

**Agenda**  
**Ellettsville Town Council**  
**Monday, September 23, 2024**

**6:30 P.M. Call to Order**

**Prayer**

**Pledge of Allegiance**

**Roll Call**

**Approval of the Minutes for the Regular Meeting September 9, 2024**

**Action to pay Accounts Payable Vouchers and Payroll Vouchers**

**Resolutions**

Resolution 30-2024 Transfer of funds & Appropriation from MVH Restricted to Local Road & Bridge Matching Grant

Resolution 31-2024 Additional Appropriation for Local Road & Bridge Matching Grant

Resolution 34-2024 Transfer of funds for Lease Rental Payment to Townhall Lease Rental Payment

**Ordinance on First Reading**

**None**

**Ordinance on Second Reading**

**Adoption Hearing for the 2025 Budget** - Ordinance 2024-20 for Appropriations and Tax Rates

Ordinance 2024-18 Ordinance Adopting a New Ellettsville Personnel Policy and Repealing Chapter 36 of the Ellettsville Town Code as amended

**Old Business**

**Envision Ellettsville Update**

**New Business**

Excess Levy Appeal Petition and Certifications

Firefighter open position

Contract with Wessler Engineering

Request to order 2025 Kenworth Tandem Tri-Axel with Snowplow

Redevelopment Commission Board

Rural Transit

**Privilege of the Floor**

**Supervisors Comments**

**Council Comments**

**At this time, I know of no other business to come before the Council**

**Noelle M. Conyer, Clerk-Treasurer**

## **MEETING NOTICE**

### **Monday September 23, 2024**

The Town Council of the Town of Ellettsville will conduct its regular scheduled meeting on Monday September 23rd at 6:30 p.m., local time.

Topic: Town Council Meeting September 23,2024  
Time: Sep 23, 2024 06:30 PM Indiana (East)

Join Zoom Meeting

<https://us02web.zoom.us/j/88301599934?pwd=qxbxQbTYJXfFklkASObBreHAAbpL16.1>

Meeting ID: 883 0159 9934  
Passcode: 162690

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One tap mobile

+16469313860,,88301599934#,,,,\*162690# US  
+19292056099,,88301599934#,,,,\*162690# US (New York)

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Dial by your location

- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)

Meeting ID: 883 0159 9934  
Passcode: 162690

Agendas and meeting packets can be obtained by submitting an email request to:  
[clerktreasurer@ellettsville.in.us](mailto:clerktreasurer@ellettsville.in.us)

**Resolution 30-2024**  
**Transfer of Funds and Appropriations**

**WHEREAS**, The Town of Ellettsville was awarded a Community Crossings Matching Grant in 2024 for \$135,582.28 for the purpose of infrastructure improvements, and

**WHEREAS**, The Town of Ellettsville is required to provide \$45,194.10 for 25% of the infrastructure improvements, and

**WHEREAS**, the State Legislature instructed the Community Crossings Matching Grant be deposited and expended from a special fund entitled the Local Road and Bridge Matching Grant Fund. A special fund was created with Resolution 24-2016, and

**THEREFORE**, be it resolved that the following transfers are hereby authorized:

**FROM:**

Fund 2203	MVH Restricted	\$	45,194.10
	2203-1-415 Roads and Alleyways		

**TO:**

Fund 2408	Local Road and Bridge Matching Grant	\$	45,194.10
	2408-1-415 Roads and Alleyways		

Adopted this 23rd day of September, 2024

AYE

NAY

Scott Oldham, President

William Ellis, Vice President

\_\_\_\_\_  
Trevor Sager

\_\_\_\_\_  
Pamela Samples

\_\_\_\_\_  
Dan Swafford

ATTEST:

\_\_\_\_\_  
Noelle M. Conyer, Clerk-Treasurer

**RESOLUTION 31-2024  
ADDITIONAL APPROPRIATION**

**Whereas**, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore:

**Section 1** Be it resolved by the Town Council of the Town of Ellettsville, Monroe County that for the expenses of the taxing unit, the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

<b>Fund Name: Local Road and Bridge Matching Grant</b>	<b>Amount Requested</b>
40000 Capital Outlays – 415 Roads and Alleyways	\$180,776.38
	<b>\$180,776.38</b>

Adopted this 23rd day of September, 2024

AYE

NAY

\_\_\_\_\_  
Scott Oldham, President

\_\_\_\_\_  
William Ellis, Vice President

\_\_\_\_\_  
Trevor Sager

\_\_\_\_\_  
Pamela Samples

\_\_\_\_\_  
Dan Swafford

ATTEST:

\_\_\_\_\_  
Noelle M. Conyer, Clerk-Treasurer

**Resolution 34-2024**  
**Transfer of Funds Lease Rental Fund**

**WHEREAS,** The Town of Ellettsville has a surplus in fund 3318-101.01 Lease Rental Payment Fund

**WHEREAS,** The Town of Ellettsville is authorized by IC 5-1-13-2 (C)(3) Surplus bond proceeds or investment earnings may be used by a local issuing body for the following purposes:

**WHEREAS,** To reduce the rate or amount of the ad valorem property taxes, special benefit on property, or tax increment revenues imposed by or allocated to the local issuing body.

**THEREFORE,** be it resolved that the following transfers are hereby authorized:

**FROM:**

Fund 3318	Lease Rental Payment Fund 3318-0-101	\$	34,293.15
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**TO:**

Fund 3321	Town Hall Lease Rental Fund 3321-0-101	\$	34,293.15
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Adopted this 23rd day of September, 2024

AYE

NAY

\_\_\_\_\_  
Scott Oldham, President

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Dan Swafford, Vice President

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\_\_\_\_\_  
Trevor Sager

\_\_\_\_\_

\_\_\_\_\_  
Pamela Samples

\_\_\_\_\_

\_\_\_\_\_  
William Ellis

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Noelle M. Conyer, Clerk-Treasurer

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

Ordinance / Resolution Number: 2024-20

Be it ordained/resolved by the **Ellettsville Town Council** that for the expenses of **ELLETTSVILLE CIVIL TOWN** for the year ending December 31, **2025** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **ELLETTSVILLE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Ellettsville Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Ellettsville Town Council	Town Council	09/23/2024

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$4,446,707	\$2,000,000	0.4549
0180	DEBT SERVICE	\$113,995	\$130,000	0.0296
0254	LOCAL INCOME TAX	\$223,651	\$0	0.0000
0283	LEASE RENTAL PAYMENT	\$262,700	\$245,000	0.0557
0706	LOCAL ROAD & STREET	\$135,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$825,030	\$416,700	0.0948
1191	CUMULATIVE FIRE SPECIAL	\$293,411	\$183,100	0.0416
1301	PARK & RECREATION	\$59,868	\$82,500	0.0188
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$12,841	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$251,000	\$274,900	0.0625
2411	ECONOMIC DEV INCOME TAX CEDIT	\$1,357,700	\$0	0.0000
		<b>\$7,981,903</b>	<b>\$3,332,200</b>	<b>0.7579</b>

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9501	Law Enforcement Continuing Education	\$9,000
9502	Opioid Unrestricted	\$10,793
9503	Opioid Restricted	\$55,353
		<b>\$75,146</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 9/20/2024 10:10:52 AM

Name		Signature
William Ellis	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Pamela Samples	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Dan Swafford, Vice President	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Scot Oldham, President	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	
Trevor Sager	Aye <input type="checkbox"/> Nay <input type="checkbox"/> Abstain <input type="checkbox"/>	

## ATTEST

Name	Title	Signature
Noelle Conyer	Clerk-Treasurer	

## MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve <input type="checkbox"/> Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1      Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31      Yes  No

**ORDINANCE 2024-18 (as Amended)**

**AN ORDINANCE ADOPTING A NEW PERSONNEL POLICY AND REPEALING  
CHAPTER 36 OF THE ELLETTSVILLE TOWN CODE IN ITS ENTIRETY**

WHEREAS, the Ellettsville Town Council has determined that it is in best interests of the Town to adopt an updated personnel policy; and

WHEREAS, an *Employee Handbook* has been drafted and is attached hereto as Exhibit A; and

WHEREAS, the Ellettsville Town Council considered the *Employee Handbook* at its regular meeting on September 9, 2024 and voted to approve the Employee Handbook as the Town's personnel policy.

