

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, November 3, 2014
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
 - a. Keizer Planning Commission Appointment
 - b. Keizer Parks and Recreation Advisory Board Appointments
6. **PUBLIC TESTIMONY**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. Parks and Recreation Master Plan Amendment (Keizer Rapids Park)
8. **ADMINISTRATIVE ACTION**
 - a. ORDINANCE – Providing for Public Art and Public Murals; Repeal of Ordinance No. 2014-687 and Ordinance No. 2014-693
 - b. RESOLUTION – Dedication of Income from the Cellular Tower Lease/Option with New Cingular Wireless PCS, LLC (Bair Park)
RESOLUTION – Resolution of Intent to Reimburse Water Fund for a Portion of Bair Park Property
 - c. RESOLUTION – Authorization for Supplemental Budget and Transfer of Appropriation – Bair Park Rental Income, K23 Production Costs, Police Weapon Surplus and Stormwater Charge for Services

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing Temporary Use and Signs Subject to Conditions for Festival of Lights (2014)
- b. **RESOLUTION** – Ratifying the Keizer Police Department's Purchase of Four 2015 Ford Explorers
- c. **RESOLUTION** – Ratifying the Chief of Police's Execution of Marc Nelson Oil Products, Inc Purchasing Documents for Cardlock Fuel Cards
- d. **RESOLUTION** – Authorizing the Chief of Police to Purchase Firearms for Police Department and Authorizing Disposition of Surplus Property
- e. Approval of September 10, 2014 Special Session Minutes
- f. Approval of September 15, 2014 Regular Session Minutes
- g. Approval of October 6, 2014 Regular Session Minutes

10. **COUNCIL LIAISON REPORTS**

11. **OTHER BUSINESS**

This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

12. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

13. **AGENDA INPUT**

November 10, 2014

5:45 p.m. – City Council Work Session

November 17, 2014

7:00 p.m. – City Council Regular Session

December 1, 2015

7:00 p.m. – City Council Regular Session

14. **ADJOURNMENT**

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: KEIZER PLANNING COMMISSION

ISSUE:

One position is open on the Keizer Planning Commission. A media release was published and applications were received from Jim Jacks, Dylan Juran and Kathy Lincoln.

The Volunteer Coordinating Committee reviewed the applications, heard testimony from the applicants and recommends Jim Jacks for position #4 on the Keizer Planning Commission.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Jim Jacks for position #4 on the Keizer Planning Commission.

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

SUBJECT: KEIZER PARKS & RECREATION ADVISORY BOARD

ISSUE:

On December 30, 2014 the Keizer Parks Advisory Board terms of Robert Jones (position #4), David Loudon (#5) and Clint Holland (#6) will expire. Additionally Roland Herrera (#3 – term expiring 2016) and Brandon Smith (#9 – term expiring 2015) will be vacating their positions to serve on the City Council. A media release was distributed and applications were received from **David Loudon and Clint Holland**.

The Volunteer Coordinating Committee reviewed the applications, heard testimony from the applicants and recommends appointment of David Loudon to position #5 and Clint Holland to position #6 on the Keizer Parks & Recreation Advisory Board.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and re-appoint David Loudon to position #5 and Clint Holland to position #6 on the Parks Advisory Board.

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: PARKS & RECREATION MASTER PLAN AMMENDMENT

BACKGROUND:

The purchase of 28 acres adjacent to Keizer Rapids Park to be included in the City's parks system inventory initiated the need to amend the Parks & Recreation Master Plan to identify amenities desired by the community to be located on this property. The inclusion of this property and other portions of Keizer Rapids Park in the recent expansion of the Urban Growth Boundary provided the opportunity to amend the Master Plan sooner than staff anticipated.

The Parks and Recreation Advisory Board created a schedule and process to receive public input on the desired amenities to be included in the park. This process began in May 2014 and included public forums with neighborhood associations, youth sports organizations, and public hearings at regular Parks Board meetings to receive public input. The desired amenities were then prioritized by the Parks Board at the August 12th 2014 Parks Board meeting.

Approximately 30 people participated in a design charette held on September 27th 2014 to create a map of the park showing the approximate location of the desired amenities in the park. The results from the charette created three different layouts for the Parks Board to consider. The Parks Board at their October 14th meeting held an additional public hearing to review the designs from the charette and then proceeded to refine the layout of the amenities which resulted in the attached map. Staff created the attached map from the Parks Boards recommendations with some minor adjustments.

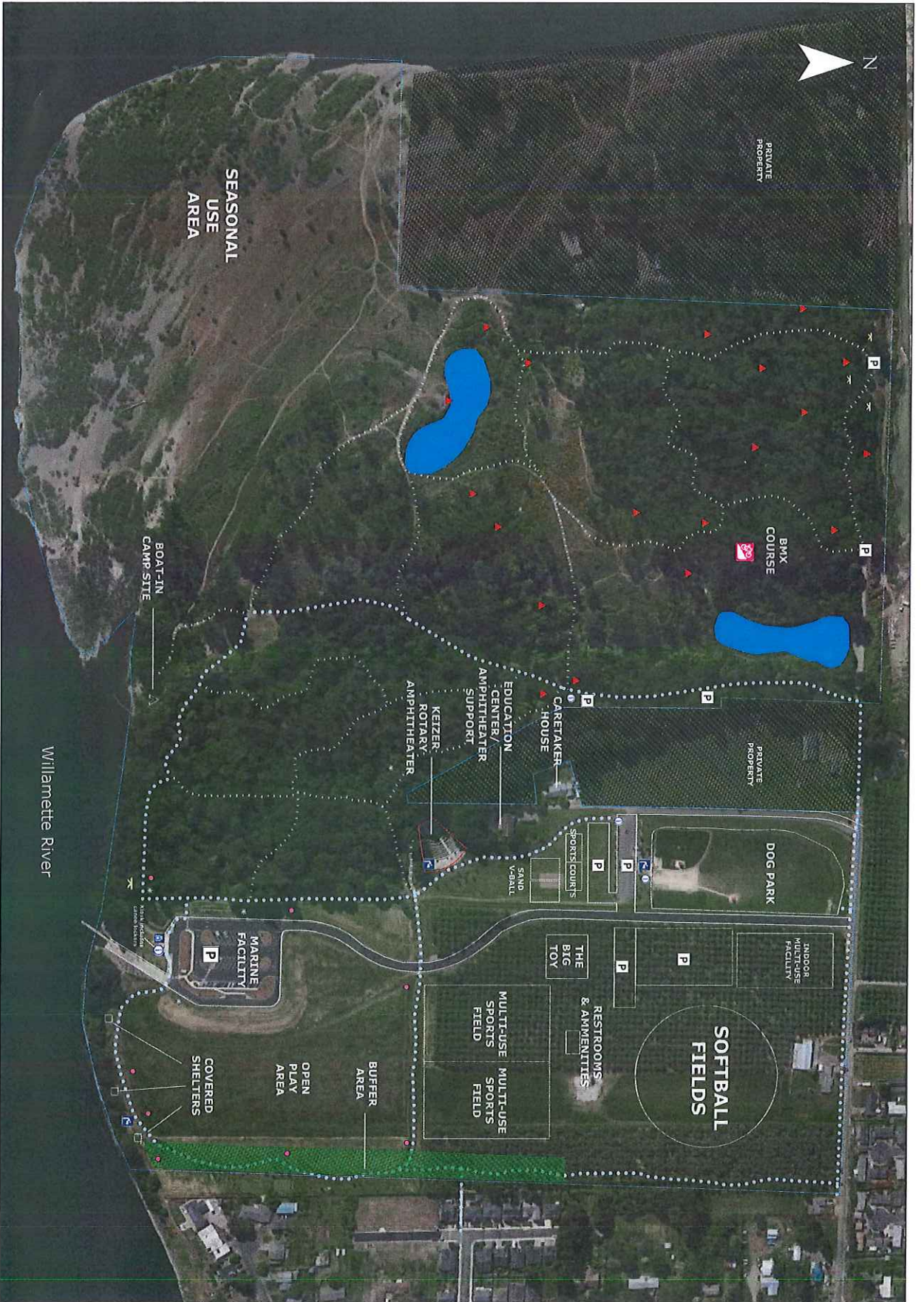
FISCAL IMPACT:

There is no direct fiscal impact in considering and approving this Master Plan amendment.

RECOMMENDATION:

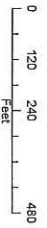
Staff recommends the City Council open the public hearing, receive testimony, close the public hearing, consider the matter and direct staff accordingly.

Please contact me with any questions or concerns.



KEIZER RAPIDS PARK MASTER PLAN

City of Keizer, OR • October, 2014



LEGEND	
	BMX Course
	Park Boundary
	Private Property
	Drinking Fountain
	Nature Trail
	ADA Path
	Disc Golf Hole
	Pond
	Storage Lockers
	Parking Lot
	Fitness Station
	Info Kiosk
	Interpretive Signage
	Picnic Table

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ORDINANCE PROVIDING FOR PUBLIC ART AND PUBLIC MURALS

The Ordinance for Public Art including murals and art to be placed at the Keizer Community Center. The “Artwalk” program that covers the statutes placed along River Road was initially thought of as a separate program. The Mayor recently indicated that it made sense to have the Keizer Art Commission review this program also.

Since there was a minor amendment to the Public Art Ordinance already, we determined it was appropriate to do a new Ordinance to allow this change. The substantive changes are the addition of a new Section 5 (Application for Other Public Art) and a new Section 11 (Location of Other Public Art). These changes make it clear that the Keizer Art Commission can review and choose new statutes for the Artwalk program. It also confirms my understanding that the City Council wants to determine the locations (but not the selection) of where the statutes would go.

It is my understanding that the Keizer Art Commission wants to move forward with adding two new statutes. They would be located by Abby’s Pizza and Copper Creek Mercantile.

RECOMMENDATION:

Adopt the attached Ordinance Providing for Public Art and Public Murals; Repeal of Ordinance No. 2014-687 and Ordinance No. 2014-693.

Please let me know if you have any questions. Thank you.

ESJ/tmh

1 BILL NO. ____

A BILL

ORDINANCE NO.

2014-_____

3 FOR

4
5 AN ORDINANCE

6
7 PROVIDING FOR PUBLIC ART AND PUBLIC MURALS; **REPEAL OF**
8 **ORDINANCE NO. 2014-687 AND ORDINANCE NO. 2014-693**
9

10 The City of Keizer ordains as follows:

11 Section 1. PURPOSE. This Ordinance provides for the placement of Public Art and
12 Public Murals.

13 Section 2. DEFINITIONS.

14 Alteration: Any change to a public mural, including but not limited to any change
15 to the image(s), materials, colors or size of the public mural. Alteration does not
16 include naturally occurring changes to the public mural caused by exposure to the
17 elements or the passage of time, or maintenance or repair of the public mural that
18 includes slight and unintended deviations from the original image, colors or
19 materials that occur when the public mural is repaired due to the passage of time,
20 or after damage resulting from vandalism.

21
22 Art Easement: An easement given by a property owner to the City of Keizer to
23 provide for placement of Public Art.

24
25 Artist: A practitioner in the visual arts, generally recognized by critics and peers
26 as a professional of serious intent, who produces works of art, and who is not a
27 member of the improvement project's architectural firm or the Keizer Arts
28 Commission.

29
30 Artwork: All forms of original creations of visual art, including but not limited
31 to, painting, sculpture, prints, ceramics, drawings, stained glass, mosaics,
32 photography, fiber and textiles, calligraphy, mixed media, and any combination of
33 media, including collage.

34
35 City Building: Any building owned or leased by the City, or area therein, which
36 is open to the public; provided however, "City Building" does not include surface

1 parking lots, roads, bridges, utility lines, service facilities, maintenance sheds,
2 pump stations, treatment plants and utility facilities, or buildings that have the
3 primary purpose of displaying historical artifacts, cultural items, or works of art.
4

5 City Manager: The City Manager of the City of Keizer, or the City Manager's
6 designee.
7

8 Keizer Community Center: Interior hallway walls at the Keizer Community
9 Center located 930 Chemawa Road Northeast, Keizer, Oregon.
10

11 Oregon Artist: An Artist that makes Oregon his or her primary residence or
12 principal place of business.
13

14 Public Art: Original Artwork which is accessible to the public and/or public
15 employees, and which has been approved as Public Art by the Keizer Arts
16 Commission, acting on behalf of the City of Keizer.
17

18 Public Mural: An original, two-dimensional work of visual art, comprised of
19 paint, ceramic or glass tiles, or tesserae, executed by hand directly upon, or
20 affixed directly to an exterior wall of a building, which has been approved by the
21 Keizer Arts Commission and accepted by the City into its public art collection
22 pursuant to this Ordinance. A Public Mural is not an original work of visual art if
23 it is mechanically reproduced or computer generated and printed on a base that
24 will be attached to the wall, such as, by way of illustration but not limitation,
25 limited images digitally printed on vinyl.
26

27 Section 3. APPLICATION FOR PLACEMENT OF PUBLIC MURAL. A property
28 owner or designee in non-residential zones may apply for placement of a Public Mural
29 with the Keizer Arts Commission.

30 Section 4. APPLICATION FOR PLACEMENT OF PUBLIC ART AT KEIZER
31 COMMUNITY CENTER. An Artist or Oregon Artist may apply for placement of
32 Public Art at the Keizer Community Center.
33

1 Section 5. APPLICATION FOR OTHER PUBLIC ART. An Artist or Oregon Artist
2 may apply for placement of Public Art at other locations, including, but not limited to
3 statutes and sculptures outdoors.

4 Section 6. REVIEW BY KEIZER ARTS COMMISSION.

5 A. Keizer Arts Commission shall review each application and supporting
6 materials.

7 B. The Keizer Arts Commission shall develop specific policies and criteria
8 on which to base such review. These criteria shall include, but are not
9 limited to, artistic quality, originality, context, permanence, diversity,
10 feasibility, scale and community support. At a minimum, the policies for
11 the placement of Public Art at the Keizer Community Center shall include
12 the following:

- 13 1. The Artwork must be mount-ready for city staff's installation.
- 14 2. The Artwork must be limited in number to display on approximately
15 14 panels. Depending on the size of the property, this may be
16 between 14 and 40 items.
- 17 3. The Artwork must not interfere with City-owned displayed art.
- 18 4. The Artwork may be displayed for a minimum of sixty (60) to a
19 maximum of ninety (90) consecutive calendar days.
- 20 5. Only city staff will be permitted to install and uninstall the Artwork.
- 21 6. Placement of Artwork shall be on a first come, first served basis.
22 City staff will have final determination of the location of the art.
23
24
25
26
27

7. Artist may sell the displayed art work and request staff to uninstall the Artwork with 24 hour notice.
8. City will be responsible for damage or loss to the Art work while on display only. Regardless of market value, the maximum liability to the City shall be \$3,000 per individual art piece or \$50,000 per exhibition. In addition, if the Artwork is repairable, City shall reimburse actual out-of-pocket costs for materials and Artist shall repair the Artwork without charges for labor.
9. Artist will indemnify City related to any defects of the Artwork, faulty workmanship of the Artist, or any acts of negligence by the Artist.
10. Artist will be required to enter into an Agreement for Exhibition of Property prior to City staff installing property for display.
11. City shall not broker for Artist in any manner, including, but not limited to, connecting Artist with potential purchasers, fielding questions about the property, or accepting payments for purchased property.
12. The request to display Artwork may be granted at the discretion of the Keizer Arts Commission as follows:
 - a. Artist shall supply a letter of request indicating the Artist's contact information, the type of Artwork proposed to be displayed, and a list indicating the title of the property, the medium of the property, a photo of each piece, the approximate dimensions of the property, and the market value of each piece to the Keizer Arts Commission.
 - b. After such letter is received by the Keizer Arts Commission, the Artist will be placed on the first-come, first-served basis list.
 - c. Artist will be contacted between 30 and 60 days prior to Artist's display of Artwork to confirm Artist's continued desire to display personal property.
 - d. Legal department shall prepare the Agreement for Exhibition of Property and arrange for signing.
 - e. Artist will be contacted to make arrangements for installation of personal property.

1 13. Artist may not repeat the request to display personal property more
2 frequently than every 90 days.
3

4 C. The Keizer Arts Commission may limit the term for placement of a Public
5 Mural.

6 D. Determination by the Keizer Arts Commission shall be final.

7 Section 7. FUNDING/CITY STAFF TIME. Unless specifically budgeted for by the
8 City Council, any and all actual costs shall be by donation or in-kind work only. City
9 staff time shall be allowed, as directed by the City Manager.

10 Section 8. SITING OF PUBLIC MURAL. A Public Mural obtained pursuant to this
11 Ordinance may be sited in, on or about any City Building as approved by the City
12 Council, or other property under the control of or made available to the City by an Art
13 Easement between the property owner and the City of Keizer.

14 Section 9. PUBLIC MURAL/ART EASEMENT. A property owner who wishes to
15 donate wall space to the public for a Keizer Arts Commission approved Public Mural
16 may do so by granting an Art Easement for placement of a Public Mural on his/her
17 building to the City. Art Easements will be for five or more years. The City can accept
18 or decline any Art Easements for Public Murals which are offered to it. Art Easements
19 are managed by the City Manager, as with other publicly owned property. The City
20 Recorder is responsible for maintaining a written and photographic record of each Keizer
21 Arts Commission-approved Public Mural and accepted Art Easement.

22

1 Section 10. PUBLIC MURAL; CREATION. No person, Artist, or Oregon Artist shall
2 commence creation of any Public Mural without first obtaining approval from the Keizer
3 Arts Commission, and agreeing to donate the Public Mural to the City's Public Art
4 collection. Any Public Mural that is created without approval of the Keizer Arts
5 Commission, is inconsistent with the conditions of approval from the Keizer Arts
6 Commission, or is altered without approval is not an allowed Public Mural and is an
7 infraction under the Civil Infraction Ordinance.

8 Section 11. LOCATION OF OTHER PUBLIC ART. Public Art, other than Public
9 Murals or Art placed at the Keizer Community Center, may only be placed at locations
10 approved by the Keizer City Council. This category includes, but is not limited to,
11 public statues of sculptures located in Council-approved areas where the City has been
12 granted license or easement rights, or in public right-of-way areas.

13 Section 12. ABATEMENT OF NUISANCE/CITATION FOR INFRACTION. The City
14 Manager or his/her designee may make an investigation to determine whether a violation
15 of this Ordinance has occurred. If the City Manager or his/her designee determines that
16 there is a violation of this Ordinance, he or she may proceed to abate the nuisance
17 pursuant to the Keizer Uniform Abatement Procedure or may seek any other legal or
18 equitable remedy provided by law for the abatement of the nuisance or for the
19 enforcement of the provisions of this Ordinance, including without limitation issuing a
20 citation for infraction.

1 Section 13. SAVINGS CLAUSE. Should any section or portion of this Ordinance be
2 held unlawful and unenforceable by any court of competent jurisdiction, such decision
3 shall apply only to the specific section, or portion thereof, directly specified in the
4 decision. All other sections or portions of this Ordinance shall remain in full force and
5 effect.

6 Section 14. REPEAL OF ORDINANCE NO. 2014-687 AND ORDINANCE NO. 2014-
7 693. Ordinance No. 2014-687 and Ordinance No. 2014-693 shall be repealed in their
8 entirety.

9 Section 15. EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after
10 its passage.

11 PASSED this _____ day of _____, 2014.

12

13 SIGNED this _____ day of _____, 2014.

14

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16

17

Mayor

18

19

20

City Recorder

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: DEDICATION OF INCOME FROM AT&T CELL TOWER/PAY
BACK OF WATER FUND**

At the October 20, 2014 Council meeting, Council directed staff to move forward with a process of direct payment from the Park Fund to the Water Fund for the Water Fund's interest in the Bair Park property, excluding the actual reservoir portion of the park. The legal department and the finance department have confirmed the calculations and after deducting the 4,550 square feet reservoir area, the calculation of the payback to the Water Fund is \$121,301.50.

We have prepared two Resolutions for your consideration. The first Resolution dedicates all income from the AT&T cell tower lease for use as park operations expenses. This is similar to the Resolutions for the Keizer Rapids Park rental house and agricultural lease.

The second Resolution memorializes the Council's intent to make the Water Fund "whole" by repayment of the Water Fund's interest over a ten year period at the state pool rate. Staff recommends using the state pool rate as an interest charge. That rate is currently approximately 0.54%. Under state statute, the Council can choose a different interest rate if they wish. It also indicates that one-half of all cell tower revenues shall be used for this purpose. This will be accomplished through the budget process as an expense on the General Fund-Park Program Fund side and a revenue on the Water Fund side.

RECOMMENDATION:

Take action as Council deems appropriate.

Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2014-____

4
5 DEDICATION OF INCOME FROM THE CELLULAR TOWER
6 LEASE/OPTION WITH NEW CINGULAR WIRELESS PCS, LLC
7 (BAIR PARK)
8

9
10 WHEREAS, the City of Keizer owns property known as Bair Park;

11 WHEREAS, New Cingular Wireless PCS, LLC and the City entered into a
12 Cellular Tower Lease/Option relating to a portion of the Bair Park property;

13 WHEREAS, the City Council has considered this matter and desires that the
14 proceeds from such Lease/Option be dedicated to use for park operations expenses;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the income
17 from the Cellular Tower Lease/Option with New Cingular Wireless PCS, LLC at Bair
18 Park is to be dedicated for use as park operations expenses as determined each year
19 during the budget process.

20 BE IT FURTHER RESOLVED that the income in excess of actual expenses as
21 identified above shall be held in reserve for future years and appropriated through the
22 City's budget process.

23 BE IT FURTHER RESOLVED that such dedicated income shall be in addition to
24 the Parks General Support Resources funding minimum of 2.5% of General Fund
25 budgeted revenues.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2014.

4

5 SIGNED this _____ day of _____, 2014.

6

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Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2014-_____
4

5
6 RESOLUTION OF INTENT TO REIMBURSE WATER FUND FOR
7 A PORTION OF BAIR PARK PROPERTY
8

9
10 WHEREAS, the real property known as Bair Park was purchased in 1998 for use
11 as a park and water reservoir;

12 WHEREAS, the Park Fund and the Water Fund each paid fifty percent (50%) of
13 the purchase price and closing costs;

14 WHEREAS, New Cingular Wireless PCS, LLC (AT&T Wireless) has entered
15 into a lease/option for a wireless cellular tower on the Bair Park property;

16 WHEREAS, the City Council by separate Resolution has determined it is
17 appropriate for the General Fund-Park Program Fund to receive all of the revenue from
18 such lease;

19 WHEREAS, the City Council also finds that it is appropriate under Charter
20 amendment for the Water Fund to be reimbursed for its investment in the Bair Park
21 property less that actual area used for the water reservoir;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer as follows:
24

1 1. Council Intent of Repayment. The City Council hereby expresses its intent
2 to repay the Water Fund for its reimbursement in Bair Park, less the actual area used for
3 the water reservoir on the following terms:

4 a. Council finds it is appropriate to use the Marion County Real
5 Market Value for calculating the repayment. After deducting the
6 area for the actual water reservoir, the Council finds that the actual
7 and appropriate repayment amount is \$121,301.50.

8 b. The Council declares its intent that the General Fund-Park Program
9 Fund will budget on an annual basis fifty percent (50%) of the total
10 wireless cellular lease payments to repayment of the Water Fund's
11 interest in the beginning balance amount of \$121,301.50.

12 c. Interest shall be charged at the current state pool rate based on the
13 declining balance as of the date of this Resolution.

14 d. Payment of the full amount including interest shall occur no later
15 than ten (10) years from the date of this Resolution.

16 e. Should the wireless cellular tower lease payments cease or decline,
17 the City Council shall budget funds to meet the maximum ten (10)
18 year repayment schedule.

19

1

2 2. Effective Date. This Resolution shall take effect immediately upon the
3 date of its passage.

4 PASSED this _____ day of _____, 2014.

5

6 SIGNED this _____ day of _____, 2014.

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Mayor

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15

City Recorder

COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

**FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR
TIM WOOD, ASSISTANT CONTROLLER**

**SUBJECT: Authorization for Supplemental Budget and Transfer of Appropriation
– Bair Park Rental Income, K23 Production Costs, Police Weapon Surplus and
Stormwater Charge for Services**

ISSUE: Oregon Budget Law provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial plan.

In addition Oregon Budget Law allows for a transfer of appropriation within a fund when authorized by resolution of the governing body of a municipal corporation.

Bair Park Rental Income

Effective July 21, 2014 the City entered into an agreement with AT&T to lease a portion of Bair Park to accommodate a cell tower. The agreement provides for monthly revenue of \$2,100 with an initial one-time option fee of \$2,100 with the revenue currently split between the General Fund and the Water Fund.

In accordance with the City Council's direction beginning in December 2014, the General Fund will recognize all of the rental revenue with half of the revenue appropriated for Park Operations Expense and the other half appropriated to reimburse the Water Fund's interest of the land over a 10 year period.

The attached resolution recognizes the additional rental income of \$26,000 and appropriates \$13,000 for Parks Operation Expense and \$13,000 for Water Fund Capital Outlay.

K23 Production Costs

K23 indicates that it will cost approximately \$1,750 per month to continue to develop seven social media videos. The attached resolution provides for an appropriation transfer of \$15,800 from Contingency to Materials and Services to continue to fund the social media production costs.

A new uninterruptible power supply (UPS) was recently purchased for the video production equipment. The UPS requires the power outlet in the production room to be upgraded. The estimated cost of the upgrade is approximately \$2,500. The attached resolution provides for an

**Council Meeting November 3, 2014
Supplemental Budget**

appropriation transfer of \$2,500 from Contingency to Capital Outlay to accommodate the additional upgrade costs.

The attached resolution includes a \$5,000 appropriation transfer from the PEG Fund Contingency to the General Fund Contingency to reimburse the General Fund for administrative service costs incurred during FY11-12 and FY12-13 but not charged to the PEG Fund.

Police Weapon Surplus

The Police Department has identified approximately \$3,000 of weapons (primarily shotguns) that it would like to surplus with the proceeds from the sale or trade-in value used to facilitate upgrading the Department's less-lethal weapon inventory.

The attached resolution recognizes the \$3,000 of additional surplus revenue and appropriates that revenue as Police Operating Expenditures.

Stormwater Charge for Services

The Street Fund is required to reimburse the Stormwater Fund for its fair share of stormwater related costs. The amount charged to the Street Fund for FY14-15 did not include the impact from the Council approved Stormwater rate increase that is effective January 1, 2015.

The attached resolution increases the Street Fund Materials and Services appropriations by \$13,800 to account for the additional Stormwater related costs. In addition the resolution recognizes the additional revenue in the Stormwater Fund and appropriates the amount as Contingency.

RECOMMENDATION: Staff recommends the council adopt the attached resolution authorizing the supplemental budget and expenditure of funds as described above.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET AND TRANSFER OF APPROPRIATION -
BAIR PARK RENTAL INCOME, K23 PRODUCTION COSTS, POLICE WEAPON SURPLUS AND
STORMWATER CHARGE FOR SERVICES**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

WHEREAS ORS 294 allows for a transfer of appropriation within a fund when authorized by resolution of the governing body of a municipal corporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2015:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Bair Park Rental Income				
General Fund				
General Fund Revenue	11,003,500	20,400		11,023,900
Parks Operation Expense	337,500	13,000		350,500
General Fund Transfer to Water Fund	-	7,400		7,400
Water Fund				
Water Revenue	3,213,900	13,000		3,226,900
Water Fund Capital Outlay	73,200	13,000		86,200
To recognize and appropriate the unanticipated rental income associated with Bair Park of \$2,100 per month with an initial one-time option fee of \$2,100. The revenue is currently split evenly between the General Fund and the Water Fund. In accordance with the City Council's direction beginning in December 2014 the General Fund will use it's share of the rental revenue to reimburse the Water Fund's interest of the land over a 10 year period.				
K23 Productions Costs, Electrical Upgrades and Administrative Service Repayment				
PEG Fund				
Materials & Services	96,200	15,800		112,000
Capital Outlay	37,900	2,500		40,400
Transfer to the General Fund	-	5,000		5,000
Contingency	45,100		23,300	21,800
General Fund				
Revenue	11,003,500	5,000		11,008,500
Contingency	55,000	5,000		60,000
To transfer appropriations from PEG Fund contingency to materials and service for Social Media Production costs, capital outlay for electrical outlet upgrade costs and to reimburse the General Fund for administrative service costs repayment.				
Police Weapon Surplus				
General Fund				
Revenue (Surplus Sales)	11,003,500	3,000		11,006,500
Materials & Services - Police	829,800	3,000		832,800
To recognize and appropriate surplus revenue from the sale of Police weapons.				
Stormwater Charge for Services				
Street Fund				
Revenue (Working Capital Carryforward)	3,357,500	13,800		3,371,300
Materials & Services	753,500	13,800		767,300
Stormwater Fund				
Revenue	1,651,900	13,800		1,665,700
Contingency	71,000	13,800		84,800
To recognize and appropriate the Stormwater rate increase effective January 1, 2015 but not included in the FY 2014-15 budget.				

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon the date of its passage.

