

# CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

November 28, 2017 – 6:00 P.M. Warrenton City Commission Chambers – 225 South Main Avenue Warrenton, OR 97146

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. <u>COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS</u>
- 5. CONSENT CALENDAR
  - A. City Commission Meeting Minutes 10.24.17
  - B. Monthly Finance Report October 2017

#### 6. PUBLIC COMMENT (AGENDA ITEMS)

At this time, anyone wishing to address the City Commission concerning items on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

### 7. <u>BUSINESS ITEMS</u>

- A. Consideration of Resolution No. 2508; Setting a Public Hearing Date for Clatsop County Street Vacation Petition North Coast Business Park
- B. Consideration of Request of License to Occupy SW Juniper Avenue Right-of-Way; Beckett

- C. Consideration of Change Order #4; SE Ensign Pump Station Rebuild and Force Main Construction Project
- D. Consideration of Contract for Purchase of a Fire Department Water Tender from US Tanker

#### 8. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

### 9. EXECUTIVE SESSION

### 10. ADJOURNMENT

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, Deputy City Recorder, at 503-861-2233 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

5-A

#### **MINUTES**

Warrenton City Commission
Regular Meeting – October 24, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

<u>Commissioners Present:</u> Mayor Henry Balensifer, Tom Dyer, Mark Baldwin and Rick Newton <u>Absent:</u> Pam Ackley

<u>Staff Present:</u> City Manager Linda Engbretson, Finance Director April Clark, Fire Chief Tim Demers, Police Chief Mathew Workman, Interim Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Harbormaster Jane Sweet, and Deputy City Recorder Dawne Shaw

Other Staff Present: Members from the Police Department and Public Works

#### COMMISSIONER COMMENTS

Commissioner Newton stated last Wednesday he represented the City Commission when the Warrenton second graders took their field trip to learn about the City and City government. He noted it was an honor to meet with them. He also noted the Warrenton Warming Center hopes to open November 15<sup>th</sup>, depending on temperature conditions; and he noted they are short on volunteers. He stated he and Mayor Balensifer met with State Representative Bonamici in Cannon Beach, and had an interesting conversation on housing and other problems. He noted an article in the newspaper about the needle exchange program, and stated Alaska has declared an opioid emergency. He briefly explained what Alaska is doing in regards to the crisis, noting we could learn from them. Commissioner Newton noted he sits on the Clatsop County Rental Owner's Association and on November 20<sup>th</sup> Tom Horning will have a class and will talk about what's left after a Cascadian event.

Commissioners Dyer and Baldwin thanked everyone for coming.

Mayor Balensifer stated it was great meeting with Congresswoman Bonamici, where they discussed a lot of different things elected officials are worried about – conveyance, dredging, levee certification, and the rising flood insurance costs which will cause the cost of housing to go up. He noted tsunami readiness was discussed at Mayor's Coffee, and discussed CERT. Mayor Balensifer stated he will be kicking off something new to make city government more accessible, noting that a majority of people are not able to attend the Monday morning coffees. He stated there will be a Town Hall meeting on November 1<sup>st</sup> at 7:00 p.m., in City Hall, and the first topics will be the library and parks. He noted the Town Hall meetings will slowly replace some of the Mayor's Coffee meetings.

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Warrenton City Commission
Regular Meeting – 10.24.17
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City Manager Engbretson asked Commissioner Newton for clarification on volunteering for the Warming Center and Mr. Newton stated to contact him for information. Ms. Engbretson noted Fire Chief Demers is working with Cannon Beach on a grant for placement of the sirens. She asked Public Works Operations Manager Kyle Sharpsteen to give a report on the recent storms.

Mr. Sharpsteen noted the volume of water coming into the treatment plant from the weekend's storms and stated the pump stations had a hard time keeping up but recovered quickly. He noted the Public Works department did a good job, and there was a team out on call all night and all weekend. Brief discussion followed on the need for another pump station downtown and Mr. Sharpsteen noted it would help and will look at it more closely.

City Manager Engbretson gave a brief update on dredging, noting the City has hired a firm to do gather data and feasibility and will do an assessment. Brief discussion followed, and Ms. Engbretson noted she will keep the Commission updated as it moves along.

Mayor Balensifer requested to move agenda item 7A, the Police Officers' Oath of Office before Public Comment, and all were in consensus.

Commissioner Baldwin made the motion to approve the consent calendar as presented. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Baldwin – aye; Balensifer - aye

**BUSINESS** 

Police Chief Workman spoke briefly about the lengthy hiring process for the new Police Officers Christopher Beem and Sheridan Crutcher. He introduced them and gave a brief bio on each, and their wives pinned on their badges. Mayor Balensifer conducted the Oaths of Office.

PUBLIC COMMENT (agenda items) - NONE

Interim Public Works Director Collin Stelzig explained the change order from contractor Gray & Osborne for the Water Meter Replacement Project. He noted the change order is necessary for services to obtain right-of-way permits, and is in the amount of \$4,424.00. Brief discussion followed on the timeline for the project.

Commissioner Dyer made the motion to approve Change Order No. 1, in the amount of \$4,424.00 for Gray & Osborne's administration of the Water Meter Replacement Project. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Baldwin – aye; Balensifer – aye

Interim Public Works Director Collin Stelzig presented a proposal to purchase an F-150 SuperCrew Cab 4x4 pickup for \$33,436.66, from Northside Ford Truck Sales. The new truck will replace a 2004 F250 Super Duty, which will remain in the fleet to be used as an auxiliary vehicle. Mr. Stelzig noted the purchase of this new truck was part of the approved budget.

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Discussion followed on the differences between an F-150 and an F-250, and the Commission noted they would prefer an F-250 if the budget allowed.

Commissioner Newton made the motion to approve the purchase a new Ford pickup, not to exceed the budgeted amount, provided they do research on an F-250. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Baldwin – aye; Balensifer – aye

PUBLIC COMMENT – Debra Miles stated she has two concerns, noting on September 28<sup>th</sup> she was walking her dogs on leash and her dog was attacked by 2 dogs. She stated she did file a police report, however is concerned that if the ticket is paid, nothing else happens. She requested that research is done to see what other communities are doing. She also noted she lives on Juniper and witnessed the tsunami drill from the grade school and is concerned the assembly area is not large enough for the school and the community. Commissioner Newton stated he would address the issue with Tom Horning and will get back to her. Mayor Balensifer noted the tsunami maps are done by Dogami, and the evacuation routes are set up by the state. Brief discussion followed on the evacuation routes.

Tim Bish stated he is a city employee and union steward of the AFSCME Local 2746, representing the city of Warrenton employees. Mr. Bish noted the fellow employees and union members in the audience and outlined their responsibilities/duties. He stated the purpose of them being here is twofold – to show continued devotion to serve the Commissioners, management and the citizens of Warrenton, but noted their duties have increased; he also stated they have been working hard on a new union contract, and asked for the Commission's thoughtful deliberation and a yes vote.

Debbie Booth Schmidt, president of AFSCME Local 2746, stated she was here in support of the Warrenton employees, and noted they are hardworking, dedicated members of the community. She asked for Commission support of the City employees.

There being no further business Mayor Balensifer adjourned the regular meeting at 6:46 p.m. and announced an executive session under the authority of ORS 192.660 (2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations. He stated the Commission is not expected to return to regular session to take action on any item considered in the executive session.

	APPROVED:
ATTEST:	Henry Balensifer, Mayor
Dawne Shaw, Deputy City Recorder	

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## CITY OF WARRENTON

FINANCE DEPARTMENT



Volume 11, Issue 4

# Monthly Finance Report October 2017

November 28, 2017

#### **Economic Indicators**

Current 1 year ago

<b>♦</b>	Interest Rates:		
	LGIP:	1.45%	1.03%
	Columbia Bank:	n/a	.05%
<b>♦</b>	Prime Rate:	4.25%	3.50%
<b>♦</b>	CPI-U change:	2.0%	1.6%
<b>♦</b>	Unemployment Rate	es:	
	Clatsop County:	4.4%.	4.7%
	Oregon:	4.3%.	4.7%
	U.S.:	4.1%	4.8%

#### **Department Statistics**

Utility Bills mailed

<b>♦</b>	New Service Connections	1
<b>\</b>	Reminder Letters	434
<b>♦</b>	Door Hangers	86
•	Water Service Discontinued	13
<b>*</b>	Walk-in counter payments	731
<b>*</b>	Mail payments	1,302
<b>♦</b>	Auto Pay Customers/pymts	559
<b>♦</b>	Online (Web) payments	556
<b>•</b>	Phone payments	126

#### **Current and Pending Projects**

♦ MD&A/Audit

3,312

- ♦ SDC Annual Report
- ♦ Landfill Financial Assurance Report
- ♦ Warrenton Urban Renewal Agency Annual Report

### Financial Narrative as of October 31, 2017

**Note:** Revenues and expenses should track at 4/12 or 33.3% of the budget.

General Fund: Year to date revenues amount to \$1,116,765, which is 28.9% of the budget, compared to the prior year amount of \$1,054,697, which was 28.8% of the budget and are up by \$62,068. Increases are shown in franchise fees, transient room tax, state revenue sharing, police charges, leases, interest and miscellaneous.

Expenses year to date amount to \$1,344,965, which is 30.8% of the budget, compared to the prior year amount of \$1,314,749, which was 31.6% of the budget. All departments are tracking at or under budget except the Admin/Comm/Fin department which has large expenditures at the beginning of the year. A transfer of \$50,000 was made to the Police Vehicle Replacement Fund this month.

**WBA:** Business license revenue amounts to \$48,770 compared to \$46,395 last year at this time, a difference of \$2,375.

**Building Department:** Permit revenues this month amount to \$33,154 and \$117,780 year to date, which is 67.5% of the budgeted amount. Last year to date permit revenue was \$53,580.

State Tax Street: State gas taxes received this month amount to \$29,372 for

fuel sold in September and \$83,405 year to

date. City gas taxes received this month amount to \$37,817 for fuel sold in August and are \$72,353 year to date.

Warrenton Marina: Total revenues to date are \$392,506, 73.8% of the budgeted amount, compared to the prior year amount of \$389,090 and was 79.6% of the budgeted amount. There is \$46,562 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$271,891, 94.5% of the budgeted amount, compared to the prior year amount of \$254,925 and was 93.8% of the budgeted amount. There is \$6,762 in moorage receivables outstanding.

Of the total outstanding receivables \$39,661 is over 90 days old.

Water Fund: Utility fees charged this month are \$144,608 and \$87,673 and \$696,490 and \$619,779 year to date, for in-city and out-city respectively and totals \$1,316,269 and is 47.3% of the budget. Last year at this time year to date fees were \$611,466 and \$542,311, for in-city and out-city, respectively, and totaled 1,153,777.

Sewer Fund: Utility fees charged this month are \$175,926 and \$735,149 year to date, which is 36.3% of the budget. Last year at this time year to date fees were \$677,006.

Shoreline Sanitary Fees year to date are

\$40,246. Septage revenue year to date is \$119,686 and is 38% of the budget. Total revenues year to date are \$1,316,889 compared to \$861,793 at this time last year. Revenues include loan proceeds received this year for the Core Conveyance Project.

**Storm Sewer:** Utility Fees (20% of sewer fees) this month are \$35,193 and \$147,033 year to date and is 36.3% of the budget. Last year to date revenues were \$135,361 which was 35.9% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$75,727 and \$15,204, and \$312,762 and \$60,710, year to date, and are 35.1% and 32.9% of the budget, respectively.

Community Center: Rental revenue to date is \$5,500 and represents 44% of the budget. Total expenses are \$6,275 and total revenues are \$5,754 for a decrease to fund balance of \$521.