NOW, THEREFORE, BE IT ORDAINED BY THE ELLETTSVILLE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA:

1. The Employee Handbook, attached hereto as Exhibit A, is hereby approved and adopted as the Town's personnel policy.
2. Chapter 36 of the Ellettsville Town Code is hereby repealed, in its entirety.

The foregoing Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 23<sup>rd</sup> day of September, 2024.

**ELLETTSVILLE TOWN COUNCIL**

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Scott Oldham  
President, Ellettsville Town Council

ATTEST:

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Noelle Conyer, Clerk/Treasurer



# **Full Time Firefighter (24/48) Job Opening**

**Position:** Full-time Firefighter (24 hours on 48 hours off)

**Dates:** Opens: August 23, 2024 at 8am Closes: September 6, 2024 at 4pm

**Applications:** Applications can be picked up at Ellettsville Town Hall 1150 W. Guy McCown Drive, Ellettsville IN 47429

**Current EFD employees Apply for Transfer:** File for Transfer with Administrative Assistant

**Pay Range:** First Class Firefighter, \$64,500 annually.

**Estimated Start Date:** Pending PERF 77 approval

## **General Information**

- At least 18 years of age and not older than 40 years of age at time of appointment
- Valid Indiana Motor Vehicle Driver's License
- High school diploma or equivalent
- Indiana Certifications in Firefighter I, HAZ-MAT Awareness, HAZ-MAT Operations and Emergency Medical Technician with verification from the State of Indiana
- Must meet the eligibility requirements for the 1977 Firefighter's PERF plan
- Must not have any felony convictions and pass a background investigation

Current Town employees may apply for a transfer in accordance with **Section 36.100 C of the Town Code**. This will include volunteer firefighters who also want to apply if they were brought onto the department in accordance with Town Code 36.100 – 36.109. If you have any questions, ask Fire Chief Patton if you are eligible for transfer. The final date for filing for the transfer is **September 6, 2024 at 4pm**. See Administrative Assistant to apply for the transfer. All candidates must be at least 18 years of age and have not surpassed the age of 40 upon the official start of employment date.

Town Code 36.195 with Board of Officers as outlined;

**THE BOARD OF CHIEF OFFICERS.** Shall consist of the Fire Chief, Deputy Fire Chief, and Assistant Chief. Their duties include: (5) The Board of Chief Fire Officers after consulting with the Town Manager shall select the best suited and best qualified applicant for job openings and promotions. A written recommendation stating why an applicant is best qualified for the position shall be submitted to Council; *and* **THE BOARD OF OFFICERS.** Consists of the Fire Chief, Deputy Fire Chief, Assistant Chief, Captain and Lieutenant. Their duties include: (3) the review of employees who may be entitled to promotions, which will be additional pay for an upgrade in class.

**Written testing on September 16th, 2024 at 8am at station 71. If selected, Interview on September 19th, 2024 at 8am at station 71. The written test can cover Firefighter I, HAZMAT Awareness and Operations, and EMT.**

**AGREEMENT  
BETWEEN  
TOWN OF ELLETTSVILLE, INDIANA  
AND  
WESSLER ENGINEERING, INC.  
FOR  
ON-CALL DRINKING WATER PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into by and between the Town of Ellettsville, 1150 West Guy McCown Drive, Ellettsville, IN 47429 (hereinafter named OWNER) and Wessler Engineering, Inc. 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER):

**WITNESSETH THAT:**

WHEREAS, ENGINEER proposes to provide Professional Services to OWNER for the On-Call Drinking Water Professional Services herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of general drinking water on-call services, more particularly described as follows:

General Drinking Water On-Call services of varying nature during the calendar years of 2024 and 2025 which are relatively minor, involve minimal time and effort, may require a timely response, and generally are not covered by or do not warrant separate, specific contracts or allow sufficient time for prior OWNER approval.

WHEREAS, ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this AGREEMENT for the above-described PROJECT; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I**  
**SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. ON-CALL SERVICES

1. General drinking water on-call professional engineering services of varying nature as requested by the OWNER.

**ARTICLE II**  
**COMPENSATION**

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I.A shall be on a time and materials basis in the not-to-exceed amount of \$10,000.00. The total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.
- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

The Professional Services fees contained in this AGREEMENT shall be valid until December 31, 2025.

**ARTICLE III**  
**SCHEDULE**

The ENGINEER and the OWNER will work together to complete tasks as they become available.

**ARTICLE IV**  
**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ENGINEER**  
**WESSLER ENGINEERING, INC.**

**OWNER**  
**TOWN OF ELLETTSVILLE, INDIANA**

\_\_\_\_\_  
Dylan L. Lambermont, P.E.  
President

\_\_\_\_\_  
Mike Farmer  
Town Manager

Attest: \_\_\_\_\_  
Tyler P. Hammerle, P.E.  
Project Manager

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Date: 9/19/2024

Date: \_\_\_\_\_

ADDRESS FOR GIVING NOTICE:  
Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:  
Town of Ellettsville  
1150 West Guy McCown Drive  
Ellettsville, IN 47429

KNM:jmw/Client Site/Ellettsville/Proposals/P#10180/Drinking Water On-Call Svcs

Attachments:           No. 1 – Standard Terms and Conditions  
                              No. 2 – 2024 Hourly Rate and Reimbursable Expense Schedule  
                              No. 3 – E-Verify Affidavit

## ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

### 1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

### 2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

### 3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

### 6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

### 7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### **8. Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **9. General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other’s employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker’s Compensation and Employer’s Liability in amounts in accordance with Engineer’s business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

#### **10. Subconsultants**

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity’s Services.



More than a Project™

ATTACHMENT NO. 2

2024 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$250/\$265
Senior Project Manager I/II	\$220/\$240
Senior Project Engineer I/II	\$220/\$240
Project Manager I/II	\$170/\$185
Assistant Project Manager	\$155
Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Engineer	\$125
Electrical/Control System Senior Project Manager I/II	\$220/\$250
Electrical/Control System Senior Project Engineer I/II	\$220/\$240
Electrical/Control System Project Manager I/II	\$170/\$185
Electrical Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Electrical Engineer	\$125
Control System Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Control System Technician I/II	\$95/\$105
Environmental Services Senior Project Manager I/II	\$165/\$180
Environmental Services Project Manager I/II	\$140/\$150
Environmental Services Assistant Project Manager	\$115
Environmental Scientist I/II/III	\$90/\$100/\$110
Senior CAD Manager I	\$180
CAD Manager I/II	\$140/\$160
GIS Manager I/II	\$130/\$155
Senior Designer I/II	\$130/\$145
Designer	\$115
GIS Technician I/II/III	\$100/\$110/\$120
Technician I/II/III/IV	\$75/\$95/\$105/\$115
Senior Resident Project Representative I/II	\$125/\$135
Resident Project Representative I/II/III/IV	\$75/\$95/\$105/\$115
Senior Field Services Manager	\$155
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$215
Senior Survey Technician	\$165
Survey Manager I/II	\$135/\$145
Survey Crew Chief I/II/III/IV	\$90/\$110/\$120/\$135
Utility Coordinator	\$135
Project Analyst I/II	\$110/\$125
Project Coordinator	\$90
Project Administrator	\$65

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$30.00 per hour
Drone Equipment		\$30.00 per hour
Sewer CCTV Camera		\$50.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 1, 2024



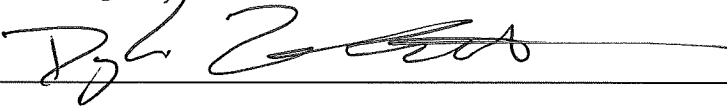
ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Dylan L. Lambermont

(Title): President

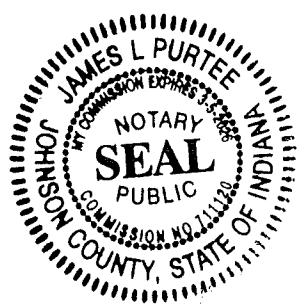
Important – Notary Signature and Seal Required in the Space Below

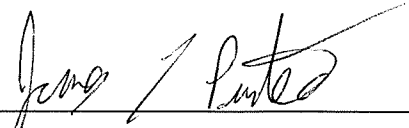
STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 2nd day of January, 2024.