PASSED this ____ day of _____, 2014

SIGNED this ____ day of _____, 2014

Mayor

City Recorder

COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: FESTIVAL OF LIGHTS TEMPORARY USE AND ASSOCIATED SIGNAGE

BACKGROUND:

The Festival of Lights Christmas Parade events will begin December 11th and run through December 14th this year. Ordinance 2004-489, amending Section 2.203 of the Keizer Development Code (Ord 98-389), which regulates permitted temporary uses, allows the City Council to approve additional signage for the purposes of special events. The Development Code reads as follows:

Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to protect the health, safety and welfare of the Public. (Section 2.203.04.E)

With City Council approval, a temporary use permit authorizing the attached sign request (Exhibit B to Resolution), may be approved.

The Festival of Lights is a significant community event which is beneficial to the citizens of Keizer and the surrounding communities. Staff finds the proposal will not be detrimental to the health, safety, or welfare of the general public.

RECOMMENDATION:

Staff recommends that City Council approve the proposal for the Festival of Lights Special Event and the requested temporary signage which is associated with the festival events.



CITY OF KEIZER

PARADE OR SPECIAL EVENT PERMIT

Applications for permits must be submitted 60 days prior to date of parade or special event. This permit is pursuant to City of Keizer Ordinance No. 2000-419, a copy of which is attached to this application for the information of the applicant. A fee of \$50.00 must accompany this application.

Cheryl Mitchell / Santa Island
Name of Applicant/Person Responsible

Festival of Lights Holiday Parade
Name of Organization/Group

4742 Liberty Rd. S #211
Salem, Oregon 97306-5000
Applicant's Address

October 9, 2013 for 2014 Event
Date Application Submitted

Cheryl - 503-841-0736
Residence Phone

Bob - 503-508-5555
Residence Phone

Yvonne - 999-4491
Business/Message Phone

Same " "
Business/Message Phone

Type of Event: Parade (☒) Walk (☒) Run (☒) Bike Race (☐) Special Event (☐)

Name of Event: Tingle Creek Holly Doe Bowl Run Festival of Lights Parade Winterfest - 5th Plan Parade, Run, Bowl - Dec 13, 2014 One Glow - Dec 8, 2014

Date of Event: Parade, Run, Bowl - Dec 13, 2014 One Glow - Dec 8, 2014 Winterfest - 5th Plan Parade, Run, Bowl - Dec 13, 2014

Description of Event: Lighted Holiday Event

Number of Persons expected to participate: 75-85,000 Number of Vehicles: 65-80

Number of Animals: 20-35 Clean-up Arrangements: Volunteer Yp + Garbage Team

Proposed Route: Parade - Lockhaven - to Appleblossom or Plymouth Run - Lockhaven - to Appleblossom or Plymouth One Glow - TBA Winterfest - TBA Parade, Run, Bowl - Dec 13, 2014 One Glow - Dec 8, 2014

Assembly Location: Lockhaven at School House Square

Disassembly Location: Appleblossom or Plymouth

This permit is subject to the following conditions:

1. No alcoholic beverages are permitted on City owned street unless and OLCC license has been issued for a community event.
2. All residents living adjacent to proposed closure or businesses located adjacent to proposed closure have been notified of the event.
3. Barricades must be placed out of through street right-of-way and be positioned to allow access by emergency vehicles. Barricades are available from the City by calling 390-3700. Barricades must be



Season's
Greetings

"2014 Theme"

in November/Christmas

FESTIVAL OF LIGHTS
HOLIDAY PARADE
2014 Festival of Lights- Events Outline

2014 Theme 12 Days of Christmas

* 2014 Pre –Glow Parade Kick –Off held on Friday December 12, 2014

Our entries will be on display the night before our event for everyone to view the float's up front and personal.

* Jingle Buck & Holly Doe Run and Bowl-Saturday December 13, 2014

* Radio Disney Kids Village Saturday December 13, 2014

* Polar Bear Warrior Run- Date –TBA

* Winterfestival events- year 1 of 5 year plan

(Regional Ice Sculpture Competitions)

- returned to Public Works no later than the day after closure date.
4. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
 5. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.
 6. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

****NOTICE****

Permittee shall defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the sponsor of such events carry commercial single limit liability insurance in the minimum amount of \$500,000 and name the City of Keizer as an additional insured for this event. Claims made in excess of the policy will be the responsibility of the sponsor of the event. We also require that you have a certificate on file with us prior to the event that stipulates the coverage and limit shown above.

INSURANCE CO. West American POLICY NO. BLW 54818659
 COVERAGE LIMITS 2 million

****PERMIT REVOCATION****

The City Manager may revoke this permit if circumstances reasonably show that the parade or special event can no longer be conducted consistent with public safety.

****APPLICATION SIGNATURE****

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.

Amyl A Mitchell
 SIGNATURE

Oct-9, 2013
 DATE



APPROVED ROUTE AND/OR POLICE COMMENTS:

Approved by: _____
 Keizer Police Department

Approved by: _____
 City Manager

Dear Tracey & Nate,

The Festival of Lights Holiday parade would like to add 2 banners to this year's event. This would be the first year we have requested banner placement.

Banner #1 –Skyline Ford –To introduce After Glow to General Public

Banner #2- Town & Country Bowl to announce the Run & Bowl and our Get your Pre-Get your glow on Party.

We would also like to have a sign or banner out from at Town & Country as we are having reserved seating for the Runners, Bowlers and Parade goers.

Thanks a million please let me know if you have any questions.

Cheryl A Mitchell

CEO Festival of Lights Holiday Parade

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2014-_____

3 AUTHORIZING TEMPORARY USE AND SIGNS SUBJECT
4 TO CONDITIONS FOR FESTIVAL OF LIGHTS (2014)
5

6 WHEREAS, the Keizer Development Code provides pursuant to Section
7 2.203.04(E) that the City Council may by resolution authorize temporary uses and
8 signage during a specific event or festival;

9 WHEREAS, the Keizer Development Code also provides that the Council may set
10 forth the reasonable types of uses, zones and time restrictions;

11 WHEREAS, the Festival of Lights Holiday Parade has requested the City to
12 authorize a temporary use for the Festival of Lights Holiday Parade, including, but not
13 limited to placement of temporary signage to promote such event;

14 WHEREAS, the City Council has considered this matter and finds that it is
15 appropriate to grant the request with certain restrictions necessary to protect the health,
16 safety and welfare of the public;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the 2014
19 Festival of Lights Holiday Parade is authorized as a specific temporary use and the hours

1 of operation and signage for the 2014 Festival of Lights Holiday Parade is hereby
2 allowed pursuant to the design, restrictions and conditions as set forth in the attached
3 Exhibit "A" which is incorporated herein by this reference.

4 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
5 on the date of its passage.

6 PASSED this _____ day of _____, 2014.

7 SIGNED this _____ day of _____, 2014.

8

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12

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Mayor

City Recorder

EXHIBIT "A"

Design, Restrictions and Conditions

The City Council approves the proposed temporary use, hours of operation and signage for the 2014 Festival of Lights Holiday Parade as follows:

1. Except as set forth in this decision, the 2014 Festival of Lights Holiday Parade shall be located, operated and conducted pursuant to the Special Event Permit application submitted by the applicant dated October 9, 2013. Banners shall be limited to the locations and numbers identified in Exhibit B.
2. The 2014 Festival of Lights Holiday Parade may have 2 banners as described in Exhibit B. The locations of such banners must have prior approval of the Community Development Director or designee. Such banners may be placed no earlier than December 6, 2014 and must be removed no later than December 15, 2014.
3. The 2014 Festival of Lights Holiday Parade may have hand signs and flags located adjacent to the main intersections along River Road and on participating business storefronts. No signs or flags may be placed without the property owner's permission. All hand signs and flags shall not exceed the allowable size as stated in the sign code. Such hand signs and flags may be placed no earlier than December 6, 2014 and must be removed no later than December 15, 2014 and may not obstruct any public road or sidewalk.
4. Signs, banners, and flags shall be placed to ensure there shall be no traffic interference or distraction, and if deemed to be a hazard by the Community Development Director, shall be removed immediately upon notice.
5. No other signs are allowed.
6. No electronic signs of any type are allowed, unless required by the Keizer Police Department for safety reasons.
7. No signs, flags, balloons or other items may be placed in the right-of-way, except for banners referenced in Section 2. No signs shall be placed on private property without the specific permission of the private property owner. Placement of any yard sign in any public right-of-way or sidewalk easement shall cause the City to remove such signs immediately without notice.
8. All activities shall comply with Keizer Police Department's direction and requirements of Keizer Fire District.

9. Any signs, banners, flags and balloons not removed by December 15, 2014 may be immediately removed by City staff without notice and the Festival of Lights Holiday Parade shall be billed for staff time at the hourly rate of staff person removing the signage, including benefits.

Exhibit B

From: **Bowl Crazy** <bowlcrazy@gmail.com>
Date: Thu, Oct 16, 2014 at 6:09 PM
Subject: Banner request
To: Nate Brown <brownn@keizer.org>

The banners advertising the 12/13 After Glow Party and Christmas Vender Village will be made of outdoor vinyl with grommets for tie down to the Skyline Ford fence. It will be 5' by 18'. We'd like to fly this banner a week prior to the parade day of 12/13.

The banner advertising the Vender Fair, Bowl with Santa and the "Get Your Glow on Party" will be 5' by 5' and will fly in the space under our Town and Country Lanes reader board on River Road. There will be signs facing north and south. This banner will be made of outdoor vinyl with grommets for tie down. We'd like to fly this banner a week prior to the parade day of 12/13.

The Skyline banner will be zipped to the chain link fence. The TandC banner will be laced in 3 or 4 places to the support legs of our reader board legs. I will decide how many grommets we'll use on this banner based on the graphic artist's suggestion.

Both banners will be removed by Monday, 12/15. The Skyline banner can be removed after the glow party which ends at 11pm.

Sent from my iPhone

--

Mardi Sayles-Smith

Town and Country Lanes-Keizer
Marketing/Programs Director & Lane Management
503-390-2221

Visit us at: www.BowlCrazy.com

Learn more about us at: <http://sandbassociates.com/flash/townandcountry.swf>

Watch the "10 Pins for our Troops" documentary:
<http://www.tinyurl.com/tenpinsforourtroops>

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RATIFYING PURCHASE OF VEHICLES FOR KEIZER
POLICE DEPARTMENT**

The Police Department solicited proposals for new vehicles. Under local bidding rules, the City can choose the proposal that best serves the interest of the City of Keizer. Skyline Ford's proposal included lower maintenance costs and its local proximity for repairs were important factors in choosing that proposal.

The purchases of the four 2015 Ford Explorers were part of the 2014-15 capital outlay police vehicle purchase fund and have been approved in the budget process. However, any purchase over \$25,000 requires Council approval and each of these vehicles were in excess of \$25,000.00.

Since these purchases need Council approval, we are requesting ratification of these transactions.

RECOMMENDATION:

Staff requests that Council adopt the attached Resolution Ratifying the Keizer Police Department's Purchase of Four 2015 Ford Explorers.

Please let me know if you have any questions. Thank you.

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2014-_____

4
5 RATIFYING THE KEIZER POLICE DEPARTMENT'S PURCHASE
6 OF FOUR 2015 FORD EXPLORERS
7

8 WHEREAS, the City of Keizer budgeted funds in the 2014-2015 capital outlay
9 police vehicle purchase fund to purchase vehicles to replace those previously leased by
10 the City;

11 WHEREAS, the City has received three proposals for the purchase of each of the
12 vehicles;

13 WHEREAS, Skyline Ford submitted the proposal of \$27,067.00 for the 2015 Ford
14 Explorer on Deal #61567;

15 WHEREAS, Skyline Ford submitted the proposal of \$27,067.00 for the 2015 Ford
16 Explorer on Deal #61568;

17 WHEREAS, Skyline Ford submitted the proposal of \$26,714.00 for the 2015 Ford
18 Explorer on Deal #61536;

19 WHEREAS, Skyline Ford submitted the proposal of \$27,067.00 for the 2015 Ford
20 Explorer on Deal #61666;

21 WHEREAS, two considerations of choosing the Skyline Ford proposals was
22 future maintenance costs and the local proximity of Skyline Ford for repairs;

23 WHEREAS, Council has considered these purchases and declares that it will best
24 serve the interest of the City of Keizer to make the purchases from Skyline Ford;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the purchase of
3 the four 2015 Ford Explorers on Deal #61666, #61567, #61568, and #61536 from
4 Skyline Ford for the purchase price of \$27,067.00 for Deal #61666 and \$80,848.00 for
5 Deal #61567, #61568, and #61536 are hereby ratified.

6 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
7 upon the date of its passage.

8 PASSED this _____ day of _____, 2014.

9

10 SIGNED this _____ day of _____, 2014.

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Mayor

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City Recorder

CITY COUNCIL MEETING: NOVEMBER 3, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION RATIFYING THE CHIEF OF POLICE'S
EXECUTION OF MARC NELSON OIL PRODUCTS, INC
PURCHASING DOCUMENTS FOR CARDLOCK FUEL CARDS**

The City uses the state procurement program for selection of the gasoline vendor for the Police Department vehicles. The state recently changed vendors and it appeared appropriate to have Council approve the new vendor as it is in excess of \$25,000 per year total purchases.

RECOMMENDATION:

Adopt the attached Resolution Ratifying the Chief of Police's Execution of Marc Nelson Oil Products, Inc Purchasing Documents for Cardlock Fuel Cards.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-_____

RATIFYING THE CHIEF OF POLICE'S EXECUTION OF MARC
NELSON OIL PRODUCTS, INC PURCHASING DOCUMENTS
FOR CARDLOCK FUEL CARDS

WHEREAS, the City of Keizer Police Department budgeted funds in the 2014-
2015 police material and services fund to purchase gasoline to be used by police
department vehicles;

WHEREAS, the City has determined procurement through the Oregon
Cooperative Procurement Program (ORCPP) provided the best price per gallon and the
state selected Marc Nelson Oil Products, Inc. as the state vendor;

WHEREAS, the City Council has considered this matter and wishes to ratify the
Police Chief's execution of the purchasing documents;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the execution
by the Chief of Police of the purchasing documents attached hereto and by this reference
incorporated herein for cardlock fuel cards from Marc Nelson Oil Products, Inc. is
hereby ratified.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2014.

4

5 SIGNED this _____ day of _____, 2014.

6

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12

Mayor

City Recorder



City of Keizer

PO Box 21000
Keizer OR 97307-1000
Phone: 503-390-3713

PURCHASE ORDER

Number
KZP 14-021

TO:
Marc Nelson Oil Products
1977 Claxter Rd NE/PO Box 7135
Salem OR 97303

SHIP TO:
Wanda Blaylock
Keizer Police Dept
930 Chemawa Rd NE
Keizer OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS	ACCOUNT OR JOB NO.	ORDER DATE
		30 NET	KK2410	10/21/2014
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	
44	CARDLOCK FUEL CARDS TO BE USED AT PACIFIC PRIDE STATIONS – see attached documents for specifics	0	0	

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

PLEASE SEND ____ COPIES OF YOUR INVOICE

Wanda Blaylock
Purchasing Agent

503-856-3468
blaylockw@keizer.org

BILLING ADDRESS IS:

PO BOX 21000
KEIZER OR 97307



Pacific Pride Cards



Date: 10-21-2014

Account: KK 2410

How many cards do you want?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ More

Card description (this will print on your invoices)	Security code (choose your own 4-digit code or the system will assign)
1 <u>See attached list - 44 total</u>	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____
9 _____	_____
10 _____	_____
11 _____	_____
12 _____	_____
13 _____	_____
14 _____	_____

What fuel products do you need on the card(s)?

Fuel Products
☒ Unleaded Gasoline
☒ Midgrade Gasoline
☒ Premium Gasoline (regular & non-ethanol)
☒ On road diesel
☐ Off-road Diesel (additional form needed, please call)
☒ Oil

Same products on all cards or different ones for each?

Same on all cards



CERTIFICATION OF OREGON "USE FUEL" TAX EXEMPT STATUS
("Use Fuel" = Diesel, Propane, CNG or other fuel that is not gasoline)

We hereby request to purchase Use Fuel exempt of Oregon Use Fuel tax as permitted by ORS 319.520 for the following reason(s): (Check all that are applicable)

- ☐ 1) Vehicle(s) listed have been issued a valid ODOT Motor Carrier permit or pass (weight receipt) are subject to weight mile taxes. List file number below.
- ☐ 2) Vehicle(s) listed have been issued a valid Use Fuel vehicle emblem by the ODOT Fuels Tax Group (this includes special districts and school districts). List user license number below.
- ☒ 3) Vehicle(s) listed are registered to a U.S. government agency, Oregon state, county or city, and displays a State of Oregon "E" plate.
- ☐ 4) Vehicles/equipment listed are farm tractors or other agricultural implements only incidentally operated on the highway as defined in ORS 319.520.
- ☐ 5) Vehicles/equipment listed are unlicensed and/or used exclusively on privately owned property (not operated on highways).

STATEMENT OF CERTIFICATION

We hereby certify that all Use Fuel purchased ex-tax using a cardlock card as defined in ORS 319.520 on our account with Marc Nelson Oil Products, Inc. will only be used for Use Fuel tax-exempt purposes as defined in ORS 319.510 through 319.880.

We further agree that we are responsible for proper reporting and payment of taxes plus applicable interest and penalties of up to 35% of unpaid taxes due the State of Oregon for Use Fuel purchased tax-exempt on this account and used for non-exempt purposes.

We further agree that tax reporting and payment responsibility extends to purchases of Use Fuel made using any additional or replacement cardlock cards issued under this account.

We, therefore, indemnify and hold harmless Marc Nelson Oil Products, Inc. and its subsidiaries and assigns from any and all liability relating to the improper use of tax-exempt cards.

Customer Keizer Police Department Acct No KK2410
Address PO Box 21000
City Keizer State OR Zip 97307
Customer signature [Signature]
Print name John Teague Title Chief of Police
Date signed 102114

MCTD file number if #1 is checked above n/a

User license number if #2 is checked above n/a

EXEMPTION CERTIFICATE FOR STATE OR LOCAL GOVERNMENT

For use by state and local governments to support vendor's claim for a credit or payment under Section 4221 of the Internal Revenue Code (unleaded products)

An article subject to tax under Chapter 32 of the Internal Revenue Code may be sold tax-free by the manufacturer, pursuant to Section 4221, to a state or local government for the exclusive use of such state or local government. The evidence required in support of a tax-free sale to the state or local government shall consist of a certificate, executed and signed by an officer or employee who is authorized by the state or local government to execute and sign the certificate. If it is impracticable for the agency to furnish a separate certificate for each order or contract because of a frequency of purchases, a certificate covering all orders between given dates (such period not to exceed 12 calendar months) will be acceptable. The certificates and proper records of invoices, orders, etc. relative to tax-free sales must be retained by the manufacturer as provided in IRC Section 6001 and the regulations thereunder. The certificate shall be in substantially the following form:

EXEMPTION CERTIFICATE

(For use by states and local governments (Section 4221(a)(4) of the Internal Revenue Code))

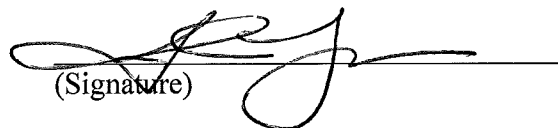
I hereby certify that I am Chief of Police (title of officer) of Keizer Police Department (state or local government) and that I am authorized to execute this exempt certificate; and that:

(Check applicable type of certificate)

☐ The article or articles specified in the accompany order, or on the reverse side hereof; or

☒ All orders placed by the purchaser for the period commencing January 1, 2014 and ending December 31, 2014 (period not to exceed 12 calendar months), are, or will be purchased from Marc Nelson Oil Products, Inc. for the exclusive use of Keizer Police Department (government unit) of City of Keizer (state or local government).

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a state, etc. is limited to the sale of articles purchased for its exclusive use. I understand that the fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to a fine of not more than \$10,000, or to imprisonment for not more than five (5) years, or both, together with costs of prosecution.


(Signature)

93-0836902
(Federal Employer Identification Number)

PO Box 21000
(Address)
Keizer OR 97307

EXEMPTION CERTIFICATE

For use by state and local governments or farmers to support vendor's claim for a credit or payment under Section 6427 of the Internal Revenue Code (diesel and kerosene).

Vendor: Marc Nelson Oil Products, Inc. 93-0772932
1977 Claxter Road NE
PO Box 7135
Salem, OR 97303

The undersigned buyer ("Buyer") hereby *certifies* the following under penalties of perjury:

Buyer will use the diesel and/or kerosene fuel to which this certificate relates (check one):

_____ on a farm for farming purposes (as defined in Section 48.640-4© of the Manufacturers and Retailers Excise Tax Regulations) and the Buyer is the owner, tenant or operator of the farm on which the fuel will be used;

_____ on a farm (as defined in Section 48.6420-4(c)) for any of the purposes described in paragraph (d) of that section (relating to cultivating, raising, or harvesting) and the Buyer is the person that is not the owner, tenant, or operator of the farm on which the fuel will be used; or

☒ for the exclusive use of a state, political subdivision of a state, or the District of Columbia.

This certificate applies to the following (complete as applicable):

_____ This is a single purchaser certificate. Enter:

Buyer account or order number: _____

Invoice or delivery ticket number: _____ Number of Gallons: _____

☒ This is a certificate covering all purchases under a specified account or order number.

Buyer account or order number KK2410

Effective Date: January 1, 2014 Expiration Date: December 31, 2014
(Period not to exceed one (1) year after the effective date)

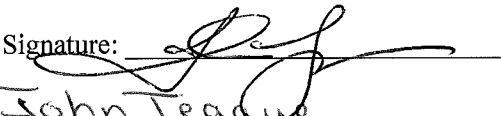
Buyer will provide a new certificate to the Seller if any information in this certificate changes.

If Buyer uses the diesel or kerosene fuel to which this certificate relates for a purpose other than stated in the certificate, Buyer will be liable for tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the costs of prosecution.

Buyer: Keizer Police Department Taxpayer ID # 93-0836902

Address: PO Box 21000 Keizer OR 97307

Signature: 
John Teague
Printed or Typed Name of Person Signing

Date Signed: 10/21/14
Chief of Police
Title of Person Signing



FIRE SAFETY TRAINING

SAFE FUELING GUIDELINES

The following are guidelines you **MUST** follow when using a cardlock facility.

NO SMOKING
GASOLINE IS FLAMMABLE



NO SMOKING

- Smoking is not permitted. Doing so could result in a serious fire and/or injury.

FIRE EXTINGUISHER LOCATION & USE

Location and instructions for use must be conspicuously posted.

TO USE:

- Hold the extinguisher upright
- Pull ring pin
- Stand back 8 feet from the fire
- Aim at base of fire and squeeze lever
- Sweep side to side



IDENTIFY EMERGENCY EQUIPMENT

Emergency equipment has been installed at this site. Signs have been posted to help you identify it. **BEFORE** fueling, please note the location of the following emergency equipment.

- FIRE EXTINGUISHERS.
- A RED EMERGENCY STOP BUTTON is on the card reader station panel. This will shut down the fuel pumps.
- AN EMERGENCY SHUT OFF SWITCH. This allows you to shut down the entire system from a location other than the fueling island. It is clearly identified with a sign. If a fire starts use the EFSO.
- A TELEPHONE or a fire alarm transmitting device.

THE SITE OPERATOR'S telephone number is posted at the site. If you need assistance or need to report a spill or problem, call this number.

CONTAINERS

Only approved containers may be filled.

Approved containers must be:

- CLEARLY MARKED with the name of the liquid. (NFPA No. 30A, Sec. 9.2.3.2).
- Constructed of metal or approved plastic, have a tight closure, and be fitted with a spout or be so designed that the contents can be poured without spilling. (OFC 3404.3—NFPA 30 4.2).

- A metal or *plastic safety that holds 5 gallons or less (NFPA 30 table 6.2.3).

* An approved plastic container is one that has been tested and listed to be in compliance with the requirements of ASTM F 852 or F 976, ANSI/UL 1313, or 49 CFR.

- A metal drum, meeting DOT specifications that holds 60 gallons or less (NFPA 30, Sec 4.2.3).

Procedures for fueling portable containers:

- Portable containers up to 12 gallons **must** be placed on the ground before filling. **DO NOT FILL PORTABLE CONTAINERS WHILE THEY ARE IN A TRUNK, A BOAT, OR BED OF A PICKUP!** (NFPA No. 30A, Sec. 9.2.3.3)
- Do not use latch open devices when filling portable containers.

OTHER PRECAUTIONS

- STOP YOUR ENGINE and put your vehicle in PARK or set your emergency brake. You **MUST STOP** your engine before fueling. Discharge static electricity before touching the nozzle.
- You must remain outside your vehicle and must attend the nozzle and be in full view of the nozzle while refueling.

HOW TO BEGIN FUELING

- Insert access card into the card reader and remove it. Directions will appear on the screen of the card reader.
- Enter your security number. Press ENTER.
- (On a two card system, you will now enter the vehicle card using the same process).
- Enter your 5 digit odometer number or any other number. Press ENTER.
- Activate the pump by entering the pump number. Press ENTER.
- Lift the nozzle from the pump and insert the nozzle deeply into the fuel tank.
- Activate the pump by lifting the lever on the side of the pump.
- Pull the trigger on the nozzle and begin to dispense fuel.

The optimum nozzle setting for speed of delivery is between $\frac{1}{2}$ and $\frac{3}{4}$ open. Faster delivery may result in a spill.

If the nozzle is activated too quickly, a leak detector will automatically slow pumping to a trickle. If this happens, release the trigger on the nozzle and wait 10 seconds. Pull trigger back on and pumping should be normal.

FIRE SAFETY TRAINING RECEIPT

I certify that I have received and read the fire safety training material provided to me. I have also distributed the material to all employees under my supervision and certify that they have been trained in the safe operation of gasoline dispensing equipment at unattended automated fueling sites.

CUSTOMER NAME (please print): John Teague

CUSTOMER SIGNATURE: [Signature]

DATE: 10/21/14

ACCOUNT NUMBER: RR 8410



1977 Claxter Rd NE • PO Box 7135 • Salem OR 97303 • 503.363.7676 • fax 503.363.5822

MNOP CARDLOCK FUELING CERTIFICATION

In order to comply with Oregon Revised Statutes (ORS 480.310 to 480.385) and Oregon Administrative Rules (OAR 837-020-0025 to 837-080-0125), all Oregon cardlock customers wishing to purchase gasoline products (Class 1 flammable liquids) must meet and agree to the criteria listed below. Please read each portion before signing:

Business Name: Keizer Police Department

Address: PO Box 21000

City, State: Keizer OR 97307

Federal Employer ID Number (FEIN): 93-0836902 Phone: 503-390-3713

PROOF OF BUSINESS REQUIREMENT:

I agree to provide verifiable proof of business in the form of a Federal Employee Identification Number (FEIN), or a copy of a document issued by a governmental agency that clearly indicates active participation in the business, government agency, nonprofit organization or charitable organization.

If an FEIN is not available, I will provide a current (not expired) copy of the document checked below:

- ☐ Business License ☐ Contractors License ☐ Federal Income Tax Schedule C or F ☐ Equivalent Documentation
☐ Cab Card ☐ Active LLC registration (Subject to approval)

MINIMUM FUEL PURCHASE REQUIREMENT:

☐ I agree to purchase 900 gallons of Class 1 flammable liquids or diesel fuel from any source during each 12-month period, or

☒ I am exempt from the required fuel purchase amount (check one of the boxes below):

☐ I will provide my federal Schedule F income tax form with an amount on line 21 greater than zero

☒ I represent a government agency providing fire, ambulance, or police services

☐ I have been a cardlock customer on and since June 30, 1991. I meet and agree to all other requirements listed in this agreement

BUSINESS USE REQUIREMENT:

☒ I agree to dispense Class 1 flammable liquids only into motor vehicles, or approved containers, that are owned or used by this business, government agency, nonprofit organization or charitable organization.

FIRE SAFETY TRAINING REQUIREMENT:

☒ I agree that each individual and employee allowed to dispense Class 1 flammable liquids for my account will receive the fire safety training, as required by the State Fire Marshal, before dispensing any gasoline.

By signing this agreement, I certify that I have read the information on this agreement, and I certify all information provided and agreed to be true and correct.