Library: Total revenues received to date are \$6,365. These revenues were from prior year taxes, fines, book sales, interest, miscellaneous and donations. Total expenditures year to date are \$32,624, a decrease in fund balance of \$26,259. Current year property taxes will begin coming in next month.

### Financial data as of October 2017

Current   Year   Month   to Date   Budget   B		General Fund							
Plus: Revenues   \$27,615   \$1,116,765   \$3,864,488   \$28.90   \$(see details of revenue, page 4)		Current	Year		% of				
Plus: Revenues   527,615   1,116,765   3,864,488   28.90   (see details of revenue, page 4)		Month	to Date	Budget	Budget				
Less: Expenditures   Municipal Court   8,671   37,489   131,566   28.49   Admin/Comm/Fin(ACF)   75,216   438,684   1,094,696   40.07   Planning   11,156   50,757   185,068   27.43   Police   141,038   522,328   1,823,175   28.65   Fire   46,356   208,962   852,775   24.50   Parks   8,150   36,745   163,825   22.43   Transfers   -	Beginning Fund Balance	840,814	1,306,042	790,000	165.32				
Municipal Court   Admin/Comm/Fin(ACF)   75,216   438,684   1,094,696   40,007	Plus: Revenues	527,615	1,116,765	3,864,488	28.90	(see details o	f revenue, page	e 4)	
Admin/Comm/Fin(ACF)   75,216   438,684   1,094,696   40.07	Less: Expenditures								
Planning	Municipal Court	8,671	37,489	131,566	28.49				
Police	Admin/Comm/Fin(ACF)	75,216	438,684	1,094,696	40.07				
Fire Parks         46,356 Parks         208,962 B52,775 B163,825 B175 B24.50         24.50 B175 B175 B175 B175 B175 B175 B175 B175	Planning	11,156	50,757	185,068	27.43				
Parks   Transfers   -	Police	141,038	522,328	1,823,175	28.65				
Transfers         -         50,000         120,949         41.34 day         30.76           Ending Fund Balance         1,077,842         1,077,842         282,434         381.63         381.63           Ending Fund Balance         1,077,842         1,077,842         282,434         381.63         282,434         381.63           Beginning Fund Balance         Current Month         Year Vear Month         Wo of Budget Budget Month         Wo of Worth         Wo Date Budget Budget Day         80,920         103,694         108,000         96.01         304,557         293,156         270,000         108.58           Plus: Revenues         589         49,347         48,850         101.02         33,714         118,780         174,814         67.95           Less: Expenditures         2,594         68,126         151,206         45.06         12,643         86,308         249,563         34.58           Ending Fund Balance         84,915         5,644         1,504.52         325,628         325,628         195,251         166.77           Beginning Fund Balance         1,375,643         1,384,545         1,000,000         138.45         437,617         188,461         190,000         99.19	Fire	46,356	208,962	852,775	24.50				
Total Expenditures   290,587   1,344,965   4,372,054   30.76	Parks	8,150	36,745	163,825	22.43				
Ending Fund Balance	Transfers	-	50,000	120,949	41.34				
Beginning Fund Balance   State Tax Street   State Tax Street   Warrenton Month   Vear Month	Total Expenditures	290,587	1,344,965	4,372,054	30.76				
Current   Year   Month   to Date   Budget   Budget   Month   to Date   Budget   Budget   Budget   Month   to Date   Budget   Bu	Ending Fund Balance	1,077,842	1,077,842	282,434	381.63				
Current   Year   Month   to Date   Budget   Budget   Month   to Date   Budget   Budget   Budget   Month   to Date   Budget   Bu		WRA			31 (31)	Building Department			
Month   to Date   Budget   Budget   Month   to Date   Budget   B		Current			% of	Current		<del>                                      </del>	% of
Beginning Fund Balance   86,920   103,694   108,000   96.01   304,557   293,156   270,000   108.58     Plus: Revenues   589   49,347   48,850   101.02   33,714   118,780   174,814   67.95     Less: Expenditures   2,594   68,126   151,206   45.06   12,643   86,308   249,563   34.58     Ending Fund Balance   84,915   84,915   5,644   1,504.52   325,628   325,628   195,251   166.77     Fund Balance   1,375,643   1,384,545   1,000,000   138.45   437,617   188,461   190,000   99.19     Plus: Revenues   69,264   162,615   638,132   25.48   15,253   392,506   532,175   73.76     Less: Expenditures   26,392   128,645   1,445,923   8.90   37,458   165,555   630,947   26.24				Budget				Budget	
Less: Expenditures         2,594         68,126         151,206         45.06         12,643         86,308         249,563         34.58           Ending Fund Balance         84,915         84,915         5,644         1,504.52         325,628         325,628         195,251         166.77           Beginning Fund Balance         Year         % of Month         Warrenton Marina         Current Year         % of Month         Worrenton Marina           Beginning Fund Balance         1,375,643         1,384,545         1,000,000         138.45         437,617         188,461         190,000         99.19           Plus: Revenues         69,264         162,615         638,132         25.48         15,253         392,506         532,175         73.76           Less: Expenditures         26,392         128,645         1,445,923         8.90         37,458         165,555         630,947         26.24	Beginning Fund Balance	86,920	103,694			304,557	293,156	270,000	
Ending Fund Balance 84,915 84,915 5,644 1,504.52 325,628 325,628 195,251 166.77    State Tax Street	Plus: Revenues	589	49,347	48,850	101.02	33,714	118,780	174,814	67.95
State Tax Street   Warrenton Marina	Less: Expenditures	2,594	68,126	151,206	45.06	12,643	86,308	249,563	34.58
Current Month         Year to Date Month         W of Budget Budget         Current Month to Date Budget         Year Month to Date Budget         W of Budget Month to Date Budget         Wonth to Date Budget         Budget Budget           Plus: Revenues         69,264         162,615         638,132         25.48         15,253         392,506         532,175         73.76           Less: Expenditures         26,392         128,645         1,445,923         8.90         37,458         165,555         630,947         26.24	Ending Fund Balance	84,915	84,915	5,644	1,504.52	325,628	325,628	195,251	166.77
Current Month         Year to Date Month         W of Budget Budget         Current Month to Date Budget         Year Month to Date Budget         W of Budget Month to Date Budget         Wonth to Date Budget         Budget Budget           Plus: Revenues         69,264         162,615         638,132         25.48         15,253         392,506         532,175         73.76           Less: Expenditures         26,392         128,645         1,445,923         8.90         37,458         165,555         630,947         26.24			04-4-7-	C4 4			101		
Month         to Date         Budget         Budget         Month         to Date         Budget         Budget           Beginning Fund Balance         1,375,643         1,384,545         1,000,000         138.45         437,617         188,461         190,000         99.19           Plus: Revenues         69,264         162,615         638,132         25.48         15,253         392,506         532,175         73.76           Less: Expenditures         26,392         128,645         1,445,923         8.90         37,458         165,555         630,947         26.24		Current		x Sueet	0/- of	Current		ii iviaiiiia	0/- of
Beginning Fund Balance       1,375,643       1,384,545       1,000,000       138.45       437,617       188,461       190,000       99.19         Plus: Revenues       69,264       162,615       638,132       25.48       15,253       392,506       532,175       73.76         Less: Expenditures       26,392       128,645       1,445,923       8.90       37,458       165,555       630,947       26.24				Dudgot				Budget	
Plus: Revenues 69,264 162,615 638,132 25.48 15,253 392,506 532,175 73.76  Less: Expenditures 26,392 128,645 1,445,923 8.90 37,458 165,555 630,947 26.24	Reginning Fund Dalance						-		-
Less: Expenditures 26,392 128,645 1,445,923 8.90 37,458 165,555 630,947 26.24	beginning rund balance	1,070,043	1,304,343	1,000,000	100.40	401,011	100,401	190,000	שו.שש
	Plus: Revenues	69,264	162,615	638,132	25.48	15,253	392,506	532,175	73.76
Ending Fund Balance         1,418,515         1,418,515         192,209         738.01         415,412         415,412         91,228         455.36	Less: Expenditures	26,392	128,645	1,445,923	8.90	37,458	165,555	630,947	26.24
	Ending Fund Balance	1,418,515	1,418,515	192,209	738.01	415,412	415,412	91,228	455.36

### Financial data as of October 2017, continued

Financial data as of October 2017, continued								
	Hammond Marina					Water	Fund	
	Current	Year		% of	Current	Year		% of
	Month	to Date	Budget	Budget	Month	to Date	Budget	Budget
Beginning Fund Balance	291,462	140,032	140,000	100.02	2,457,354	1,841,311	1,000,000	184.13
Plus: Revenues	8,632	271,891	287,801	94.47	244,992	1,379,970	5,652,800	24.41
Less: Expenditures	31,275	143,104	408,324	35.05	173,493	692,428	6,033,428	11.48
Ending Fund Balance	268,819	268,819	19,477	1,380.19	2,528,853	2,528,853	619,372	408.29
		Sewe	r Fund			Storm S	Sewer	
	Current	Year		% of	Current	Year		% of
	Month	to Date	Budget	Budget	Month	to Date	Budget	Budget
Beginning Fund Balance	1,972,038	1,664,745	1,500,000	110.98	377,148	330,759	290,000	114.05
Plus: Revenues	225,977	1,316,889	3,079,128	42.77	36,038	148,716	406,000	36.63
Less: Expenditures	106,505	890,124	3,418,202	26.04	10,637	76,926	539,327	14.26
Ending Fund Balance	2,091,510	2,091,510	1,160,926	180.16	402,549	402,549	156,673	256.94
		Sanitati	on Fund			Communit	y Center	
	Current	Year		% of	Current	Year		% of
	Month	to Date	Budget	Budget	Month	to Date	Budget	Budget
Beginning Fund Balance	408,779	371,081	320,000	115.96	10,562	10,436	7,800	133.79
Plus: Revenues	93,049	377,306	1,077,000	35.03	773	5,754	15,830	36.35
Less: Expenditures	100,983	347,542	1,218,610	28.52	1,420	6,275	22,550	27.83
Ending Fund Balance	400,845	400,845	178,390	224.70	9,915	9,915	1,080	-
	Library				Warı	renton Urban I Capital Proj	Renewal Agen	icy
	Current	Year	151.7	% of	Current	Year	o sto i dilu	% of
	Month	to Date	Budget	Budget	Month	to Date	Budget	Budget
Beginning Fund Balance	21,914	41,731	39,000	107.00	323,838	405,798	266,299	152.38
Diver Devenues	612	6,365	86,793	7.33	369	1,837	1,922,122	0.10
Plus: Revenues	012	0,000	,					
Less: Expenditures	7,054	32,624	90,599	36.01	3,512	86,940	2,188,421	3.97

### Financial data as of October 2017, continued

Actual as

	(\$	3) Cash Balances as of C	October, 2017		
General Fund	1,256,543	Warrenton Marina	374,043	Storm Sewer	353,242
WBA	84,135	Hammond Marina	266,513	Sanitation Fund	281,224
<b>Building Department</b>	327,675	Water Fund	1,512,417	Community Center	11,179
State Tax Street	1,422,449	Sewer Fund	1,734,255	Library	16,721