(Signed)   
James L. Purtee

My commission expires March 5, 2026  
Residing in Johnson County, State of Indiana

**AGREEMENT  
BETWEEN  
TOWN OF ELLETTSVILLE, INDIANA  
AND  
WESSLER ENGINEERING, INC.  
FOR  
ON-CALL WASTEWATER PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into by and between the Town of Ellettsville, 1150 West Guy McCown Drive, Ellettsville, IN 47429 (hereinafter named OWNER) and Wessler Engineering, Inc. 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER):

**WITNESSETH THAT:**

WHEREAS, ENGINEER proposes to provide Professional Services to OWNER for the On-Call Wastewater Professional Services herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of general wastewater on-call services, more particularly described as follows:

General Wastewater On-Call services of varying nature during the calendar years of 2024 and 2025 which are relatively minor, involve minimal time and effort, may require a timely response, and generally are not covered by or do not warrant separate, specific contracts or allow sufficient time for prior OWNER approval.

WHEREAS, ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this AGREEMENT for the above-described PROJECT; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I**  
**SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

A. ON-CALL SERVICES

1. General wastewater on-call professional engineering services of varying nature as requested by the OWNER.

**ARTICLE II**  
**COMPENSATION**

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I.A shall be on a time and materials basis in the not-to-exceed amount of \$10,000.00. The total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.
- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee (including reimbursable expenses) or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

The Professional Services fees contained in this AGREEMENT shall be valid until December 31, 2025.

**ARTICLE III**  
**SCHEDULE**

The ENGINEER and the OWNER will work together to complete tasks as they become available.

**ARTICLE IV**  
**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ENGINEER**  
**WESSLER ENGINEERING, INC.**

**OWNER**  
**TOWN OF ELLETTSVILLE, INDIANA**

\_\_\_\_\_  
Dylan L. Lambermont, P.E.  
President

\_\_\_\_\_  
Mike Farmer  
Town Manager

Attest: \_\_\_\_\_  
Tyler P. Hammerle, P.E.  
Project Manager

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Date: 9/19/2024

Date: \_\_\_\_\_

ADDRESS FOR GIVING NOTICE:  
Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:  
Town of Ellettsville  
1150 West Guy McCown Drive  
Ellettsville, IN 47429

KNM:jmw/Client Site/Ellettsville/Proposals/P#10180/Wastewater On-Call Svcs

Attachments:           No. 1 – Standard Terms and Conditions  
                              No. 2 – 2024 Hourly Rate and Reimbursable Expense Schedule  
                              No. 3 – E-Verify Affidavit

## **ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS**

### **1. Basic Agreement**

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

### **2. Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

### **3. Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### **4. Design without Construction Phase Services**

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### **5. Termination**

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

### **6. Owner's Responsibilities**

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

### **7. Dispute Resolution**

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### **8. Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **9. General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer’s total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other’s employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker’s Compensation and Employer’s Liability in amounts in accordance with Engineer’s business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

#### **10. Subconsultants**

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity’s Services.



More than a Project™

ATTACHMENT NO. 2

2024 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer I/II	\$250/\$265
Senior Project Manager I/II	\$220/\$240
Senior Project Engineer I/II	\$220/\$240
Project Manager I/II	\$170/\$185
Assistant Project Manager	\$155
Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Engineer	\$125
Electrical/Control System Senior Project Manager I/II	\$220/\$250
Electrical/Control System Senior Project Engineer I/II	\$220/\$240
Electrical/Control System Project Manager I/II	\$170/\$185
Electrical Project Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Electrical Engineer	\$125
Control System Engineer I/II/III/IV	\$140/\$155/\$170/\$185
Control System Technician I/II	\$95/\$105
Environmental Services Senior Project Manager I/II	\$165/\$180
Environmental Services Project Manager I/II	\$140/\$150
Environmental Services Assistant Project Manager	\$115
Environmental Scientist I/II/III	\$90/\$100/\$110
Senior CAD Manager I	\$180
CAD Manager I/II	\$140/\$160
GIS Manager I/II	\$130/\$155
Senior Designer I/II	\$130/\$145
Designer	\$115
GIS Technician I/II/III	\$100/\$110/\$120
Technician I/II/III/IV	\$75/\$95/\$105/\$115
Senior Resident Project Representative I/II	\$125/\$135
Resident Project Representative I/II/III/IV	\$75/\$95/\$105/\$115
Senior Field Services Manager	\$155
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$215
Senior Survey Technician	\$165
Survey Manager I/II	\$135/\$145
Survey Crew Chief I/II/III/IV	\$90/\$110/\$120/\$135
Utility Coordinator	\$135
Project Analyst I/II	\$110/\$125
Project Coordinator	\$90
Project Administrator	\$65





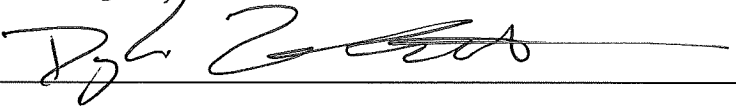
ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Dylan L. Lambermont

(Title): President

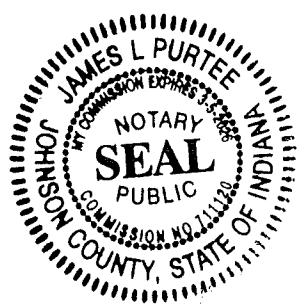
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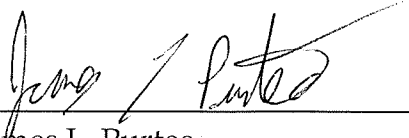
STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 2nd day of January, 2024.