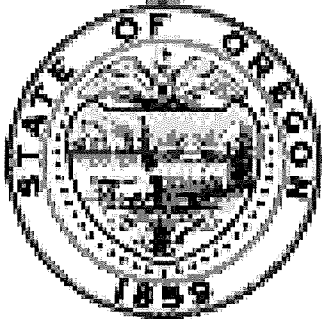
Printed Name: John Teague

Signature: [Signature] Date: 10/22/14

Awards/Agreements

Marc Nelson Oil Products, Inc.
Statewide - Secondary Fueling System KEY/CARD-
LOCK SERVICES

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Attachments Exist
Secondary Suppliers Do Not Exist

Contract Administrator

State Procurement Office
1225 Ferry St SE
Salem, OR 97301

Contact: Kaliska King
Phone: 1 (503) 378-5332
Fax:
Email: Kaliska.King@state.or.us

Supplier Address

Marc Nelson Oil Products, Inc.
PO Box 7135
Salem, OR 97303

Contact: Molly Sigado
Phone: 1 (503) 363-7676
Fax: 1 (503) 363-5822
Email: molly@marcnelsonoil.com

Receiving Address

State Procurement Office
See Purchase Order
Salem, OR 97301

Contact: SEE PURCHASE ORDER
Phone:
Fax:
Email:

Contract # 1504
Revision # 2.1 Revision Date 08/04/2014
Opportunity # 102-1804-11 Vers: 6
Contract Start Date 10/01/2011
Expiration Date 09/30/2017
Supplier Number 11122

All dates are mm/dd/yyyy

Revision # 1 is to update the expire date for Pollution insurance.
Amendment # 2 it to extend the expire date to September 30, 2017.
Revision # 5 is to add three (3) forms that MUST be filled out ONLY when a new account is created.

1. Carlock Certification form
2. Fire Safety form
3. State Diesel Tax Exempt form

Revision # 4 Update Certificate of Insurance. bjw 3/6/14
Revision # 3 Update Contract Administrator from Tim Jenks to Kaliska King. bjw 2/28/14
Revision # 2 To update contract administrator to Tim Jenks.
Revision # 1 - Update Administrator from billb to Kim Leeker
wab 6/12/2012

Amendment # 1 - Update permitted users.
wab 9/27/2011

Header Comments

This Statewide Price Agreement is the result of RFP 102-1804-11 which established multiple price agreements for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) for Card-Lock services for vehicle fuel.

MANDATORY USE CONTRACT

The resulting Price Agreements from the Solicitation shall be Mandatory Use Contracts for agencies subject to DAS SPO Authority and Convenience Contracts for ORCPP and agencies that have delegated authority. (See OAR 125-246-0110(80))

MULTIPLE AWARD BEST VALUE ANALYSIS

The three (3) documents in the attachments folder must be completed for all new accounts. State agencies subject to DAS Procurement Authority are required to conduct a best value

Awards/Agreements

Marc Nelson Oil Products, Inc.

Statewide - Secondary Fueling System KEY/CARD-
LOCK SERVICES

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analysis to determine which Price Agreement best meets the agencies needs considering all applicable criteria. Other Authorized Purchasers are encouraged to use a best value analysis to determine which Price Agreement best meets their needs.

Awarded price Agreement:

PA 1503 PetroCard
PA 1504 Marc Nelson Oil Products - Jerry Brown Company

CATEGORY OF GOODS

This Price Agreement is for the following Categories of Goods:
Vehicle fuel purchased through a Card-Lock Service.

Fuel Types available:

Regular Unleaded with 10% Ethanol
Midgrade Unleaded with 10% Ethanol
Premium Unleaded with 10% Ethanol
Premium Clear
Biodiesel B5

There are three (3) networks of Card-Lock services available under this Price Agreement, Pacific Pride, Fleetwide, and Commercial Fueling Network (CFN).

PA 1504 - MNOP / - <http://www.marcnelsonoil.com/pride.asp>
for Pacific Pride locations.

JBCO / - <http://www.cfnnet.com/logonacct.html> for

CFN locations.

Authorized Users:

- State Agencies
- ORCPP Members

Multiple Price Agreement Selection Process:

Best Value Determination: Authorized Purchasers are encouraged to use a best value methodology process to select which Price Agreement to use from the available list.

Best Value Criteria:

- Supplier provided reporting compatibility with Authorized purchasers existing reporting requirements. - -- Card issuance, replacement, liability policy
- Commodity availability
- Commodity Price
- Ancillary Services offered

Authorized Purchaser should document their resulting determination and retain a copy of the determination in their Contract files for the life of this Price Agreement for audit purposes.

Pricing Information:

Suppliers have proposed pricing by fuel type and location. See Exhibit A of the price agreement for the listing of locations and fuel price.

Mandatory Purchase Order (PO) Language:

"This purchase is placed against state of Oregon Price Agreement # 1504. The Contract terms and conditions, special contract terms and conditions (T's & C's) contained in the

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price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting T's & C's expressed or implied."

Price Agreement Documents Include:

- Solicitation # 102-1804-11
- Oregon Price Agreement # 1504
- Price Agreement, Exhibit A - Pricing

The documents can be located in the "Attachments Exist" folder.

Term of Price Agreement:

The contract period is for an initial term of three (3) years with the option to extend for additional periods.

See Section 2.3. Contract term of the Price Agreement, #1504

Delivery Requirements Not applicable this RFP			
Payment Terms Net 45			
FOB (Not Applicable)			
Item #	Quantity / Unit	Description	Unit Cost
1	1 GALLON	Fuel Management Services Key Card-Lock Secondary fueling services SEE ATTACHMENT A TO THE PRICE AGREEMENT FOR FUEL LOCATIONS AND PRICING	\$0.00

Mandatory or Convenience Mandatory	Renewal Option Initial term 3 years - with option to renew	Current Amendment Value \$0.00
Minimum Order Not applicable this Price Agreement		Previous Contract Value \$20,000,000.00
Return Policy See Price Agreement		Current Amended Value \$20,000,000.00
Warranty See Price Agreement		
Best Value Analysis		
Freight/Surcharge		

AMENDMENT # 002 to
CONTRACT # 1504

I. This is Amendment No. 002 to Contract # 1504 (as amended from time to time, the "Contract") dated 09/30/2011 between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office hereafter called "DAS SPO" or "State" and MARC NELSON OIL PRODUCTS, INC. hereafter called "Contractor". This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

The purpose of this Amendment is to extend the expiration date of the Price Agreement.

II. The Price Agreement is hereby amended as follows:

2.3 TERM OF PRICE AGREEMENT:

The initial Price Agreement term is three (3) years beginning on the date that SPO signs the Price Agreement, and all necessary approvals have been obtained, if any. SPO may extend the term of the Price Agreement for additional periods, unless terminated earlier in accordance with the termination provisions set forth herein. The new expiration date is September 30, 2017.

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

Certification:

By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

MARC NELSON OIL PRODUCTS INC.

By: Walter B. [Signature] Vice President Date: July 16, 2014
Name: Title:

AGENCY: [Signature] Date: 7-17-14
Approved By: Kelly Mix, Procurement Manager

APPROVED AS TO LEGAL SUFFICIENCY

Approved By: Not Required exempt under OAR 137-045-0052 Date: _____

**PRICE AGREEMENT
BY AND BETWEEN THE STATE OF OREGON,
ACTING BY AND THROUGH ITS
DEPARTMENT OF ADMINISTRATIVE SERVICES ("SPO")
AND**

**MARC NELSON OIL PRODUCTS / JERRY BROWN COMPANY
(Contractor)**

**PRICE AGREEMENT
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SECTION 7 – PRICING
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SECTION 9 – CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION 10 – CONTRACTOR'S SIGNATURE PAGE
SECTION 11 – AWARD AND STATE SIGNATURE PAGE
EXHIBIT A – PRICING PAGE
EXHIBIT B – PURCHASE ORDER
EXHIBIT C – TECHNICAL SPECIFICATIONS FOR GOODS

This Price Agreement is between the State of Oregon, acting by and through its Department of Administrative Services ("DAS"), State Procurement Office ("SPO") and the undersigned ("Contractor") in Section 10.

A. SPO issued RFP # **102-1804-11** seeking offers from qualified and responsible vendors to provide to Authorized Purchasers the Goods described in Sections 6 and 7 of this Price Agreement.

B. Contractor submitted an Offer in response to the RFP offering to provide to Authorized Purchasers the Goods described in Section 6 at the prices set forth in Section 7 according to the terms and conditions of this Price Agreement.

C. SPO has awarded Contractor a Price Agreement for the Goods and Service Prices as set forth in Section 11.

AGREEMENT:

In consideration of the foregoing recitals and subject to the covenants, terms and conditions set forth below, the parties agree as follows:

1:0 DEFINITIONS

"Authorized Agency" means those State Agencies that are subject to the procurement authority of the Director of the Department pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170. This term also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined under OAR 279A.(1)(010)(y)).

"Authorized Purchaser" means the State of Oregon, acting by and through SPO, and Authorized Agencies submitting Purchase Orders pursuant to SPO purchasing authority and direction and Independent Agencies submitting Purchase Orders pursuant to independent purchasing authority. It also includes ORCPP Participants and WSPC Participants with appropriate purchasing authority under their applicable statutes, rules, regulations or ordinances that submit Purchase Orders to Contractor.

"Contract" means the entire agreement between the Contractor and the Authorized Purchaser, comprised of this Price Agreement, including any Addenda and Amendments and a signed Purchase Order.

"Goods" means the individual items and related Services, if any, described in Sections 6 and 7.

"F.O.B." means has the meaning found in ORS 72.3190.

"Independent Agencies" means those State Agencies with independent procurement authority pursuant to ORS 279A.050, and other provisions of applicable State law.

"ORCPP" means the Oregon Cooperative Purchasing Program, who's Members include but are not limited to: State Agencies not subject to SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

"Participants" means members of ORCPP and WSPC.

"Price Agreement" means this agreement between the Contractor and SPO under which the Contractor agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of Authorized Purchasers.

"Purchase Order" means the purchase document in proper form as described in section 2.6.4.

"Rack" means petroleum products sold at the wholesale level from a primary storage location. Refers to loading racks where tanker trucks fill up.

"Services" means the services, if any, described in Sections 6 and 7 to be performed by Contractor under the Contract that are incidental to the purchase of Goods.

"Specifications" means the specific attributes of the Goods to be purchased or Services to be provided, if any.

"SPO" means the State of Oregon acting by and through its Department of Administrative Services - State Procurement Office.

"Standard" means everything related to the Goods that the manufacturer or Contractor offers to the general public during the applicable model year.

"State" means the State of Oregon.

"State Agency" or "State Agencies" means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

"UCC" means the Uniform Commercial Code, ORS chapters 71 and 72, as applicable and as amended from time to time.

"WSPC" means Washington State Purchasing Cooperative.

1.1 DEFINITIONS RELATING TO PRICING

"Applicable Rack" means the Rack from which the Goods sold to an Authorized Purchaser were acquired by the Contractor.

"Contractor Markup" shall mean the markup as proposed by the Contractor. The Contractor Markup is inclusive of (i) all direct, indirect, fixed or variable costs and fees of any type or description incurred by Contractor including transportation, labor, and administrative fees, and (ii) overhead and profit.

"OPIS Daily Index Price" means the Gross Branded or Unbranded Rack Average for Gasoline and Biodiesel as published by OPIS for Goods in each price item category for the Applicable Rack. Contractor may use the same day Benchmark (10 am EST/EDT) or the previous day's, end of day OPIS Benchmark (5 pm EST/EDT) once the Contractor selects the Benchmark Index they intend to use, (See exhibit B) Contractor must consistently use that location Benchmark Report throughout the term of the Price Agreement.

"Contract Price " means the price calculated by adding (a) the OPIS Daily Index Price, for the Goods purchased on the date of the delivery for the Applicable Rack and (b) the appropriate Contractor Markup and multiplying the sum of these components by the number of units purchased.. No other costs, fees or other charges may be added by the Contractor in determining the Contract Price. See Example below.

Example: An Authorized Purchaser purchases 20 gallons of gasoline, GROSS ETHANOL(10%) on September 16 from an outlet that has acquired its supply of fuel from the Portland Rack. The Contract Price for that purchase is calculated by adding the OPIS Daily Index Rack Average Price for the Portland Rack for OPIS GROSS ETHANOL(10%) for September 15 and the Contractor Markup for the Proposed fuel type. The total to be multiplied by the number of units purchased.

"Tax Component" means applicable federal, State and local taxes applicable to the transaction for which the Authorized Purchaser is not exempt.

"Transaction Price" means the sum of the Contract Price and the Tax Component. No other costs, fees or other charges may be added by the Contractor in determining the Transaction Price.

2.0 PRICE AGREEMENT TERMS AND CONDITIONS

2.1. PRICE DECREASE: The Authorized Purchaser must be given the immediate benefit of any price decrease. Contractor shall promptly notify SPO of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the Authorized Purchaser's Purchase Order document was written.

2.1.1. Should such decreased prices again increase during the term of the Contract, including extensions, SPO shall honor the increase if acceptable documentation verifying the increase is submitted to SPO. SPO shall determine what constitutes acceptable documentation.

2.2 Fixed Terms, Conditions and Prices. (1) A Price Agreement constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Price Agreement. A Price Agreement is enforceable for the period stated in the Price Agreement and, notwithstanding ORS 72.2050, obligations there under are not revocable by the Contractor ORS 279B.140 .

2.3 TERM OF PRICE AGREEMENT: The initial Price Agreement term is **three (3) years** beginning on the date that SPO signs the Price Agreement, and all necessary approvals have been obtained, if any. SPO may extend the term of the Price Agreement for additional periods, unless terminated earlier in accordance with the termination provisions set forth herein.

2.4. EXTENSIONS: SPO shall notify Contractor in writing if SPO intends to extend the Price Agreement ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to SPO within the time period specified therein. If the Contractor does not consent, the Price Agreement shall expire according to its terms, unless earlier terminated.

2.4.1 ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, SPO reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond the end of any term. SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

2.4.2 PRICE INCREASES:

2.4.2.1 Contractor may seek price adjustments every six (6) months from the start date of the Price Agreement based solely upon increases in manufacturer prices to Contractor. To seek price adjustments, Contractor shall submit a written request to the DAS/SPO contact point identified in Section 11 of the Price Agreement. The request must include all proposed new pricing, cost/price increase supporting documentation, and must be submitted no later than six (6) weeks prior to the date the Contractor desires to have the pricing become effective.

2.4.2.2 The State, acting through DAS/SPO, reserves the right in its sole discretion to determine whether to approve the proposed price increase(s) or require additional documentation, or to require independent verification of pricing or documentation. Proposed pricing not supported by the documentation and allowable under the terms of the Price Agreement may be rejected.

2.4.2.3 BASIS FOR PRICE INCREASE: If Contractor's consent is contingent upon a price increase, it shall so signify on the Renewal Notice, and shall sign and return it to SPO, together with cost/price

documentation supporting the requested increase, within the time period specified. A price increase, if granted, is based solely upon increases in manufacturer's invoice price to Contractor.

2.4.2.4 SPO'S DISCRETION: SPO reserves the right in its sole discretion to determine whether to agree to a price increase for an extension. It further reserves the right to require additional documentation, or to independently verify the basis for and validity of any proposed price increase utilizing its internal price review and analysis protocols. SPO may accept or reject the requested increase or offer some lesser amount.

2.4.2.5 COMPROMISE OR REJECTION: In the event SPO offers some compromise amount or rejects the requested price increase, Contractor may elect to agree to the proposed extension under those conditions, or allow the Price Agreement to expire. However, Contractor has no right to receive, or claim for failure to receive, a price increase for any extension.

2.4.2.6 PRICE ADJUSTMENT FIRM: The approved price increase is firm for the duration of the applicable extension. Provided, however, no more than one price increase is allowed during any twelve-month period.

2.5. ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, SPO reserves the right in its sole discretion to extend the Price Agreement for a maximum of one (1) calendar month beyond the end of any term. SPO shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

2.6 TERMINATION:

2.6.1 SPO and Contractor may terminate the Price Agreement at anytime by mutual written consent.

2.6.2. SPO may, at its sole discretion, terminate the Price Agreement upon 30 days written notice to Contractor including for the reasons set forth in ORS 279B.140.

2.6.3 SPO may terminate the Price Agreement if Contractor is in default under any Contract.

2.6.4 PURCHASE ORDERS: Contractor shall only accept Purchase Orders that: (a) contain the mandatory Purchase Order language set forth in Section 2.6.6, below, except that for Authorized Agencies, Contractor shall only accept Purchase Orders that comply with Section 2.6.5, below; (b) specify the quantity of Goods ordered; (c) specify a delivery schedule, if any; (d) specify delivery location; (e) specify invoicing address; and (f) specify Authorized Purchaser's authorized representative ("Purchase Order"). Contractor shall only accept Purchase Orders that do not vary, amend, modify, or add Contract provisions other than changes to the Authorized Purchaser's authorized representative, identification of Goods and order quantities, optional Services, equipment and accessories offered under the terms of the Price Agreement, delivery schedules in accordance with the terms of the Price Agreement, delivery destination and invoicing address. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts.

2.6.5 STATE AGENCIES: Authorized Agencies shall use SPO-approved Purchase Order forms to order Goods under the Price Agreement unless otherwise authorized by SPO. Such Purchase Order forms shall reference the Price Agreement by the Price Agreement number and include the proposed item number(s) of the Goods ordered. (See Exhibit B - Sample Purchase Order)

2.6.6 MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION # **102-1804-11** AND PRICE AGREEMENT # **[ORDERING ORGANIZATION WILL INSERT PRICE AGREEMENT #]**. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

2.6.6.1 Notwithstanding any other provision of this Price Agreement, in the event that an Authorized Purchaser uses a credit card to pay for an order, an Authorized Purchaser generated Purchase Order is not a necessary document to the transaction. In lieu of a Purchase Order document, a Contractor order acknowledgement document will become a part of the Contract. However, in no event will an order acknowledgement, web order page or other Contractor-generated document used to acknowledge the order modify or provide additional terms and conditions of this Contract. Such order acknowledgement document is for the sole purpose of acknowledging the order and payment and are not part of this Price Agreement or any resulting Contract.

2.6.6.2 In the event a court of competent jurisdiction determines that a Purchase Order constitutes an offer rather than an acceptance, then acceptance by Contractor is limited to the terms and conditions of the Contract as set forth in this Price Agreement.

2.7 Reserved.

2.8 SALES TO UNAUTHORIZED PURCHASERS: It is the Contractor's responsibility to verify purchasers' authority to contract pursuant to the Price Agreement. If Contractor is found to have entered into two or more Contracts with an entity other than an Authorized Purchaser, Contractor will be deemed to be in material breach of the Price Agreement.

2.9 VERIFICATION OF PARTICIPANT AUTHORITY:

2.9.1 ORCPP: ORCPP Participants can be verified:

- On the SPO website: <http://www.oregon.gov/DAS/SSD/SPO/coop-menu.shtml> .

2.10 Reserved.

2.11 VOLUME SALES REPORTS (VSRs) AND VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF)

2.11.1 VOLUME SALES REPORTS (VSRs):

2.11.1.1 SUBMITTAL: Contractor shall submit a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter. For the purposes of this Price Agreement, calendar quarters end March 31, June 30, September 30, and December 31. VSRs must contain:

2.11.1.1.a Complete and accurate details of all receipts (sales and refunds) for the reported period;

2.11.1.1.b The information as identified in the SPO document titled Volume Sales Report Template - Data Requirement, Format and Layout; and

2.11.1.1.c Such other information as SPO may reasonably request.

2.11.1.2 NO-SALE REPORT/FORMAT: Contractor shall send a VSR to SPO each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter"; this can be by way of e-mail without any attachment provided the subject title clearly identifies your company name, the relevant Price Agreement Number, and the reporting period for the VSR.

2.11.1.3 DATA MEDIUM and DELIVERY MEDIUM: Contractor shall provide VSRs in MS Excel (.xls, .xlsx) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs or faxed VSRs are not acceptable. Copies of VSRs on CDs are acceptable if the size of the file precludes transmission by e-mail. Approval from the Contract Administrator must be obtained for deviations from these requirements.

2.11.1.4 RECEIPT/ACCEPTANCE: The first VSR submitted by the Contractor must be submitted to the SPO Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Price Agreement shall not preclude SPO from challenging the validity thereof at any time.

2.11.1.5 SPO reserves the right to terminate this price agreement if volume sales reports are not received as scheduled or in the prescribed format.

2.11.2 VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF):

2.11.2.1 VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF) PERCENTAGE: The Vendor Collected Administrative Fee (VCAF) is a charge equal to \$0.01 times the Contractor's Gross total gallons of fuel, including Winterization if applicable, delivered, less any credits, made to Authorized Purchasers during the calendar quarter. Contractor may not reflect the VCAF fee as a separate line item charge to authorized purchasers.

2.11.2.2 VCAF AMOUNT: The VCAF amount due is the amount reported in the Volume Sales Report for the reporting period submitted as per section 2.11.1.

2.11.2.3 PAYMENT DUE DATE: During the term of this Price Agreement including the sales during the last calendar quarter of the term of this Price Agreement, the Contractor shall remit VCAF payment to SPO no later than forty-five (45) calendar days after the end of each calendar quarter. For the purposes of this Price Agreement, calendar quarters end March 31, June 30, September 30, and December 31. Contractor is responsible for timely reporting and payment, regardless of entity that actually reports or makes VCAF payment to SPO.

2.11.2.4 PAYMENT FORMAT: The fee must be in the form of an Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Debit or a check remitted to:

State of Oregon
Department of Administrative Services
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

Any other form of payment must be specifically approved by the Contract Administrator.

2.11.2.5 INTEREST ON VCAF DUE: Any payment Contractor makes or causes to be made to SPO after the due date shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. SPO's right to interest on late payments shall not preclude SPO from exercising any of its other rights or remedies pursuant to this Price Agreement or otherwise with regards to Contractor's failure to make timely remittances.

2.11.3 AUDIT: SPO, at its own expense (except as provided herein), has the right during regular business hours, at Contractor's premises, and upon reasonable notice to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 2.11.2.5. At SPO'S request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by SPO.

2.12 LIMITATION OF LIABILITY: Contractor acknowledges and agrees that the State bears no liability on Contracts entered into for purchases by non-State Agencies, which liability the State expressly disclaims. With regard to non-State Agencies, Contractor agrees to look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Contractor's Goods or Services and the resulting contractual relationship, if any, with each such contracting party.

3.0 STANDARD CONTRACT TERMS AND CONDITIONS

3.1 ORDER OF PRECEDENCE: The printed terms and conditions set out in this Section 3 are the Standard Terms and Conditions for State of Oregon contracts for Goods. SPO may also provide Special Contract Terms and Conditions in Section 4, which apply only to this Contract. Whenever possible, all terms and conditions of this Price Agreement must be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict, the Contract will be interpreted in the following order of precedence: (i) amendments, (ii) addenda (iii) the Special Contract Terms and Conditions, (iv) Specifications, (v) these Standard Contract Terms and Conditions, and (vi) Price Agreement Terms and Conditions.

3.2 PAYMENT; Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT.** Payment is due from Authorized Purchaser within forty-five (45) days after the date of receipt of the invoice.

3.3 OVERDUE CHARGES: **OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser, in accordance with the provisions of ORS 293.462(3), up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(4).

3.4 PAYMENT ADDRESS: Authorized Purchaser will send Payment to Contractor at the address specified in the invoice.

3.5 INVOICES: Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices must be sent to the Delivery Destination specified in the Purchase Order, or to a different

address as may be provided by Authorized Purchaser. Contractor shall include in its invoice the Contract #, Goods ordered and volume or quantity of Goods delivered, the price per item or quantity of Goods, the total amount due, and address to which payment is to be sent.

3.6 STATE AND FEDERAL EXEMPTION: The Contractor shall process all the forms necessary for the State and federal fuel exemption claims (if applicable). No additional charges will be allowed for exemption processing or tax withholding requirements.

3.6 MOST FAVORABLE PRICES AND TERMS: Contractor represents that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local government unit or commercial customer.

3.6.1 Should Contractor, during the term of the Price Agreement, enter into any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other such government unit or commercial customer, this Contract shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the State. This provision applies to comparable Goods and services, and to purchase volumes by the State that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits or more favorable terms.

3.6.2 Section 3.6.1 does not apply to donations of Goods to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, shall not be considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of section 3.6.1.

3.7 INSPECTIONS/ACCEPTANCE: The Authorized Purchaser shall have ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable Specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.

3.7.1 **CURE:** The Authorized Purchaser may elect to have the Contractor deliver substitute Goods that comply with the Contract Specifications and warranties. The Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection and opportunity to cure. Failure to complete cure within the ten (10) calendar-day period shall constitute a material default of the Contract.

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

Nothing contained in this Section 3.7 shall preclude Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

3.8 REPRESENTATIONS; WARRANTIES:

3.8.1 **AUTHORITY; BINDING OBLIGATION:** Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms.

3.8.2 **WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:** Contractor represents and warrants that all Goods are new, unused, current production models, where applicable, and are free from defects in materials, design and manufacture at delivery. Where Specifications have been made a part of the

solicitation, Contractor further represents and warrants that all Goods will be in compliance with and meet or exceed all Specifications.

3.8.3 WARRANTY ON SERVICE STANDARDS: Contractor warrants that all services required to be performed, if any, will be performed in a good and workmanlike manner, and in accordance with the highest applicable professional or industry standards.

3.8.4 WARRANTY OF TITLE: Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to the Authorized Purchasers hereunder.

3.8.5 WARRANTY ON SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to those prescribed by the Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

3.8.6 WARRANTIES CUMULATIVE: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract are cumulative, and will be interpreted expansively so as to afford the Authorized Purchasers and the State the broadest warranty protection available.

3.8.7 MANUFACTURER WARRANTIES: Contractor shall transfer all manufacturer warranties covering the Goods and component parts, if any, to the Authorized Purchasers at time of delivery, at no charge.

3.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

3.9.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 the terms of which are incorporated by reference into such Contracts.

3.9.2 RECYCLED PRODUCTS: Contractor shall, to the maximum extent economically feasible, use recycled and recyclable products in the performance of the Contract. These products shall include recycled paper, recycled PETE products, as defined in ORS 279A.010(1)(ee)-(gg), and other recycled plastic resin products.

3.9.3 In the event of a conflict between the Specifications and applicable federal and State laws, the federal or State laws shall prevail. Provided, however, in the event any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor is responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify SPO and Authorized Purchasers of any such required modifications upon receipt of knowledge or notification of such.

3.9.4 In the event any Good or component part is recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable standards, Contractor shall immediately notify SPO and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Authorized Purchaser may elect to (a) cancel any portion of the Contract, (b) reject the Goods (c) revoke its acceptance of the Goods, or (d) terminate the Contract in whole or in part, based upon such recall or non-compliance. In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Authorized Purchaser for payments made.

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

3.11 MATERIAL SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods.

3.12 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence for Contractor's performance obligations under the Contract.

3.13 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. The Authorized Purchaser may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

3.14 INSURANCE: Contractor shall obtain prior to performing under the Price Agreement, and maintain during the term of the Price Agreement (including all warranty periods), the insurance required under Section 5. With regard to workers' compensation insurance, all employers, including Contractor, that employ subject workers who work under the Price Agreement in the State of Oregon shall comply with ORS 656.017 and shall provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

3.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an Authorized Agency or an Independent Agency, the Authorized Purchaser represents that it has sufficient funds available and authorized within its biennial appropriation or limitation to pay the cost of purchases under the Contract prior to the end of the current biennium. Contractor understands and agrees that such an

Authorized Purchaser's payment of amounts under the Contract attributable to purchases made after the last day of the current biennium is contingent on that Authorized Purchaser's receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments under the Contract.

3.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

3.16.1 Contractor shall perform all required Services as an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods to be delivered and the Services to be performed and (ii) to evaluate the quality of the completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required by this Contract.

3.16.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no State or federal rules or regulations would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265.

3.16.3 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

3.17 INDEMNIFICATION:

3.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. AUTHORIZED PURCHASER SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM THAT AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS OR EMPLOYEES, OR (II) AGENCY'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

3.17.2 PROVIDED, HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE AND/OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES AND/OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND/OR THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

3.18 EVENTS OF DEFAULT:

3.18.1 Default by Contractor. Contractor is in default under this Contract if:

3.18.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

3.18.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of Authorized Purchaser's notice or such longer period as Authorized Purchaser may specify in such notice; or

3.18.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract including but not limited to breach of the Price Agreement, and such breach, default or failure is not cured within ten (10) business days after delivery of Authorized Purchaser's notice of default or such longer period as Authorized Purchaser may specify in such notice.

3.18.2 Default by Authorized Purchaser. Authorized Purchaser is in default under this Contract if:

3.18.2.1 Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice; or

3.18.2.2 Authorized Purchaser commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

3.19 REMEDIES:

3.19.1 Authorized Purchaser's Remedies. In the event Contractor is in default under Section 3.18.1, in addition to the remedies afforded elsewhere herein, the Authorized Purchaser is entitled to recover for any and all damages suffered as the result of Contractor's breach of Contract, including but not limited to

direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. The Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

3.19.1.1 Termination of this Contract under Section 3.21.1 or 3.21.2.;

3.19.1.2 Withholding all monies due for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

3.19.1.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

3.19.1.4 Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty

3.19.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Sections 3.18.1, the rights and obligations of the parties are the same as if this Contract was terminated pursuant to Section 3.21.2.1.

3.19.2 Contractor's Remedies: In the event Authorized Purchaser terminates the Contract for convenience under Section 3.21.2.1, or in the event Authorized Purchaser is in default under Section 3.18.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 3.21.3, Contractor's sole remedy is (a) A claim against Authorized Purchaser for the unpaid purchaser price for Goods delivered and accepted by Authorized Purchaser (b) with respect to Services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser (c) with respect to deliverable-based Services, a claim for the sum designated for completing the deliverable multiplied by the percentage of Services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

3.20 ATTORNEYS' FEES: With the exception of defense costs and expenses pursuant to 3.17, neither party is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Contract.