#### Warrenton Urban Renewal Agency

Capital Projects 323,932
Debt Service 993,940

General Fund	Collection	2017-2018	a % of Current	Collections Year to		(over) under
Revenues	Frequency	Budget	Budget	October 2017	October 2016	budget
Property taxes-current	AP	904,940	0.00	-	39,488	904,940
Property taxes-prior	AP	35,000	24.64	8,624	10,810	26,376
County land sales	Α	-	0.00	-	-	-
Franchise fees	MAQ	543,000	22.37	121,466	103,583	421,534
COW - franchise fees	M	136,414	38.33	52,287	47,552	84,127
Transient room tax	Q	508,402	52.99	269,378	248,950	239,024
Liquor licenses	Α	650	19.23	125	25	525
State revenue sharing	MQ	130,267	23.96	31,208	13,788	99,059
Municipal court	M	119,400	27.12	32,382	32,898	87,018
Community development fees	1	35,000	25.91	9,069	10,063	25,931
Police charges	1	8,750	490.19	42,892	2,436	(34,142)
Fire charges	SM	95,240	0.00	-	-	95,240
Park charges	1.	-	0.00	125	250	
Miscellaneous	1	1,200	957.17	11,486	9,258	(10,286)
Interest	M	10,000	35.20	3,520	2,536	6,480
Lease receipts	M	209,529	33.36	69,890	69,802	139,639
Sub-total		2,737,792	23.83	652,452	591,439	2,085,340
Transfers from other funds	1	32,000	80.09	25,629	-	6,371
Overhead	M	1,094,696	40.07	438,684	463,258	656,012
Total revenues		3,864,488	28.90	1,116,765	1,054,697	2,747,723

M - monthly S - semi-annual Q - quarterly I - intermittently

SM - Semi-annual in November then monthly MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

AP - As paid by taxpayer beginning in November R - renewals due in July and new licenses intermittently

MAQ - Century Link & NW Nat-quarterly, Charter annually in March, A - annual

all others monthly

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



# AGENDA MEMORANDUM

TO:

The Warrenton City Commission

FROM:

Skip Urling, Community Development Director

DATE:

For the Agenda of November 28, 2017

SUBJ:

Clatsop County Street Vacation Petition—Setting a Public

Hearing

Clatsop County has submitted a petition to the City to vacate several unimproved streets within North Coast Business Park area east of Costco. Please see the attached petition package for the street locations.

Oregon Revised Statute 271.100 places the responsibility for setting a public hearing date on the petition on the City Commission unless the Commission finds reason to deny it in whole or in part. Staff finds the petition complete and in order and that vacating the subject streets will ultimately facilitate the County's efforts to develop the business park. We recommend the Commission approve Resolution No. 2508.

### RECOMMENDATION/SUGGESTED MOTION

I move to adopt Resolution No. 2508 setting a public hearing for January 8, 2018 to consider a petition from Clatsop County to vacate several unimproved streets in the North Coast Business Park.

### **ALTERNATIVE**

None recommended. The Commission at its discretion may determine there is good reason to deny the petition and not proceed with the hearing.

### FISCAL IMPACT

None. The underlying fee title of the streets is with the County so no additional real property would be added to the tax rolls. The petitioner is paying for the vacation.

Approved by City Managers

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

### Attachments

Resolution No. 2508 Clatsop County Vacation Petition Package

#### RESOLUTION NO.

### Introduced by All Commissioner

SETTING A PUBLIC HEARING DATE OF JANUARY 9, 2018, TO CONSIDER STREET VACATION PETITION NO. 151, THE VACATION OF ALL OR PORTIONS OF REMAINING IN THE PLATS OF WARRENTON PARK AND PORTSMOUTH ADDITION TO WARRENTON, IN WARRENTON, OREGON

WHEREAS, Clatsop County has petitioned the Warrenton City Commission to vacate all or portions of the remainder unimproved streets in the plats of Warrenton Park and Pourtsmouth Addition to Warrenton; and

**WHEREAS**, the Warrenton City Commission found no reason why the petition should not be allowed in whole or in part;

**BE IT RESOLVED** that a public hearing on said petition is hereby set for January 9, 2018, at the hour of 6:00 p.m. at Warrenton City Hall, 225 S. Main Avenue, Warrenton, Oregon.

**BE IT FURTHER RESOLVED** that the Community Development Director provide notice of the public hearing as required by Oregon State Statutes regarding the proposed vacation petition.

**PASSED** by the City Commission of the City of Warrenton, Oregon, and this 28<sup>th</sup> day of November, 2017.

This Resolution takes effect immediately upon its passage.

	APPROVED	
ATTEST	Henry A. Balensifer III, Mayor	
Dawne Shaw, Deputy City Recorder		

#### RIGHT OF WAY VACATION

Street Vacation Check List

DISCLAIMER: Completion of this application does not constitute approval of the street vacation. The ultimate decision will be made by the Warrenton City Commission.

TO HOL	racintate the street vacation process, you must complete the steps below in the order presented.
<b>a</b>	I have read the "Vacating A Street" brochure.
STB. 1/07 0W/	I have called and spoken to <u>ZJZEFA</u> YSTAD at Clatsop County's Cartography Department (503/325-8522) to see who will own the right-of-way area after the vacation is completed. (In most cases the vacated area is split down the middle and reverts back to the adjacent property owner.) Please list who receives property: <u>STNEE ALL OF THE EFTS ABE ENTIFIED WITHIN THE COUNTY-OWNED</u> 3TH COAST BUSINESS PARTS CLATSOP COUNTY WILL ALL OF THE ABEA AFTER THE WACATTON.
<b>V</b>	I have talked with all owners of the properties that abut all sides and corners of the portion of right-of-way to be vacated and they will support the vacation request (objecting property owners will complicate or stop the process).
	I have contacted private utilities to determine if the companies will support the vacation, with or without special conditions. To ensure that you have a complete understanding of affected utilities, a utility locate should be requested by calling: 800/332-2344.
	TO CONFIRM:  completed all of the above // / / / / / / Date  Date

After you have done all of the above and it appears that a right-of-way vacation may

**be feasible**, a written right-of-way vacation petition (attached) and a Six Hundred Dollar (\$600.00) application fee is required. If multiple streets are involved, or it affects multiple lots, a land use review by the Planning Department and Planning Commission is required. The petition fee is Eight Hundred Dollars (\$800) when it's required to go before the Planning Commission.

Upon receipt of this checklist, the petition, the required fee and all necessary signatures, (see ORS 271.080 – attached), the City Recorder shall review the petition. If petition is deemed incomplete, it will be returned to the petitioner for additional signatures or other required information. If required percentages of consent is confirmed, the matter will be placed on the City Commission's Agenda to consider setting a public hearing or referred to the Planning Commission, if required. Please allow four weeks for the review of the petition.

Street Vacation Check List

### Page Two (2)

Send the petition along with the petition fee in the form of a check made out to the City of Warrenton and a signed copy of this checklist to:

Mail Form To:
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146

Deliver Form in Person To: City Recorder City of Warrenton 225 S. Main Street Warrenton, OR 97146

If you have additional questions about the street vacation process, please contact Linda Engbretson, at 503/861-0823 or at <a href="mailto:cityrecorder@ci.warrenton.or.us">cityrecorder@ci.warrenton.or.us</a>.

or

### STREET VACATION PETITION City of Warrenton

Fee: \$600.00

<u>Petitioner</u>	Petitioner's Representative
Name:  CLATSOP COUNTY  Mailing Address: 1100 OLNEY AVENUE ASTORIA, OB 97103	Name: MICHAEL SUMMERS (PABLIC WORKS DIRECTOR) Mailing Address: 1100 OLNEY AVENUE ASTORIA, OR 97103
Phone Number: 503-325-8631	Phone Number: 503-325-8631
Email Address:	Email Address:
MSUMMERS @CO. CLI	9TSOP. OB, OS
3	
1. A description of the right-of-way area to be vaca area. A survey or professionally developed legal	ated. (Don't forget to include a map highlighting the description is required).

SEE ATTACHED LEGAL DESCRIPTION AND ACCOMPANYING MAPS.

2. Reason for the Vacation Request. (Advise if any buildings/structures will be in the area to be vacated).

SEE ATTACHED PAGE.

Note: If additional room is necessary, please attach extra pages.

- 3. Required affidavits.
  - a. 100% of abutting property owners.
  - b. Two-thirds in area of real property affected by proposal. Refer to ORS Chapter 271 (attached).
  - c. List of all abutting and affected property owners, mailing addresses, and corresponding square footage of property owned.

Petitioner Petitioner

9/18/2017 Date

Return To:

City of Warrenton

P.O. Box 250

225 S. Main Street

Warrenton, OR 97146

For Questions – Contact:

Linda Engbretson, City Recorder

Phone: 503/861-0823

Email: cityrecorder@ci.warrenton.or.us

## <u>AFFIDAVIT</u>

STATE OF OREGON ) COUNTY OF CLATSOP )	•
CLATSOF COUNTY	
being the owners of the following real property: Pa	BCE15 1,2+3
OF PARTITION PLAT 20	16-005, CLATSOF
COUNTY PLAT BECORDS.	
as a basis of the petition from CLATSOP C	OUNTY
BEPRESENTING 100% OF	9DSQINING OWNERS,
do hereby consent to the vacation of a portion of	BBENTON PABK
AND POBTSMOUTH ADDITION	TO WABBENTON
as described: $-SEE$ ATTACHED 2	EVAL DESPRIPTION
	2021 27 7 10N
	. •
	·
111.1 (1)	alial-
Signature: Muhau Jhumus	Date: 4/18/2017
Signature:	Date:
On this 8th day of September, 20 7, pers	onally appeared before me, a
notary public in and for the State of Oregon, the within	named
Michael J. Summer acknowledged the	ne following instrument to be 115
voluntary act and deed.	
Notary Public for O	regon
OFFICIAL STAMP THERESA DURSSE My commission exp	pires: 61019
NOTARY PUBLIC-OREGON COMMISSION NO. 939717 MY COMMISSION EXPIRES JUNE 10, 2019	June 10, 2019

#### Warrenton Park and Portsmouth Addition to Warrenton Vacation Request

### Reason for Vacation Request:

The streets requested to be vacated are within the boundaries of Clatsop County's North Coast Business Park. The NCBP was partitioned in 2006 on partition plat 2006-033. By action of the law, that partition plat eliminated the Warrenton Park and Portsmouth Addition lots and blocks with its boundaries, but also per law, could not eliminate public streets. Therefore, the streets remain within the boundaries of the NCBP. It is unlikely the streets were ever built, and since the area was cleared for a potential aluminum plat in the 1960's no physical roads exist on them. Clatsop County desires the streets to be vacated, as they are not in a practical location and prevent proper development of the North Coast Business Park.

## **AFFIDAVIT**

STATE OF OREGON

COUNTY OF CLATSOP )
North Coast Retail, LLC
being the owners of the following real property: North Coast Retail
Lof 3
as a basis of the petition from Clatsop County representing
100% of adjourning owners
do hereby consent to the vacation of a portion of Portsmouth Addition
to Warrenton
as described:
See attached Legal description
MMMM
Signature: Date: Date:
Signature: Wes Gresbrecht Date:
On this 8 day of November, 2017, personally appeared before me, a
notary public in and for the State of Oregon, the within named
Wesley Lay Clashecht acknowledged the following instrument to be free
voluntary act and deed
Notary Public for Oregon  My commission expires: DCf. 1, 2019
THE OF WARMING

#### Warrenton Park Vacation

Description of Streets and Avenues to be vacated within the Town Plat of Warrenton Park, located in the Northeast Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets and avenues depicted on the Town Plat of Warrenton Park, Clatsop County Town Plat Records, and dedicated to the public in Book 52, Page 65, Clatsop County Deed Records, lying South of the south line of 22nd Street as depicted on said Town Plat (now known as S.E. 14th Street).

It is not intended herein to vacate any portion of S.E. 19th Street as dedicated in Instrument Number 201400122 Clatsop County Clerk's Records.