(Signed)   
James L. Purtee

My commission expires March 5, 2026  
Residing in Johnson County, State of Indiana



**PALMER - KENWORTH OF INDIANAPOLIS EAST (I081)**  
 9704 E 30TH STREET  
 INDIANAPOLIS, Indiana 46229

**TOWN OF ELLETTSVILLE**  
 104 S PARK ST  
 ELLETTSVILLE, Indiana 47429  
 United States of America

**Austin Woodrum**  
 Cell Phone: 317-850-6901  
 Office Phone:  
 Email: awoodrum@palmertrucks.com

**KIP HEADDY**  
 Cell Phone: 812-327-1910  
 Email: kheaddy@ellettsville.in.us

## Vehicle Summary

	<b>Unit</b>		<b>Chassis</b>	
Model:	T480 Series Conventional	Fr Axle Load (lbs):		14600
Type:	FULL TRUCK	Rr Axle Load (lbs):		40000
Description 1:	T480 Tandem w Pintle	G.C.W. (lbs):		54600
Description 2:	Clone of Chassis 364366 T480 Series Conventional			
	<b>Application</b>	Road Conditions:		
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)		89
Commodity:	Gravel/Crushed Rock/Sand	Class B (Hwy/Mtn)		10
	<b>Body</b>	Class C (Off-Hwy)		1
Type:	End Dump	Class D (Off-Road)		0
Length (ft):	14	Maximum Grade:		6
Height (ft):	13	Wheelbase (in):		178
Max Laden Weight (lbs):	4000	Overhang (in):		70
		Fr Axle to BOC (in):		69.5
		Cab to Axle (in):		108.5
		Cab to EOF (in):		178.5
No. of Trailer Axles:	0	Overall Comb. Length (in):		288
Type:				
Length (ft):	0			
Height (ft):	0	<b>Special Req.</b>		
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.		
Corner Radius (in):	0			
	<b>Restrictions</b>			
Length (ft):	75			
Width (in):	102			
Height (ft):	13.5			

**Approved by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**



Sales Code	Std/Opt	Description	\$ List	Weight
<b>Model</b>				
0000480	S	<b>T480 Series Conventional</b>	123,353	<b>10,386</b>
0071000	O	<b>T480 Aero Hood</b>	0	<b>0</b>
0080314	O	<b>EPA Clean Idle Label - PACCAR PX Engines</b>	36	<b>0</b>
0090162	O	<b>T480 Tandem</b>	0	<b>0</b>
0098414	O	<b>State of Registry: Indiana</b>	0	<b>0</b>
<b>Engine &amp; Equipment</b>				
0130221	O	<b>PACCAR PX-9 330 330@1750 1000@1200, 2024</b> With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 60....Idle Shtdwn Time N09680 C233 YES...Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	1,571	<b>0</b>
1000046	O	<b>EPA Emissions Warranty Engine</b>	0	<b>0</b>
1000151	S	<b>PremierSpec</b>	0	<b>0</b>
1000244	O	<b>Gearing Analysis: Balance</b> power/economy blend results.	0	<b>0</b>
1000253	O	<b>Customer's Typical Operating Spd: 63 MPH</b>	0	<b>0</b>
1000524		<b>RegistrationYear</b> Year of Registration: 2024	0	<b>0</b>

Price Level: January 1, 2024  
 Deal: T480 Tandem w Pintle  
 Printed On: 9/19/2024 6:05:29 AM

Date: September 19, 2024  
 Quote Number: QUO-1016551-H6X6P6

Sales Code	Std/Opt	Description	\$ List	Weight
1000684	O	<b>Effective VSL Setting NA</b>	0	0
1000858	O	<b>Engine Idle Shutdown Timer Disabled</b>	0	0
1000859	O	<b>Enable EIST Ambient Temp Overrule</b>	0	0
1000891	O	<b>Eff EIST NA Expiration Miles</b> Use only with MX and Cummins engines	0	0
1002060	S	<b>Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.</b>	0	0
1041399	S	<b>Air Cleaner: MD Composite Engine Mounted</b>	0	0
1105231	S	<b>Fan Hub: Horton On/Off for PX-9 or L9N</b>	0	0
1121231	S	<b>Cooling Module: 2.1M MD - Aero Hood</b> 1000 Square Inches	0	0
1160214	O	<b>Bug Screen: Behind Grille</b>	108	2
1247263	O	<b>EXH: Single Can 2024 RH Under with RH</b> Side-of-Cab Vertical Tailpipe	1,104	0
1290124	O	<b>Tailpipe: 5 in. single 24 in. 45 degree curved.</b>	154	6
1321102	S	<b>Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9</b> Fuel/water separator for 2021 and later engines.	0	0
1321200	S	<b>Run Aid:None</b> *For Fuel Filter	0	0
1321305	O	<b>Start Aid:12V Heat</b> *For Fuel Filter	22	1
1504006	O	<b>Block Heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 Engines.</b>	26	2
1816260	S	<b>Alternator: PACCAR 160 amp, Brush Type</b>	0	0
1821210	O	<b>Batteries: 3 PACCAR GP31 Threaded Post (700-730)</b> 2100-2190 CCA dual purpose.	182	62
1836106	S	<b>Mitsubishi 105P55 12V Starter with Cummins and PX</b> PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
1840065	S	<b>12V Low Voltage Disconnect for Battery Protection</b>	0	0
1900996	O	<b>Jump Start Terminals Under Hood.</b>	71	0
<b>Transmission &amp; Clutch</b>				
2011631	O	<b>Transmission: Allison 3500RDS 6-speed, With PTO</b> drive gear. Limited to 1050LBFT. 6th Generation Controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,480	399

Sales Code	Std/Opt	Description	\$ List	Weight
2401405	O	<b>Driveline: 2 Dana Standard-Duty; 1 Centerbearing.</b> *Standard duty is 1710 series.	119	-1
2409941	S	<b>One Heavy-Duty One-Piece Aluminum Crossmember</b> This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	0
2410018	O	<b>Torque Converter Included W/ Allison</b> Transmission.	0	0
2410114	O	<b>Left Hand PTO Access, Right Hand Dip Stick Tube</b> Allison 3000 series only.	42	0
2410153	O	<b>Push Button Shifter Controls, Center Console</b> Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0	0
2410310	O	<b>Allison Neutral at Stop</b>	0	0
2410325	O	<b>Allison Fuel Sense: ARM Base Economy</b>	248	0
2429358	O	<b>Rear Transmission Support Springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	93	0
2429378	O	<b>Customer Installed Transmission PTO in the LH</b> Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
<b>Front Axle &amp; Equipment</b>				
2513031	O	<b>Meritor MFS14 Plus14.6K 3.5in.</b> Drop Standard Track.	575	39
2621310	S	<b>Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.</b>	0	0
2659047	O	<b>Front Dustshield: for Drum Brakes:</b> All Front Axles.	58	6
2690002	S	<b>Front Brake Drums: 14.6K 16.5x5 in. cast.</b>	0	0
2690029	O	<b>Drum Brake Knuckle for Use on Meritor MFS Plus</b> Steer Axle	0	20
2702500	S	<b>Front Hub: Iron Hub Pilot 14,600 lbs.</b> 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0	0
2741970	S	<b>ConMet PreSet Plus Hub Package; Front Axle.</b>	0	0
2750001	S	<b>Hubcap: Front Vented.</b>	0	0
2765001	S	<b>Front Auto Slack Adjuster for Drum Brakes.</b>	0	0
2864072	O	<b>Front Springs: Taperleaf 14.6K W/ Shock Absorbers</b> w/ maintenance-free elastomer spring pin bushings.	0	0
2895091	O	<b>Single Power Steering Gear: 14.6K.</b>	408	20

Sales Code	Std/Opt	Description	\$ List	Weight
2900055	O	5 mm Front Suspension Spacer Block	0	0
2900612	O	Threaded Front Spring Bushings in Place of elastomeric.	62	0
<b>Rear Axle &amp; Equipment</b>				
3124403	O	Dual Dana Spicer DSP41 Rear Axle rated at 40K. (DSP40 w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Tandem rear axles.	9,032	1,991
3200557	O	Rear Axle Ratio - 5.57.	0	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0	0
3392005	O	Dual Rear Brake Drums: Cast. For use with 16.5X7" or 16.5X8.625" brake.	0	0
3407050	O	Dual Rear Hubs: Aluminum Hub Pilot 46K; 11.25" bolt circle. Requires "R" series outer ends.	0	0
3441972	O	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0	0
3465002	O	Tandem Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0	0
3485207	O	Spring Brake: 3030 Long Stroke Dual 30 Square inches travel. For drum brakes. Helps keep brakes in adjustment longer.	102	4
3495226	S	Bendix 4S/4M Anti-Lock Brake System.	0	0
3500037	O	Interaxle Driveline:1 Dana 1710 Series Tandem Rear Axels Only.	466	86
3532130	O	Wheel Differential Lock for Dana Spicer Axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	2,217	37
3573111	O	Separate Switch for Dual Axles: differential lock or crosslock.	15	0
3726416	O	Rear suspension: Tandem Reyco 102 40K 4-spring multileaf. 52 in. axle spacing. Steel crossmembers & gussets. 9.6 in. low mount. Unladen height: 9.6 in. Laden height: 8 in. Not rear air disc brake compatible.	3,459	424
<b>Tires &amp; Wheels</b>				
4080220	O	Front tires: Continental HSR3 12R22.5 16PR	569	66
4280058	O	Rear tires: Continental HDR2+ 11R22.5 16PR	1,496	184
4900008	O	Rear Tire Quantity: 8	0	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	313	70