3.21 TERMINATION:

3.21.1 MUTUAL CONSENT: The Contract may be terminated at any time by mutual written consent of the parties

3.21.2 AUTHORIZED PURCHASER:

3.21.2.1 AUTHORIZED PURCHASER may, at its sole discretion, terminate the Contract, for convenience, at any time upon 30 days written notice.

3.21.2.2 AUTHORIZED PURCHASER is excused from performance and may in its sole discretion terminate the Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as the Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (i) the Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods to be purchased under the Contract; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by the Authorized Purchaser under the Contract is prohibited, or the Authorized Purchaser is prohibited from paying for such Goods from the planned funding source; or (iii) Contractor commits any material breach of the Contract. Pursuant to this Section 3.21.2.2, upon receipt of written notice of termination, Contractor shall stop performance under the Contract as directed by the Authorized Purchaser.

3.21.3 CONTRACTOR: Contractor may terminate the Contract immediately upon notice to Authorized Purchaser, or at such later date as it may establish in such notice as set forth in Section 3.18.2., upon Agency's failure to pay for the Goods, in accordance with the terms of this Contract.

3.22 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to the Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records shall also be kept in accordance with generally-accepted accounting principles. During the Record-retention period established in this Section 3.22, the Contractor shall permit the Authorized Purchaser, its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

3.23 NOTICES: All notices required under the Contract must be in writing and addressed to the party's authorized representative. For Authorized Purchasers, the authorized representative must be identified in the Purchase Order. Contractor's authorized representative is the individual identified in Section 10. Mailed notices are deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Personal delivery is effective upon delivery.

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

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

3.26 VENUE; CONSENT TO JURISDICTION:

3.26.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between a Authorized Agency and Contractor, or an Independent Agency and Contractor, that arises from or relates to the Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein may be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

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

3.27 SURVIVAL: Any terms of this Contract, which by their context or nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions shall survive the termination or expiration of this Contract.

3.28 SEVERABILITY: If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

3.29 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval relieves Contractor of any obligations under the Contract, and any assignee, transferee, or delegate is considered the agent of Contractor. The provisions of the Contract are binding upon, and shall inure to the benefit the parties to the Contract and their respective successors and permitted assigns.

3.30 MERGER CLAUSE; AMENDMENT; WAIVER: The Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified therein regarding the Contract. No waiver, consent, or amendment of terms of the Contract shall bind either party unless in writing and signed by both parties, and all necessary approvals have been obtained. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of the Contract shall not constitute a waiver by the Authorized Purchaser of that or any other provision.

3.31 ANTICIPATED AMENDMENTS: All amendments to this Agreement shall comply with applicable statutes and administrative rules and the following provisions.

- A. Scope of Amendments. During the term of this Agreement, one or more of the following amendments may be made to this Agreement:
1. Amendments to extend the term of this Agreement for additional periods;
 2. Amendments to add new Manufacturers products within the scope of the solicitation,
 3. Amendments to add new options to existing products as they become available such as alternative fuels, Oil lubricants, windshield washer fluid, use of Electric charging unit for electric vehicles.
 4. Amendments to delete products or fuel types no longer available.
- B. Amendment Process. Upon identification of any of the circumstances set forth in Section A requiring an amendment to this Agreement by either party, the parties may enter into negotiations regarding the proposed amendment to this Agreement.

SECTION 4 – SPECIAL CONTRACT TERMS AND CONDITIONS

4.1 It is understood and agreed by Contractor that Rack locations and prices can be removed from and added to the OPIS publication by the publishing company without affecting the procedure for price computation. In the event that the Rack location that is being used for pricing is removed a substantially similar location will be used.

4.2 If it appears that an error has occurred in any OPIS Daily Index Price, the State shall contact the publisher for clarification.

4.3 Approved contract price changes and other amendments to the Price Agreement will be documented through the publication of a Price Agreement Summary by the State Purchasing Section. This summary will be viewable on the ORPIN system.

4.4 Contractor shall make available to the Authorized Purchasers the OPIS information used to make calculations when the invoice calculations are challenged by the Authorized Purchaser.

4.5 The State reserves the right to add additional fuel types to the awarded Price Agreement as required. Additional fuel types at any given location may be added to the Price Agreement by mutual consent of Contractor and the State. The format to add additional locations is as follows:

4.5.1. SPO will receive a written request from an Authorized Purchaser requesting the addition of a fuel type. The Authorized Purchaser's request shall include the types, quantities and location of the fuel required. SPO may also request the addition of fuel types to the Price Agreement

4.5.2. SPO will request the addition of a fuel type to the Price Agreement of the Contractor.

4.5.3. The Contractor shall provide to SPO, in writing, the costs to supply the proposed fuel type. This cost must be in the form of the dealers mark up and is subject to the same terms as listed in Section 2.4.2. PRICE INCREASE. This mark up shall apply to the fuel type no matter what Rack the fuel is supplied from.

4.5.4. SPO will determine if the proposed pricing is acceptable or reject the pricing. In the event that the Contractor's pricing is accepted, DAS shall amend the Price Agreement to add the additional fuel type.

4.6. Either SPO and or DAS Fleet may request more detailed reports for any quarter. These reports may be required to include detailed information such as individual invoices.

4.7. Contractor shall make available to DAS Fleet the following information electronically upon request. All State account activity and export transactional data as needed in excel format. Transactional data available shall include: account number, account name, card number, vehicle number, date and time of transaction, location, gallons, cost per gallon, total cost, and product.

SECTION 5 – INSURANCE REQUIREMENTS

5.1 REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this Section 5 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency.

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY

☐ Required by Agency ☒ Not required by Agency.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

☒ Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance must include personal injury liability, products and completed operations. Coverage must be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

☒ Combined single limit for any single claimant per occurrence :

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

☒ Combined single limit for any single claimant per occurrence:
From commencement of the Contract term to January 1, 2012: \$100,000.
From January 1, 2012, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).
Aggregate limit for all claims per occurrence:
From commencement of the Contract term to January 1, 2012: \$500,000.
From January 1, 2013, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

iv. Automobile Liability Insurance: Automobile Liability.

☒ Required by Agency ☐ Not required by Agency.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

Bodily Injury/Death:

☒ Combined single limit for any single claimant per occurrence:
From commencement of the Contract term to June 30, 2012: \$1,700,000.
July 1, 2012 to June 30, 2013: \$1,800,000.
July 1, 2013 to June 30, 2014: \$1,900,000.
July 1, 2014 to June 30, 2015: \$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).
Aggregate limit for all claims per occurrence:
From commencement of the Contract term to June 30, 2012: \$3,400,000.
July 1, 2012 to June 30, 2013: \$3,600,000.
July 1, 2013 to June 30, 2014: \$3,800,000.
July 1, 2014 to June 30, 2015: \$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

☒ Combined single limit for any single claimant per occurrence:
From commencement of the Contract term to January 1, 2010: \$100,000.
From January 1, 2011, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).
Aggregate limit for all claims per occurrence:
From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2011, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

AUTOMOBILE LIABILITY. Automobile Liability Insurance, including MCS-90 endorsement, with a combined single limit of no less than \$ 1,000,000.00 or equal to the U.S. Department of Transportation requirements, whichever is greater. The policy shall insure against bodily injury, property damage, or environmental damage arising out of the use (including loading, transporting and unloading) by or on behalf of Contractor, its agents and employees of owned, non-owned or hired vehicles.]

v. EMPLOYERS' LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

☒ Combined single limit for any single claimant per occurrence :

From commencement of the Contract term to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.
July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).	

vi. POLLUTION LIABILITY.

☒ Required by Agency ☐ Not required by Agency.

Pollution Liability Insurance covering Contractor's liability for bodily injury, property damage and environmental damage resulting from either sudden or gradual accidental pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$3,000,000.

vii. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable. If you are using excess/umbrella insurance to meet the minimum insurance requirement, your certificate must

include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

B. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE.

If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section 4.C.

D. NOTICE OF CANCELLATION OR CHANGE.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

E. CERTIFICATE(S) OF INSURANCE.

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Contractor shall immediately notify SPO of any change in insurance coverage.**

SECTION 6 SPECIFICATIONS FOR KEY-CARDLOCK SERVICES.

6.1 SERVICE: Proposers are required to submit with their Proposals detailed information about service facilities, locations, and procedures, including, but not limited to, the following:

6.1.1. Current contacts and telephone numbers, fax numbers with after-hour telephone numbers (if available), for each service facility in Oregon.

6.1.2. CONTACT PERSON: The apparent successful Proposer shall designate one or more persons(s) to act as Proposer's authorized representative and Contract Administrator under the Price Agreement to

be awarded. The name, address, and telephone number(s), E-mail addresses of such person must be provided to the SPO contact when submitting the Proposal.

6.2 GENERAL PROVISIONS:

6.2.1 SILENCE OF SPECIFICATIONS: The apparent silence of the Specifications and/or any supplemental Specifications as to any detail, or the apparent omission of a detailed description concerning any point, is regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, a Bidder shall seek a formal request for change. Failure to make such a request is at Contractor's risk, and the Proposer awarded a Price Agreement is required to provide Goods meeting the Agency's needs with regard to any omitted specification for which change should reasonably have been sought.

6.2.2 ADHERENCE TO THE SPECIFICATIONS. Deviations discovered after purchase must be corrected at no cost to the Authorized Purchaser.

6.3. DELIVERY:

6.3.1 DELIVERY DATE REQUIRED BY SPO: Not applicable this RFP

6.4. TRAINING: The Contractor shall provide training of customer personnel in the proper dispensing of flammable liquids and fire safety training in accordance with OAR 837-20-055. The Contractor shall comply with the current and future regulations in this area.

6.5. TECHNICAL SPECIFICATIONS:

6.5.1. Contractor shall supply to the Authorized Purchaser new original issued cards as requested at no cost to the Authorized Purchaser.

6.5.2. Authorized Purchaser may be charged by the Contractor for the replacement of lost or stolen cards. Additionally, the Authorized Purchasers may be charged for the replacement of cards otherwise requested by the Authorized Purchaser

6.6. HOURS OF OPERATION: The Commercial fueling location must be available 24 hours-per-day, every day of the year.

6.7. ENVIRONMENTAL CONDITIONS: The location must be well lit, clean and be in an open area as to provide a safe environment for 24-hour use by customers drivers. The location shall have functional fire extinguishers (that meet state, and/or local fire marshal requirements), shall post emergency phone numbers for use in case of problems, and shall provide locally-owned pay telephones and/or emergency telephones.

6.8. FUEL SPECIFICATIONS: The Contractor shall maintain designated motor fuels to meet customer needs.

- a. Unleaded gasoline, regular grade, shall have a minimum of 87.0 octane rating.
- b. Unleaded gasoline, medium grade, shall have a minimum of 89.0 octane rating.
- c. Unleaded gasoline, premium grade, shall have a minimum of 92.0 octane rating.

d. Diesel fuel shall be a minimum of No. 2 ASTM – D75-05 or revised ASTM specifications with less than or equal to 15 ppm sulfur with a minimum C-Trane rating of 45.

6.8.1 All motor fuels must be free from impurities including, but not necessarily limited to, water, dirt, harmful oils, fibrous material, and other petroleum products or contaminants.

6.8.2 . In case of damage directly traceable to a contaminated motor fuel at a card-lock station location or to a mobile fueling delivery truck/compartment, the contractor shall be responsible for reasonable and verifiable damage costs.

6.8.3 Underground storage tanks must comply with current and future federal and state regulations.

6.8.4 RESERVED

6.8.5. Biodiesel Fuel Shall be a domestic fuel for diesel engines comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils, or animal fats, designated B100, and which meets the specifications of ASTM # D6751-09 "Standard Specification for Biodiesel Fuel (B100) Blend Stock for Distillate Fuels" or revised ASTM specifications. The biodiesel supplied under this contract must be filter-cleaned to ten microns or less upon transfer from storage tanks to the local transport vehicle.

6.8.6. Biodiesel Blend

Shall be a blend of biodiesel fuel meeting ASTM # D6751-09 or revised ASTM specifications and ASTM # D5453 "Test Method for Determination of Total Sulfur in Light Hydrocarbons, Motor Fuels and Oils by Ultraviolet Fluorescence", or revised ASTM specifications, comprised of biodiesel and ultra-low sulfur diesel fuels blended by a percentage of each individual component. B5 is 5% biodiesel and 95% diesel fuel. Blending and handling of biodiesel shall conform to the most current Biodiesel Handling and Use Guidelines as defined by the U.S. Department of Energy.

6.8.7. Diesel Fuel No. 2 ASTM D396 (most recent issue) winterized in accordance with the following requirements: Diesel must be winterized for the months of October through March to a Cloud Point not higher than six (6) degrees Celsius above the tenth percentile minimum ambient temperature for the area in which the fuel is sold.

6.9. RESERVED

6.10. SITE LOCATIONS: The purpose of the Price Agreement is to supply commercial fueling locations throughout the state of Oregon. The Contractor that is awarded a Price Agreement must have commercial fueling locations situated throughout the state within a twenty five (25) mile radius of the following cities:

Albany, Arlington, Ashland, Astoria, Baker City, Bandon, Beaverton, Bend, Canby, Chemult, Chiloquin, Condon, Coos Bay, Corvallis, Crescent, Dallas, Elgin, Enterprise, Eugene, Florence, Garibaldi, Grant Pass, Hermiston, Hines, Hood River, Idanha, John Day, Joseph, Klamath Falls, La Grande, La Pine, Lakeview, Lincoln City, Madras, McMinnville, Medford, Mitchell, Molalla, Newberg, Newport, North Bend, Ontario, Oregon City, Pendleton, Port Orford, Portland, Prineville, Reedsport, Rice Hill, Riddle, Salem, Seaside, Silverton, Sisters, Stayton, St. Helens, Sweet Home, The Dalles, Tigard, Tillamook, Toledo, Ukiah, White City.

6.10.1. Contractor shall provide with its Proposal a complete list of all locations available for use by Authorized Purchasers including those listed above in the form of an MS .xls or .xlsx spreadsheet.

6.10.2 All locations must be able to accommodate vehicles of various sizes including Class 8 trucks equipped with ten (10) yard dump beds.

6.11. KEY/CARD DEVICE INVALIDATION LIABILITY:

6.11.1 The Contractor is responsible for purchases at any of its commercial fueling locations, after twenty-four (24) hours has expired following notification of an invalidation. Authorized Purchasers are responsible for purchases in the first twenty-four (24) hours after notification of a invalidation.

6.11.2 Additional Dollar Limitations: In consideration of additional specific dollar Limitations offered by Contractor, Authorized Purchasers agree:

6.11.2.1. Not to place applicable security codes on commercial fueling location devices; and

6.11.2.2. To cooperate with Contractor in identifying the person(s) responsible for charges in excess of the agreed upon dollar limitation.

6.12. INVOICING:

6.12.1. The Contractor's invoicing system must be flexible enough to meet the common accounting systems in the market place used by different authorized purchasers.

6.12.2. The Contractor shall transmit sales and billing information by magnetic tape, paper statement, diskette, digital file, or in any combination as required by the Authorized Purchasers.

6.12.3. The Contractor shall allow flexibility in its billing frequency for the Authorized Purchaser (i.e. weekly, bi-weekly or monthly).

6.12.4. The Contractor shall invoice by card or a single invoice, as required by the Authorized Purchaser.

6.13. VALID VEHICLES: The Authorized Purchaser shall pay purchase charges for valid cards. The Authorized Purchaser shall deduct from the billing any charge not corresponding to a valid card and shall notify the Contractor.

SECTION 7 – PRICING

See Exhibit A attached Pricing submitted by Proposer.

SECTION 8 – CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By signature on this Contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 9 – CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section 10 of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION 10 -- SIGNATURE OF CONTRACTOR'S DULY AUTHORIZED REPRESENTATIVE

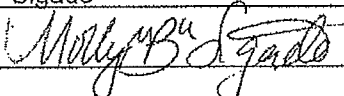
THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is a duly authorized representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor. (2) Contractor is bound by and will comply with all requirements, Specifications, and terms and conditions contained in this Contract (including all listed attachments, amendments, and Addenda, if any, issued (3) Contractor will furnish the designated Goods in accordance with the Contract Specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) CONTRACTOR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH OFFER.

Company Name: MNOP-JBCO Joint Venture

Offeror's Name: Molly Sigado

Authorized Signature: 

Title: Authorized Representative

Date: September 27, 2011

Contact Person (Type or Print): Molly Sigado

Telephone Number: (503) 363-7676

Fax Number: (503) 363-5822

E-mail Address: molly@marcnelsonoil.com

SECTION 11 – STATE SIGNATURE (to be completed by the State of Oregon)

The State of Oregon, acting by and through DAS/SPO hereby accepts Contractor's offer and awards a Price Agreement to the above Contractor for the item(s) and/or service(s) designated.

Authorized Signature: Melissa Canfield Date: 9/28/11
Melissa Canfield, Transaction Manager

Authorized for release on ORPIN by:

Authorized by E-mail on 6/17/2011 Date _____
Stephanie A. Thompson, Assistant Attorney General

SPO Contact:

Bill Bolliger, CPPB, OPBC
State Procurement Analyst
DAS / State Procurement Office (SPO)
1225 Ferry St SE, U140
Salem, OR 97301-4285

Ph. 503-373-2106
Fax. 503-373-1626

William.a.bolliger@das.state.or.us

EXHIBIT A

Pricing pages to be added from awarded proposal.

EXHIBIT B

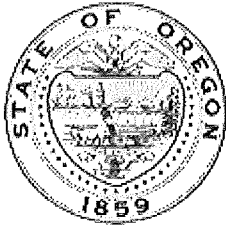
STATE OF OREGON				PURCHASE ORDER NO.	
Agency		PO Date	Delivery Date	Bid Number	Requisition No.
Vendor Name and Address ***** EXHIBIT B *****			Bill To		
Vendor Number		BPO/Contract Number	Agency Contact/Phone		
Ship To			FOB		
			Terms		
Item	Description	Quantity	U/M	Unit Price	Extended Amt.
				Sub Total	
				Freight	
				Total	
Authorized Agent/Approved				Date	

EXHIBIT C

Specifications to be added from awarded proposal.

Award Summary**Price Agreement****Statewide - Secondary Fueling System****KEY/CARD-LOCK SERVICES**

(Prod)

**Supplier Address**

Marc Nelson Oil Products, Inc.
PO Box 7135
Salem, Oregon
97303

Contact: Molly Sigado
Phone: 1 (503) 363-7676
Fax: 1 (503) 363-5822
Email: molly@marcnelsonoil.com

Contract #**1504**

Amendment # 2

Revision # 1

Revision Date

08/04/2014

Opportunity #

102-1804-11

Contract Start Date

10/01/2011

Expiration Date

09/30/2017

Supplier Number

11122

All dates are mm/dd/yyyy

☐ Attachments Exist
☐ Amendment/Revision Comments Exist
Secondary Suppliers Do Not Exist
User Comments Do Not Exist

Contract Administrator

State Procurement Office
1225 Ferry St SE
Salem, Oregon
97301

Receiving Address

See purchase order

Contract Filed At

DAS PS

Contact: Kaliska King
Phone: 1 (503) 378-5332
Fax:
Email: Kaliska.King@state.or.us

Header Comments

This Statewide Price Agreement is the result of RFP 102-1804-11 which established multiple price agreements for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) for Card-Lock services for vehicle fuel.

MANDATORY USE CONTRACT

The resulting Price Agreements from the Solicitation shall be Mandatory Use Contracts for agencies subject to DAS SPO Authority and Convenience Contracts for ORCPP and agencies that have delegated authority. (See OAR 125-246-0110(80))

MULTIPLE AWARD BEST VALUE ANALYSIS

The three (3) documents in the attachments folder must be completed for all new accounts. State agencies subject to DAS Procurement Authority are required to conduct a best value analysis to determine which Price Agreement best meets the agencies needs considering all applicable criteria. Other Authorized Purchasers are encouraged to use a best value analysis to determine which Price Agreement best meets their needs.

Awarded price Agreement:

PA 1503 PetroCard
PA 1504 Marc Nelson Oil Products - Jerry Brown Company

CATEGORY OF GOODS

This Price Agreement is for the following Categories of Goods:

Vehicle fuel purchased through a Card-Lock Service.

Fuel Types available:

Regular Unleaded with 10% Ethanol
Midgrade Unleaded with 10% Ethanol
Premium Unleaded with 10% Ethanol
Premium Clear
Biodiesel B5

There are three (3) networks of Card-Lock services available under this Price Agreement,
Pacific Pride, Fleetwide, and Commercial Fueling Network (CFN).

PA 1504 - MNOP / - <http://www.marcnelsonoil.com/pride.asp>
for Pacific Pride locations.
JBCO / - <http://www.cfnnet.com/logonacct.html> for
CFN locations.

Authorized Users:

- State Agencies
- ORCPP Members

Multiple Price Agreement Selection Process:

Best Value Determination: Authorized Purchasers are encouraged to use a best value
methodology process to select which Price Agreement to use from the available list.
Best Value Criteria:

- Supplier provided reporting compatibility with Authorized purchasers existing reporting requirements. -- Card issuance, replacement, liability policy
- Commodity availability
- Commodity Price
- Ancillary Services offered

Authorized Purchaser should document their resulting determination and retain a copy of
the
determination in their Contract files for the life of this Price Agreement for audit
purposes.

Pricing Information:

Suppliers have proposed pricing by fuel type and location. See Exhibit A of the price
agreement for the listing of locations and fuel price.

Mandatory Purchase Order (PO) Language:

"This purchase is placed against state of Oregon Price Agreement # 1504. The Contract
terms and conditions, special contract terms and conditions (T's & C's) contained in the
price agreement are hereby incorporated by reference and shall apply to this purchase and
shall take precedence over all other conflicting T's & C's expressed or implied."

Price Agreement Documents Include:

- Solicitation # 102-1804-11
- Oregon Price Agreement # 1504
- Price Agreement, Exhibit A - Pricing

The documents can be located in the "Attachments Exist" folder.

Term of Price Agreement:

The contract period is for an initial term of three (3) years with the option to extend for additional periods.

See Section 2.3. Contract term of the Price Agreement, #1504

Delivery Requirements Not applicable this RFP			
Payment Terms Net 45			
FOB (Not Applicable)			
Item #	Quantity / Unit	Description	Unit Cost
1	1 GALLON	Commodity No. 958-50 Fuel Management Services Key Card-Lock Secondary fueling services SEE ATTACHMENT A TO THE PRICE AGREEMENT FOR FUEL LOCATIONS AND PRICING	\$0.00
Mandatory or Convenience Mandatory		Renewal Option Initial term 3 years - with option to renew	Current Amendment Value \$0
Minimum Order Not applicable this Price Agreement			Previous Contract Value \$20,000,000
Return Policy See Price Agreement			
Warranty See Price Agreement			
Best Value Analysis			Current Amended Value \$20,000,000
Freight / Surcharge			

Control # 1643446

Location	Address	Owned / Network	Network	Fuel Type
Adams	Hale & Morrison	Network	PACPRIDE	Biodiesel
Adams	Hale & Morrison	Network	PACPRIDE	Mid Unl 10%E
Adams	Hale & Morrison	Network	PACPRIDE	Reg Unl w/Ethanol
Adel	Hwy 140 & Lake County Rd 3-14	Network	PACPRIDE	Biodiesel
Adel	Hwy 140 & Lake County Rd 3-14	Network	PACPRIDE	Reg Unl w/Ethanol
Albany	1130 Old Salem Road	Network	PACPRIDE	Biodiesel
Albany	1130 Old Salem Road	Network	PACPRIDE	Mid Unl 10%E
Albany	1130 Old Salem Road	Network	PACPRIDE	Prem Unl w/Ethanol
Albany	1130 Old Salem Road	Network	PACPRIDE	Reg Unl w/Ethanol
Albany	2525 E Pacific Blvd.	Network	PACPRIDE	Biodiesel
Albany	2525 E Pacific Blvd.	Network	PACPRIDE	Mid Unl 10%E
Albany	2525 E Pacific Blvd.	Network	PACPRIDE	Prem Unl w/Ethanol
Albany	2525 E Pacific Blvd.	Network	PACPRIDE	Reg Unl 10%E
Albany	2525 E Pacific Blvd.	Network	PACPRIDE	Reg Unl w/Ethanol
ALBANY	33157 HWY 34 SE	NETWORK	CFN	Mid Unl 10%E
Albany	33157 Hwy 34 SE	Network	CFN	Reg Unl w/Ethanol
Albany	33157 Hwy 34 SE	Network	CFN	Prem Unl w/Ethanol
Albany	33157 Hwy 34 SE	Network	CFN	Biodiesel
Albany	33200 Hwy 34 SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Albany	33200 Hwy 34 SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Albany	33200 Hwy 34 SE	Network	FLEETWIDE	Biodiesel
Albany	33380 Hwy 34 SE	Network	PACPRIDE	Biodiesel
Albany	33380 Hwy 34 SE	Network	FLEETWIDE	Biodiesel
Albany	33380 Hwy 34 SE	Network	PACPRIDE	Mid Unl 10%E
Albany	33380 Hwy 34 SE	Network	PACPRIDE	Prem Unl w/Ethanol
Albany	33380 Hwy 34 SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Albany	33380 Hwy 34 SE	Network	PACPRIDE	Reg Unl w/Ethanol
Albany	33380 Hwy 34 SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Albany	4175 Santiam Highway	Network	CFN	Biodiesel
Albany	4175 Santiam Highway	Network	CFN	Reg Unl w/Ethanol
Aloha	20375 SW Baseline	Network	FLEETWIDE	Biodiesel
Aloha	20375 SW Baseline	Network	FLEETWIDE	Prem Unl w/Ethanol
Aloha	20375 SW Baseline	Network	FLEETWIDE	Reg Unl w/Ethanol
Arlington	1590 Hwy 19	Network	PACPRIDE	Biodiesel
Arlington	1590 Hwy 19	Network	PACPRIDE	Reg Unl w/Ethanol
Arlington	74567 Hwy 19 South	Network	CFN	Biodiesel
Arlington	74567 Hwy 19 South	Network	CFN	Reg Unl w/Ethanol
Ashland	120 Lowe Road	Network	PACPRIDE	Biodiesel
Ashland	120 Lowe Road	Network	PACPRIDE	Reg Unl w/Ethanol
Ashland	2380 Ashland St	Network	FLEETWIDE	Prem Unl w/Ethanol
Ashland	2380 Ashland St	Network	FLEETWIDE	Reg Unl w/Ethanol
Ashland	60 Shamrock Lane	Network	CFN	Biodiesel
Ashland	60 Shamrock Lane	Network	CFN	Reg Unl w/Ethanol
Astoria	469 W Marine Drive	Network	PACPRIDE	Biodiesel
Astoria	469 W Marine Drive	Network	PACPRIDE	Reg Unl w/Ethanol

ASTORIA	584 MARINE DR	NETWORK	CFN	Mid Unl 10%E
Astoria	584 W Marine Drive	Network	CFN	Biodiesel
Astoria	584 W Marine Drive	Network	CFN	Prem Unl w/Ethanol
Astoria	584 W Marine Drive	Network	CFN	Reg Unl w/Ethanol
Athena	3rd & Currant	Network	PACPRIDE	Biodiesel
Athena	3rd & Currant	Network	PACPRIDE	Reg Unl 10%E
Athena	3rd & Currant	Network	PACPRIDE	Reg Unl w/Ethanol
AURORA	12334 EHLEN RD N.E.	NETWORK	CFN	Mid Unl 10%E
Aurora	12334 Ehlen Rd NE	Network	CFN	Biodiesel
Aurora	12334 Ehlen Rd NE	Network	CFN	Prem Unl w/Ethanol
Aurora	12334 Ehlen Rd NE	Network	CFN	Reg Unl w/Ethanol
Aurora	21690 Dolores Way NE	Network	PACPRIDE	Biodiesel
Aurora	21690 Dolores Way NE	Network	PACPRIDE	Prem Unl w/Ethanol
Aurora	21690 Dolores Way NE	Network	PACPRIDE	Reg Unl w/Ethanol
Aurora	21856 Bents Rd NE	Network	FLEETWIDE	Biodiesel
Aurora	21856 Bents Rd NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Aurora	21856 Bents Rd NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Baker City	295 E Campbell St	Network	PACPRIDE	Mid Unl 10%E
Baker City	295 E Campbell Street	Network	PACPRIDE	Biodiesel
Baker City	295 E Campbell Street	Network	PACPRIDE	Prem Unl w/Ethanol
Baker City	295 E Campbell Street	Network	PACPRIDE	Reg Unl w/Ethanol
BAKER CITY	500 CAMELL STREET	NETWORK	CFN	Mid Unl 10%E
Baker City	500 E Campell Street	Network	CFN	Biodiesel
Baker City	500 E Campell Street	Network	FLEETWIDE	Biodiesel
Baker City	500 E Campell Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Baker City	500 E Campell Street	Network	CFN	Reg Unl w/Ethanol
Baker City	500 E Campell Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Bandon	465 2nd St SE	Network	PACPRIDE	Biodiesel
Bandon	465 2nd St SE	Network	PACPRIDE	Prem Unl w/Ethanol
Bandon	465 2nd St SE	Network	PACPRIDE	Reg Unl w/Ethanol
Banks	182 N Main Street	Network	CFN	Biodiesel
Banks	182 N Main Street	Network	CFN	Prem Unl w/Ethanol
Banks	182 N Main Street	Network	CFN	Reg Unl w/Ethanol
BANKS	182 N. MAIN ST	NETWORK	CFN	Mid Unl 10%E
Beavercree	22020 SE Beavercreek	Network	PACPRIDE	Biodiesel
Beavercree	22020 SE Beavercreek	Network	PACPRIDE	Prem Unl w/Ethanol
Beavercree	22020 SE Beavercreek	Network	PACPRIDE	Reg Unl 10%E
Beavercree	22020 SE Beavercreek	Network	PACPRIDE	Reg Unl w/Ethanol
Beaverton	10975 SW Beaverton-Hillsdale Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	10975 SW Beaverton-Hillsdale Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	11925 SW Allen Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	11925 SW Allen Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	11925 SW Allen Blvd	Network	FLEETWIDE	Biodiesel
Beaverton	1220 NW Waterhouse	Network	FLEETWIDE	Biodiesel
Beaverton	1220 NW Waterhouse	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	1220 NW Waterhouse	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	13275 SW Henry St	Network	PACPRIDE	Biodiesel