### Portsmouth Addition to Warrenton Vacation

Description of Streets to be vacated within the Town Plat of Portsmouth Addition to Warrenton, located in the Southwest Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets dedicated in the Town Plat of Portsmouth Addition to Warrenton, Town Plat Book 8, Page 13, Clatsop County Town Plat Records, lying within the boundaries of Parcel 1, Partition Plat 2016-005, Clatsop County Plat Records.

It is not intended herein to vacate any portion of the public utilities easement granted in Instrument Number 200507811 Clatsop County Clerk's Records.

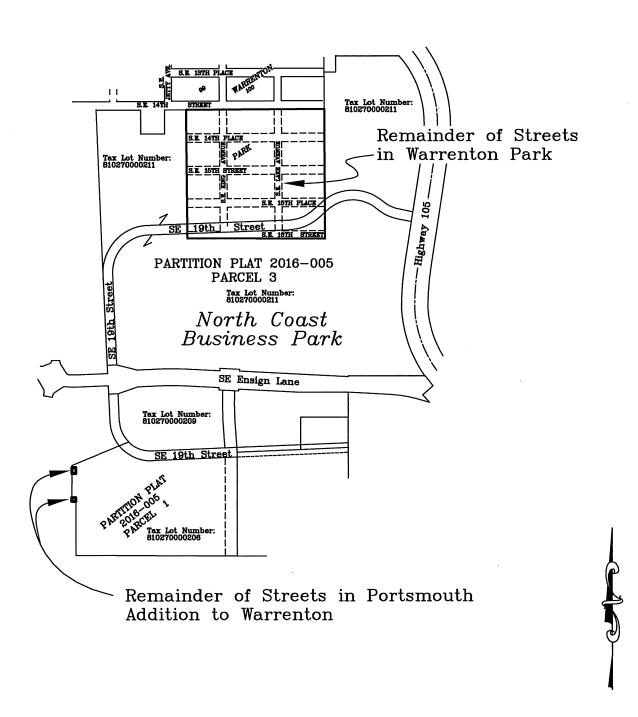
REGISTERED PROFESSIONAL LAND SURVEYOR

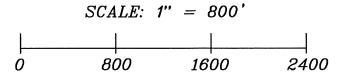
RENEWS 07-01-2018

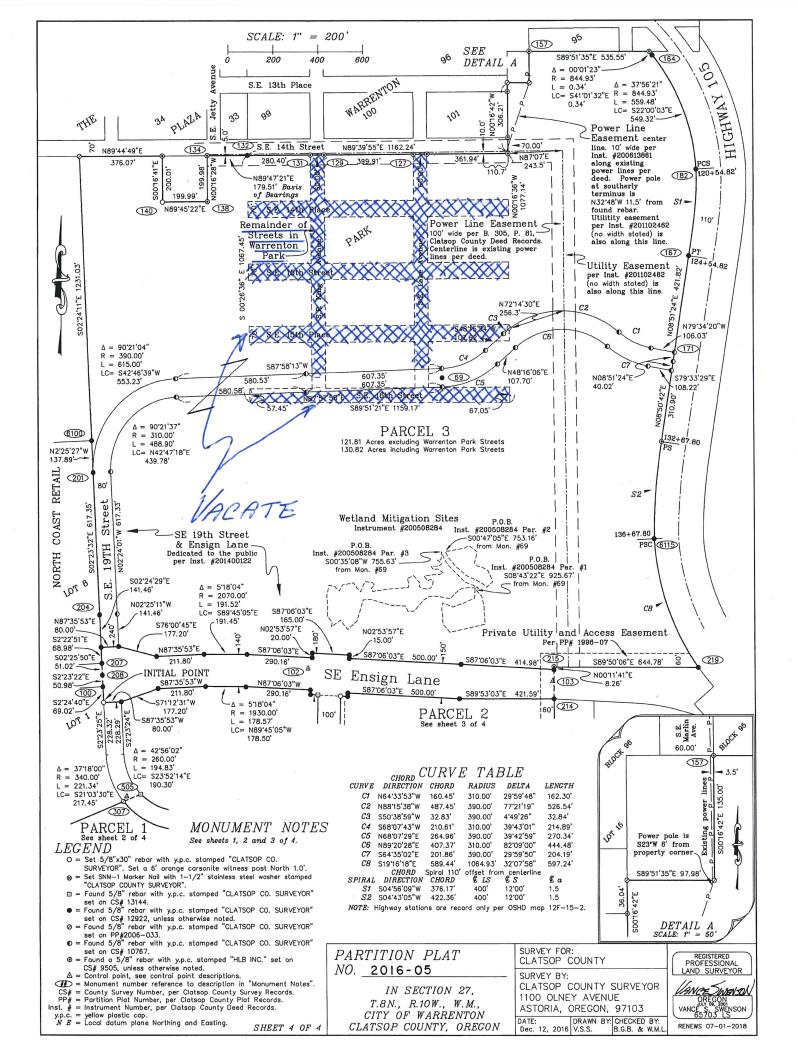
### EXHIBIT SHOWING WARRENTON PARK AND PORTSMOUTH ADDITION STREETS AND AVENUES TO BE VACATED

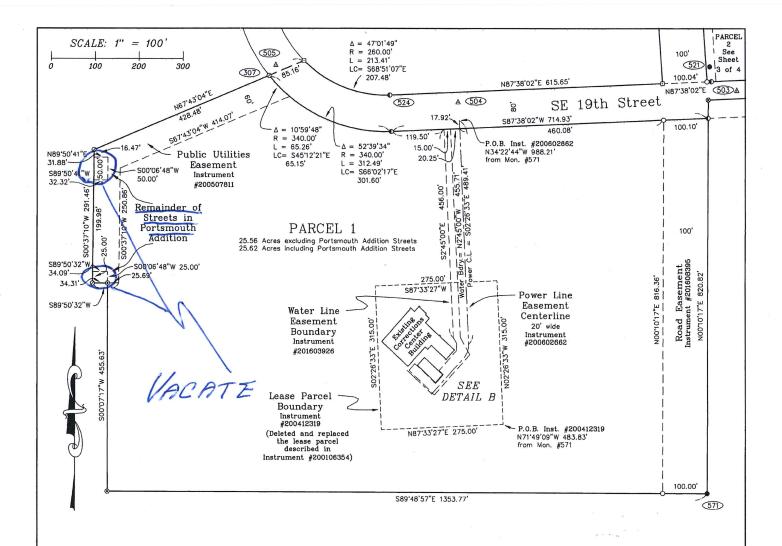
# LOCATED IN SECTION 27, T8N, R10W IN THE CITY OF WARRENTON, OREGON

Property Owner: Clatsop County
Owner Address: 800 Exchange St., Suite 410, Astoria, OR 97103
Date: July 19, 2017









#### MONUMENT NOTES

MONOMENT INOTES

307) N 7210.996 £ 10453.591

Found a 5/8" rebar with a y.p.c. marked "CLATSOP CO. SURVEYOR" per PP#2006-033, flush with ground with an orange carsonite post North 1.0 feet. Held.

524) N 7167.368 £ 10725.886 = monument N 7167.534 £ 10725.897 = calculated Found a 5/8" rebar with a y.p.c. marked "CLATSOP CO. SURVEYOR" per CS# 10767, flush with ground, S04\* 0.17" from calculated position.

571) N 6296.305 £ 11441.065

Found a 5/8" rebar with a foded y.p.c. with marks "LAND SURVEYING INC." still legible, per PP# 1996-007, 3" below east-west track of gravel road. Held. Set an orange carsonite post North 2.0 feet.

CONTROL POINTS (AND GENERAL LOCATIONS TO FIND) (504) N 7151.501 E 10880.453 Found a 5/8" rebor with a 2" aluminum cap stamped "CLATSOP COUNTY SURVEYOR" per CS# 13144, encased in concrete 5" below ground. North 5' from 19th Street north edge of povement and S80°E 11.7' from the center of a sewer manhole lid located on the Northerly extension of the road into

11.7' from the center of a semi-Sherriff's Office.

SDS N 7232.438 E 10469.203
Found a 5/8' rebar with a 2" aluminum cap stamped "CLATSOP COUNTY SURVEYOR" per CS# 13144, encased in concrete 6" below ground. Southwest 1.8' from 19th Street southwest edge of pavement

#### LEGEND

- O = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR". Set a 6' orange carsonite witness post North 1.0'.
- Set SNM-1 Marker Nail with 1-1/2" stainless steel washer stamped "CLATSOP COUNTY SURVEYOR".

- stamped "CLATSOP COUNTY SURVEYOR".

  Ele Found 5/8" rebar with y.p.c. stamped "CLATSOP CO.
  SURVEYOR" set on CS# 13144.

  Found 5/8" rebar with y.p.c. stamped "CLATSOP CO.
  SURVEYOR" set on CS# 12922, unless otherwise noted.

  Found 5/8" rebar with y.p.c. stamped "CLATSOP CO.
  SURVEYOR" set on PP#2006-033.

  Found 5/8" rebar with y.p.c. stamped "CLATSOP CO.
  SURVEYOR" set on PP#2006-033.

  Found 5/8" rebar with y.p.c. stamped "CLATSOP CO.
  SURVEYOR" set on CS# 10767.

  Found a 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.

  CS# 5050, unless otherwise noted.

  CS# County Survey Number, per Clatsop County Survey Records.

  PP# Portition Plat Number, per Clatsop County Survey Records.

  Inst. # = Instrument Number, per Clatsop County Dead Records.

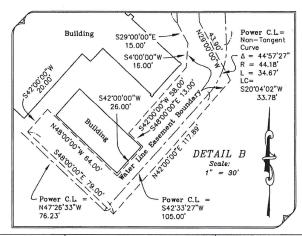
  Y.p.c. = yellow plastic cop

y.p.c. = yellow plastic cap N E = Local datum plane Northing and Easting

SHEET 2 OF 4

### NARRATIVE

Purpose: To partition the depicted property into Parcels 1, 2 and 3 as shown. #Wirpose: To partition the depicted property into Parcels 1, 2 and 3 as snown. Method: We held our control points and local datum plane from PP# 2006-033. Our basis of bearings is N89'47'21"E between monument numbers 134 and 132 per PP#2006-033. The basis of bearings and coordinates for PP# 2006-033 originates from CS# 9505 and has been used for all subsequent surveys and deed descriptions within the plat boundaries. Therefore, the boundaries of Parcels 1, 2 and 3, and the record easement locations were determined holding the monuments and the record data from them as shown. The set monuments along the centerline and right—of—way lines of SE 19th Street were established at the intersections of the extensions of the parcel boundaries.



#### PARTITION PLAT *NO*. <u>2016-05</u>

IN SECTION 27, T.8N., R.10W., W.M. CITY OF WARRENTON CLATSOP COUNTY, OREGON SURVEY FOR: CLATSOP COUNTY

DATE:

SURVEY BY CLATSOP COUNTY SURVEYOR 1100 OLNEY AVENUE ASTORIA, OREGON, 97103

DATE: DRAWN BY: CHECKED BY: Dec. 12, 2016 V.S.S. B.G.B. & W.M.L

REGISTERED PROFESSIONAL LAND SURVEYOR PNCE SWENSON VANCE S. SWENSON 65703 LS RENEWS 07-01-2018

representative at Astoria, Oregon, may declare the sold contract forfeited and consel the same, upon giving the said party of the second part his heirs or assigns a notice in writing to that effect for the period of sixty days after such delinquency it being understood that the party of the second part his helrs or assigns may pay up the same delinquent any time before the expiration of the period of Sixty days After such notice, and then the said contract shall remain in full force, but if the said party of the second part his heirs or assigns shall remain in default for the period of Sixty days after the receipt of such notice, then this contract shall be cancelled and all may ments theretorore made shall be forfeited as liquidated damages, for breach of contract, and in this provision time is of the easence of the contract. Id VIINESS THEREOF, the parties of the first aid second parts have herewite set their hands and seals induplicate the day and year first above : zritten.