Sales Code	Std/Opt	Description	\$ List	Weight
5242268	O	<b>Rear Wheel: Accuride 50885 22.5x8.25 steel</b> Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	184	96
5853906	O	<b>Powder Coat White Steel Wheel. Use in Conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0	0
<b>Frame &amp; Equipment</b>				
6054250	S	<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to</b> 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	0	22
6141200	O	<b>Full Steel Insert: for 10-5/8 in. or 10-3/4 in.</b> Steel to 284 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 lb.-in. to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	1,427	563
6309912	O	<b>Delete Bumper: For Use With Provisions for</b> customer-installed Braden winch bumper (2.1m MD) or heavy-duty front frame brackets for customer-installed winch bumper. Requires a bumper setting code.	0	0
6319040	S	<b>40 in. Bumper Setting. Requires a Bumper Code.</b>	0	0
6390077	O	<b>Provisions for Customer-Installed Braden Winch</b> bumper.	1,039	75
6391201	O	<b>Custom Frame Layout: One Chassis</b> CFL A/T: LOCATED INSIDE RAILS 17" BOC CFL A/D: LOCATED RH BOC 17" CLEAR BOC	1,380	0
6397001	O	<b>Huck Bolts Throughout Frame, where Possible.</b>	0	0
6400644	O	<b>Battery Box Cantilever Aluminum BOC with Smooth</b> natural finish aluminum cover.	447	19
6409902	O	<b>Battery Box Location: RH Side.</b>	89	0
6451125	S	<b>DPF/SCR Box Natural End Plates and Natural</b> cover.	0	0
6490139	S	<b>Heavy-Duty One-PC Aluminum Intermediate/ Fill-In</b> crossmember.	0	0
6490433	S	<b>Heavy-Duty 5-Piece Rear Cab Support, Hucked</b> assembly. Huck fastened to frame.	0	0
6497103	O	<b>First - LH Below Rail Only.</b> Clear frame space area. Does not include fasteners or piping. Requires a supplemental length and location code. Sales tool graphics do not	0	0

Sales Code	Std/Opt	Description	\$ List	Weight
		depict interference between requested location and other frame-mounted components. The actual chassis layout will be determined at time of engineering.		
6497210	O	<b>Directly Behind BOC1 Fuel/ Hydraulic Tank or Box.</b> First clear frame space location.	0	0
6497330	O	<b>First - 30 in. Clear Frame Space Length.</b> The impact to other frame-mounted components will be determined at time of engineering.	0	0
6679806	O	<b>Do Not Drive: Bumper is Deleted. Unit may be</b> decked. Transporter review delivery options. Requires code 6309910 or 6309912.	0	0
6679859	O	<b>Final End-of-Frame Cut-Off Dimension Will be</b> modified to 56 in. to 60 in.	0	0
6679911	O	<b>Component Restriction: Do Not Drive- Unit May be</b> decked.	0	0
6710080	O	<b>Two Rams Horn Open Rear Tow Hooks, Not for</b> trailer towing.	122	17
6721102	S	<b>Rear Mudflap Arms: Betts B-25 Standard-Duty,</b> straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	<b>Rear Mudflap Shields: White Plastic Antisail W/</b> Kenworth logo.	0	0
6742009	S	<b>Square End-of-Frame W/O Crossmember; Non-Towing.</b>	0	0
<b>Fuel Tanks &amp; Equip</b>				
7140050	O	<b>50 US Gallon D-Shape Rectangular Aluminum Under</b> fuel tank, replace. With non-slip step.	75	22
7722170	S	<b>Small DEF Tank, 5.5 Gallons.</b>	0	0
7889203	O	<b>DEF to Fuel Fill Ratio 2:1 or Greater.</b>	0	0
7889606	O	<b>DEF Tank Location is LH Under Cab.</b>	0	0
7920050	O	<b>Location: 50 gal fuel tank LH under cab</b>	0	0
<b>Cab &amp; Equipment</b>				
8024311	S	<b>Cab: Stamped Aluminum with Curved Windshield</b> LED markers. Requires separate roof code.	0	0
8090155	O	<b>Hood: Med Aero w/ Chrome Crown</b>	95	0
8108011	S	<b>Cab HVAC - Day Cab and 40 in. Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	O	<b>Kenworth Smartwheel: 18 in. Non-Leather With</b>	116	0



Sales Code	Std/Opt	Description	\$ List	Weight
		Integrated Radio and Cruise Controls.		
8201200	S	<b>Adjustable Telescoping Tilt Steering Column.</b>	0	0
8203060	O	<b>5 Sets of Keys. Replaces Standard 2 Sets of Keys.</b>	34	0
8205135	O	<b>Information for Customer-Installed PTO Muncie</b> 10-bolt.	0	0
8205177	O	<b>Dash Switch:1st Allison-Mounted PTO.</b> Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	167	0
8208496	O	<b>Three Spare Switches: Wired to Power.</b>	66	0
8222409	O	<b>Gauge: DD Virtual Gauge - Air Filter</b> Restriction	0	0
8222413	O	<b>Gauge: DD Virtual Gauge - Manifold</b> Pressure Boost	0	0
8222414	O	<b>Gauge: DD Virtual Gauge - Engine Percent</b> Torque	0	0
8222418	O	<b>Gauge: DD Virtual Gauge - Engine Hours</b> Instrument Cluster	0	0
8222419	O	<b>Gauge: DD Virtual Gauge - Volts</b> Instrument Cluster	0	0
8282024	S	<b>Main Instrument Package: 7" Digital Display</b> Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8330591	S	<b>Interior Trim Package: 2.1M MD Gray Foam</b> Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410122	O	<b>Driver Seat: KW Air Seat HB Vinyl w/ Dual</b> Armrests/Susp Cover	191	0
8450112	O	<b>Rider Seat: KW Battery Box Seat HB Vinyl w/ Dual</b> Armrests	-29	0
8601432	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth</b>	394	0
8698965	O	<b>Speaker Package For Cab: (2) Speakers</b> B-Pillar	51	0
8699933	O	<b>CB Installation Kit: C/I Center Mtd of Header w/</b> Dual Antenna on LH/RH mirrors. One Jumper Harness.	210	2
8700091	O	<b>Ashtray Insert: W/ Cigar Lighter Located in</b> center console. Deletes 1 12V outlet & 1 cupholder.	33	0