Beaverton	13275 SW Henry St	Network	PACPRIDE	Prem Unl w/Ethanol
Beaverton	13275 SW Henry St	Network	PACPRIDE	Reg Unl w/Ethanol
Beaverton	15320 NW Cornell Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	15320 NW Cornell Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	19165 SW Tualatin-Valley Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	19165 SW Tualatin-Valley Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	19165 SW Tualatin-Valley Hwy	Network	FLEETWIDE	Biodiesel
Beaverton	2355 NW Town Center Dr	Network	FLEETWIDE	Biodiesel
Beaverton	2355 NW Town Center Dr	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	2355 NW Town Center Dr	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	2420 SW Cedar Hills Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Beaverton	2420 SW Cedar Hills Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Beaverton	2420 SW Cedar Hills Blvd	Network	FLEETWIDE	Biodiesel
BEAVERTON	4955 S.W. WESTERN AV	NETWORK	CFN	Mid Unl 10%E
Beaverton	4955 SW Western Ave	Network	CFN	Biodiesel
Beaverton	4955 SW Western Ave	Network	CFN	Prem Unl w/Ethanol
Beaverton	4955 SW Western Ave	Network	CFN	Reg Unl w/Ethanol
Beaverton	6750 SW 110th Ave	Network	PACPRIDE	Biodiesel
Beaverton	6750 SW 110th Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Beaverton	6750 SW 110th Ave	Network	PACPRIDE	Reg Unl w/Ethanol
BEND	1100 S.E. DIVISION	NETWORK	CFN	Mid Unl 10%E
Bend	1100 SE Division	Network	CFN	Biodiesel
Bend	1100 SE Division	Network	CFN	Prem Unl w/Ethanol
Bend	1100 SE Division	Network	CFN	Reg Unl w/Ethanol
Bend	304 NE Greenwood Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Bend	304 NE Greenwood Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Bend	3305 N Hwy 97	Network	PACPRIDE	Biodiesel
Bend	3305 N Hwy 97	Network	PACPRIDE	Reg Unl 10%E
Bend	3305 N Hwy 97	Network	PACPRIDE	Reg Unl w/Ethanol
Bend	61122 S Hwy 97	Network	FLEETWIDE	Biodiesel
Bend	61122 S Hwy 97	Network	FLEETWIDE	Prem Unl w/Ethanol
Bend	61122 S Hwy 97	Network	FLEETWIDE	Reg Unl w/Ethanol
Bend	61221 S Hwy 97	Network	PACPRIDE	Biodiesel
Bend	61221 S Hwy 97	Network	PACPRIDE	Prem Unl w/Ethanol
Bend	61221 S Hwy 97	Network	PACPRIDE	Reg Unl w/Ethanol
Bend	64683 Cook Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Bend	64683 Cook Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Bend	755 NE 1st	Network	CFN	Biodiesel
Bend	755 NE 1st	Network	CFN	Prem Unl w/Ethanol
Bend	755 NE 1st	Network	CFN	Reg Unl w/Ethanol
Bend	764 NE Greenwood Ave	Network	PACPRIDE	Biodiesel
Bend	764 NE Greenwood Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Bend	913 NE 1st St	Network	PACPRIDE	Biodiesel
Bend	913 NE 1st St	Network	PACPRIDE	Mid Unl 10%E
Bend	913 NE 1st St	Network	PACPRIDE	Prem Unl w/Ethanol
Bend	913 NE 1st St	Network	PACPRIDE	Reg Unl w/Ethanol
BIGGS JUNC	91551 BIGGS-RUFUS HW	NETWORK	CFN	Mid Unl 10%E

Biggs Junction	91551 Biggs-Rufus Hwy	Network	CFN	Biodiesel
Biggs Junction	91551 Biggs-Rufus Hwy	Network	CFN	Prem Unl w/Ethanol
Biggs Junction	91551 Biggs-Rufus Hwy	Network	CFN	Reg Unl w/Ethanol
Bly	61430 OR 140	Network	PACPRIDE	Biodiesel
Bly	61430 OR 140	Network	PACPRIDE	Prem Unl w/Ethanol
Bly	61430 OR 140	Network	PACPRIDE	Reg Unl w/Ethanol
Boardman	100 N Main St	Network	FLEETWIDE	Biodiesel
Boardman	100 N Main St	Network	FLEETWIDE	Prem Unl w/Ethanol
Boardman	100 N Main St	Network	FLEETWIDE	Reg Unl w/Ethanol
Boardman	101 Front St	Network	PACPRIDE	Biodiesel
Boardman	101 Front St	Network	PACPRIDE	Mid Unl 10%E
Boardman	101 Front St	Network	PACPRIDE	Prem Unl w/Ethanol
Boardman	101 Front St	Network	PACPRIDE	Reg Unl w/Ethanol
Boardman	101 N Main St	Network	CFN	Biodiesel
Boardman	101 N Main St	Network	CFN	Prem Unl w/Ethanol
Boardman	101 N Main St	Network	CFN	Reg Unl w/Ethanol
Boardman	SE Corner I-84 & Laurel Lane	Network	PACPRIDE	Biodiesel
Boardman	SE Corner I-84 & Laurel Lane	Network	PACPRIDE	Mid Unl 10%E
Boardman	SE Corner I-84 & Laurel Lane	Network	PACPRIDE	Reg Unl w/Ethanol
Bonanza	2419 Harpold Road	Network	PACPRIDE	Biodiesel
Bonanza	2419 Harpold Road	Network	PACPRIDE	Reg Unl w/Ethanol
Boring	28300 SE Hwy 212	Network	CFN	Biodiesel
Boring	28300 SE Hwy 212	Network	CFN	Reg Unl w/Ethanol
Brookings	1034 Chetco Ave	Network	CFN	Biodiesel
Brookings	1034 Chetco Ave	Network	CFN	Prem Unl w/Ethanol
Brookings	1034 Chetco Ave	Network	CFN	Reg Unl w/Ethanol
BROOKINGS	1034 CHETCO AVE.	NETWORK	CFN	Mid Unl 10%E
Brooks	4220 Brooklake Rd	Network	FLEETWIDE	Biodiesel
Brooks	4220 Brooklake Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Brooks	4220 Brooklake Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Canby	640 SW 2nd	Network	PACPRIDE	Biodiesel
Canby	640 SW 2nd	Network	PACPRIDE	Reg Unl w/Ethanol
Canyon City	131 N Washington	Network	PACPRIDE	Biodiesel
Canyon City	131 N Washington	Network	PACPRIDE	Reg Unl w/Ethanol
Canyonville	130 Creekside Drive	Network	CFN	Biodiesel
CANYONVILLE	130 CREEKSIDE DRIVE	NETWORK	CFN	Mid Unl 10%E
Canyonville	130 Creekside Drive	Network	CFN	Prem Unl w/Ethanol
Canyonville	130 Creekside Drive	Network	CFN	Reg Unl w/Ethanol
CASCADE LOCK	425 WA NA PA STREET	NETWORK	CFN	Mid Unl 10%E
Cascade Lock	425 Wa Na Pa Street	Network	CFN	Biodiesel
Cascade Lock	425 Wa Na Pa Street	Network	CFN	Prem Unl w/Ethanol
Cascade Lock	425 Wa Na Pa Street	Network	CFN	Reg Unl w/Ethanol
Central Point	1065 E Pine Street	Network	CFN	Biodiesel
Central Point	1065 E Pine Street	Network	CFN	Prem Unl w/Ethanol
Central Point	1065 E Pine Street	Network	CFN	Reg Unl w/Ethanol
CENTRAL POINT	1065 E. PINE STREET	NETWORK	CFN	Mid Unl 10%E
Central Point	1125 E Pine Street	Network	FLEETWIDE	Biodiesel

Central Poir	1125 E Pine Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Central Poir	1125 E Pine Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Central Poir	1600 E Pine Street	Network	FLEETWIDE	Biodiesel
Central Poir	1600 E Pine Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Central Poir	1600 E Pine Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Central Poir	191 Bateman Drive	Network	CFN	Biodiesel
Central Poir	191 Bateman Drive	Network	CFN	Prem Unl w/Ethanol
Central Poir	191 Bateman Drive	Network	CFN	Reg Unl w/Ethanol
Central Poir	43 N Front Street	Network	CFN	Biodiesel
Central Poir	43 N Front Street	Network	CFN	Reg Unl w/Ethanol
CENTRAL POIR	43 N. FRONT STREET	NETWORK	CFN	Mid Unl 10%E
Chemult	109450 Hwy 97	Network	FLEETWIDE	Biodiesel
Chemult	109450 Hwy 97	Network	FLEETWIDE	Prem Unl w/Ethanol
Chemult	109450 Hwy 97	Network	FLEETWIDE	Reg Unl w/Ethanol
Chemult	S 3rd & Hwy 97	Network	PACPRIDE	Biodiesel
Chemult	S 3rd & Hwy 97	Network	PACPRIDE	Reg Unl w/Ethanol
Chiloquin	34005 Hwy 97 North	Network	CFN	Biodiesel
CHILOQUIN	34005 HWY 97 NORTH	NETWORK	CFN	Mid Unl 10%E
Chiloquin	34005 Hwy 97 North	Network	CFN	Prem Unl w/Ethanol
Chiloquin	34005 Hwy 97 North	Network	CFN	Reg Unl w/Ethanol
Chiloquin	38111 Hwy 97 North	Network	PACPRIDE	Biodiesel
Chiloquin	38111 Hwy 97 North	Network	PACPRIDE	Reg Unl w/Ethanol
Christmas V	Christmas Tree Lane & Valley Rd	Network	PACPRIDE	Biodiesel
Christmas V	Christmas Tree Lane & Valley Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Christmas V	Christmas Tree Lane & Valley Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Clackamas	10111 SE Hwy 212	Network	PACPRIDE	Biodiesel
Clackamas	10111 SE Hwy 212	Network	PACPRIDE	Prem Unl w/Ethanol
Clackamas	10111 SE Hwy 212	Network	PACPRIDE	Reg Unl w/Ethanol
Clackamas	12230 SE Sunnyside Rd	Network	FLEETWIDE	Biodiesel
Clackamas	12230 SE Sunnyside Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Clackamas	12230 SE Sunnyside Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Clackamas	16002 SE 82nd Dr	Network	FLEETWIDE	Prem Unl w/Ethanol
Clackamas	16002 SE 82nd Dr	Network	FLEETWIDE	Reg Unl w/Ethanol
Clackamas	9911 SE Elon	Network	CFN	Biodiesel
CLACKAMAS	9911 SE ELON	NETWORK	CFN	Mid Unl 10%E
Clackamas	9911 SE Elon	Network	CFN	Prem Unl w/Ethanol
Clackamas	9911 SE Elon	Network	CFN	Reg Unl w/Ethanol
Clatskanie	Swedetown Rd and Hwy 30	Network	CFN	Biodiesel
Clatskanie	Swedetown Rd and Hwy 30	Network	CFN	Reg Unl w/Ethanol
Coburg	32910 E Pearl St	Network	CFN	Biodiesel
Coburg	32910 E Pearl St	Network	FLEETWIDE	Biodiesel
Coburg	32910 E Pearl St	Network	CFN	Prem Unl w/Ethanol
Coburg	32910 E Pearl St	Network	CFN	Reg Unl w/Ethanol
COBURG	32910 E. Pearl ST	NETWORK	CFN	Mid Unl 10%E
Coburg	32950 E Pearl St	Network	FLEETWIDE	Biodiesel
Coburg	32950 E Pearl St	Network	FLEETWIDE	Prem Unl w/Ethanol
Coburg	32950 E Pearl St	Network	FLEETWIDE	Reg Unl w/Ethanol

Coburg	33100 A Van Duy Road	Network	PACPRIDE	Biodiesel
Coburg	33100 A Van Duy Road	Network	PACPRIDE	Reg Unl w/Ethanol
Condon	205 E Walnut St	Network	PACPRIDE	Biodiesel
Condon	205 E Walnut St	Network	PACPRIDE	Reg Unl w/Ethanol
Condon	318 Cottonwood St	Network	CFN	Biodiesel
Condon	318 Cottonwood St	Network	CFN	Reg Unl w/Ethanol
Coos Bay	1059 Evans Blvd	Network	CFN	Biodiesel
COOS BAY	1059 EVANS BLVD	NETWORK	CFN	Mid Unl 10%E
Coos Bay	1059 Evans Blvd	Network	CFN	Prem Unl w/Ethanol
Coos Bay	1059 Evans Blvd	Network	CFN	Reg Unl w/Ethanol
Coos Bay	1655 Hwy 101 S	Network	PACPRIDE	Biodiesel
Coos Bay	1655 Hwy 101 S	Network	PACPRIDE	Reg Unl w/Ethanol
COOS BAY	525 NORTH BROADWAY	NETWORK	CFN	Mid Unl 10%E
Coos Bay	525 North Broadway	Network	CFN	Biodiesel
Coos Bay	525 North Broadway	Network	CFN	Prem Unl w/Ethanol
Coos Bay	525 North Broadway	Network	CFN	Reg Unl w/Ethanol
Coquille	341 West Hwy 42	Network	CFN	Biodiesel
Coquille	341 West Hwy 42	Network	CFN	Reg Unl w/Ethanol
Cornelius	601 E Baseline	Network	CFN	Biodiesel
Cornelius	601 E Baseline	Network	CFN	Reg Unl w/Ethanol
Corvallis	1260 SW 3rd St	Network	PACPRIDE	Biodiesel
Corvallis	1260 SW 3rd St	Network	PACPRIDE	Reg Unl w/Ethanol
Cottage Gro	1250 Gateway Blvd	Owned	CFN	Biodiesel
COTTAGE G	1250 GATEWAY BLVD	OWNED	CFN	Mid Unl 10%E
Cottage Gro	1250 Gateway Blvd	Owned	CFN	Prem Unl w/Ethanol
Cottage Gro	1250 Gateway Blvd	Owned	CFN	Reg Unl w/Ethanol
Cottage Gro	290 Palmer Ave	Network	PACPRIDE	Biodiesel
Cottage Gro	290 Palmer Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Crescent	136350 Hwy 97 N	Network	PACPRIDE	Biodiesel
Crescent	136350 Hwy 97 N	Network	PACPRIDE	Reg Unl w/Ethanol
Creswell	305 E Oregon Ave	Network	FLEETWIDE	Biodiesel
Creswell	305 E Oregon Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Creswell	305 E Oregon Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Dallas	185 W Ellendale Rd	Owned	PACPRIDE	Biodiesel
Dallas	185 W Ellendale Rd	Owned	PACPRIDE	Mid Unl 10%E
Dallas	185 W Ellendale Rd	Owned	PACPRIDE	Prem Unl w/Ethanol
Dallas	185 W Ellendale Rd	Owned	PACPRIDE	Reg Unl w/Ethanol
Drain	139 N Cedar	Network	CFN	Biodiesel
DRAIN	139 N CEDAR	NETWORK	CFN	Mid Unl 10%E
Drain	139 N Cedar	Network	CFN	Prem Unl w/Ethanol
Drain	139 N Cedar	Network	CFN	Reg Unl w/Ethanol
Drain	609 Applegate Ave	Network	PACPRIDE	Biodiesel
Drain	609 Applegate Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Drain	609 Applegate Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Eagle Point	10668 Hwy 62	Network	FLEETWIDE	Biodiesel
Eagle Point	10668 Hwy 62	Network	FLEETWIDE	Prem Unl w/Ethanol
Eagle Point	10668 Hwy 62	Network	FLEETWIDE	Reg Unl w/Ethanol

Elgin	2075 Public St	Network	PACPRIDE	Biodiesel
Elgin	2075 Public St	Network	PACPRIDE	Reg Unl w/Ethanol
Enterprise	317 Golf Course Rd	Network	PACPRIDE	Biodiesel
Enterprise	317 Golf Course Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Enterprise	317 Golf Course Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Estacada	453 SW 2nd	Owned	PACPRIDE	Biodiesel
Estacada	453 SW 2nd	Owned	PACPRIDE	Reg Unl w/Ethanol
Estacada	512 SE Currin St	Network	CFN	Biodiesel
Estacada	512 SE Currin St	Network	CFN	Prem Unl w/Ethanol
Estacada	512 SE Currin St	Network	CFN	Reg Unl w/Ethanol
ESTACADA	512 SE CURRIN ST.	NETWORK	CFN	Mid Unl 10%E
Eugene	11 Coburg Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Eugene	11 Coburg Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Eugene	1355 West 1st	Network	CFN	Biodiesel
Eugene	1355 West 1st	Network	CFN	Reg Unl w/Ethanol
Eugene	1695 W 18th Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Eugene	1695 W 18th Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Eugene	2600 Prairie Rd	Network	PACPRIDE	Biodiesel
Eugene	2600 Prairie Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Eugene	2600 Prairie Rd	Network	PACPRIDE	Reg Unl w/Ethanol
EUGENE	2690 PRAIRIE RD	OWNED	CFN	Mid Unl 10%E
Eugene	2690 Prairie Rd	Owned	CFN	Biodiesel
Eugene	2690 Prairie Rd	Owned	CFN	Prem Unl w/Ethanol
Eugene	2690 Prairie Rd	Owned	CFN	Reg Unl w/Ethanol
Eugene	285 West 6th Ave	Network	PACPRIDE	Biodiesel
Eugene	285 West 6th Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Eugene	330 W 7th Ave	Network	PACPRIDE - S	Prem Unl w/Ethanol
Eugene	330 W 7th Ave	Network	PACPRIDE - S	Reg Unl w/Ethanol
Eugene	3640 Glenwood Dr	Network	FLEETWIDE	Biodiesel
Eugene	3640 Glenwood Dr	Network	FLEETWIDE	Prem Unl w/Ethanol
Eugene	3640 Glenwood Dr	Network	FLEETWIDE	Reg Unl w/Ethanol
Eugene	50 Hwy 99 N	Network	PACPRIDE	Biodiesel
Eugene	50 Hwy 99 N	Network	PACPRIDE	Reg Unl w/Ethanol
Eugene	65 N Seneca Road	Network	CFN	Biodiesel
Eugene	65 N Seneca Road	Network	CFN	Prem Unl w/Ethanol
Eugene	65 N Seneca Road	Network	CFN	Reg Unl w/Ethanol
Eugene	85947 Hwy 99 S	Network	PACPRIDE	Biodiesel
Eugene	85947 Hwy 99 S	Network	PACPRIDE	Reg Unl w/Ethanol
Eugene	86714 McVay Hwy	Network	CFN	Biodiesel
Eugene	86714 McVay Hwy	Network	CFN	Reg Unl w/Ethanol
Fairview	20116 NE Sandy Blvd	Network	CFN	Biodiesel
FAIRVIEW	20116 NE SANDY BLVD	NETWORK	CFN	Mid Unl 10%E
Fairview	20116 NE Sandy Blvd	Network	CFN	Prem Unl w/Ethanol
Fairview	20116 NE Sandy Blvd	Network	CFN	Reg Unl w/Ethanol
Fairview	20800 NE Sandy Blvd	Network	FLEETWIDE	Biodiesel
Fairview	20800 NE Sandy Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Fairview	20800 NE Sandy Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol

Florence	1839 Hwy 101	Owned	CFN	Biodiesel
Florence	1839 Hwy 101	Network	FLEETWIDE	Biodiesel
Florence	1839 Hwy 101	Owned	CFN	Prem Unl w/Ethanol
Florence	1839 Hwy 101	Network	FLEETWIDE	Prem Unl w/Ethanol
Florence	1839 Hwy 101	Owned	CFN	Reg Unl w/Ethanol
Florence	1839 Hwy 101	Network	FLEETWIDE	Reg Unl w/Ethanol
Florence	2175 Hwy 101	Network	PACPRIDE	Biodiesel
Florence	2175 Hwy 101	Network	PACPRIDE	Reg Unl w/Ethanol
Florence	905 Highway 101	Network	FLEETWIDE	Prem Unl w/Ethanol
Florence	905 Highway 101	Network	FLEETWIDE	Reg Unl w/Ethanol
Forest Grov	2705 Pacific Hwy	Network	PACPRIDE	Biodiesel
Forest Grov	2705 Pacific Hwy	Network	PACPRIDE	Prem Unl w/Ethanol
Forest Grov	2705 Pacific Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
Garibaldi	511 Garibaldi Ave	Network	PACPRIDE	Biodiesel
Garibaldi	511 Garibaldi Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Garibaldi	701 Garibaldi Ave	Network	CFN	Biodiesel
Garibaldi	701 Garibaldi Ave	Network	CFN	Prem Unl w/Ethanol
Garibaldi	701 Garibaldi Ave	Network	CFN	Reg Unl w/Ethanol
GARIBALDI	701 GARIBALDI AVE.	NETWORK	CFN	Mid Unl 10%E
Gladstone	19855 McLoughlin Blvd	Network	PACPRIDE	Biodiesel
Gladstone	19855 McLoughlin Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Gladstone	19855 McLoughlin Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Gladstone	810 E Arlington St	Network	FLEETWIDE	Prem Unl w/Ethanol
Gladstone	810 E Arlington St	Network	FLEETWIDE	Reg Unl w/Ethanol
Government	87254 E Govt Camp	Network	CFN	Biodiesel
Government	87254 E Govt Camp	Network	CFN	Prem Unl w/Ethanol
Government	87254 E Govt Camp	Network	CFN	Reg Unl w/Ethanol
Grants Pass	124 NE Morgan Ln	Network	FLEETWIDE	Biodiesel
Grants Pass	124 NE Morgan Ln	Network	FLEETWIDE	Prem Unl w/Ethanol
Grants Pass	124 NE Morgan Ln	Network	FLEETWIDE	Reg Unl w/Ethanol
Grants Pass	1995 NE 6th	Network	CFN	Biodiesel
Grants Pass	1995 NE 6th	Network	FLEETWIDE	Biodiesel
GRANTS PA	1995 NE 6TH	NETWORK	CFN	Mid Unl 10%E
Grants Pass	1995 NE 6th	Network	CFN	Prem Unl w/Ethanol
Grants Pass	1995 NE 6th	Network	FLEETWIDE	Prem Unl w/Ethanol
Grants Pass	1995 NE 6th	Network	CFN	Reg Unl w/Ethanol
Grants Pass	1995 NE 6th	Network	FLEETWIDE	Reg Unl w/Ethanol
Grants Pass	1998 NW Vine St	Network	CFN	Biodiesel
Grants Pass	1998 NW Vine St	Network	CFN	Reg Unl w/Ethanol
Grants Pass	2520 Foothill Blvd	Network	CFN	Biodiesel
GRANTS PA	2520 FOOTHILL BLVD	NETWORK	CFN	Mid Unl 10%E
Grants Pass	2520 Foothill Blvd	Network	CFN	Reg Unl w/Ethanol
Grants Pass	505 SE Rogue River Hwy	Network	PACPRIDE	Biodiesel
Grants Pass	505 SE Rogue River Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
GRANTS PA	529 NE F STREET	NETWORK	CFN	ULSDB5
Grants Pass	529 NE F Street	Network	CFN	Biodiesel
Grants Pass	529 NE F Street	Network	CFN	Prem Unl w/Ethanol

Grants Pass	529 NE F Street	Network	CFN	Reg Unl w/Ethanol
GRANTS PASS	650 REDWOOD HIGHWAY	NETWORK	CFN	Mid Unl 10%E
Grants Pass	650 Redwood Hwy	Network	CFN	Biodiesel
Grants Pass	650 Redwood Hwy	Network	CFN	Prem Unl w/Ethanol
Grants Pass	650 Redwood Hwy	Network	CFN	Reg Unl w/Ethanol
Grass Valley	506 South Mill St	Network	CFN	Biodiesel
Grass Valley	506 South Mill St	Network	CFN	Reg Unl w/Ethanol
Gresham	1055 NE Kane	Network	FLEETWIDE	Biodiesel
Gresham	1055 NE Kane	Network	FLEETWIDE	Prem Unl w/Ethanol
Gresham	1055 NE Kane	Network	FLEETWIDE	Reg Unl w/Ethanol
Gresham	150 NE Hogan	Owned	PACPRIDE	Biodiesel
Gresham	150 NE Hogan	Owned	PACPRIDE	Prem Unl w/Ethanol
Gresham	150 NE Hogan	Owned	PACPRIDE	Reg Unl w/Ethanol
Gresham	18222 SE Division	Network	FLEETWIDE	Biodiesel
Gresham	18222 SE Division	Network	FLEETWIDE	Prem Unl w/Ethanol
Gresham	18222 SE Division	Network	FLEETWIDE	Reg Unl w/Ethanol
Gresham	22330 SE Stark	Network	CFN	Biodiesel
GRESHAM	22330 SE STARK	NETWORK	CFN	Mid Unl 10%E
Gresham	22330 SE Stark	Network	CFN	Prem Unl w/Ethanol
Gresham	22330 SE Stark	Network	CFN	Reg Unl w/Ethanol
Gresham	24235 SE Stark	Network	FLEETWIDE	Biodiesel
Gresham	24235 SE Stark	Network	FLEETWIDE	Prem Unl w/Ethanol
Gresham	24235 SE Stark	Network	FLEETWIDE	Reg Unl w/Ethanol
Gresham	570 W Powell Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Gresham	570 W Powell Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Halsey	120 W 2nd Street	Network	CFN	Biodiesel
Halsey	120 W 2nd Street	Network	CFN	Prem Unl w/Ethanol
Halsey	120 W 2nd Street	Network	CFN	Reg Unl w/Ethanol
HALSEY	120 W. 2ND STREET	NETWORK	CFN	Mid Unl 10%E
Harrisburg	560 LaSalle	Owned	CFN	Biodiesel
Harrisburg	560 LaSalle	Owned	CFN	Reg Unl w/Ethanol
Hatfield	Hwy 139 & Stateline Rd	Network	PACPRIDE	Biodiesel
Hatfield	Hwy 139 & Stateline Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Heppner	733 Riverside Drive	Network	CFN	Biodiesel
Heppner	733 Riverside Drive	Network	CFN	Prem Unl w/Ethanol
Heppner	733 Riverside Drive	Network	CFN	Reg Unl w/Ethanol
Hermiston	28810 Stafford Hansel Rd	Network	PACPRIDE	Biodiesel
Hermiston	28810 Stafford Hansel Rd	Network	FLEETWIDE	Biodiesel
Hermiston	28810 Stafford Hansel Rd	Network	PACPRIDE	Mid Unl 10%E
Hermiston	28810 Stafford Hansel Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Hermiston	28810 Stafford Hansel Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Hermiston	28810 Stafford Hansel Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Hermiston	28810 Stafford Hansel Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Hermiston	58 West Elm	Network	CFN	Biodiesel
Hermiston	58 West Elm	Network	CFN	Prem Unl w/Ethanol
Hermiston	58 West Elm	Network	CFN	Reg Unl w/Ethanol
Hermiston	615 N 1st St	Network	PACPRIDE	Biodiesel