Executed in the presence of

John L. Carlson

(SEAL)

A. A. Anderson Chas C. Nowatney Mary S Corlson J. A. Rannells (SEAL.) (SEAL)

State of Washington)

County of King

THIS CENTIFIES that on this 24 day of April 1903, before me, the understyred a dotary Publie in and for said County and State, personally appeared the within named John L. Carlson and Mary S. Carlson his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein mentioned. IN TESTIMONY WHEREOF, I have hereinto set my hand and Notarial seal the day and year last above written.

# x x x x x x # x Notarial Seal x # x x x x x x x # A. A. Anderson

Jotany Public for Washington residing at Seattle, Washington.

Recorded at 9:50 A. M. May 22 1903

J. C. Clinton, County Clerk

a drullinger

Deputy.

Columbia Harbor Land Company)

Dedication.

The Public

KNOW ALL MEN BY THESE PRESENTS, That the Columbia Harbor Land Company, a corporation duly formed and existing under and by virtue of the laws of the State of Oregon, having its principal office and place of business in the City of Portland, Multnomah County, Oregon, does hereby dedicate to the use of the public, all streets and avenues in Warrenton Park, situated in the County of Clatsop, State of Oregon, that lie South of the south line or 12th street, as the same are laid down and shown upon the map and plat of said Warrenton Park recorded on the 13th day of May, 1896, at pages ten and eleven, book three, of the Records of Plats of said County. All streets and avenues lying south of the south line of 12th

street, as laid down and plated upon said map, are dedicated to the public use. All regular streets running morth and south are sixty feet wide, and all regular streets running east and west are seventy feet wide. All full and regular blocks are two hundred feet wide by four hundred feet long, and regular lots are fifty feet wide by one hundred feet deep; irregular or fractional blocks and lots are of the size, shape and dimension as shown on the plat. All lots and blocks are numbered as shown on said plat. In WITNESS WHEREOF, the said Columbia Harbor Land Company by Walter C. Smith, its President, and F. R. Strong, its Secretary, have this 22nd day of May A. D. 1903, hereunto affixed its corporate name and seal, being thereunto duly authorized by a resolution of its Board of Directors, adopted and entered at a regular meeting, held on the 3rd day of February, 1903.

WITHESS:

Columbia Harbor Eand Company

Warren P. Smith "xxxxxxxxx #

X Corporate Seal X

4. McKinley #xxxxxxx #

by Walter C. Sm th

President.

F R Strong

Secretary.

State of Oregon, : ss County of Multnomah. )

THIS IS TO CERTIFY, That on this 22nd day of May, A. D. 1903, before me, a Notary Public in and for said County and State, personally appeared Walter C. Smith and F. R. Strong, who are known to me to be the identical persons whose names are subscribed to the foregoing instrument as President and Secretary reportively, of the Columbia Harbor Land Company, whose corporate name is subscribed thereto, and they acknowledged to me that they are such President and Secretary of the said Columbia Harbor Land Company, and that by order of the Board of Directors of said Columbia Harbor Land Company, they subscribed the corporate name thereto and signed and executed said instrument for the said Columbia Harbor Bend Company as its free and voluntary act and deed; and F. R. Strong acknowledged that he as said Secretary is the legal custodian of and is acquainted with the corporate seal of the said Columbia Harbor Land Company, and he has the same in his possession, and that the seal attached to the foregoing instrument is such corporate seal, and was attached thereto by him as such Socretary on the 22nd day of May, A. D. 1903, by order of the Board of Directors of the said Columbia Harbor Land Company, and he subscribed the same in witness thereof. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first above written.

# x x x x x x x # x Notarial Soal x # x x x x x x #

R. I. Eckerson

Notary Public for Oregon.

J. C. Clinton, County Clerk

By S Q Trullingw

Deputy.

#### **Warrenton Park Vacation**

Description of Streets and Avenues to be vacated within the Town Plat of Warrenton Park, located in the Northeast Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets and avenues depicted on the Town Plat of Warrenton Park, Clatsop County Town Plat Records, and dedicated to the public in Book 52, Page 65, Clatsop County Deed Records, lying South of the south line of 22nd Street as depicted on said Town Plat (now known as S.E. 14th Street).

It is not intended herein to vacate any portion of S.E. 19th Street as dedicated in Instrument Number 201400122 Clatsop County Clerk's Records.

### **Portsmouth Addition to Warrenton Vacation**

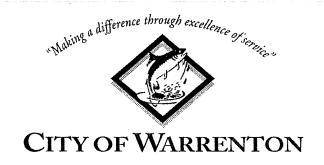
Description of Streets to be vacated within the Town Plat of Portsmouth Addition to Warrenton, located in the Southwest Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets dedicated in the Town Plat of Portsmouth Addition to Warrenton, Town Plat Book 8, Page 13, Clatsop County Town Plat Records, lying within the boundaries of Parcel 1, Partition Plat 2016-005, Clatsop County Plat Records.

REGISTERED PROFESSIONAL LAND SURVEYOR

VANCE S. SWENSON 65703 LS

RENEWS 07-01-2018



# AGENDA MEMORANDUM

TO:

The Warrenton City Commission

FROM:

Skip Urling, Community Development Director

DATE:

For Agenda of November 28, 2017

SUBJ:

Beckett Request of License to Occupy SW Juniper Avenue

Right-of-Way (ROW)

#### **SUMMARY**

Brad and Samantha Beckett have requested a License to Occupy a portion of the western SW Juniper Avenue ROW north of SW 1st Street to erect a fence. The SW Juniper Avenue ROW is approximately 100 feet wide and the pavement is located on the eastern half leaving a substantial portion unused. The Beckett's intent is to fence the unused territory and convert it to improved lawn to within 8-feet of the existing sidewalk. Please see the attached photographs.

There are no city utilities in the subject portion of this ROW. The Becketts will need to contact Utility Locate prior to construction to ensure that they could avoid conflicts with private utilities. The fence as shown on the Beckett's aerial photograph would meet the site distance standards of WMC 16.120.020.N.

#### RECOMMENDATION/SUGGESTED MOTION

Staff recommends that the City Commission approve the license.

Warrenton City Commission McGregor License to Occupy For Agenda of October 10, 2017 Page 2

I move to approve the license to occupy that portion of the SW Juniper Avenue right -of-way adjacent to 1002 SW 1<sup>nd</sup> Street, also identified as Tax Lot No. 81020AA01100, by Bradd and Samantha Beckett McGregor for a fence and landscaping improvements.

### **ALTERNATIVE**

None recommended

### FISCAL IMPACT

Not applicable.

Approved by City Manager

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

Attachments

DECEIVED Nov 0 9 2017

## License to Occupy

CITY OF WARRENTON

AN AGREEMENT, made and entered into this November 9, 2017, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Bradd and Samantha Beckett, hereinafter referred to as "Beckett".

#### WITNESSETH:

WHEREAS, Beckett is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the "Beckett property", and more particularly described as (1002 SW 1st Street), Tax Lot 81020AA01100 in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the Beckett property, hereinafter referred to as "SW Juniper Avenue right-of-way", and

WHEREAS, Beckett wants to erect a 6-foot wooden fence on a portion of SW Juniper Avenue right-of-way as it abuts the Beckett property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to Beckett and Beckett accepts City's permission to occupy a portion of SW Juniper Avenue right-of-way, as shown on the attached aerial photograph.
- 2) Beckett may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) Beckett's use of the SW Juniper Avenue right-of-way is not "adverse" or contrary to the City in any way. Neither Beckett nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the SW Juniper Avenue right-of-way.
- 5) City may revoke its permission for Beckett's continued use of the SW Juniper Avenue right-of-way for any reason upon sixty days prior written notice to Beckett. Upon such notice, Beckett or subsequent owner shall, at Beckett's sole expense restore the right-of-way to a condition acceptable to the City.

- Beckett or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with Beckett's use of the SW Juniper Avenue right-of-way. Beckett 's conduct with respect to the same, or any condition thereof, in the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, Beckett or successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
- 7) The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.
- 8) In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

City of Warrenton, a Municipal Corporation of the State of Oregon,

	CITY:
	Mayor Henry Balensifer, Date
	ATTEST:
	Dawne Shaw, Deputy City Recorder, Date
(641) 2100-2746	APPLICANTS: BRADD S. BECKETT  BUOVIT
(541) 260-2746 2745 The Becketts 2003 @ Smail.	Spat 11/9/17
The Beckens 2003 Con	Samantha Beckett Date

SW Jumper Awa 1002 Southwest 1st Str ZONIEL A explored profession (NAS) easy redund Mis SW 2nd StGoogle SW 2nd St Adjust fence
line to include
zone A; staying
8 ft. from the
sidewallk.

In line with resisting fence.

Assume

maintenance responsibility of ZONEB to Sidewalk and Alons & ft wide: Streen.



Agenda Item 7-C

### Agenda Item Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission

Linda Engbretson, City Manager

From: R. Collin Stelzig P.E., City Engineer/Interim Public Works Director

Date: November 20, 2017

Subj: Project Change Order #4

(SE ENSIGN PS REBUILD AND FORCE MAIN CONSTRUCTION PROJECT)

#### **Summary:**

This project has been substantially complete for some time now and the pump station is up and running and pumping sewage directly to the treatment plant. This pump station has performed successfully during our recent power outages and high rainfall events. During our final closeout, we have negotiated a couple long standing items that we intend to finalize as part of this change order #4.

This change order includes three items:

Project Cost w/Change Order \$ 1,368,233.96

- 1. Deletion of line item for "Asbestos Pipe Demolition and Disposal". It was not necessary to remove asbestos pipe as part of this project.
- 2. Reimbursement for City of Warrenton's staff time to deal with call outs during pump station construction.
- 3. Additional pipe and boring cost to cross the Skipanon River. The boring contractor was required to change the angle of his boring profile based on actual soil conditions. This change in profile extended the pipe length by approximately 30 feet. This work was not charged per lineal foot cost per the bid item. To the benefit of the City, the City was charged time and materials.

#### **Project Financial Status:**

\$ 1,600,000.00	
\$ 1,412,272.00	(R&G, one of 6 bids rec'd.)
\$ 1,247,655.00	
\$ 50,350.95	(adds 15 days to project)
\$ 67,075.86	(Date to finish: June 24, 2017)
\$ 2,014.59	(Date to finish: August 31, 2017)
\$ 2,137.56	(No time extension)
\$ \$ \$	\$ 67,075.86 \$ 2,014.59

Attached to this Commission Memo is the Otak Change Order #4 form a

#### Recommendation

Staff recommends the following motions;

"I move to approve Change Order #4 in the amount of \$2,137.56 to Big River Construction."