Sales Code	Std/Opt	Description	\$ List	Weight
8700196	S	<b>Turn Signal: Self-Cancelling</b>	0	0
8700283	S	<b>LH and RH Trip Ledge Rain Deflectors</b>	0	0
8700601	S	<b>Global Telematics Unit</b>	0	0
8800260	O	<b>Long Grabhandle RH Side Mounted to Side-of-Cab exhaust.</b>	31	2
8800372	O	<b>Grabhandle: LH, Exterior, Side of Cab - Ergonomic</b> Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	119	3
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted</b> Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	<b>Kenworth Daylite Door With Standard LH/RH</b> electric door locks and LH/RH electric window controls.	0	0
8841642	O	<b>Air Horn: Dual Round 26" LH/RH Roof</b> Incl Air Horn Cover	151	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8850842	S	<b>Mirror Shell: Dual Aero In-Mold Black</b>	0	0
8860852	O	<b>Mirror: Dual KW Aero Rear View</b> Motor, heated with Integral CX.	66	0
8871446	S	<b>Rear Cab Stationary Window 19in x 36in</b>	0	0
8879917	O	<b>Two Additional Outboard Windows 19in x 12in</b>	149	10
8890038	O	<b>3.5in x 11.5in Plastic Records Holder:Mounted On</b> Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	52	0
8890101	S	<b>One-Piece Bonded-In Windshield With Curved Glass.</b> Standard.	0	0
8890135	O	<b>Exterior Stainless Steel Sunvisor.</b>	761	11
8890874	O	<b>Kenworth Cab Air Suspension.</b>	133	0
8891011	O	<b>Roof: Raised Profile, Stamped Aluminum w/</b> Additional Head Room & Interior Overhead Storage	160	0
<b>Lights &amp; Instruments</b>				
9010803	S	<b>Headlamps: Single Halogen Complex Reflector w/</b> Turn Indicator, Reflector and DRL. Fender Mtd.	0	0
9022137	S	<b>Marker Lights: Five, Rectangular, LED</b>	0	0
9030054	O	<b>Stop,Turn,Taillight: Trucklite 44 Series 6 LED</b> Red With Two LED Backup Lights. Flange Mounted. Taillights Come On When Fog Lights Are On. With An LED License Plate.	113	0
9058085	O	<b>Switch,Wire,Indicator Light: C/I Flood 1st SW</b> Thru Grommet Under Cab	129	0

Sales Code	Std/Opt	Description	\$ List	Weight
9080206	O	<b>Switch and Wiring:Cust. Installed Beacon Lights</b> With Additional 20ft Jumper Harness Shipped Loose	203	1
9090007	O	<b>Override Switch: For Daytime Running Lamps.</b>	43	0
9090058	O	<b>Switch &amp; Wiring: For Customer-Installed Plow</b> light. Includes circuit breaker.	183	0
9090151	O	<b>Wiring:Cust. Install Trlr Elec. Brake Controller.</b> Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	159	4
9090180	O	<b>Backup Alarm: Tail Light Bracket Mounted Variable</b> self-adjusting 82-102 DBA.	135	0
9090849	O	<b>Polyswitches Replacing Fuses. Switch Will</b> automatically reset after removal of excess load.	43	0
<b>Air Equipment</b>				
9101218	S	<b>Air Dryer: Bendix AD-HF Puraguard Heated</b>	0	0
9108001	S	<b>Moisture Ejection Valve W/ Pull Cable Drain.</b>	0	0
9140020	S	<b>Nylon Air Tubing in Frame &amp; Cab, Excluding Hoses</b> subject to excessive heat or flexing.	0	0
9150170	O	<b>Air Tanks: Aluminum Replacing Steel All Tanks.</b> *Not air tanks on lift axles.	369	-44
<b>Extended Warranty</b>				
9200008	S	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	O	<b>Base Warranty - Standard Service Medium Duty</b> 12 months / Unlimited miles & km	0	0
9212661	O	<b>TruckTech+ RD - 5YR Sub PACCAR PX Engines</b>	799	0
9220001	O	<b>Base Warranty: Emissions</b> 5YR/100K MI - EPA Engine	0	0
<b>Miscellaneous</b>				
9409852	O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0	0
9490206	O	<b>Warning Triangle Reflector Kit: Shipped Loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	58	4

Sales Code	Std/Opt	Description	\$ List	Weight
9490404	O	<b>One 5 lb. Dry Chemical Type Fire Extinguisher</b> mounted outboard of driver seat. Class ABC.	126	11
9490645	O	<b>Zinc Phosphate Frame Rail Paint Processing.</b> Requires frame rail code. Code is for 1 pair of rails.	314	0
9490647	O	<b>Zinc Phosphate Frame Insert Paint Processing.</b> Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	314	0
9491652	S	<b>EMUX Architecture</b>	0	0

### Promotions

#### Paint

9700000	O	<b>Paint Color Number(s).</b>  N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	0
9943004	S	<b>Bumper Unpainted</b>	0	0
9943048	O	<b>Day Cab Bulk Paint</b>	0	0
9943050	S	<b>Day Cab Standard Paint</b>	0	0
9944820	S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0	0
9965510	S	<b>Base Coat/ Clear Coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Special Requirements

- Special Requirement 1 0098025
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

### Order Comments



<b>Total List Price (W/O Freight &amp; Warranty &amp; Surcharges )</b>	\$163,283
<b>Marketing and Service Support Fee</b>	\$1,395
<b>Prepaid Freight</b>	\$3,625
<b>Total Surcharge/Options Not Subject To Discount</b>	\$799
<b>Total Weight (lbs)</b>	14,622

## **Prices and Specifications Subject to Change Without Notice.**

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

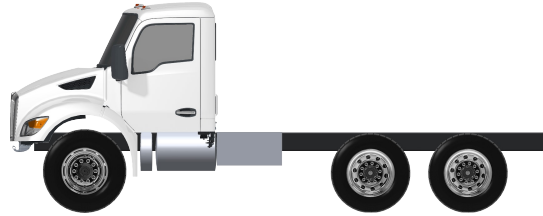


**Shipping Destinations**

**Intermediate Destination:**

Final Destinations	Quantity
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## FRAME RAKE



The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

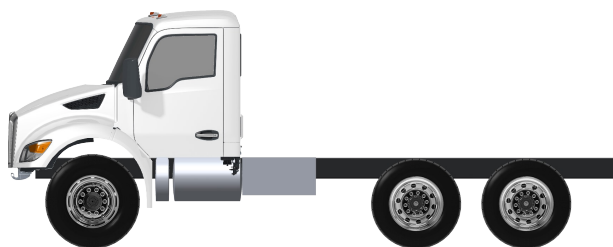
Component	Sales Code	Description	Laden	Unladen
<b>Frame</b>	6054250	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	10.6	10.6
<b>Front Spring</b>	2864072	Front Springs: Taperleaf 14.6K W/ Shock Absorbers	7.7	9.2
<b>Front Axle Drop 3.5"</b>	2513031	Meritor MFS14 Plus14.6K 3.5in.	0.0	0.0
<b>Height Adj.</b>	2900055	5 mm Front Suspension Spacer Block	0.2	0.2
<b>Front Tires</b>	4080220	Front tires: Continental HSR3 12R22.5 16PR	20.2	20.7
<b>Front Frame Height</b>			<b>38.7</b>	<b>40.8</b>
<b>Frame</b>	6054250	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	10.6	10.6
<b>Subframe</b>	0000000	No sub frame	0	0
<b>Suspension</b>	3726416	Rear suspension: Tandem Reyco 102 40K	8.0	9.6
<b>Rear Tires</b>	4280058	Rear tires: Continental HDR2+ 11R22.5 16PR	19.8	20.8
<b>Rear Frame Height</b>			<b>38.4</b>	<b>41.0</b>
<b>Frame Rake</b>			<b>-0.3</b>	<b>0.2</b>
<b>Frame Rake Slope (%)</b>			<b>-0.2</b>	<b>0.1</b>

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

## WEIGHT DISTRIBUTION

Model: T480

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 31 in. from the centerline of the drive axle(s).