Hermiston	615 N 1st St	Network	PACPRIDE	Mid Unl 10%E
Hermiston	615 N 1st St	Network	PACPRIDE	Reg Unl w/Ethanol
Hermiston	78133 Highway 207	Network	CFN	Biodiesel
Hermiston	78133 Highway 207	Network	CFN	Prem Unl w/Ethanol
Hermiston	78133 Highway 207	Network	CFN	Reg Unl w/Ethanol
Hermiston	W 3rd & Kik St	Network	PACPRIDE	Biodiesel
Hermiston	W 3rd & Kik St	Network	PACPRIDE	Prem Unl w/Ethanol
Hermiston	W 3rd & Kik St	Network	PACPRIDE	Reg Unl w/Ethanol
Hillsboro	21180 NW Amberwood Dr	Network	PACPRIDE	Biodiesel
Hillsboro	21180 NW Amberwood Dr	Network	PACPRIDE	Mid Unl 10%E
Hillsboro	21180 NW Amberwood Dr	Network	PACPRIDE	Prem Unl w/Ethanol
Hillsboro	21180 NW Amberwood Dr	Network	PACPRIDE	Reg Unl w/Ethanol
Hillsboro	453 SW Washington	Network	PACPRIDE	Biodiesel
Hillsboro	453 SW Washington	Network	PACPRIDE	Prem Unl w/Ethanol
Hillsboro	453 SW Washington	Network	PACPRIDE	Reg Unl w/Ethanol
Hillsboro	5063 SE Tualatin-Valley Hwy	Network	FLEETWIDE	Biodiesel
Hillsboro	5063 SE Tualatin-Valley Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Hillsboro	5063 SE Tualatin-Valley Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Hillsboro	6950 NE Cornell Rd	Network	FLEETWIDE	Biodiesel
Hillsboro	6950 NE Cornell Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Hillsboro	6950 NE Cornell Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Hillsboro	7400 W Baseline	Network	FLEETWIDE	Biodiesel
Hillsboro	7400 W Baseline	Network	FLEETWIDE	Prem Unl w/Ethanol
Hillsboro	7400 W Baseline	Network	FLEETWIDE	Reg Unl w/Ethanol
Hillsboro	9560 NW Glencoe Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Hillsboro	9560 NW Glencoe Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Hines	531 Hwy 20 North	Network	CFN	Biodiesel
HINES	531 HWY 20 NORTH	NETWORK	CFN	Mid Unl 10%E
Hines	531 Hwy 20 North	Network	CFN	Prem Unl w/Ethanol
Hines	531 Hwy 20 North	Network	CFN	Reg Unl w/Ethanol
Hines	604 Hwy 20 North	Network	PACPRIDE	Biodiesel
Hines	604 Hwy 20 North	Network	PACPRIDE	Reg Unl w/Ethanol
Hines	604 N Hwy 20	Network	PACPRIDE	Mid Unl 10%E
Hood River	101 N 1st St	Network	PACPRIDE	Biodiesel
Hood River	101 N 1st St	Network	PACPRIDE	Prem Unl w/Ethanol
Hood River	101 N 1st St	Network	PACPRIDE	Reg Unl w/Ethanol
Hood River	2385 Hwy 35	Network	PACPRIDE	Biodiesel
Hood River	2385 Hwy 35	Network	PACPRIDE	Reg Unl w/Ethanol
HOOD RIVE	2660 DOCK ROAD	NETWORK	CFN	Mid Unl 10%E
Hood River	2660 Dock Road	Network	CFN	Biodiesel
Hood River	2660 Dock Road	Network	CFN	Reg Unl w/Ethanol
Hubbard	4515 N Pacific Hwy	Network	PACPRIDE	Biodiesel
Hubbard	4515 N Pacific Hwy	Network	PACPRIDE	Prem Unl w/Ethanol
Hubbard	4515 N Pacific Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
Idanha	1477 N Santiam Hwy	Owned	PACPRIDE	Biodiesel
Idanha	1477 N Santiam Hwy	Owned	PACPRIDE	Reg Unl w/Ethanol
Irrigon	300 E Hwy 730	Network	PACPRIDE	Biodiesel

Irrigon	300 E Hwy 730	Network	PACPRIDE	Mid Unl 10%E
Irrigon	300 E Hwy 730	Network	PACPRIDE	Prem Unl w/Ethanol
Irrigon	300 E Hwy 730	Network	PACPRIDE	Reg Unl w/Ethanol
Island City	10102 N McAlister Rd	Network	PACPRIDE	Biodiesel
Island City	10102 N McAlister Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Island City	10102 N McAlister Rd	Network	PACPRIDE	Reg Unl w/Ethanol
John Day	7760 S Canyon Blvd	Network	CFN	Biodiesel
John Day	7760 S Canyon Blvd	Network	CFN	Prem Unl w/Ethanol
John Day	7760 S Canyon Blvd	Network	CFN	Reg Unl w/Ethanol
JOHN DAY	7760 S. CANYON BLVD	NETWORK	CFN	Mid Unl 10%E
John Day	801 W Highway 26	Network	PACPRIDE	Biodiesel
John Day	801 W Highway 26	Network	PACPRIDE	Mid Unl 10%E
John Day	801 W Highway 26	Network	PACPRIDE	Prem Unl w/Ethanol
John Day	801 W Highway 26	Network	PACPRIDE	Reg Unl w/Ethanol
Junction Cit	93244 Highway 99	Owned	CFN	Biodiesel
Junction Cit	93244 Highway 99	Owned	CFN	Prem Unl w/Ethanol
Junction Cit	93244 Highway 99	Owned	CFN	Reg Unl w/Ethanol
Klamath Fal	3303 Washburn Way	Network	PACPRIDE	Biodiesel
Klamath Fal	3303 Washburn Way	Network	PACPRIDE	Prem Unl w/Ethanol
Klamath Fal	3303 Washburn Way	Network	PACPRIDE	Reg Unl w/Ethanol
Klamath Fal	3620 Hwy 97 North	Network	PACPRIDE	Biodiesel
Klamath Fal	3620 Hwy 97 North	Network	PACPRIDE	Reg Unl w/Ethanol
Klamath Fal	3830 Hwy 97 North	Network	CFN	Biodiesel
Klamath Fal	3830 Hwy 97 North	Network	CFN	Reg Unl w/Ethanol
Klamath Fal	5800 S 6th	Network	PACPRIDE	Biodiesel
Klamath Fal	5800 S 6th	Network	PACPRIDE	Prem Unl w/Ethanol
Klamath Fal	5800 S 6th	Network	PACPRIDE	Reg Unl w/Ethanol
Klamath Fal	998 Spring St	Network	PACPRIDE	Biodiesel
Klamath Fal	998 Spring St	Network	PACPRIDE	Reg Unl w/Ethanol
Klamath Fal	Green Springs Drive	Network	CFN	Biodiesel
Klamath Fal	Green Springs Drive	Network	CFN	Reg Unl w/Ethanol
Knappa	42273 Kylester Lane	Network	CFN	Biodiesel
Knappa	42273 Kylester Lane	Network	CFN	Reg Unl w/Ethanol
LA GRANDE	2706 ISLAND AVE	NETWORK	CFN	Mid Unl 10%E
LA PINE	51365 HWY 97	NETWORK	CFN	Mid Unl 10%E
LaGrande	2112 Island Ave	Network	PACPRIDE	Biodiesel
LaGrande	2112 Island Ave	Network	PACPRIDE	Prem Unl w/Ethanol
LaGrande	2112 Island Ave	Network	PACPRIDE	Reg Unl w/Ethanol
LaGrande	63276 OR Hwy 203	Network	PACPRIDE	Biodiesel
LaGrande	2706 Island Ave	Network	CFN	Biodiesel
LaGrande	2706 Island Ave	Network	CFN	Prem Unl w/Ethanol
LaGrande	2706 Island Ave	Network	CFN	Reg Unl w/Ethanol
Lakeview	Hwy 395 N	Network	CFN	Biodiesel
Lakeview	Hwy 395 N	Network	FLEETWIDE	Biodiesel
LAKEVIEW	HWY 395 N	NETWORK	CFN	Mid Unl 10%E
Lakeview	Hwy 395 N	Network	CFN	Prem Unl w/Ethanol
Lakeview	Hwy 395 N	Network	FLEETWIDE	Prem Unl w/Ethanol

Lakeview	Hwy 395 N	Network	CFN	Reg Unl w/Ethanol
Lakeview	Hwy 395 N	Network	FLEETWIDE	Reg Unl w/Ethanol
Lakeview	N 4th & O St	Network	PACPRIDE	Biodiesel
Lakeview	N 4th & O St	Network	PACPRIDE	Reg Unl w/Ethanol
LaPine	50882 Hwy 97	Network	PACPRIDE	Biodiesel
LaPine	50882 Hwy 97	Network	PACPRIDE	Reg Unl w/Ethanol
LaPine	51365 HWY 97	Network	CFN	Biodiesel
LaPine	51365 HWY 97	Network	CFN	Prem Unl w/Ethanol
LaPine	51365 HWY 97	Network	CFN	Reg Unl w/Ethanol
Lebanon	300 N Main	Network	CFN	Biodiesel
Lebanon	300 N Main	Network	CFN	Prem Unl w/Ethanol
Lebanon	300 N Main	Network	CFN	Reg Unl w/Ethanol
LEBANON	300 N. MAIN	NETWORK	CFN	Mid Unl 10%E
Lebanon	33299 Santiam Hwy	Network	PACPRIDE	Biodiesel
Lebanon	33299 Santiam Hwy	Network	PACPRIDE	Prem Unl w/Ethanol
Lebanon	33299 Santiam Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
Lexington	320 Main St	Network	PACPRIDE	Biodiesel
Lexington	320 Main St	Network	PACPRIDE	Mid Unl 10%E
Lexington	320 Main St	Network	PACPRIDE	Prem Unl w/Ethanol
Lexington	320 Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Lincoln City	1410 SE Hwy 101	Network	PACPRIDE	Biodiesel
Lincoln City	1410 SE Hwy 101	Network	FLEETWIDE	Biodiesel
Lincoln City	1410 SE Hwy 101	Network	PACPRIDE	Mid Unl 10%E
Lincoln City	1410 SE Hwy 101	Network	PACPRIDE	Prem Unl w/Ethanol
Lincoln City	1410 SE Hwy 101	Network	FLEETWIDE	Prem Unl w/Ethanol
Lincoln City	1410 SE Hwy 101	Network	PACPRIDE	Reg Unl w/Ethanol
Lincoln City	1410 SE Hwy 101	Network	FLEETWIDE	Reg Unl w/Ethanol
LINCOLN CI	1603 S.E. EAST DEVIL	NETWORK	CFN	Mid Unl 10%E
Lincoln City	1603 SE East Devil	Network	CFN	Biodiesel
Lincoln City	1603 SE East Devil	Network	CFN	Prem Unl w/Ethanol
Lincoln City	1603 SE East Devil	Network	CFN	Reg Unl w/Ethanol
Lincoln City	4031 NW Hwy 101	Network	FLEETWIDE	Prem Unl w/Ethanol
Lincoln City	4031 NW Hwy 101	Network	FLEETWIDE	Reg Unl w/Ethanol
Lowell	44790 Hwy 58	Network	CFN	Biodiesel
Lowell	44790 Hwy 58	Network	CFN	Reg Unl w/Ethanol
Lyons	45835 Lyons - Mill City Hwy	Network	CFN	Biodiesel
Lyons	45835 Lyons - Mill City Hwy	Network	CFN	Prem Unl w/Ethanol
Lyons	45835 Lyons - Mill City Hwy	Network	CFN	Reg Unl w/Ethanol
Madras	1720 NW Hess Lane	Network	PACPRIDE	Biodiesel
Madras	1720 NW Hess Lane	Network	PACPRIDE	Reg Unl w/Ethanol
Madras	Corner of 4th & A St	Network	CFN	Biodiesel
Madras	Corner of 4th & A St	Network	CFN	Reg Unl w/Ethanol
MADRAS	CR OF 4th & A ST	NETWORK	CFN	Mid Unl 10%E
Malin	2300 Broadway St	Network	PACPRIDE	Biodiesel
Malin	2300 Broadway St	Network	PACPRIDE	Reg Unl w/Ethanol
McMinnville	1347 N Baker	Network	PACPRIDE - S	Prem Unl w/Ethanol
McMinnville	1347 N Baker	Network	PACPRIDE - S	Reg Unl w/Ethanol

McMinnville	1700 NE Lafayette Ave	Network	CFN	Biodiesel
McMinnville	1700 NE Lafayette Ave	Network	CFN	Prem Unl w/Ethanol
McMinnville	1700 NE Lafayette Ave	Network	CFN	Reg Unl w/Ethanol
McMinnville	1920 NE Lafayette Ave	Network	PACPRIDE	Biodiesel
McMinnville	1920 NE Lafayette Ave	Network	FLEETWIDE	Biodiesel
McMinnville	1920 NE Lafayette Ave	Network	PACPRIDE	Prem Unl w/Ethanol
McMinnville	1920 NE Lafayette Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
McMinnville	1920 NE Lafayette Ave	Network	PACPRIDE	Reg Unl w/Ethanol
McMinnville	1920 NE Lafayette Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
McMinnville	2005 Hwy 99 W	Network	FLEETWIDE	Biodiesel
McMinnville	2005 Hwy 99 W	Network	FLEETWIDE	Prem Unl w/Ethanol
McMinnville	2005 Hwy 99 W	Network	FLEETWIDE	Reg Unl w/Ethanol
McMinnville	2125 Cumulus Ave	Network	PACPRIDE	Biodiesel
McMinnville	2125 Cumulus Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Medford	1890 S Pacific Hwy	Network	CFN	Biodiesel
Medford	1890 S Pacific Hwy	Network	CFN	Prem Unl w/Ethanol
Medford	1890 S Pacific Hwy	Network	CFN	Reg Unl w/Ethanol
Medford	1968 Crater Lake Hwy	Network	FLEETWIDE	Biodiesel
Medford	1968 Crater Lake Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Medford	1968 Crater Lake Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Medford	2531 S Pacific Hwy	Network	CFN	Biodiesel
MEDFORD	2531 S PACIFIC HWY	NETWORK	CFN	Mid Unl 10%E
Medford	2531 S Pacific Hwy	Network	CFN	Reg Unl w/Ethanol
Medford	301 N Central	Network	CFN	Biodiesel
Medford	301 N Central	Network	CFN	Reg Unl w/Ethanol
Medford	3680 N Pacific Hwy	Network	PACPRIDE	Biodiesel
Medford	3680 N Pacific Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
Medford	428 E Barnett Rd	Network	FLEETWIDE	Biodiesel
Medford	428 E Barnett Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Medford	428 E Barnett Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Medford	936 S Central Ave	Network	PACPRIDE	Biodiesel
Medford	936 S Central Ave	Network	PACPRIDE	Mid Unl 10%E
Medford	936 S Central Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Merrill	22801 S Merrill Rd	Network	CFN	Biodiesel
Merrill	22801 S Merrill Rd	Network	CFN	Reg Unl w/Ethanol
Merrill	East Front Main	Network	PACPRIDE	Biodiesel
Merrill	East Front Main	Network	PACPRIDE	Prem Unl w/Ethanol
Merrill	East Front Main	Network	PACPRIDE	Reg Unl w/Ethanol
Merrill	East Front Main	Network	PACPRIDE	ULSDB5
MILTON FREEBORO	84875 HWY 11	NETWORK	CFN	Mid Unl 10%E
Milton-Freeboro	84806 Hwy 11	Network	PACPRIDE	Biodiesel
Milton-Freeboro	84806 Hwy 11	Network	PACPRIDE	Mid Unl 10%E
Milton-Freeboro	84806 Hwy 11	Network	PACPRIDE	Prem Unl w/Ethanol
Milton-Freeboro	84806 Hwy 11	Network	PACPRIDE	Reg Unl w/Ethanol
Milton-Freeboro	84875 Hwy 11	Network	CFN	Biodiesel
Milton-Freeboro	84875 Hwy 11	Network	CFN	Prem Unl w/Ethanol
Milton-Freeboro	84875 Hwy 11	Network	CFN	Reg Unl w/Ethanol

Milwaukie	14115 SE McLaughlin	Network	CFN	Biodiesel
MILWAUKIE	14115 SE MCLAUGHLIN	NETWORK	CFN	Mid Unl 10%E
Milwaukie	14115 SE McLaughlin	Network	CFN	Reg Unl w/Ethanol
Milwaukie	3046 Harrison St	Network	PACPRIDE	Biodiesel
Milwaukie	3046 Harrison St	Network	PACPRIDE	Prem Unl w/Ethanol
Milwaukie	3046 Harrison St	Network	PACPRIDE	Reg Unl w/Ethanol
Mitchell	101 E Main St	Network	PACPRIDE	Biodiesel
Mitchell	101 E Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Molalla	627 W Main St	Network	PACPRIDE	Biodiesel
Molalla	627 W Main St	Network	PACPRIDE	Mid Unl 10%E
Molalla	627 W Main St	Network	PACPRIDE	Prem Unl w/Ethanol
Molalla	627 W Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Monmouth	112 Pacific Ave N	Owned	PACPRIDE	Mid Unl 10%E
Monmouth	112 Pacific Ave N	Owned	PACPRIDE	Prem Unl w/Ethanol
Monmouth	112 Pacific Ave N	Owned	PACPRIDE	Reg Unl w/Ethanol
Monmouth	595 Main St	Network	FLEETWIDE	Prem Unl w/Ethanol
Monmouth	595 Main St	Network	FLEETWIDE	Reg Unl w/Ethanol
Monroe	525 Main St	Network	PACPRIDE	Biodiesel
Monroe	525 Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Mt. Vernon	385 E Main	Network	CFN	Biodiesel
MT. VERNON	385 E MAIN	NETWORK	CFN	Mid Unl 10%E
Mt. Vernon	385 E Main	Network	CFN	Prem Unl w/Ethanol
Mt. Vernon	385 E Main	Network	CFN	Reg Unl w/Ethanol
Myrtle Poin	1893 Roseburg Rd	Network	PACPRIDE	Biodiesel
Myrtle Poin	1893 Roseburg Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Newberg	1500 Portland Road	Network	PACPRIDE - S	Biodiesel
Newberg	1500 Portland Road	Network	PACPRIDE - S	Prem Unl w/Ethanol
Newberg	1500 Portland Road	Network	PACPRIDE - S	Reg Unl w/Ethanol
Newberg	204 W 99 W	Network	FLEETWIDE	Biodiesel
Newberg	204 W 99 W	Network	FLEETWIDE	Prem Unl w/Ethanol
Newberg	204 W 99 W	Network	FLEETWIDE	Reg Unl w/Ethanol
Newberg	2600 E Hancock St	Network	PACPRIDE	Biodiesel
Newberg	2600 E Hancock St	Network	PACPRIDE	Prem Unl w/Ethanol
Newberg	2600 E Hancock St	Network	PACPRIDE	Reg Unl w/Ethanol
Newberg	3101 Portland Road	Network	FLEETWIDE	Prem Unl w/Ethanol
Newberg	3101 Portland Road	Network	FLEETWIDE	Reg Unl w/Ethanol
Newport	22 N Coast Hwy	Network	FLEETWIDE	Biodiesel
Newport	22 N Coast Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Newport	22 N Coast Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Newport	250 NW 3rd	Network	PACPRIDE	Biodiesel
Newport	250 NW 3rd	Network	PACPRIDE	Reg Unl w/Ethanol
Newport	NE 3rd & Harney	Network	CFN	Biodiesel
Newport	NE 3rd & Harney	Network	CFN	Reg Unl w/Ethanol
NORTH BEN	1700 SHERMAN AVE	NETWORK	CFN	Mid Unl 10%E
North Bend	1700 Sherman Ave	Network	CFN	Biodiesel
North Bend	1700 Sherman Ave	Network	CFN	Prem Unl w/Ethanol
North Bend	1700 Sherman Ave	Network	CFN	Reg Unl w/Ethanol

North Bend	612 California St	Network	PACPRIDE	Biodiesel
North Bend	612 California St	Network	PACPRIDE	Mid Unl 10%E
North Bend	612 California St	Network	PACPRIDE	Prem Unl w/Ethanol
North Bend	612 California St	Network	PACPRIDE	Reg Unl w/Ethanol
Nyssa	117 Thunderegg Blvd	Network	PACPRIDE	Biodiesel
Nyssa	117 Thunderegg Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Nyssa	117 Thunderegg Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Nyssa	18 N 2nd Street	Network	CFN	Biodiesel
Nyssa	18 N 2nd Street	Network	CFN	Prem Unl w/Ethanol
Nyssa	18 N 2nd Street	Network	CFN	Reg Unl w/Ethanol
Oakland	720 John Long Rd	Network	PACPRIDE	Biodiesel
Oakland	720 John Long Rd	Network	PACPRIDE	Mid Unl 10%E
Oakland	720 John Long Rd	Network	PACPRIDE	Reg Unl w/Ethanol
OAKLAND	800 JOHN LONG ROAD	OWNED	CFN	Mid Unl 10%E
Oakland	800 John Long Road	Owned	CFN	Biodiesel
Oakland	800 John Long Road	Owned	FLEETWIDE	Biodiesel
Oakland	800 John Long Road	Owned	CFN	Prem Unl w/Ethanol
Oakland	800 John Long Road	Owned	FLEETWIDE	Prem Unl w/Ethanol
Oakland	800 John Long Road	Owned	CFN	Reg Unl w/Ethanol
Oakland	800 John Long Road	Owned	FLEETWIDE	Reg Unl w/Ethanol
Ontario	1030 NW Washington Ave	Network	PACPRIDE	Biodiesel
Ontario	1030 NW Washington Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Ontario	1041 NW Washington Ave	Network	FLEETWIDE	Biodiesel
Ontario	1041 NW Washington Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Ontario	1041 NW Washington Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Ontario	2609 SW 4th Ave	Network	PACPRIDE	Biodiesel
Ontario	2609 SW 4th Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Ontario	324 E Idaho Ave	Network	PACPRIDE	Biodiesel
Ontario	324 E Idaho Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Ontario	324 E Idaho Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Ontario	520 SE First	Network	CFN	Biodiesel
Ontario	520 SE First	Network	CFN	Prem Unl w/Ethanol
Ontario	520 SE First	Network	CFN	Reg Unl w/Ethanol
Ontario	653 E Idaho Ave	Network	FLEETWIDE	Biodiesel
Ontario	653 E Idaho Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Ontario	653 E Idaho Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Oregon City	13001 S Clackamas River Dr	Network	PACPRIDE	Biodiesel
Oregon City	13001 S Clackamas River Dr	Network	PACPRIDE	Prem Unl w/Ethanol
Oregon City	13001 S Clackamas River Dr	Network	PACPRIDE	Reg Unl w/Ethanol
Paisley	1100 Main St & Hwy 31	Network	PACPRIDE	Biodiesel
Paisley	1100 Main St & Hwy 31	Network	PACPRIDE	Reg Unl w/Ethanol
Pendleton	1105 SW Dorion	Network	PACPRIDE	Biodiesel
Pendleton	1105 SW Dorion	Network	PACPRIDE	Prem Unl w/Ethanol
Pendleton	1105 SW Dorion	Network	PACPRIDE	Reg Unl w/Ethanol
PENDLETON	313 NYE ST	NETWORK	CFN	Mid Unl 10%E
Pendleton	313 SW Nye St	Network	CFN	Biodiesel
Pendleton	313 SW Nye St	Network	FLEETWIDE	Biodiesel

Pendleton	313 SW Nye St	Network	FLEETWIDE	Prem Unl w/Ethanol
Pendleton	313 SW Nye St	Network	CFN	Reg Unl w/Ethanol
Pendleton	313 SW Nye St	Network	FLEETWIDE	Reg Unl w/Ethanol
Pendleton	315 SW Nye	Network	PACPRIDE	Mid Unl 10%E
Pendleton	315 SW Nye St	Network	PACPRIDE	Biodiesel
Pendleton	315 SW Nye St	Network	PACPRIDE	Prem Unl w/Ethanol
Pendleton	315 SW Nye St	Network	PACPRIDE	Reg Unl w/Ethanol
PENDLETON	4412 WESTGATE	NETWORK	CFN	Mid Unl 10%E
Pendleton	72485 Hwy 331	Network	PACPRIDE	Biodiesel
Pendleton	72485 Hwy 331	Network	PACPRIDE	Prem Unl w/Ethanol
Pendleton	72485 Hwy 331	Network	PACPRIDE	Reg Unl w/Ethanol
Philomath	141 S 7th Street	Network	CFN	Biodiesel
PHILOMATH	141 S 7TH STREET	NETWORK	CFN	Mid Unl 10%E
Philomath	141 S 7th Street	Network	CFN	Prem Unl w/Ethanol
Philomath	141 S 7th Street	Network	CFN	Reg Unl w/Ethanol
Philomath	1841 N Main St	Network	PACPRIDE	Biodiesel
Philomath	1841 N Main St	Network	PACPRIDE	Prem Unl w/Ethanol
Philomath	1841 N Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Phoenix	3730 Fern Valley Rd	Network	CFN	Biodiesel
Phoenix	3730 Fern Valley Rd	Network	FLEETWIDE	Biodiesel
Phoenix	3730 Fern Valley Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Phoenix	3730 Fern Valley Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Pilot Rock	NW Cedar St	Network	PACPRIDE	Biodiesel
Pilot Rock	NW Cedar St	Network	PACPRIDE	Reg Unl w/Ethanol
Pleasant Hil	35310 Hwy 58	Network	PACPRIDE	Biodiesel
Pleasant Hil	35310 Hwy 58	Network	PACPRIDE	Mid Unl 10%E
Pleasant Hil	35310 Hwy 58	Network	PACPRIDE	Prem Unl w/Ethanol
Pleasant Hil	35310 Hwy 58	Network	PACPRIDE	Reg Unl w/Ethanol
Port Orford	1360 Idaho St	Network	PACPRIDE	Biodiesel
Port Orford	1360 Idaho St	Network	PACPRIDE	Reg Unl w/Ethanol
Port Orford	1536 Oregon	Network	CFN	Biodiesel
Port Orford	1536 Oregon	Network	FLEETWIDE	Biodiesel
PORT ORFO	1536 OREGON	NETWORK	CFN	Mid Unl 10%E
Port Orford	1536 Oregon	Network	FLEETWIDE	Prem Unl w/Ethanol
Port Orford	1536 Oregon	Network	CFN	Reg Unl w/Ethanol
Port Orford	1536 Oregon	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	10000 SW Barbur Blvd	Network	PACPRIDE	Biodiesel
Portland	10000 SW Barbur Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	10000 SW Barbur Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	10131 NE Sandy Blvd	Network	FLEETWIDE	Biodiesel
Portland	10131 NE Sandy Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	10131 NE Sandy Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	1020 N Marine Dr	Network	FLEETWIDE	Biodiesel
Portland	1020 N Marine Dr	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	1020 N Marine Dr	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	10210 N Vancouver Way	Network	PACPRIDE	Biodiesel
Portland	10210 N Vancouver Way	Network	PACPRIDE	Mid Unl 10%E

Portland	10210 N Vancouver Way	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	10210 N Vancouver Way	Network	PACPRIDE	Reg Unl w/Ethanol
PORTLAND	10533 N LOMBARD ST	NETWORK	CFN	Mid Unl 10%E
Portland	10533 N Lombard St	Network	CFN	Biodiesel
Portland	10533 N Lombard St	Network	CFN	Reg Unl w/Ethanol
Portland	10725 SE 82nd Ave	Network	FLEETWIDE	Biodiesel
Portland	10725 SE 82nd Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	10725 SE 82nd Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	1110 SE Powell Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	1110 SE Powell Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	11125 SE Foster Rd	Network	FLEETWIDE	Biodiesel
Portland	11125 SE Foster Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	11125 SE Foster Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	11290 SW Bull Mountain Rd	Network	FLEETWIDE	Biodiesel
Portland	11290 SW Bull Mountain Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	11290 SW Bull Mountain Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	11426 NE Sandy Blvd	Network	PACPRIDE	Biodiesel
Portland	11426 NE Sandy Blvd	Network	PACPRIDE	Mid Unl 10%E
Portland	11426 NE Sandy Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	11426 NE Sandy Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	11535 N Force Ave	Network	CFN	Biodiesel
Portland	11535 N Force Ave	Network	CFN	Reg Unl w/Ethanol
Portland	11834 SW Pacific Hwy	Network	FLEETWIDE	Biodiesel
Portland	11834 SW Pacific Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	11834 SW Pacific Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	1208 SE 8th	Network	CFN	Biodiesel
PORTLAND	1208 SE 8TH	NETWORK	CFN	Mid Unl 10%E
Portland	1208 SE 8th	Network	CFN	Reg Unl w/Ethanol
Portland	12140 NEHalsey St	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	12140 NEHalsey St	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	1511 NE 102nd	Network	FLEETWIDE	Biodiesel
Portland	1511 NE 102nd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	1511 NE 102nd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	16531 NE Sandy Blvd	Network	PACPRIDE	Biodiesel
Portland	16531 NE Sandy Blvd	Network	PACPRIDE	Mid Unl 10%E
Portland	16531 NE Sandy Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	16531 NE Sandy Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	18122 SE McGloughlin Blvd	Network	FLEETWIDE	Biodiesel
Portland	18122 SE McGloughlin Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	18122 SE McGloughlin Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	18145 SE Division	Network	CFN	Biodiesel
PORTLAND	18145 SE DIVISION	NETWORK	CFN	Mid Unl 10%E
Portland	18145 SE Division	Network	CFN	Prem Unl w/Ethanol
Portland	18145 SE Division	Network	CFN	Reg Unl w/Ethanol
Portland	1817 SW Skyline	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	1817 SW Skyline	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	2020 E Burnside St	Network	FLEETWIDE	Biodiesel