### Alternative

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

### **Fiscal Impact**

CIP - 038-430-620011

Approved by City Manager: Linda English Son

lan. Cut				Control of Continu		
City of Warrenton Project: Core Conveyance/Ensi	an Dumn Station			Contract Section Change Order Forn	n	
Project: Core Conveyance/Ensi	gn Pump Station					<b></b>
				<b>Change Orde</b>	r No.	
Date if Issuance: Nov	vember 20, 2017	<b></b>	Effective Date:	November 20, 2017	7	
Owner: <b>Cit</b> y	y of Warrenton					
	e Conveyance/Ensign Pump Station			038-430-620011		
Engineer: Ota			Engineer's Proj #:			•
	River Construction		Contractor's #:			
Original Contract: \$1,				November 1, 2016		
Current Contract: \$1,			nt Contract Days:	303		
***************************************	Collin Stelzig P.E., City Engineer/Interio	m Public Wo	rks Director			
Project Location: 215	SE Ensign Ave					
The Contract Decimands are made	is due follows when everytion of this Chan	an Ordor				
Description:	ied as follows upon execution of this Chan	ige Oraer				
Work shall include:						
	e Demolition and Disposal"				\$	(1,700.00)
<ol> <li>Delete Item "Asbestos Pipe</li> <li>Reimbursement for City St</li> </ol>	•				\$	(1,986.63)
	cost to cross the Skipanon River				¢	5,824.19
3. Additional pipe and boring	cost to cross the skipanon kiver			Total	ş ¢	2,137.56
				iotai	Y	2,137.30
Original contract times:	• •	■ Calen	•			
Extend contract days	Current contract time	303 New	contract days	303	-	
	D. L.			A		
Current Substantial Completion				August 31, 2017		
This will require substantial com	ipletion by:			August 31, 2017		
Attachments:	Contractor's request and invoices		Management of the second of th			
Current Contract Price:		\$	1,366,096.40		,	
Increase of this Change Order:		\$	2,137.56			
Contract Price incorporating this	s Change Order:	, \$	1,368,233.96			
		•	, , , , , , , , , , , , , , , , , , , ,			
The above prices and specificat	ions of the change order are satisfact	tory and are	hereby accepte	d. This change orde	r amount and ext	tension of time
constitutes total compensation f	or the change, including compensation	on for all imp	acts and delays	relating to the chan	ge and their cum	ulative effect on
the project to date. All work sha	ll be performed under same terms and	d conditions	as specified in	original contract unle	ess otherwise stip	oulated.
RECOMMENDED	ACCEPTED:	ACCE	PTED:			
· · · · · · · · · · · · · · · · · · ·	-					
Engineer signature	Contractor signature	Owne	er Signature/Titl	e	M	
- 0	<u> </u>		- '			
Date:	Date:	Date:				
Approved by Funding Agency (if ap	plicable):					

Title:

Agency:

Date:

#### Project Status Form

Owner: City of Warrenton

Project: Core Conveyance/Ensign Pump Station

City Project #: 038-430-620011

Engineer: Otak, Inc.

Engineer's Proj #: 0 Contractor's #: 0

Contractor: Big River Construction

Notice to Proceed Date: November 1, 2016

Original Contract: \$1,247,655.00 Notice to Prod City Project Manager: R. Collin Stelzig P.E., City Engineer/Interim Public Works Director

Project Location:

215 SE Ensign Ave

со	Change Order Amount/ Allowance Amt.	C.O. Days	Commission Date	REASON FOR CHANGE			
	New Contract Amount	New Total	New Comp. Date				
#1	\$ 50,350.95	15	April 25, 2017	Severe weak soils and pumping of base rock. If work had not been completed, the new asphalt would fail soon after			
ļ	\$ 1,298,005.95	190	May 10, 2017	construction.			
#2	\$ 66,075.86 \$ 1,364,081.81	45 235	April 25, 2017 June 24, 2017	Additional Dewatering			
#3	\$ 2,014.59 \$ 1,366,096.40	68 303	April 25, 2017 August 31, 2017	Miscellaneous additional materials			
#4	\$ 2,137.56	0	August 31, 2017	Deletions of line item, reimbursement of City staff time, and additional boring			
	\$ 1,368,233.96	303	August 31, 2017	length			
#5							
#6							
#7							
#8							
	Project Summary  Contract amount Contract days Completion Date						
	\$ 1,368,233.96	303	August 31, 2017				
<u></u>							

# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

### Agenda Item Memorandum

Date:

November 28, 2017

To:

The Members of the Warrenton City Commission

Linda Engbretson, City Manager

From:

Tim Demers, Fire Chief

Re:

Fire Department Water Tender Purchase

### **Summary:**

The Fire Department has been awarded a \$350,000.00 (this includes \$16,667.00 in matching Fire Department funds) grant from the Assistance to Firefighters /FEMA program for a Water Tender to replace their 1978 model.

The Fire Department would like to purchase the Kenworth T800 model Water Tender from US Tanker, a Spartan ERV brand, for \$349,900.00 using the HGAC (Houston / Galveston Area Council) purchasing agreement, which the City of Warrenton is a member of.

#### Recommendation

Staff recommends the following motions;

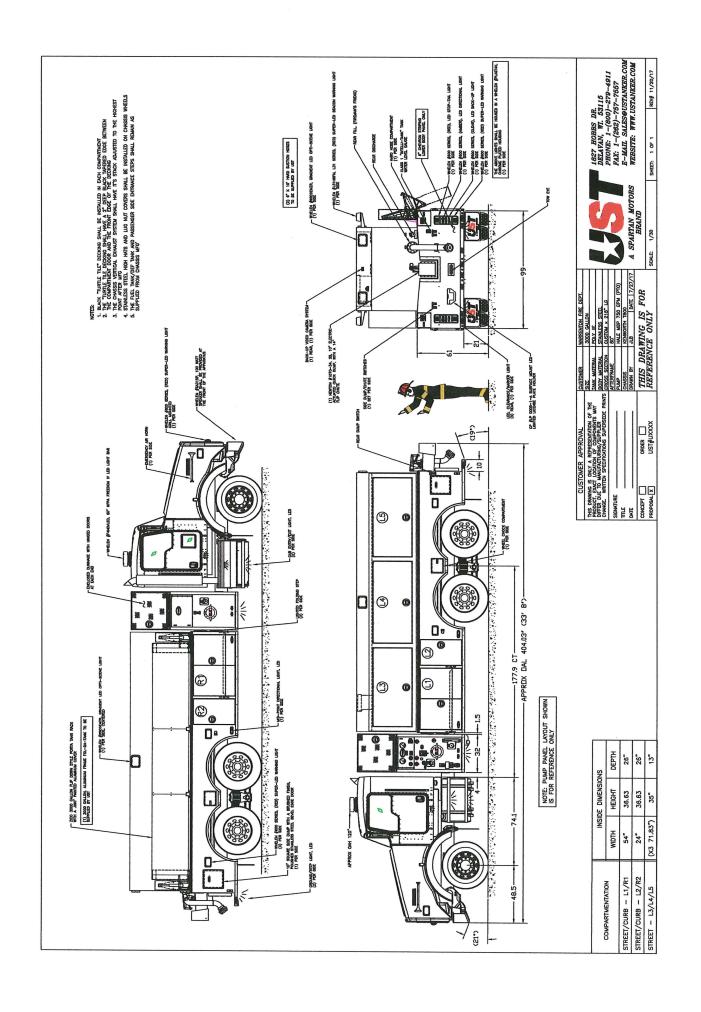
"I move to approve Staff's request to purchase a Kenworth Water Tender from US Tanker, a brand of Spartan ERV."

#### **Alternative**

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

#### **Fiscal Impact**

The matching funds consisting of \$16,667.00 will come from the Fire Department's existing budget, but receipt of the AFG grant money will require a supplemental budget to expend it.





#### A Wholly Owned Subsidiary of Spartan Motors, Inc. 907 7TH AVENUE NORTH BRANDON, SD 57005-2003 (605) 582-4000 FAX (605) 582-4001

#### CONTRACT

THIS CONTRACT ("Contract") is made by and between Spartan Motors USA, Inc. d/b/a/ Spartan ERV ("Spartan ERV") and Warrenton Fire Department ("Customer"). This Contract will not become binding upon Spartan ERV until it is executed by an officer of Spartan ERV, and the effective date of the Contract ("Effective Date") will be the date that the Spartan ERV officer executes the Contract. The parties hereby agree as follows:

- (1) Subject to the terms of this Contract, Spartan ERV shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
- (2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Spartan ERV because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.
- (3) The Apparatus and Equipment shall be ready for delivery from Spartan ERV's factory, within 260 days. Any post contract changes to the specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan ERV requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- A \$100 per day penalty clause will be paid to the Customer if the apparatus is not completed within the above referenced delivery timeframe. Any modifications made to apparatus after a signed pre-construction change order or any delays by Customer as noted above may extend the above quoted delivery timeframe as determined by Spartan ERV. The penalty clause will stop once apparatus has shipped from Spartan ERV.
- (4) A competent Spartan ERV service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5) In exchange for the Apparatus and Equipment, Customer agrees to pay Spartan ERV the sum of Three Hundred Forty-Nine Thousand, Nine Hundred Dollars (\$ 349,900.00) ("Purchase Price"). The Purchase Price includes a discount of \$ 235.00 dollars for a \$ 17,497.00 dollar prepayment to be made within 30 days of contract signing. The Purchase Price (a) does NOT include factory inspection trip expenses. Trip expenses will be the responsibility of the Customer. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Spartan ERV reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Spartan ERV. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Spartan ERV and hold Spartan ERV harmless from any such tax, interest or penalty which may at any time be assessed against Spartan ERV.
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Spartan ERV, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan ERV's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan ERV will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan ERV has received full payment of the Purchase Price and taxes.
- (7) Spartan ERV shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Spartan ERV, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Spartan ERV shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
- (8) Customer shall indemnify Spartan ERV against, and hold Spartan ERV, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Spartan ERV's breach of its obligations under this Contract.
- (9) Spartan ERV warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH

Spartan ERV Contract January 9, 2015

Page 1 of 2

Formatted: Underline

WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

- (10) Spartan ERV shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.
- (11) The Apparatus and Equipment shall remain the property of Spartan ERV until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Spartan ERV may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Spartan ERV takes possession.
- (12) This Contract will only be binding on Spartan ERV after it is signed and approved by an officer of Spartan ERV. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.
- (13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.
- (14) This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Spartan ERV, be brought in a court of record of the State of South Dakota in Minnehaha County, in the United States District Court for the District of South Dakota, or in a court of record of the State of Michigan in either Kent County or Eaton County, where Spartan ERV's parent company, Spartan Motors, Inc., is located, or in the United States District Court for the Western District of Michigan, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By:	on .
Spartan ERV Sales Represe	entative — Print Name Date
Spartan ERV Sales Representative Signature	
This Contract is agreed to by the parties as of the	ne Effective Date.
Spartan Motors USA, Inc. d/b/a Spartan ERV	Customer:
By:	By:
By: Spartan Motors USA, Inc. d/b/a Spartan ERV Officer Signature	By:
Print Name	Print Name Its:
Its:	
Data	Date

## A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL

Houston, Texas AND US TANKER CO. Snyder, Nebraska

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, US Tanker Co., hereinafter referred to as the CONTRACTOR, having its principal place of business at 610 West Fourth Street, Snyder, Nebraska 68664.

#### ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2015, and to continue through November 30, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC, H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Fire Service Apparatus (All Types) offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Fire Service Apparatus (All Types) through the H-GAC Contract to END USERS in states other than Texas.

#### ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

- 1. The text of this Contract form, including but not limited to, Attachment A
- 2. General Terms and Conditions
- 3. Bid Specifications No: FS12-15, including any relevant suffixes
- 4. CONTRACTOR's Response to Bid No: FS12-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

#### ARTICLE 3: LEGAL AUTHORITY

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

#### ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

#### ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

#### ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

#### **ARTICLE 7:**

## SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

#### ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract,

#### ARTICLE 9:

#### REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### ARTICLE 11:

#### SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### ARTICLE 12:

#### DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

#### ARTICLE 13:

## LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

#### ARTICLE 15:

## TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### ARTICLE 16:

## TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER, CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

#### ARTICLE 17:

## CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

## GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

#### ARTICLE 19:

## PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

#### LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives. Signed for Houston-Galveston Area Council, Houston, Texas: Executive Director Attest for Houston-Galveston Area Council, Houston, Texas: Vick, Director of Public Services Signed for US Tanker Co. Snyder, Nebraska: Printed Name & Title: Mark Denhiston Huber, Chief Executive Officer Attest for US Tanker Co. Snyder, Nebraska: Printed Name & Title: Cindy Kreikemeier, Notary of Nebraska GENERAL NOTARY - State of Nebraska Date: 10-27 2015 CYNTHIA KREIKEMEIER

My Comm. Exp. May 18, 2019

# Attachment A US Tanker Co. Fire Service Apparatus (All Types) Contract No. FS12-15

	FF. U S Tanker		
B. Wildland	l Fire Apparatus (Brush Fire)	-	
FFB01	Ford F550, Aluminum Flat Bed Body, Type 6	\$	134,475.00
D. Special S	ervice Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab,	Hazma	
FFD01	Non-Walk-In Rescue, Ford F550 2-Door, Single Axle, Aluminum Body	1 \$	148,115.00
E. Pumper/	Fankers & Tankers		
FFE01	Elliptical Tanker, Kenworth 2-Door, Stainless Steel Body, Single Axle 1250 GPM Pump, Mid- Mounted, 2000-gallons	\$	275,043.00
FFE02	Elliptical Tanker, Kenworth 2-Door, Stainless Steel Body, Tandem Axle 1250 GPM Pump, Mid-Mounted, 3000-gallons	\$	335,810.00
FFE03	Wet Side Tanker, Kenworth 2-Door, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted, 2000-gallons	\$	276,886.00
FFE04	Wet Side Tanker, Kenworth 2-Door, Stainless Steel body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 3000-gallons	\$	334,646.00

## **QUOTATION**

## **UST Fire Apparatus**

WARRENTON FIRE DEPARTMENT 225 S MAIN AVE WARRENTON, OR 97146 503-861-2494

Quote No:

JR001-2108

	)3/201		-2100	Dogo 1
S	PG	PART NO	DESCRIPTION	Page 1
	. ·		== TANKER/PUMPER (HERITAGE SERIES - SQUARE) - 0.000 ==	
	1	1A-W0-1503	Warranty SS Body - (30/10/3/2)	
	1	1A-W0-1303	Warranty (APR Heritage)	
	2	1B-PS-3000	Heritage "Polyside" Tank 3000 Gallon (APR)	
1	2	1B-PS-8500	Heritage Tank Construction & Mounting SS (2500-3000) (APR)	
	3	1B-WS-9900	Heritage Tank (Additional 6" Tank Vent/Overflow)	
	3	1C-DA-1500	Rear Dump System - Single Newton - Electric Actuated	
	3	1C-DG-1000	Side Dump System - 10" Square Newton - Electric Actuated W/Air Chutes	
	4	1C-DG-1000 1C-DH-0000	Cab Dump Controls	
	4	1C-F2-0000	Rear Fill 2-1/2" (Rearhead)	
	4	1D-00-0600	Apparatus Body and Construction - SS (Tandem Axle 2500-3000 Gallons)	
	4	1D-00-0000 1D-00-7510	Fenderettes - Stainless Steel (Tandem Axle)	
	4	1D-00-7510 1D-00-9000	Heritage - Rear Ladder	
	4	1D-00-9000 1D-00-9100	Heritage - Rear Mid-Step	
	5	1D-00-9100 1D-00-9500	Rear Platform	
s	5	1D-00-9300 1D-01-1150	Heritage - Hose Bed APR	
١٥	5	1D-01-1150 1D-01-1350	Hose Bed Divider(s) - Poly	
	5		Hose Bed Cover (Heritage) - Red Vinyl	
		1D-01-7700 1E-HR-4000	Handrail - Hose Bed	
s	5 5	1E-00-2000	Compartmentation (SS)	
٦	6	1E-00-2000 1E-02-1800	Compartment Doors (Stainless Steel) Tanker	
s	6	1E-02-1600 1E-03-2000	Adjustable Shelves	
S	6	1E-03-2000 1E-00-3000	Compartmentation (POLY)	
s	7	1E-00-3000 1E-02-1700	Highside Compartment Doors (POLY)	
٦	7	1E-02-1700 1E-03-4000	Compartment Decking	
	7		Compartment Decking  Compartment Decking - Tapered Edge (Black)	
- 1	7	1E-03-5000 1E-02-6000	Hard Hose Compartments	
	7		Folding Steps - Front of Body (Two (2) Each Side)	
s	7	1E-04-2200 1E-05-9500	Zico Porta-Tank Rack	
S	8	1E-03-9300 1E-11-5100	Painted Aluminum Cover (Zico Porta-Tank Rack)	
٦	8	1E-03-7000	Body Cosmetics (Alum. Dia. Plt.)	
	8	1F-B0-0500	Paint Procedure (Tandem Axle Tanker)	
	9	1F-B0-0300	Chassis Paint - Single Color (Chassis Supplied)	
	9	1F-B2-0010	Polyside Tank Exterior Finish W/Hose Bed (2500-4000 Gal)	
	9	1F-C0-1000	Touch-Up Paint & Assorted Fasteners	
	9	1F-C0-1500	Anti-Corrosion Protection	
	9	1F-C0-4100	NFPA Striping (1"-4"-1")	
	10	1F-C0-4700	NFPA Striping Color (White)	
1	10	1F-C0-9000	Chevron Striping (Lower Panel)	
	10	1F-C0-6000	Lettering (22k SignGold)	
	10	1G-00-6500	Chassis Modifications	
	10	1F-C0-3600	Wheel Dress-Up Kit (SS High Hats)	
	10	1F-C0-3700	Tire Pressure Indicators - RealWheels LED AirGuard®	
	10	1G-00-7100	Exhaust Modifications (Factory)	
	10	1G-00-7100 1G-00-8100	Rear Apparatus Body Mud Flaps	
	10	1G-01-1500	Fuel Tank Enclosure - Factory	
-	10	1G-01-1800	Passenger Side Entrance Steps - Factory	
	10	1G-01-2000 1G-T0-3500	Tow Eye	
	11	1J-00-0300	Electrical System (V-MUX)	
	13	1J-00-0820	Vehicle Data Recorder, Weldon	
	13	1J-00-0920	Seat Belt Warning System, Weldon (1-6 Seats)	
	13	1J-01-2500	Cab Console for Electrical	
	. •	.50, 2000		
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S	03/201 PG	PART NO	DESCRIPTION	Page 2
	13	1J-12-0000	Electrical Schematics	
	13	1J-16-0000	Rocker Switch Panel - 6 to 8 Place (UST Std)	Alteria
	14	1J-17-0000	EMI/RFI Protection	!
	14 14	1J-B0-0100	DOT & ICC Lighting (SQUARE BODY) Stop Tail/Turn/Back Up Lights (Wholen 600 Series LED Lights)	!
	14 15	1J-B0-1500 1J-B0-2000	Stop-Tail/Turn/Back-Up Lights (Whelen 600 Series LED Lights) Back-Up Alarm	!
	15	1J-BH-0000	Hazard Light	!
	15	1J-BJ-1000	Mid-Point Directional Lights (LED) SoundOff Signal	!
	15	1J-BL-0000	License Plate Holder (Cast Products)	!
	15	1J-BN-2000	Siren - Whelen - 295SLSA1	!
	15	1J-BS-3900	Speaker - Whelen #SA315P	!
	15	1J-C0-3102	Rear Scene Lights (Heritage) Whelen 900 12V LED	
S	15	1J-C0-3402	Side Scene Lights (Center) (Heritage) Whelen 900 12V LED	
	16 16	1J-C3-1000	Ground/Step Lights - LED	
	16 16	1J-C3-1150	Rear Platform Work Lights - LED	!
1	16 16	1J-C3-1200 1J-C3-2110	Cab Entry/Exit Lighting - LED Compartment Lighting (ROM-LED) - Hinged Doors	!
	16	1J-C3-2110 1J-C3-2400	Engine Compartment Light - LED	!
	16	1J-H0-2100	Air Horns, Air Horns of Texas (Round), Cab Hood	!
	16	1J-H0-5500	Air Horns, Air Horns of Fexas (Nound), Cab Hood  Air Horn Activation - Lanyard	!
	16	1J-H0-7500	Air Protection Valve	!
	16	1J-KA-0000	Kussmaul - Pump-Plus 120V Charger/Compressor	1
	17	1J-S0-1500	Deck Lights - Unity #CG-S 6" LED (Rear Hose Bed)	•
	17	1J-W1-5000	Water Level Gauge - Class 1 - Rear of Apparatus	1
	17	1J-W1-6000	Water Level Gauge - Class 1 - Pump Panel	!
	17 17	11-W1-6500	Water Level Gauge - Class 1 - Chassis Cab (Mini)	
	17 17	1L-C2-9000 1L-WE-0500	NFPA Certified Lighting Requirements Whelen - NFPA 600 series LED Lighting Pkg W/60" Freedom IV Light Bar	1
	17	1P-AA-0000	Whelen - NFPA 600 series LED Lighting Pkg W/60" Freedom IV Light Bar PUMP SECTION	1
s	18	1P-HR-8500	Single Stage Pump (MBP 750 GPM) Hale - PTO	
	19	1P-HV-5000	Priming Pump, Hale Model ESP	1
	20	1Q-A0-1500	PTO "Hot Shift" (750 Pumps & Larger)	1
l	20	1Q-A0-3010	Pump Shift Electric (PTO, Auto. Trans.)	
	20	1R-00-1000	2-1/2" Aux. Suction Inlet (Streetside)	
1	20	1R-00-6000	6" Suction Inlets (Non-Gated)	
	20 20	1R-05-2000	One (1) 2-1/2" Streetside Discharge	ĺ
	20 20	1R-05-8000 1R-08-0700	One (1) 2-1/2" Curbside Discharge Rear Discharge 2-1/2"	
	20	1R-08-0700 1R-10-2000	Rear Discharge 2-1/2" Drain Valves (1/4 Turn and/or Automatic)	•
	20 20	1R-10-2000 1R-10-3000	Master Drain	!
	20 21	1R-10-3000 1R-10-5500	Tank To Pump 3" (Manual)	1
	21	1R-10-6200	Tank Refill 2"	
	21	1R-10-7100	Pump Piping, General Specifications (Stainless Steel)	
	21	1R-10-8000	Valves for Pump Operation (Akron)	
l	21	1R-20-0000	Suction Pressure Relief Valve, Elkhart	
1	22	1R-20-2000	Heat Exchanger	
S	22	1R-40-0000	Pump House Enclosure - Side Mount - Black Vinyl Panels	
s	22 23	1R-40-3550	Pump Operator's Control Panel (Governor)	
٥	23 24	1R-80-0101 1R-80-1001	Pump Operator's Control Panel (Governor) Class 1 "TPG" Total Pressure Governor	
	24 24	1R-89-1000	Color Coded Identification Plates	
	24	1R-90-0000	Pump Safety Features - PTO - Automatic Trans.	
	25	1R-90-3000	Pump Certification Test - U.L.	
	25	1R-90-4000	N.F.P.A. Tag Requirements	
	26	1R-90-4500	NFPA 1901-2016 Compliance Tests	,
	28	1T-00-0000	Additional Equipment - To Be Supplied	ļ
	28	1T-00-1200	Wheel Chocks (Zico, Collapsible SAC-44)	
	28 28	1T-01-4500	Road Safety Kit	
	28 28	1T-03-1500 1T-04-4350	Suction Hose - 6" Fol-Da-Tank - 3000 Gallon - Alum. Frame	
	20	11-04-4000	FOI-DA-TAIIK - 3000 GAIIOH - AIUH. FIAIHG	!
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#### KENWORTH

Wisconsin Kenworth M452 **US Tanker Stk** 9350 S. 22nd St. 1827 Hobbs Drive Oak Creek, Wisconsin United States 53154 Delavan, Wisconsin United States 53115 (414) 761-5959 Phone: (262) 763-6220 Phone: Fax: (414) 761-5940 Fax: John.Kislia@csmtruck.com **Contact Email:** Email: Prepared for: Joe Lee **Vehicle Summary** Unit Chassis Model: T800 Series Conventional. Fr Axle Load (lbs): 18000 **FULL TRUCK** Rr Axle Load (lbs) 46000 Type: Warrenton FD, OR G.C.W. (lbs): 64000 Description: Road Conditions: **Application** Fire truck service. Vehicles Class A (Highway) 80 Intended Serv.: used in fighting Commodity: Fire apparatus Class B (Hwy/Mtn) 15 Class C (Off-Hwy) 05 Class D (Off-Road) 00 **Body** Maximum Grade: Type: Fire truck-pumper 6 Length (ft): 22.0 Wheelbase (in): 228 니eight (ft): 13.5 Overhang (in): 90 74 4000 Fr Axle to BOC (in): ax Laden Weight (lbs): Cab to Axle (in): 154 244 Cab to EOF (in): **Trailer** Overall Comb. Length No. of Trailer Axles: 0 366 (in): Type: 0.0 Special Reg. Length (ft): 0.0 Height (ft): U.S. Domestic Registry, 50-State Kingpin Inset (in): 0 Corner Radius (in): 0 Restrictions 120 Length (ft): Width (in): 102 Height (ft): 13.5 Approved by: Date: Note: All sales are F.O.B. designated plant of manufacture. Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com. 2 PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs. Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Model Number:

Quote/DTPO/CO:

Version Number:

T800 Series Conventional.