Weight (lbs)	Front	Rear	Total
Chassis	7144	7478	14622
Tools/Driver	244	131	375
Fuel & DEF	292	118	411
Max Payload	6919	32273	39192
Auxiliary Payload	0	0	0
Total	14600	40000	54600
Specify Ground Load	14600	40000	

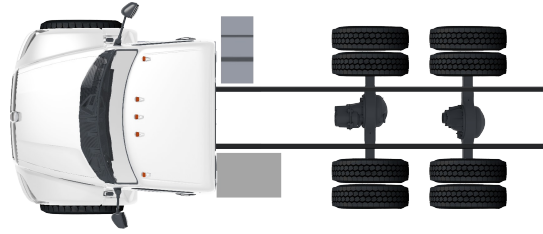
### Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches  
 Selected rearmost setting is 0 inches  
 Wheelbase measurement: 178 inches  
 Overhang measurement: 70 inches



## FRAME LAYOUT



**Note:** Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

### Selected Options (Wheelbase: 178)

Sales Code	Description	Length	Side
7140050	50 US Gallon D-Shape Rectangular Aluminum Under	32.7	Left
6497330	First - 30 in. Clear Frame Space Length.	30	Left
7722170	Small DEF Tank, 5.5 Gallons.	6.6	Left
6400644	Battery Box Cantilever Aluminum BOC with Smooth	18.2	Right



# Palmer Trucks

BUYER'S ORDER

Kenworth of Indianapolis East 9704 E 30th St, Indianapolis, IN 46229 (800) 827-8421

PURCHASER Town of Ellettsville DATE 9/19/2024  
 ADDRESS 104 South Park Street CITY Ellettsville STATE IN ZIP 47429  
 COUNTY Monroe TELEPHONE # (812) 876-8616 CELL # (812) 327-1910  
 DOT # \_\_\_\_\_ E-MAIL kheaddy@ellettsville.in.us  
 STOCK # TBD YEAR 2025 MAKE Kenworth MODEL T-480  
 VIN # T B D DESCRIPTION 2025 KW T480 Plow Truck w Pintle

PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION 2 ON PAGE 2

> 2025 Kenworth T480 Plow Truck w Pintle Hitch Per Quote Number: QUO-1016551-H6X6P6 Printed On: 9/19/2024 6:05:29	\$ 130,646.00
> PPTe 13' Beau-Roc Body Hood Mod and Spreader per Quote 24248	107,955.00
>Floor Plan required to complete the upfit.	4,459.00
>PDI, DOT Inspection, fuel and local delivery	1,800.00
-Priced per Sourcewell. Customer account #198685	

<b>GROSS TRADE ALLOWANCE</b>		FET TIRE CREDIT	0.00
<b>BALANCE OWED</b>		<b>SUB-TOTAL</b>	\$ 244,860.00
<b>NET TRADE ALLOWANCE</b>	0.00	SALES TAX	0.00
<b>TRADE SUBJECT TO REAPPRAISAL AT DELIVERY</b>		FEDERAL EXCISE TAX	0.00
<b>TRADE: YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>TOTAL PRICE</b>
			\$ 244,860.00
VIN			NET TRADE ALLOWANCE
			0.00
LIENHOLDER	PHONE	RECEIPT#	DEPOSIT
			0.00
ADDRESS			CASH AT CLOSE
			0.00
CITY	STATE	ZIP	<b>BALANCE DUE</b>
			\$ 244,860.00

**DISCLAIMER OF WARRANTIES**  
 THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.

This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.

The customer certified is 18 years of age or over and warrants true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above

The undersigned purchaser acknowledges has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.

**THIS TRUCK IS SOLD**

WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY  
 AS IS - WITH ALL FAULTS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.

Purchaser hereby acknowledges the purchase of the truck as is, with all faults knowingly accepted and without any warranties express or implied, other than as indicated above by purchaser initial.  
 Purchaser's Initials \_\_\_\_\_

**ADDITIONAL TERMS ON PAGE 2**

PURCHASER Town of Ellettsville  
 BY \_\_\_\_\_  
 SALESPERSON Austin Woodrum  
 ACCEPTED BY \_\_\_\_\_

**THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER**

1. **NO VERBAL PROMISES** - All terms and conditions of this sale are written and appear on this Buyer's Order and no verbal understanding or promises whatsoever are a part of this agreement.
2. **BINDING AGREEMENT** - This Buyer's Order, pending approval of financing constitutes a firm and binding purchase of the equipment as described on this annexed Buyer's Order. All expenses incurred by seller for Manufacturer price increases and sur-charges, excise, sales, consumption, and occupational taxes not included in the price on the Buyer's Order and at any time determined to be due and payable in respect of said goods will be paid to the seller in addition to the price on the reverse side.
3. **BREACH OF CONTRACT** - Upon the failure of purchaser to complete said purchase for any reason other than that mutually agreed upon and specified in writing on this Buyer's Order, the cash deposit may be retained and liquidated as damages for breach of contract.
4. **RE-APPRAISAL OF TRADE-IN** - The vehicle traded in is to be delivered by the customer to the dealer in substantially the same condition as when it was appraised. If any substantial change in condition has occurred, or more than 30 days has elapsed since the original appraisal, the truck will be reappraised and the agreement changed to the extent of the amount of the difference in appraisal. With trade-in, the purchaser shall deliver to the dealer an assigned certificate of title or other legal and sufficient evidence of ownership.
5. **CHANGES BY MANUFACTURER** - The Manufacturer reserves the right to make changes in the price, model, design or specifications of any ordered truck as may be made necessary for the manufacture of said truck.
6. **DELAYS, ACCIDENTS, STRIKES** - Dealer shall not be liable for delays caused by Manufacturer, accidents, strikes or other cause beyond the control of Dealer.
7. **BINDING ARBITRATION** - Any and all disputes, claims or controversies between the Buyer and Seller pertaining to the motor vehicle sold by this Buyer's Order shall be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator selected pursuant to the agreement of the Buyer and Seller. If the Buyer and Seller cannot agree on a single arbitrator, the arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association and the Indiana Uniform Arbitration Act. **THE ARBITRATION SHALL BE CONDUCTED IN MARION COUNTY, INDIANA.**

**NOTICE: THIS ARBITRATION AGREEMENT REQUIRES THE SELLER AND BUYER(S) TO GIVE UP ANY RIGHTS THEY MAY OTHERWISE POSSESS BY LAW TO HAVE THE MATTERS DESCRIBED IN THE ARBITRATION CLAUSE DECIDED IN A LAWSUIT IN A COURT. ANY PARTY TO THIS CONTRACT WHO REFUSES TO SUBMIT TO ARBITRATION OF THE MATTERS SET OUT IN THE ARBITRATION CLAUSE MAY BE COMPELLED TO ARBITRATE BY A COURT ORDER OBTAINED BY ANY OTHER PARTY TO THE CONTRACT.**

8. **INDIANA LAW WILL APPLY** - The buyer(s) and seller expressly agree that the law of the State of Indiana will apply to the Buyer's Order negotiated and concluded in Indianapolis, Marion County, Indiana. Any action involving any dispute between Buyer(s) and Seller arising out of this Buyer's Order, and which may be brought in a court, shall be brought only in the Circuit or Superior Court of Marion County, Indiana. Buyer(s) waive any right they may have under any state or federal statute or rule of court procedure to have the action to which this clause refers transferred, heard or decided in any other forum.







## ORDINANCE 2024-14

### AN ORDINANCE TO ESTABLISH A REDEVELOPMENT COMMISSION

**BE IT ORDAINED** BY THE TOWN COUNCIL OF ELLETTSVILLE, INDIANA:

Section 1. The following sections are hereby added to Chapter 31 of the Ellettsville Town Code to establish a Department of Redevelopment and a Redevelopment Commission.