Portland	2020 E Burnside St	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	2020 E Burnside St	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	2281 NE 181st	Network	FLEETWIDE	Biodiesel
Portland	2281 NE 181st	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	2281 NE 181st	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	Biodiesel
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	Pre Unl 10%E
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	Reg Unl 10%E
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	2528 SE Holgate Blvd	Network	PACPRIDE	ULSDB5
Portland	3031 NW St. Helens Rd	Network	PACPRIDE	Biodiesel
Portland	3031 NW St. Helens Rd	Network	PACPRIDE	Mid Unl 10%E
Portland	3031 NW St. Helens Rd	Network	PACPRIDE	Pre Unl 10%E
Portland	3031 NW St. Helens Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	3031 NW St. Helens Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	3037 NW 29th Ave	Network	PACPRIDE	Biodiesel
Portland	3037 NW 29th Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	3037 NW 29th Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	3125 NW 35th	Network	CFN	Biodiesel
Portland	3125 NW 35th	Network	CFN	Prem Unl w/Ethanol
Portland	3125 NW 35th	Network	CFN	Reg Unl w/Ethanol
Portland	3445 NE 82nd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	3445 NE 82nd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	425 NE Broadway St	Network	FLEETWIDE	Biodiesel
Portland	425 NE Broadway St	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	425 NE Broadway St	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	4860 SE 82nd	Network	PACPRIDE	Mid Unl 10%E
Portland	4860 SE 82nd Ave	Network	PACPRIDE	Biodiesel
Portland	4860 SE 82nd Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	4860 SE 82nd Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	5000 N Basin Ave	Network	PACPRIDE	Biodiesel
Portland	5000 N Basin Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	5000 N Basin Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	5124 SE 17th Ave	Network	FLEETWIDE	Biodiesel
Portland	5124 SE 17th Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	5124 SE 17th Ave	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	515 NE 102nd	Network	FLEETWIDE	Biodiesel
Portland	515 NE 102nd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	515 NE 102nd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	5305 Lombard	Network	CFN	Biodiesel
Portland	5305 Lombard	Network	CFN	Prem Unl w/Ethanol
Portland	5305 Lombard	Network	CFN	Reg Unl w/Ethanol
Portland	539 SE 122nd @ Stark	Network	PACPRIDE	Biodiesel
Portland	539 SE 122nd @ Stark	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	539 SE 122nd @ Stark	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	6230 SW Macadam Blvd	Network	PACPRIDE	Biodiesel

Portland	6230 SW Macadam Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	6230 SW Macadam Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	635 SE 7th	Network	PACPRIDE	Biodiesel
Portland	635 SE 7th	Network	PACPRIDE	Mid Unl 10%E
Portland	635 SE 7th	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	635 SE 7th	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	6814 NE 42nd	Network	CFN	Biodiesel
Portland	6814 NE 42nd	Network	CFN	Reg Unl w/Ethanol
Portland	8100 NE MLK Jr. Blvd	Network	PACPRIDE	Biodiesel
Portland	8100 NE MLK Jr. Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Portland	8100 NE MLK Jr. Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Portland	8725 SW Hall Blvd	Network	FLEETWIDE	Biodiesel
Portland	8725 SW Hall Blvd	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	8725 SW Hall Blvd	Network	FLEETWIDE	Reg Unl w/Ethanol
Portland	9101 N Lombard	Network	FLEETWIDE	Prem Unl w/Ethanol
Portland	9101 N Lombard	Network	FLEETWIDE	Reg Unl w/Ethanol
PORTLAND	9910 N E SANDY BLVD	NETWORK	CFN	Mid Unl 10%E
Portland	9910 NE Sandy Blvd	Network	CFN	Biodiesel
Portland	9910 NE Sandy Blvd	Network	CFN	Prem Unl w/Ethanol
Portland	9910 NE Sandy Blvd	Network	CFN	Reg Unl w/Ethanol
Portland	N Borthwick	Network	CFN	Biodiesel
Portland	N Borthwick	Network	CFN	Reg Unl w/Ethanol
Prineville	12413 SW Millican	Network	CFN	Biodiesel
Prineville	12413 SW Millican	Network	CFN	Reg Unl w/Ethanol
Prineville	1311 NW Lamonta Rd	Network	PACPRIDE	Biodiesel
Prineville	1311 NW Lamonta Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Prineville	480 NW Lamonta Rd	Network	CFN	Biodiesel
Prineville	480 NW Lamonta Rd	Network	CFN	Reg Unl w/Ethanol
Rainier	75719 Rock Crest Street	Network	PACPRIDE	Biodiesel
Rainier	75719 Rock Crest Street	Network	PACPRIDE	Reg Unl w/Ethanol
Redmond	2057 S Hwy 97	Network	CFN	Biodiesel
Redmond	2057 S Hwy 97	Network	CFN	Reg Unl w/Ethanol
Redmond	244 E Antler Blvd	Network	CFN	Biodiesel
Redmond	244 E Antler Blvd	Network	CFN	Reg Unl w/Ethanol
REDMOND	244 E. ANTLER BLVD	NETWORK	CFN	Mid Unl 10%E
Redmond	969 NE 7th St	Network	PACPRIDE	Biodiesel
Redmond	969 NE 7th St	Network	PACPRIDE	Reg Unl w/Ethanol
Reedsport	1199 Hwy Ave	Owned	CFN	Biodiesel
Reedsport	1199 Hwy Ave	Owned	CFN	Reg Unl w/Ethanol
Reedsport	229 Port Dock Rd	Network	PACPRIDE	Biodiesel
Reedsport	229 Port Dock Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Riddle	200 Pruner Rd	Network	PACPRIDE	Biodiesel
Riddle	200 Pruner Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Riddle	200 Pruner Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Riddle	422 W 6TH AVE	Network	CFN	Biodiesel
RIDDLE	422 W 6TH AVE	NETWORK	CFN	Mid Unl 10%E
ROSEBURG	144 M ST	NETWORK	CFN	Mid Unl 10%E

Roseburg	144 M Street	Network	CFN	Biodiesel
Roseburg	144 M Street	Network	CFN	Prem Unl w/Ethanol
Roseburg	144 M Street	Network	CFN	Reg Unl w/Ethanol
Roseburg	1578 NE Airport Rd	Owned	CFN	Biodiesel
Roseburg	1578 NE Airport Rd	Owned	CFN	Prem Unl w/Ethanol
Roseburg	1578 NE Airport Rd	Owned	CFN	Reg Unl w/Ethanol
ROSEBURG	1847 NE DIAMOND LAKE	OWNED	CFN	Mid Unl 10%E
Roseburg	1847 NE Diamond Lake Blvd	Owned	CFN	Biodiesel
Roseburg	1847 NE Diamond Lake Blvd	Owned	CFN	Reg Unl w/Ethanol
Roseburg	2625 NE Diamond Lake Blvd	Network	PACPRIDE	Biodiesel
Roseburg	2625 NE Diamond Lake Blvd	Network	PACPRIDE	Prem Unl w/Ethanol
Roseburg	2625 NE Diamond Lake Blvd	Network	PACPRIDE	Reg Unl w/Ethanol
Roseburg	280 Grant Smith Rd	Network	FLEETWIDE	Biodiesel
Roseburg	280 Grant Smith Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Roseburg	280 Grant Smith Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Roseburg	5146 Old Hwy 99 S	Network	PACPRIDE	Biodiesel
Roseburg	5146 Old Hwy 99 S	Network	PACPRIDE	Mid Unl 10%E
Roseburg	5146 Old Hwy 99 S	Network	PACPRIDE	Prem Unl w/Ethanol
Roseburg	5146 Old Hwy 99 S	Network	PACPRIDE	Reg Unl w/Ethanol
Roseburg	6012 N Umpqua Hwy	Network	CFN	Biodiesel
Roseburg	6012 N Umpqua Hwy	Network	CFN	Reg Unl w/Ethanol
Salem	1110 Lancaster Dr SE	Network	PACPRIDE - S	Reg Unl w/Ethanol
Salem	1111 Lancaster Dr SE	Network	PACPRIDE - S	Prem Unl w/Ethanol
Salem	1190 Industrial Dr NE	Network	PACPRIDE	Biodiesel
Salem	1190 Industrial Dr NE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	1190 Industrial Dr NE	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	1516 Capitol St NE	Network	FLEETWIDE	Biodiesel
Salem	1516 Capitol St NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	1516 Capitol St NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	1720 State St	Network	FLEETWIDE	Biodiesel
Salem	1720 State St	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	1720 State St	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	1750 Freeway Ct	Network	PACPRIDE	Biodiesel
Salem	1750 Freeway Ct	Network	PACPRIDE	Mid Unl 10%E
Salem	1750 Freeway Ct	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	1750 Freeway Ct	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	205 Columbia St NE	Network	PACPRIDE	Biodiesel
Salem	205 Columbia St NE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	205 Columbia St NE	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	2220 Mission St SE	Network	FLEETWIDE	Biodiesel
Salem	2220 Mission St SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	2220 Mission St SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	2485 Mission St SE	Network	PACPRIDE	Biodiesel
Salem	2485 Mission St SE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	2485 Mission St SE	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	2591 Wallace Rd NW	Network	FLEETWIDE	Biodiesel
Salem	2591 Wallace Rd NW	Network	FLEETWIDE	Prem Unl w/Ethanol

Salem	2591 Wallace Rd NW	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	2795 Market St NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	2795 Market St NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	2840 Broadway St NE	Network	FLEETWIDE	Biodiesel
Salem	2840 Broadway St NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	2840 Broadway St NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	2979 Market St NE	Network	FLEETWIDE	Biodiesel
Salem	2979 Market St NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	2979 Market St NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	3025 Industrial Way NE	Owned	PACPRIDE	Biodiesel
Salem	3025 Industrial Way NE	Owned	PACPRIDE	Reg Unl w/Ethanol
Salem	3995 Silverton Rd NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	3995 Silverton Rd NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	4170 Portland Rd NE	Network	FLEETWIDE	Biodiesel
Salem	4170 Portland Rd NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	4170 Portland Rd NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	4180 Portland Rd NE	Network	PACPRIDE	Biodiesel
Salem	4180 Portland Rd NE	Network	PACPRIDE	Mid Unl 10%E
Salem	4180 Portland Rd NE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	4180 Portland Rd NE	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	4395 Commercial St SE	Network	PACPRIDE	Biodiesel
Salem	4395 Commercial St SE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	4395 Commercial St SE	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	4397 Commercial St SE	Network	FLEETWIDE	Biodiesel
Salem	4397 Commercial St SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	4397 Commercial St SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	4592 Portland Rd NE	Network	FLEETWIDE	Biodiesel
Salem	4592 Portland Rd NE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	4592 Portland Rd NE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	5095 Commercial St SE	Network	FLEETWIDE	Biodiesel
Salem	5095 Commercial St SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	5095 Commercial St SE	Network	FLEETWIDE	Reg Unl w/Ethanol
SALEM	5322 SALEM DALLAS HW	NETWORK	CFN	Mid Unl 10%E
Salem	5322 Salem Dallas Hwy	Network	CFN	Biodiesel
Salem	5322 Salem Dallas Hwy	Network	CFN	Prem Unl w/Ethanol
Salem	5322 Salem Dallas Hwy	Network	CFN	Reg Unl w/Ethanol
Salem	5403 Commercial St SE	Network	FLEETWIDE	Biodiesel
Salem	5403 Commercial St SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	5403 Commercial St SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	583 Wallace Rd NW	Network	PACPRIDE	Biodiesel
Salem	583 Wallace Rd NW	Network	PACPRIDE	Mid Unl 10%E
Salem	583 Wallace Rd NW	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	583 Wallace Rd NW	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	585 Wallace Rd NW	Network	FLEETWIDE	Biodiesel
Salem	585 Wallace Rd NW	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	585 Wallace Rd NW	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	7832 Squirrel Hill Rd	Network	PACPRIDE	Biodiesel

Salem	7832 Squirrel Hill Rd	Network	PACPRIDE	Mid Unl 10%E
Salem	7832 Squirrel Hill Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	7832 Squirrel Hill Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Salem	805 Commercial St SE	Network	FLEETWIDE	Biodiesel
Salem	805 Commercial St SE	Network	FLEETWIDE	Prem Unl w/Ethanol
Salem	805 Commercial St SE	Network	FLEETWIDE	Reg Unl w/Ethanol
Salem	810 Lancaster Dr SE	Owned	PACPRIDE	Biodiesel
Salem	810 Lancaster Dr SE	Owned	PACPRIDE	Mid Unl 10%E
Salem	810 Lancaster Dr SE	Owned	PACPRIDE	Prem Unl w/Ethanol
Salem	810 Lancaster Dr SE	Owned	PACPRIDE	Reg Unl w/Ethanol
Salem	970 13th St SE	Network	PACPRIDE	Biodiesel
Salem	970 13th St SE	Network	PACPRIDE	Prem Unl w/Ethanol
Salem	970 13th St SE	Network	PACPRIDE	Reg Unl w/Ethanol
Sandy	37396 Ruben Ln	Owned	PACPRIDE	Biodiesel
Sandy	37396 Ruben Ln	Owned	PACPRIDE	Reg Unl w/Ethanol
Seaside	84721 Happel Ln	Network	PACPRIDE	Biodiesel
Seaside	84721 Happel Ln	Network	PACPRIDE	Reg Unl w/Ethanol
Seaside	924 24th Street	Network	CFN	Biodiesel
Seaside	924 24th Street	Network	CFN	Reg Unl w/Ethanol
Shady Cove	21222 Hwy 62	Network	CFN	Biodiesel
SHADY COV	21222 HWY 62	NETWORK	CFN	Mid Unl 10%E
Shady Cove	21222 Hwy 62	Network	CFN	Prem Unl w/Ethanol
Shady Cove	21222 Hwy 62	Network	CFN	Reg Unl w/Ethanol
Shady Cove	21890 Hwy 62	Network	PACPRIDE	Biodiesel
Shady Cove	21890 Hwy 62	Network	PACPRIDE	Reg Unl w/Ethanol
Sherwood	15900 SW Tualatin-Sherwood Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Sherwood	15900 SW Tualatin-Sherwood Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Silverton	621 N Water St	Network	PACPRIDE	Biodiesel
Silverton	621 N Water St	Network	PACPRIDE	Mid Unl 10%E
Silverton	621 N Water St	Network	PACPRIDE	Prem Unl w/Ethanol
Silverton	621 N Water St	Network	PACPRIDE	Reg Unl w/Ethanol
Silverton	8833 Silverton Rd	Network	PACPRIDE	Biodiesel
Silverton	8833 Silverton Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Silverton	930 N First	Network	CFN	Biodiesel
SILVERTON	930 N FIRST	NETWORK	CFN	Mid Unl 10%E
Silverton	930 N First	Network	CFN	Prem Unl w/Ethanol
Silverton	930 N First	Network	CFN	Reg Unl w/Ethanol
Sisters	591 W Cascade Ave	Network	PACPRIDE	Biodiesel
Sisters	591 W Cascade Ave	Network	PACPRIDE	Prem Unl w/Ethanol
Sisters	591 W Cascade Ave	Network	PACPRIDE	Reg Unl w/Ethanol
Springfield	1795 5th Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Springfield	1795 5th Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Springfield	30th & Olympic Street	Owned	CFN	Biodiesel
Springfield	30th & Olympic Street	Owned	CFN	Prem Unl w/Ethanol
Springfield	30th & Olympic Street	Owned	CFN	Reg Unl w/Ethanol
Springfield	3375 Gateway St	Network	PACPRIDE	Mid Unl 10%E
Springfield	3375 Gateway Street	Network	PACPRIDE - S	Biodiesel

Springfield	3375 Gateway Street	Network	PACPRIDE - S	Prem Unl w/Ethanol
Springfield	3375 Gateway Street	Network	PACPRIDE - S	Reg Unl w/Ethanol
Springfield	3520 Gateway Street	Network	FLEETWIDE	Biodiesel
Springfield	3520 Gateway Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Springfield	3520 Gateway Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Springfield	3521 Gateway Street	Network	FLEETWIDE	Biodiesel
Springfield	3521 Gateway Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Springfield	3521 Gateway Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Springfield	4124 Main Street	Network	PACPRIDE	Biodiesel
Springfield	4124 Main Street	Network	PACPRIDE	Prem Unl w/Ethanol
Springfield	4124 Main Street	Network	PACPRIDE	Reg Unl w/Ethanol
Springfield	4202 Main Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Springfield	4202 Main Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Springfield	5720 Main Street	Network	FLEETWIDE	Biodiesel
Springfield	5720 Main Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Springfield	5720 Main Street	Network	FLEETWIDE	Reg Unl w/Ethanol
St. Helens	2290 Gable Road	Network	CFN	Biodiesel
ST. HELENS	2290 GABLE ROAD	NETWORK	CFN	Mid Unl 10%E
St. Helens	2290 Gable Road	Network	CFN	Prem Unl w/Ethanol
St. Helens	2290 Gable Road	Network	CFN	Reg Unl w/Ethanol
St. Helens	845 N Hwy 30	Network	PACPRIDE	Biodiesel
St. Helens	845 N Hwy 30	Network	PACPRIDE	Mid Unl 10%E
St. Helens	845 N Hwy 30	Network	PACPRIDE	Prem Unl w/Ethanol
St. Helens	845 N Hwy 30	Network	PACPRIDE	Reg Unl w/Ethanol
Stanfield	22115 Hwy 395	Network	FLEETWIDE	Biodiesel
Stanfield	22115 Hwy 395	Network	FLEETWIDE	Prem Unl w/Ethanol
Stanfield	22115 Hwy 395	Network	FLEETWIDE	Reg Unl w/Ethanol
Stayton	100 Whitney Street	Network	FLEETWIDE	Biodiesel
Stayton	100 Whitney Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Stayton	100 Whitney Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Stayton	1895 Shaff Rd	Network	FLEETWIDE	Biodiesel
Stayton	1895 Shaff Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Stayton	1895 Shaff Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Stayton	2010 W Washington	Owned	PACPRIDE	Biodiesel
Stayton	2010 W Washington	Owned	PACPRIDE	Mid Unl 10%E
Stayton	2010 W Washington	Owned	PACPRIDE	Reg Unl w/Ethanol
Sutherlin	1484 W Central Ave	Network	PACPRIDE - S	Biodiesel
Sutherlin	1484 W Central Ave	Network	PACPRIDE - S	Prem Unl w/Ethanol
Sutherlin	1484 W Central Ave	Network	PACPRIDE - S	Reg Unl w/Ethanol
Sutherlin	254 Calapooia Street	Network	CFN	Biodiesel
Sutherlin	254 Calapooia Street	Network	CFN	Reg Unl w/Ethanol
Sweet Hom	1810 W Main St	Network	PACPRIDE	Biodiesel
Sweet Hom	1810 W Main St	Network	PACPRIDE	Mid Unl 10%E
Sweet Hom	1810 W Main St	Network	PACPRIDE	Prem Unl w/Ethanol
Sweet Hom	1810 W Main St	Network	PACPRIDE	Reg Unl w/Ethanol
Sweet Hom	4220 Hwy 20	Network	CFN	Biodiesel
Sweet Hom	4220 Hwy 20	Network	CFN	Reg Unl w/Ethanol

Terrebonne	8805 NE 11th	Network	CFN	Biodiesel
Terrebonne	8805 NE 11th	Network	CFN	Reg Unl w/Ethanol
The Dalles	1025 W 8th Place	Network	CFN	Prem Unl w/Ethanol
The Dalles	1025 W 8th Place	Network	CFN	Reg Unl w/Ethanol
The Dalles	301 W 3rd St	Network	PACPRIDE	Biodiesel
The Dalles	301 W 3rd St	Network	PACPRIDE	Prem Unl w/Ethanol
The Dalles	301 W 3rd St	Network	PACPRIDE	Reg Unl w/Ethanol
The Dalles	3902 W 6th	Network	PACPRIDE	Biodiesel
The Dalles	3902 W 6th	Network	PACPRIDE	Prem Unl w/Ethanol
The Dalles	3902 W 6th	Network	PACPRIDE	Reg Unl w/Ethanol
Tigard	15055 SW 72nd	Network	PACPRIDE	Biodiesel
Tigard	15055 SW 72nd	Network	PACPRIDE	Mid Unl 10%E
Tigard	15055 SW 72nd	Network	PACPRIDE	Prem Unl w/Ethanol
Tigard	15055 SW 72nd	Network	PACPRIDE	Reg Unl w/Ethanol
Tillamook	2801 S 3rd Street	Network	CFN	Biodiesel
Tillamook	2801 S 3rd Street	Network	CFN	Reg Unl w/Ethanol
Tillamook	2903 S 3rd Street	Network	PACPRIDE	Biodiesel
Tillamook	2903 S 3rd Street	Network	PACPRIDE	Reg Unl w/Ethanol
Toledo	1785 NW Hwy 20	Network	PACPRIDE	Biodiesel
Toledo	1785 NW Hwy 20	Network	PACPRIDE	Reg Unl w/Ethanol
Toledo	308 A Street	Network	CFN	Biodiesel
Toledo	308 A Street	Network	CFN	Reg Unl w/Ethanol
Troutdale	400 Frontage Road	Network	FLEETWIDE	Biodiesel
Troutdale	400 Frontage Road	Network	FLEETWIDE	Prem Unl w/Ethanol
Troutdale	400 Frontage Road	Network	FLEETWIDE	Reg Unl w/Ethanol
Troutdale	521 SW Halsey Street	Network	CFN	Biodiesel
Troutdale	521 SW Halsey Street	Network	CFN	Prem Unl w/Ethanol
Troutdale	521 SW Halsey Street	Network	CFN	Reg Unl w/Ethanol
Troutdale	790 NW Frontage Road	Network	FLEETWIDE	Biodiesel
Troutdale	790 NW Frontage Road	Network	FLEETWIDE	Prem Unl w/Ethanol
Troutdale	790 NW Frontage Road	Network	FLEETWIDE	Reg Unl w/Ethanol
Tualatin	18955 SW Teton Ave	Network	CFN	Biodiesel
Tualatin	18955 SW Teton Ave	Network	CFN	Reg Unl w/Ethanol
Tualatin	9700 SW Tualatin-Sherwood Rd	Network	PACPRIDE	Biodiesel
Tualatin	9700 SW Tualatin-Sherwood Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Tualatin	9700 SW Tualatin-Sherwood Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Ukiah	Hwy 244	Network	PACPRIDE	Biodiesel
Ukiah	Hwy 244	Network	PACPRIDE	Prem Unl w/Ethanol
Ukiah	Hwy 244	Network	PACPRIDE	Reg Unl w/Ethanol
Umatilla	1800 6th Street	Network	FLEETWIDE	Biodiesel
Umatilla	1800 6th Street	Network	FLEETWIDE	Prem Unl w/Ethanol
Umatilla	1800 6th Street	Network	FLEETWIDE	Reg Unl w/Ethanol
Umatilla	2020 Hwy 730	Network	PACPRIDE	Biodiesel
Umatilla	2020 Hwy 730	Network	PACPRIDE	Reg Unl w/Ethanol
Unity	302 Main St	Network	PACPRIDE	Biodiesel
Unity	302 Main St	Network	PACPRIDE	Reg Unl w/Ethanol
VENETA	25067 JEANS RD	OWNED	CFN	Pre Unl

Veneta	25067 Jeans Road	Owned	CFN	Biodiesel
Veneta	25067 Jeans Road	Owned	CFN	Prem Unl w/Ethanol
Veneta	25067 Jeans Road	Owned	CFN	Reg Unl w/Ethanol
Veneta	25547 Hwy 126	Network	FLEETWIDE	Biodiesel
Veneta	25547 Hwy 126	Network	FLEETWIDE	Prem Unl w/Ethanol
Veneta	25547 Hwy 126	Network	FLEETWIDE	Reg Unl w/Ethanol
Veneta	88241 Huston Rd	Network	PACPRIDE	Biodiesel
Veneta	88241 Huston Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Vernonia	720 Rose Ave	Network	CFN	Biodiesel
Vernonia	720 Rose Ave	Network	CFN	Prem Unl w/Ethanol
Vernonia	720 Rose Ave	Network	CFN	Reg Unl w/Ethanol
Warrenton	439 13th NW	Network	CFN	Biodiesel
Warrenton	439 13th NW	Network	CFN	Reg Unl w/Ethanol
Wasco	1100 Hwy 206	Network	CFN	Biodiesel
Wasco	1100 Hwy 206	Network	CFN	Reg Unl w/Ethanol
Wasco	91485 Biggs-Rufus Hwy	Network	FLEETWIDE	Biodiesel
Wasco	91485 Biggs-Rufus Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Wasco	91485 Biggs-Rufus Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Wasco	91558 Biggs-Rufus Hwy	Network	PACPRIDE	Biodiesel
Wasco	91558 Biggs-Rufus Hwy	Network	PACPRIDE	Prem Unl w/Ethanol
Wasco	91558 Biggs-Rufus Hwy	Network	PACPRIDE	Reg Unl w/Ethanol
White City	13325 Antioch Road	Network	CFN	Biodiesel
White City	13325 Antioch Road	Network	CFN	Prem Unl w/Ethanol
White City	13325 Antioch Road	Network	CFN	Reg Unl w/Ethanol
White City	2094 Antelope Rd	Network	PACPRIDE	Biodiesel
White City	2094 Antelope Rd	Network	PACPRIDE	Reg Unl w/Ethanol
White City	6779 Crater Lake Hwy	Network	CFN	Biodiesel
White City	6779 Crater Lake Hwy	Network	CFN	Prem Unl w/Ethanol
White City	6779 Crater Lake Hwy	Network	CFN	Reg Unl w/Ethanol
Willamina	182 C St	Network	PACPRIDE	Biodiesel
Willamina	182 C St	Network	PACPRIDE	Reg Unl w/Ethanol
Wilsonville	28855 SW Boones-Ferry Rd	Network	PACPRIDE	Biodiesel
Wilsonville	28855 SW Boones-Ferry Rd	Network	PACPRIDE	Prem Unl w/Ethanol
Wilsonville	28855 SW Boones-Ferry Rd	Network	PACPRIDE	Reg Unl w/Ethanol
Wilsonville	8605 SW Elligsen Rd	Network	FLEETWIDE	Biodiesel
Wilsonville	8605 SW Elligsen Rd	Network	FLEETWIDE	Prem Unl w/Ethanol
Wilsonville	8605 SW Elligsen Rd	Network	FLEETWIDE	Reg Unl w/Ethanol
Wilsonville	SW Ridder Road	Network	CFN	Biodiesel
Wilsonville	SW Ridder Road	Network	CFN	Reg Unl w/Ethanol
Wolf Creek	221 Old Hwy 99	Network	PACPRIDE	Biodiesel
Wolf Creek	221 Old Hwy 99	Network	PACPRIDE	Prem Unl w/Ethanol
Wolf Creek	221 Old Hwy 99	Network	PACPRIDE	Reg Unl w/Ethanol
Wood Village	2550 NE 238th Dr	Network	FLEETWIDE	Prem Unl w/Ethanol
Wood Village	2550 NE 238th Dr	Network	FLEETWIDE	Reg Unl w/Ethanol
Woodburn	2720 Newburn Hwy	Network	FLEETWIDE	Prem Unl w/Ethanol
Woodburn	2720 Newburn Hwy	Network	FLEETWIDE	Reg Unl w/Ethanol
Woodburn	850 Lawson Ave	Network	FLEETWIDE	Biodiesel

Woodburn	850 Lawson Ave	Network	FLEETWIDE	Prem Unl w/Ethanol
Woodburn	850 Lawson Ave	Network	FLEETWIDE	Reg Unl w/Ethanol

Dealer Markup	RACK	Branded or Unbranded	freight per gallon	transfer fee per gallon	Winterization fee per gallon	Other fees	Total Margin	OPIS Current or Prior Day Posting
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT

\$0.17	POR	Unbranded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
\$0.17	PAS	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT

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0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT

[illegible]

[illegible]

0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.11	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT

0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	BranDED	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	BranDED	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.315	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	BranDED	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.03	\$0.00	\$0.20	CURRENT
0.165	EUGENE	BranDED	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT

0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
\$0.17	PAS	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT

[illegible]

\$0.17	PAS	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT

[illegible]

0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.03	\$0.00	\$0.20	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT

0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.11	POR	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	CURRENT
0.105	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT

0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.11	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	UMATILLA	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT

0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
\$0.17	PAS	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
\$0.17	PAS	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	UMATILLA	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PASCO	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT

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0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
\$0.11	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT

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\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
\$0.11	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	EUG	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	EUGENE	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
\$0.17	POR	U	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.03	0.00	\$0.195	CURRENT
0.165	PORTLAN	Branded	0.00	0.00	0.00	0.00	\$0.165	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.105	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.135	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
0.105	EUGENE	Unbranded	0.00	0.00	0.00	0.00	\$0.105	CURRENT
\$0.17	EUG	B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.17	CURRENT
0.285	EUGENE	Branded	0.00	0.00	0.03	0.00	\$0.315	CURRENT

[illegible]

[illegible]

[illegible]

0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT
0.285	PORTLAN	Unbranded	0.00	0.00	0.00	0.00	\$0.285	CURRENT

CITY COUNCIL MEETING: November 3, 2014

AGENDA ITEM NUMBER: _____

**TO: MAYOR CHRISTOPHER
CITY COUNCIL MEMBERS**

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: JOHN TEAGUE, CHIEF OF POLICE

SUBJECT: DISPOSITION OF FIREARMS

The police department wishes to dispose of three Kel-Tec KSG shotguns and two Remington Model 870 shotguns. The department is upgrading its less-lethal* inventory and the sale or trade of these firearms facilitates that change. These firearms are not contraband; they were purchased for our use and are a part of our weapons inventory; nevertheless, due to their aggregate value of about \$3,000.00, their disposition needs City Council approval.