When an existing section of the ordinance is being amended, the text of the existing provision will appear in this style type, additions will appear **in this style type**, and deletions will appear ~~in this style type~~.

#### DEPARTMENT OF REDEVELOPMENT; COMMISSION

##### § 31.60 ESTABLISHMENT

- (A) **The Town Council now deems it to be in the best interest of the Town and its citizens to afford a maximum opportunity for rehabilitation, redevelopment or economic development of areas by private enterprise by establishing a department of redevelopment.**
- (B) **The Town Council hereby establishes the Ellettsville Department of Redevelopment of the Town. The Department will be controlled by a board of five members known as the Ellettsville Redevelopment Commission.**
- (C) **Pursuant to the Act, Indiana Code § 36-7-14 et seq., all of the territory within the corporate boundaries of the Town will be a taxing district known as the Redevelopment District of the Town for the purpose of levying and collecting special benefit taxes for redevelopment purposes, as provided by the Act. The Town Council finds and determines that all of the taxable property within this special taxing district will be considered to be benefitted by the redevelopment projects and economic development projects carried out under the Act to the extent of the special taxes levied under the Act.**

##### § 31.61 MEMBERSHIP

- (A) **The five (5) commissioners for the Ellettsville Redevelopment Commission shall be appointed as follows:**
  - (1) **Three (3) citizen members shall be appointed by the Town Council President and shall meet the requirements of § 36-7-14-7.**

**(2) Two (2) shall be appointed by the Town Council from the Town Council membership, neither of whom shall be the Town Council President.**

**(B) The Town Council President shall also appoint an individual to serve as a nonvoting advisor to the Ellettsville Redevelopment Commission who is a member of the school board of a school corporation that includes all or part of the territory served by the Redevelopment Commission or an individual recommended by the school board to the Town Council.**

**(C) No member of the Ellettsville Redevelopment Commission shall be a current member of the Ellettsville Plan Commission or the Ellettsville Board of Zoning Appeals.**

Section 2. This Ordinance shall be in full force and effect after its passage.

This Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 8<sup>th</sup> day of July, 2024.

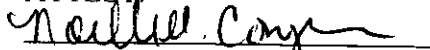
**ELLETTSVILLE TOWN COUNCIL**



\_\_\_\_\_  
Scott Oldham

President, Ellettsville Town Council

ATTEST:

  
\_\_\_\_\_  
Noelle Conyer, Clerk/Treasurer

West's Annotated Indiana Code

Title 36. Local Government (Refs & Annos)

Article 7. Planning and Development

Chapter 14. Redevelopment of Areas Needing Redevelopment Generally; Redevelopment Commissions (Refs & Annos)

IC 36-7-14-7

36-7-14-7 Commissioners; terms of office; vacancies; oaths; bonds; qualifications; reimbursement for expenses; compensation

Effective: July 1, 2017  
Currentness

*Qualifications*

① *Term*

Sec. 7. (a) Each redevelopment commissioner shall serve for one (1) year from the first day of January after the commissioner's appointment and until the commissioner's successor is appointed and has qualified, except that the original commissioners shall serve from the date of their appointment until the first day of January in the second year after their appointment. If a vacancy occurs, a successor shall be appointed in the same manner as the original commissioner, and the successor shall serve for the remainder of the vacated term.

② *Oath*

(b) Each redevelopment commissioner, before beginning the commissioner's duties, shall take and subscribe an oath of office in the usual form, to be endorsed on the certificate of the commissioner's appointment, which shall be promptly filed with the clerk for the unit that the commissioner serves.

③ *Post bond*

(c) Each redevelopment commissioner, before beginning the commissioner's duties, shall execute a bond payable to the state, with surety to be approved by the executive of the unit. The bond must be in the penal sum of fifteen thousand dollars (\$15,000) and must be conditioned on the faithful performance of the duties of the commissioner's office and the accounting for all monies and property that may come into the commissioner's hands or under the commissioner's control. The cost of the bond shall be paid by the special taxing district.

④ *Age / residency*

(d) A redevelopment commissioner must be at least eighteen (18) years of age, and must be a resident of the unit that the commissioner serves.

(e) If a commissioner ceases to be qualified under this section, the commissioner forfeits the commissioner's office.

(f) Except as provided in subsection (g), redevelopment commissioners are not entitled to salaries but are entitled to reimbursement for expenses necessarily incurred in the performance of their duties.

(g) A redevelopment commissioner who does not otherwise hold a lucrative office for the purpose of Article 2, Section 9 of the Indiana Constitution may receive:

⑤ *no per diem for council members*

(1) a salary; or

(2) a per diem;

and is entitled to reimbursement for expenses necessarily incurred in the performance of the redevelopment commissioner's duties.

**Credits**

As added by Acts 1981, P.L.309, SEC.33. Amended by Acts 1981, P.L.310, SEC.84; P.L.10-1997, SEC.35; P.L.2-1998, SEC.84; P.L.127-2017, SEC.203, eff. July 1, 2017.

I.C. 36-7-14-7, IN ST 36-7-14-7

The statutes and Constitution are current with all legislation of the 2024 Second Regular Session of the 123rd General Assembly effective through July 1, 2024. Some statute sections may be more current, see credits for details.

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West's Annotated Indiana Code

Title 36. Local Government (Refs & Annos)

Article 7. Planning and Development

Chapter 14. Redevelopment of Areas Needing Redevelopment Generally; Redevelopment Commissions (Refs & Annos)

IC 36-7-14-6.1

36-7-14-6.1 Commissioners; appointment

Effective: July 1, 2016

Currentness

Sec. 6.1. (a) The five (5) commissioners for a municipal redevelopment commission shall be appointed as follows:

(1) Three (3) shall be appointed by the municipal executive.

(2) Two (2) shall be appointed by the municipal legislative body.

The municipal executive shall also appoint an individual to serve as a nonvoting adviser to the redevelopment commission beginning July 1, 2008.

(b) The commissioners for a county redevelopment commission that has five (5) members shall be appointed as follows:

(1) The county executive shall appoint all the members whose terms of office begin before January 1, 2008.

(2) For terms of office beginning after December 31, 2007, the county executive shall appoint three (3) members, and the county fiscal body shall appoint two (2) members.

The county executive shall also appoint an individual to serve as a nonvoting adviser to the redevelopment commission beginning July 1, 2008.

(c) The commissioners for a county redevelopment commission that has seven (7) members shall be appointed as follows:

(1) The county executive shall appoint all the members whose terms of office begin before January 1, 2008.

(2) For terms of office beginning after December 31, 2007, the county executive shall appoint four (4) members, and the county fiscal body shall appoint three (3) members.

The county executive shall also appoint an individual to serve as a nonvoting adviser to the redevelopment commission beginning July 1, 2008.

(d) A nonvoting adviser appointed under this section:

- (1) must also be a member of the school board of a school corporation that includes all or part of the territory served by the redevelopment commission or an individual recommended by the school board to the entity that appoints the nonvoting adviser;
- (2) is not considered a member of the redevelopment commission for purposes of this chapter but is entitled to attend and participate in the proceedings of all meetings of the redevelopment commission;
- (3) is not entitled to a salary, per diem, or reimbursement of expenses;
- (4) serves for a term of two (2) years and until a successor is appointed; and
- (5) serves at the pleasure of the entity that appointed the nonvoting adviser.

**Credits**

As added by Acts 1981, P.L.310, SEC.83. Amended by P.L.190-2005, SEC.7; P.L.146-2008, SEC.723; P.L.55-2016, SEC.2, eff. July 1, 2016.

I.C. 36-7-14-6.1, IN ST 36-7-14-6.1

The statutes and Constitution are current with all legislation of the 2024 Second Regular Session of the 123rd General Assembly effective through May 1, 2024. Some statute sections may be more current, see credits for details.

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