For decades, batons or firearms were the only commonly available defensive weapons; however, the advent of pepper spray began a fundamental shift toward less-lethal weapons that are able to be deployed from a distance, which is safer for the officers and less traumatic for the suspects. Such weapons came to include “beanbag” shotguns and Tasers.

The beanbag shotguns, while then-comparatively effective, have proven to be less reliable and arguably less safe than newer-technology 37- or 40-mm distance-impact weapons. These larger rounds, also deployed via a shotgun-like platform, disperse more energy, so they are more effective, but over a larger area, so they are safer. Furthermore, they are more accurate than beanbags and, counterintuitively, they may be used at closer distances, meaning they can be used indoors, where close distances frequently prohibit the use of beanbags.

That said, there is a proper and reasonable application for both lethal 12-gauge shotguns and less-lethal 12-gauge beanbags, so we are not completely divesting ourselves of these weapons; however, as stated above, we wish to dispose of most of them and move to a more reliable, generally safer 37-mm impact weapon.

RECOMMENDATION:

Approve the disposition of the police department's surplus, non-contraband firearms and direct that the proceeds or trade value be used to acquire 37- or 40-mm, less-lethal impact weapons.

* The term “less-lethal” recognizes the non-lethality of certain weapons but with respect to their lethal potential if not deployed carefully and appropriately.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2014-_____

4
5 AUTHORIZING THE CHIEF OF POLICE TO PURCHASE
6 FIREARMS FOR POLICE DEPARTMENT AND AUTHORIZING
7 DISPOSITION OF SURPLUS PROPERTY
8

9
10 WHEREAS, the City of Keizer budgeted funds in the 2014-2015 Police Material
11 and Services fund to purchase new weapons and ammunition;

12 WHEREAS, it is appropriate for the Police Department to upgrade its firearm
13 inventory with 37- or 40-mm distance-impacts weapons;

14 WHEREAS, the Police Department desires to dispose of three Kel-Tec KSG
15 shotguns and two Remington Model 870 shotguns;

16 WHEREAS, it is desired to either trade-in the shotguns and use the trade-in value
17 toward the purchase of the upgraded weapons or sell the shotguns and use the proceeds
18 toward the purchase of the upgraded weapons;

19 WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed
20 of;

21 WHEREAS, the shotguns has been identified as having a value of approximately
22 \$3,000.00;

23 WHEREAS, Ordinance No. 2008-579 allows the disposal of City-owned surplus
24 property by several methods, including any method that in the City's discretion is in the
25 best interests of the City;

1 WHEREAS, staff has recommended the disposal of the shotguns as surplus
2 property because they are not as reliable as the updated weapons;

3 WHEREAS, the City Manager approves of the disposal of the shotguns as surplus
4 property;

5 NOW, THEREFORE,

6 BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
7 Police is hereby authorized to purchase 37- or 40-mm distance-impact weapons and use
8 the \$3,000.00 sell proceeds/trade-in value toward the total purchase price not to exceed
9 \$15,000.00.

10 BE IT FURTHER RESOLVED that the City Council of the City of Keizer
11 declares the three Kel-Tec KSG shotguns and two Remington Model 870 shotguns as
12 surplus property.

13 BE IT FURTHER RESOLVED that the three Kel-Tec KSG shotguns and two
14 Remington Model 870 shotguns with a value of \$3,000.00 be disposed of by use as a
15 trade-in against the updated 37- or 40-mm distance-impact weapons or by using the sale
16 proceeds against the updated weapons.

17 BE IT FURTHER RESOLVED that the Chief of Police is authorized to take any
18 and all necessary acts to effectuate the purchase of the 37- or 40-mm distance-impact
19 weapons and the disposal of the surplus property.

20

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2014.

4

5 SIGNED this _____ day of _____, 2014.

6

7

8

9

10

11

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL SPECIAL SESSION
Wednesday, September 10, 2014
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 12:32 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Kim Freeman, Councilor
Marlene Quinn, Councilor
Cathy Clark, Councilor (12:35)
Jim Taylor, Councilor
Dennis Koho, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Tim Wood, Assistant Controller
Tracy Davis, City Recorder

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

**a. RESOLUTION –
Correcting
Error With
Regard to
R2014-2489;
Amending
R2014-2489**

City Attorney Shannon Johnson explained that the HVAC (Heating-Air Conditioning-Ventilation) system for the Police Department had experienced a serious failure. Damage is approximately \$27,000. He noted that a replacement resolution is on the dais because staff found other fans that needed replacement. Those have been added to that resolution. Additionally there have been problems with the fire alarm system and repair of that is included.

The initial budget adjustment was just under \$27,000; City Hall HVAC is a little over \$2,000; Fire Alarm \$3,020 totaling just over \$5,000 additional. The replacement resolution is for \$32,000 instead of \$27,000.

**b. RESOLUTION –
Authorizing the
City Manager to
Enter Into
Agreement with
Day Heating for
Repair of Police
Department
HVAC System**

Discussion followed regarding setting funds aside for repairs. Assistant Controller Tim Wood explained that the City has both a Building Facilities Maintenance Fund and a Building Fund Contingency. Councilor Egli suggested that this might be covered under the Equipment Breakdown area of the City's insurance policy. Shannon indicated he would check with CCIS. City Manager Chris Eppley added that staff was planning on checking with a builder and installer of the unit. It won't be a warranty but it might be a manufacturer's defect. Councilor Egli made a spelling correction in the Resolution for the HVAC.

c. **RESOLUTION** – Councilor Egli moved to adopt a Resolution Correcting Error With Regard to R2014-2489; Amending R2014-2489. Councilor Clark. Motion passed unanimously as follows:

**Authorization
for
Supplemental
Budget and
Appropriations
Transfer**

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Egli moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Enter Into Agreement with Day Heating for Repair of Police Department HVAC System. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Egli moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget and Appropriations Transfer as amended in the amount of \$32,000. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mayor Christopher directed staff to keep Council informed on the items that staff is going to follow up on (checking with insurance and manufacturer).

**OTHER
BUSINESS**

Council was reminded of the Fire Department 9-11 Memorial.
Mr. Eppley provided a brief update of progress on the Chemawa Road project.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 12:45 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, September 15, 2014
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Christopher called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Kim Freeman, Councilor
Marlene Quinn, Councilor
Cathy Clark, Councilor
Jim Taylor, Councilor
Dennis Koho, Councilor

Staff:

Nate Brown, Acting City Manager
Shannon Johnson, City Attorney
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Scout Joe Borisch, Troop 105, led the Council in the pledge of allegiance.

**PUBLIC
TESTIMONY**

Hersch Sangster, Keizer, reported that the Planning Commission had recommended (6-1) Council approval of zones for medical marijuana dispensaries and grow sites.

Brad Coy, Keizer, Chair of the Greater Gubser Neighborhood Association, reviewed upcoming meetings and events for the neighborhood

PUBLIC HEARINGS

**a. Dim Sum
Restaurant
Liquor License
Application**

Acting City Manager Nate Brown reported that an application was submitted for a Limited On Premises Sales Liquor License for Dim Sum Restaurant, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department found the location of the establishment to be properly zoned and had no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Mayor Christopher opened the Public Hearing

Applicant fielded questions from Council.

With no further testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council recommend approval of the application for a Limited On-Premises Sales liquor license for Dim

Sum Restaurant under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION –
Relating to
Medical
Marijuana
Facility Permit
Application and
Investigation
Fee**

Taken out of order. City Attorney Shannon Johnson explained that this resolution sets the fees established in the Medical Marijuana Facility Permit ordinance. Staff tried to calculate staff time and expenses to arrive at a fair regulation but in this case, determining those was difficult so Salem's fees were considered in order to provide consistency. He reviewed Salem's fees and proposed Keizer fees and fielded questions from Council. Councilors indicated that they would like to revisit this issue in one year to which Mr. Johnson suggested that they make a separate motion directing staff to do so following the passage of the Resolution.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council adopt a Resolution Relating to Medical Marijuana Facility Permit Application and Investigation Fee. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. Keizer
Development
Code Text
Amendments –
Non-
Conforming
Uses**

Community Development Director Nate Brown explained that the proposed changes clarify what is a non-conforming use and uses under which continuation and expansion are allowed. He pointed out some of the changes, noted that the Planning Commission had passed the changes unanimously, and fielded questions regarding various scenarios.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Mr. Johnson suggested the following edit to page 2 of 7, Section (3): "In addition to the criteria in Section 3.103, the following criteria must be met:" (replacing last sentence in Section (3)).

Councilor Egli moved to direct staff to prepare an ordinance with findings to adopt the proposed revisions as amended. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**ADMINISTRATIVE
ACTION**

**a. ORDINANCE –
Adopting the
Keizer Medical
Marijuana
Facility Permit
Process
(Second
Reading)**

Taken out of Order.

Mr. Shannon Johnson reminded Council that the Ordinance had passed 4-3 at the previous meeting so was being revisited at this meeting. However, Chief Teague had requested a change in the ordinance to include a broader range of crimes where people are subject to background checks, (similar to Salem). Chief Teague suggested that subsection m of the ordinance read "with any felony conviction or conviction for a misdemeanor drug crime". Lengthy discussion followed regarding the most efficient way to handle this change and whether or not it was appropriate to pass the ordinance at this time.

Councilor Egli moved to adopt an Ordinance Adopting the Keizer Medical Marijuana Facility Permit Process on second reading. Councilor Koho seconded. Motion passed as follows:

AYES: Christopher, Egli, Koho and Quinn (4)
NAYS: Freeman, Clark and Taylor (3)
ABSTENTIONS: None (0)
ABSENT: None (0)

By consensus Council asked Mr. Johnson to bring back amendments as discussed.

**b. Keizer Station
Area C Master
Plan
Amendment**

Community Development Director Nate Brown explained that a group has approached the City about revising the plan of the Area C master plan. Because of the extensive public involvement in the past, staff would like to bring the proposed revisions directly to Council. He then fielded questions regarding notification, timing, conditions and concerns.

Councilor Egli moved that the Keizer City Council direct staff to refer the Area C Master Plan Amendment directly to the City Council. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

**CONSENT
CALENDAR**

None

**COMMITTEE
REPORTS**

Mr. Brown provided background information about the formation and membership of the Keizer Economic Development Commission. Names being put forward for Council Appointment are: Mardi Smith, Cesar

**a. Keizer
Economic
Development
Commission
Appointments**

Vallejo, Tim Smith, Rick Day, Anthony Williams and Troy Young. Appointments by the Chamber of Commerce are Scott White and A.J. Nash. Mayor Christopher appointed Councilor Cathy Clark to fill the Council position. Following discussion regarding the names being considered, Sam Goesch was substituted for Tim Smith.

Councilor Egli moved that the Keizer City Council appoint Mardi Smith, Cesar Vallejo, Sam Goesch, Rick Day, Anthony Williams, Troy Young, Scott White and A.J. Nash to the Keizer Economic Development Commission with terms expiring on September 30 in the years listed in the staff report. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**OTHER
COMMITTEE
REPORTS**

Councilor Taylor announced that he could not attend the Keizer Points of Interest Committee meeting. Councilor Koho volunteered to go in his place.

Councilor Quinn reported on the recent Parks Tour and provided an update on fundraising efforts of the Community Build Task Force.

Councilor Egli reported that he would be working on the roof of the Claggett Creek Park structure; the North Gateway Urban Renewal Board would be meeting with Salem City Council.

Councilor Freeman reported on West Keizer Neighborhood Association meetings, thanked staff and Parks Board for the Parks Tour, thanked citizens for picking up trash and reviewed Greater Gubser Neighborhood Association meeting dates.

Councilor Clark reported that she had attended the City Hall Day at Newberg and the Keizer Fire Department 9/11 memorial, and announced upcoming meetings including Chamber Economic Development and Government Affairs, Salem River Crossing, the League of Oregon Cities Conference and Keizer Rapids Park charrette.

Councilor Koho reported that the Salem Wastewater Task Force had finished their task for the next year and thanked the neighborhood associations for providing opportunities for citizens to meet candidates.

Mayor Christopher provided a detailed report on activities and plans of the Keizer Heritage Foundation, and the upcoming mural dedication sponsored by the Keizer Arts Commission. She requested that Council allow use of city funds for mailing out invitations to the dedication.

Councilor Taylor moved to suspend the rules. Councilor Koho seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Council agreed by consensus to tap the City Council expense line with a cap of \$200 for mailing postcard invitations to the mural dedication to committee members and people in Keizer.

OTHER BUSINESS

City Recorder Tracy Davis announced that Lakepoint Church was hosting the 4th annual Serve Fest on Sunday.

Chief John Teague reported that the Phillip Johnson murder trial is underway with closing arguments in the morning.

Public Works Director Bill Lawyer reported that the Shoreline Drive project is nearly complete and the Chemawa Road North project contractors are back to work.

WRITTEN COMMUNICATION

Mayor Christopher announced that she had no written communications but shared an award given her by Salem Mayor, Anna Peterson, for her part in improving the relationship between Salem and Keizer. She added that City staff is deserving of this recognition.

AGENDA INPUT

October 6, 2014

7:00 p.m. – City Council Regular Session

October 13, 2014

5:30 p.m. – City Council Work Session - Cancelled

October 20, 2014

7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:55 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, October 6, 2014
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Kim Freeman, Councilor
Marlene Quinn, Councilor
Cathy Clark, Councilor
Jim Taylor, Councilor
Dennis Koho, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Three members from Scout Troop 105, Alex Kazowitz, Caleb Nelson and Michael Zwemke, led the pledge of allegiance.

**PUBLIC
TESTIMONY**

Rex Robertson and Dave Dahle, played a video to show what Mr. Dahle has been doing and what has been done under Keizer TV. Mr. Robertson noted that 14 videos have been produced over the last 2 months and viewed almost 7000 times. He commended David for his expertise and asked Council if they want to continue the project. Mr. Dahle provided additional analytic information. City Manager Chris Eppley noted that this costs \$1750 per month; funds come from PEG funds; and there is sufficient funding each year to add this to the suite of services already received. It will reduce the equipment purchase budget somewhat, but it reaches a target audience the way they want to be reached. Mr. Robertson then fielded questions and invited everyone to view the production room. Council agreed by consensus that they want to continue this effort.

PUBLIC HEARINGS

**a. ORDINANCE -
Amending the
Keizer
Development
Code Section**

City Attorney Shannon Johnson explained that this is on the agenda after being addressed by the Planning Commission. He provided clarification regarding marijuana grow sites and informed Council that they will have the option to regulate them in a non-land use sense later in the agenda. He suggested that Council hold the hearing, take testimony, close the hearing but wait until the later agenda item in (Administrative Action) with regard to grow site regulations because one option might be to not

**1.200
(Definitions),
Section 2.108
(Commercial
Office), Section
2.109
(Commercial
Retail), Section
2.110
(Commercial
Mixed Use),
Section 2.112
(Commercial
General)
Section 2.113
(Industrial
Business Park),
Section 2.114
(General
Industrial),
Section 2.115
(Agricultural
Industrial),
Section 2.117
(Exclusive
Farm Use),
Section 2.119
(General
Employment),
and Section
2.433 (Medical
Marijuana
Facilities/Grow
Sites);
Declaring and
Emergency;
Amending
Ordinance 98-
389**

regulate it but perhaps tweak the land use code.

With consent of Council and audience, Mayor Christopher addressed Administrative Action prior to this public hearing.

Following Administrative Action Mr. Johnson reminded Council that this was a legislative action regarding placement in the Keizer Development Code for medical marijuana facilities and marijuana grow sites. Planning Commission did not follow staff recommendation regarding grow sites: allowing them in industrial zones and EFU zones only; they added all commercial zones. This ordinance follows the Planning Commission recommendation. The Planning Commission motion also stated that the motion was “not intended to limit or effect current zoning regulations on these medical marijuana grow sites and does not pertain to incidental non-commercial growers in residential zones”. Mr. Johnson took that as general direction and paraphrased it in his ordinance. He added that their recommendation was not specific to types of grow sites so Council might want to take that into consideration. He noted that in order to facilitate the dispensaries, the Ordinance is attached but it will need an emergency clause to take effect on October 15. Housekeeping measures have been included.

Councilor Egli announced that he had a Conflict of Interest so would not be participating in this discussion.

Mayor Christopher opened the Public Hearing.

Kimberly Strand, Keizer, voiced concern about patient rights noting that individual patients are allowed by the State to grow up to 6 plants indoors or outdoors as long as they are kept out of public view. She provided information regarding the difference between commercial growers and individual growers.

With no further testimony Mayor Christopher closed the Public Hearing.

Mr. Johnson noted that there is a place in the ordinance where the grow site would be located indoors but it would not be allowed on the same tax lot as a marijuana facility which is similar to state law but “or another marijuana grow site” is added so there would be only one grow site in one location. This can be changed if desired. Mr. Brown explained that the Planning Commission did not address the specific issue of a co-op grow site; this is a policy which should be addressed by Council. Chief Teague noted that the Police Department does not have enough experience to know whether or not a co-op grow site would be a problem. Mr. Johnson noted that the State rules for the grow sites are not as large as for the dispensaries; they allow them to co-locate. Mr. Brown noted that considerable input was received and part of the concern of the Task Force was to send a strong message to the community that the City will not be overwhelmed with dispensaries and the medical marijuana industry. Councilor Koho concurred.

Discussion then took place regarding the Home Occupation standard, residential grow sites, and State regulations.

Councilor Clark moved that the Keizer City Council adopt a Bill for an Ordinance Amending the Keizer Development Code Section 1.200 (Definitions), Section 2.108 (Commercial Office), Section 2.109 (Commercial Retail), Section 2.110 (Commercial Mixed Use), Section 2.112 (Commercial General), Section 2.113 (Industrial Business Park), Section 2.114 (General Industrial), Section 2.115 (Agricultural Industrial), Section 2.117 (Exclusive Farm Use), Section 2.119 (General Employment), and Section 2.433 (Medical Marijuana Facilities/Grow Sites); Declaring and Emergency; Amending Ordinance 98-389, *amended to delete the Commercial Office, Commercial Retail, Commercial General and Commercial Mixed Use for grow sites, deleting the last phrase of 2.433.02(b) "or another Marijuana Grow Site" and adding to the phrase (italics) "Note that the above provisions are not intended to regulate a single marijuana grow sites that operates in accordance with provisions of state statutes and ~~are~~ is legally established as accessory to residential uses. No more than one grow site operator is allowed on a single residential tax lot.* Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. ORDINANCE –
Establishing a
Tax on the Sale
of Marijuana,
Medical
Marijuana, and
Marijuana
Infused
Products in the
City of Keizer**

City Attorney Shannon Johnson explained that he developed this ordinance for taxation of marijuana from some good models. If Ballot Measure 91 passes, recreational marijuana would be taxed at the State level with a percentage of funds being distributed to cities. Cities are also considering local taxation. There is no law prohibiting this but Measure 91 clearly prohibits local government taxation, however, there is some thought that local laws passed prior to the effective date of Measure 91 will be valid. This ordinance is based on what other jurisdictions have proposed. It presumes a 0% tax on medical marijuana as a place holder and 10% on recreational which is fairly standard.

Mr. Johnson then fielded questions regarding taxing an illegal activity, administrative costs, potential fees and the financial impact to the City.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Egli moved that the Keizer City Council adopt a Bill for an Ordinance Establishing a Tax on the Sale of Marijuana, Medical Marijuana, and Marijuana Infused Products in the City of Keizer. Councilor Clark seconded.

Councilor Clark offered a friendly amendment to remove the medical tax placeholder. Councilor Egli did not accept the amendment.

Councilor Clark moved to amend the ordinance to remove the references to the taxation of medical marijuana. Councilor Koho seconded. Motion failed as follows:

AYES: Koho, Quinn and Clark (3)

NAYS: Christopher, Freeman, Egli and Taylor (4)

ABSTENTIONS: None (0)

ABSENT: None (0)

Vote on original motion: Motion passed as follows:

AYES: Christopher, Egli, Freeman and Taylor (4)

NAYS: Koho, Quinn and Clark (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. ORDINANCE – Amending Ordinance Adopting the Keizer Medical Marijuana Facility Permit Process; Declaring an Emergency; Amending Ordinance No. 2014-702

All Administrative Action items taken out of order.

City Attorney Shannon Johnson reminded Council that when they adopted the facility permit process Chief Teague had suggested tweaking it regarding the background checks required: anyone connected with a marijuana facility could not have any type of felony conviction or (add the following) drug related misdemeanors. The Ordinance to be adopted includes the language “or a conviction of any drug related misdemeanor”.

Councilor Egli moved that the Keizer City Council adopt a Bill for an Ordinance Amending Ordinance Adopting the Keizer Medical Marijuana Facility Permit Process; Declaring an Emergency; Amending Ordinance No. 2014-702. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Marijuana Grow Site Regulations

Mr. Johnson explained that primary focus has been on facilities or dispensaries and possible taxation with the grow site operation just now beginning to be addressed. There is no legislation attached to the staff report. The question is does the Council want to regulate grow sites, and, if so, how? He reviewed options listed in his staff report, explained state administrative rules and pointed out some differences between facilities and grow sites. Community Development Director Nate Brown provided additional clarification and fielded questions regarding zoning. Chief Teague added that the Police Department has an interest in the security of the grow sites and noted that the Beasley grow site adjacent to the high

school causes numerous problems for the agency. It was noted that the State requires grow sites to be registered but only police departments have access to that information.

Councilor Egli announced that he had a conflict of interest because he has a client with a building that has a grow site in Keizer.

Discussion then took place regarding the need for regulation, adjacent entities' regulations, and waiting until Marion County and Salem take action. Mayor Christopher suggested no action be taken pending action by Marion County and Salem so that regulations could be similar making it easier for administrators and law enforcement.

Councilor Clark moved that the Keizer City Council direct staff to regulate grow sites in the same manner as medical marijuana facilities. Motion died for lack of second.

Councilor Clark moved that the Keizer City Council not take any action at this time on the grow site regulation. Councilor Taylor seconded.

Mayor Christopher offered a friendly amendment to direct staff to come back with what Salem and Marion County develop for dispensaries and/or grow sites. Councilors Clark and Taylor accepted the friendly amendment. Motion passed as follows:

AYES: Christopher, Koho, Quinn, Freeman, Taylor and Clark (6)

NAYS: None (0)

ABSTENTIONS: Egli (1)

ABSENT: None (0)

c. ORDER – In the Matter of the Application of Herber Farm LLC for a Comprehensive Plan Map Change, a Zone Change, and a Lot Line Adjustment to Consolidate the Existing Lots into One Large Parcel (Case No. 2014-11)

Mr. Johnson reminded Council that they had directed staff to prepare an order denying the application of Herber Farm LLC for Comprehensive Plan Map Change, Zone Change and Lot Line Adjustment. He directed attention to Exhibit D 'Justification' noting that the actual decision theoretically grants the lot line adjustment because those criteria were not addressed but it was unlikely that it would take place since the Zone and Comp Plan changes were denied by the order.

Mr. Brown reminded Council of the proposal noting that the apartments were three-story, barrack style, high density and unacceptable. He questioned what would be the best development scenario for this property, noted that if the property was developed under the current platting there would be conflicts with individual driveways and that developing the property in the way the neighbors hoped would be an ineffective use of property located on the central transit corridor, on arterials next to city services. He explained that staff scrutinizes proposals and develops appropriate conditions limiting the kind of development that can take place. He added that when development prospects for this property come back in the future, staff will propose mitigations and those should include limiting density, limiting stories, increasing site design

standards such as landscaping, buffering and tree planting, increasing building design standards and establishing a design review process. He urged Council to consider this, voiced concern that the applicant will return with virtually the same kind of application, and reminded Council that if they chose to reconsider this application, staff would certainly propose mitigations.

Discussion followed regarding making this change without the benefit of public input, Council credibility, mitigations, and reviewing options at a work session or informal discussion.

Councilor Egli moved to adopt an Order Denying the Application of Herber Farm LLC for a Comprehensive Plan Map Change From Low Density Residential to Medium and High Density Residential, a Zone Change from Single Family Residential to Medium Density Residential, and a Lot Line Adjustment to Consolidate the Existing Lots into One Large Parcel for an Approximate 7.5 Acre Parcel Located in the 4800 and 4900 Block of Verda Lane, Keizer, Oregon (Case No. 2014-11). Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. ORDINANCE –
Amending
Keizer
Development
Code
Regarding
Section 2.204
Amending
Ordinance 98-
389**

City Attorney Shannon Johnson reminded Council that they had directed staff to prepare this ordinance.

Councilor Egli moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.204 (Non-conforming Uses) Amending Ordinance 98-389. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

- a. RESOLUTION – Authorizing City Manager to Enter Into FullCourt Enterprise Upgrade with Justice Systems, Inc.
- b. RESOLUTION – Authorizing the City Manager to Enter Into First Amendment to Contract Agreement with Leathers and Associates
- c. RESOLUTION – Authorization for Appropriation Transfer for Police Department CRU and Crime Analyst Staff Training
- d. RESOLUTION – Authorizing the City Manager to Sign Intergovernmental Agreement with Marion County for Increased Opportunities through Recreational Project Grant
- e. Approval of September 2, 2014 Regular Session Minutes

Councilor Egli moved to adopt the Consent Calendar. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE

REPORTS

a. Keizer Police Department 25 Year Service Awards

Taken out of order.

Chief John Teague introduced three police department staff members with over 25 years of service: Jeff Kuhns, John Troncoso, and Rita Powers all hired in 1989. He provided additional information about each employee, commending their work and expressing gratitude for their exemplary service.

b. Appointment to Keizer Planning Commission

City Manager, Chris Eppley, reported that following publication of notice of a vacancy on the Planning Commission and acceptance of testimony from the applicant, the Volunteer Coordinating Committee unanimously recommended Garry Whalen to Position #5 on the Keizer Planning Commission.

Councilor Egli moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Garry Whalen to position #5 on the Keizer Planning Commission. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. Appointment to Keizer Budget Committee

City Manager, Chris Eppley, reported that following publication of notice of a vacancy on the Keizer Budget Committee and acceptance of testimony from the applicant, the Volunteer Coordinating Committee unanimously recommended Joseph Gillis to fill position #4.

Councilor Egli moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Joseph Gillis to position #4 on the Keizer Budget Committee. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Appointment to Keizer Points of Interest

City Manager, Chris Eppley, reported that following publication of notice of a vacancy on the Keizer Points of Interest Committee (KPIC) and acceptance of testimony from the applicant, the Volunteer Coordinating

Committee (KPIC)

Committee unanimously recommended Erica Hedberg to fill Position #4. Councilor Egli moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Erica Hedberg to position #4 on the Keizer Points of Interest Committee. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER COMMITTEE REPORTS

Councilor Taylor announced the upcoming Commissioner Breakfast.

Councilor Quinn reported that she had attended the Chamber Board meeting and announced the upcoming Community Build Task Force meeting and the Parks Board Public Hearing to update the Keizer Rapids Park Master Plan. She announced that the roof at the Claggett Creek Park shelter has been replaced and thanked Keizer Rotary for their assistance in the project.

Councilor Egli announced the upcoming Planning Commission meeting.

Councilor Freeman thanked everyone who had attended the Master Plan Update charrette, thanked the Jacobsons for taking care of the filberts behind their back yard, reminded Council candidates of the upcoming West Keizer Neighborhood Association meeting, announced that October 11 is the tentative date for WKNA street cleanup, and reported that she had attended the Marijuana and Youth Forum put on by Marion County.

Councilor Clark announced that she had attended the Volunteer Coordinating Committee meeting and the League of Oregon Cities Annual Conference where she accepted, on behalf of the City, the League of Oregon Cities and City County Insurance Services Gold Safety Award for no injuries for 2013-14. She also attended the Daughters of the American Revolution marker dedication for Anna Marie Pittman at the Heritage Center and Howlapalooza where she judged the pet costume contest.

Councilor Koho announced that he would not be at the October 20 Council meeting.

Mayor Christopher commended the Claggett Creek Parent Teacher Organization Fall Festival which was held to raise money for extra activities like field trips for the school.

OTHER BUSINESS

Chief Teague reported that Keizer Peer Court is a beneficiary of the Buckaroo Ball and the Police Department donated a simulation training as an auction item.

Public Works Director Bill Lawyer provided an update on the Chemawa Road project and announced that the Shoreline Drive project has been

completed except for some minor details.

Nate Brown reported that the States Organization for Boating Access (SOBA) awarded the Keizer Rapids boating facility with the Outstanding Mid-Sized Project Award this year in Little Rock, Arkansas.

**WRITTEN
COMMUNICATION**

None

AGENDA INPUT

October 13, 2014

5:30 p.m. – City Council Work Session - Cancelled

October 20, 2014

7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 9:35 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____