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Jul 1, 2017

John Kislia

..nted:

Effective Date:

Prepared by:

#### **KENWORTH**

Wisconsin Kenworth M452 **US Tanker Stk** 9350 S. 22nd St. 1827 Hobbs Drive Oak Creek, Wisconsin United States 53154 Delavan, Wisconsin United States 53115 Phone: (414) 761-5959 Phone: (262) 763-6220 Fax: (414) 761-5940 Fax: Email: John.Kislia@csmtruck.com **Contact Email:** Prepared for: Joe Lee Description Weight Model T800 Series Conventional. 15,145 Elastomer bushed front spring pins & heavy-duty shock absorber brackets, 16mm. fasteners from rear cab support to end-of-frame, except tractor taper crossmember. Vinyl inside sunvisors, driver side includes strap & mirror, rider side includes strap; Under-dash center console w/ 2 cup holders, 2-12V outlets & a storage compartment, Glove box door with locking latch. T800: Sloped Hood. 0 Chassis operation will include n stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes). **CARB Idle Emissions Reduction Feature.** 0 Cummins engines. CARB Exempt Application Emergency Vehicle Only. ō Non-Sleeper w/rear axle capacity less than 59K. ō Fire apparatus 0 Fire truck service. Vehicles used in fighting 0 fires. Typically have pumps, etc., mounted in the body. Road usage: minimum 5% Class B and maximum 5% Class D. Fire truck-pumper 0 U.S. Domestic Registry, 50-State 0 **Engine & Equipment** X15 505EV 2017 505@2000 1850@1150 300 w/Intebrake, Emergency Vehicle Applications Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing, Performance Series N09200 N205 120..Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09240 P13 120..Hard Maximum Speed Limit N09260 P14 62...Maximum Accelerator Pedal Vehicle Speed N09280 P16 0....Accelerator Lower Droop N09300 P19 62...Maximum Cruise Speed N09320 P38 0....Cruise Control Lower Droop N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400.Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise

N09540 N209 0Expiration Distance	
N09560 P520 YESEnable Idle Shutdown Park Brake Set	
N09580 P32 5Timer Setting	
N09600 P233 YESEnable Impending Shutdown Warning	
N09620 P234 60Timer For Impending Shutdown Warning	
N09640 P516 35Engine Load Threshold	
N09680 P33 NOIdle Shutdown Manual Overrule	
N09720 P230 YESEnable Hot Ambient Automatic Overrule	
N09740 P46 40Low Ambient Temperature Threshold	
N09760 P56 60Intermediate Ambient Temperature Threshold	
N09780 P47 80High Ambient Temperature Threshold	
Prospector Version 40.1	0
Replaces 40.0	
Effective VSL Setting NA	0
Engine Idle Shutdown Timer Disabled	0
Enable EIST Ambient Temp Overrule	0
Enable EIST in PTO Mode	0
Use only with MX and Cummins engines	
Eff EIST NA Expiration Miles	0
Use only with MX and Cummins engines	
Air compressor: Cummins 18.7 CFM, Naturally	0
Aspirated for Cummins X15 engines	
Air cleaner: Powercore engine mount 10 in.	0
w/constant torque SS clamps, pop-up air restriction indicator. Holds	10%
more fine dust than 2500. Pop-up indicator is standard.	
Fan Hub: Horton 2-Speed for X15	0
Cooling module: T8SH/T8B/W9S 1440 square inches.	0
Includes aluminum radiator core, aluminum charge air cooler, transl	ucent
surge tank and washer bottle, silicone hoses, and extended life cool	ant.
Drain valve is not available w/Allison transmissions.	
Radiator bug screen mounted between hood &	2
grille.	
Right Side under cab exhaust with horiz	0
ontal tailpipe	
Tailpipe: 5 in. dual 24 in. 45 degree curved.	-7
Fuel Filter:PACCAR Standard Service Interval	C
Fuel/Water Separator. 2017 Emissions	
Run Aid:None	. 0
*For Fuel Filter	
Start Aid:None	0
*For Fuel Filter	
Kenworth Fuel Cooler	6
Required for Cummins engines with a single fuel tank. Required for	
PACCAR MX-13 engine with a single fuel tank and stationary use: I	łigh
RPM, low vehicle speed, sustained for longer than 1 hour. Optional	for all
other applications.	
Alternator: Delco 40SI 320 amp Brushless	14
with battery voltage sense	
Batteries: 3 Optima 31A Threaded post (900)	3
2700 CCA.	
Starter: PACCAR 12 volt electrical system. W/	(
centralized power distribution incorporating plug-in style relays. Circ	uit
protection for serviceability, 12-volt light system w/circuit protection	circuits
number & color coded.	
Multi-function engine connector for body builder	
interface for Cummins.	
Jump start terminals under hood.	12

	Body Builder Control Harness coiled BOC/BOS	0
	for customer-installed remote throttle and remote PTO controls. Harness	ū
	includes Remote PTO control and Remote Throttle controls. T680/T880	
	models do not require 12-way engine connector sales codes. All other	
	models require (1900082 or 1900084).	
Fransmission	& Clutch	
1141131111331011	Transmission: Allison 4000EVS 6-speed	385
	w/o retarder, w/PTO provision. 5th generation. Emergency Vehicle only.	
	Includes shift control, transmission oil temperature gauge, oil level sensor	
	& heat exchanger. Transynd transmission fluid is standard on all Allison	
	1000, 2000, 3000 & 4000 series transmissions.	
	Driveline: 2 Dana 1810 heavy-duty 1 centerbearing	99
	*Heavy duty is 1810HD series.	
	Torque converter included w/Allison	C
	Transmission.	
	Pushbutton control center console mounted. Class 8 with Allison Transmission.	C
***************************************		
	J1939 Park Brake Auto Neutral	0
	Chassis will be fitted w/ LH transmission PTO.	0
	(Prevents ECU F/Interfering w/ PTO Only).	······································
Front Axle & E	Equipment	
	Meritor MFS20 Front Axle rated 20K	150
	3.5 in. drop, standard track.	
	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-46
	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	104
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Front Hubs Iron hub pilot 18,000 lbs.	80
	16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider	
	Wheelguards (5850002) with aluminum wheels.	
	ConMet PreSet Plus Hub package; front axle.	0
	Hubcap: front vented.	0
	Front Auto Slack Adjuster.	0
**************************************	Front Springs: Taperleaf 18K w/shock absorbers	184
	w/ maintenance-free elastomer spring pin bushings. Standard with rubber	
	pins. Not available on W900L.	
	Dual power steering gears: 20K TRW TAS65.	60
	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
	Front Frame Raised: 1/2 in.	0
Rear Axle & E	quipment	
	Dual Meritor RT46-160 rear axle rated at 46K.	534
	Tandem rear axles.	
	Rear Axle Ratio - 5.38.	O
	Dual Rear Brakes 16-1/2x7 in. to 46K;	C
	Bendix ES-extended service S-cam.	
***************************************	Dual Rear Brake Drums: cast.	. 0
	Dual Rear Hubs: Aluminum hub pilot 46K	0
	11-1/4 in. bolt circle.	
	ConMet PreSet Plus Hub package; dual rear axle.	0
71174444444444444444444444444444444444	Dual Rear axle automatic slack adjusters.	C
tidate-teachers and the same to the same t	Spring Brake: 3030 high output dual.	C
	Bendix 6S/6M anti-lock brake system w/ air	15
	traction control (ATC) and electronic stability program (ESP) for full truck.	
	Must code for additional body information.	
<del></del>	Interaxle driveline:1 Dana 1710 Series	0
	Tanker height less than 75 in. from top of frame	0

rail 573 Rear suspension: Tandem Hendrickson RT463 46K. 54 in. axle spacing. Steel beams & barpin bushing. 7.19 in. saddle height. Unladen Height: 12.5 in. Laden Height: 11.2 in. **Tires & Wheels** Front Tires: Bridgestone R249 315/80R 22.5 20PR 26 Rear tires: Bridgestone M799 11R22.5 16PR. 80 42 in. diameter, drive. 19.5 in. SLR. Code is priced per pair of tires. 0 **Rear Tire Quantity: 8** Front Wheel: Alcoa 89U64 22.5X9 AL -24 Ultra ONE Wheel. Rear Wheel: Alcoa 88367 22.5x8.25 aluminum with -176 Level One ITMI finish, hub-pilot mount, 7400 lb, maximum rating, Air disc brake compatible. Code is priced per pair of wheels. Single Front Axle: 2 Polished wheels. Polished 0 outboard surface of aluminum wheels. Dual Rear Axle: 4 Polished wheels. Polished 0 both surface of outer dual or single aluminum wheels. Rear Wheel/Rim Quantity: 8 0 Frame & Equipment Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in. 484 to 416 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. 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. 63 Bumper: Tapered chrome steel channel. Requires a bumper setting code. 0 48.5 in. Bumper setting. Requires a bumper code. Removable Front Tow Hooks: 2. 15 Front mudflaps. 0 0 **Custom Frame Layout: one chassis** -9 In-cab steel battery box: under rider seat or in stand alone box. Requires appropriate AGM battery code, which varies by model, and appropriate rider seat code be selected prior to entering the workscreen. Includes 1 battery disconnect switch. 0 In-Cab battery box location: Under rider seat. T470, C5, T6, T8 polished DPF/SCR or CNG cover 0 with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components. Rear mudflap arms: Betts B-25 standard-duty, 0 straight. Includes B1732 mounting brackets as standard. Rear mudflap shields: White plastic antisail w/ 0 Kenworth logo. ō Square end-of-frame w/o crossmember; non-towing. Fuel Tanks & Equip -15 Fuel Tank: 60 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck. 0 Small round DEF tank. 11 gallons of useable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel

	capacity of the vehicle and will accommodate two diesel fill-ups for every	
	DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	
	Fuel Tank Steps: 6in.wide upper & lower 1RH/1LH	16
	under round tank 24.5in. NFPA Compliant. Includes fuel tank crossbrace.	
	Polish only one aluminum tank.	0
	Polished cover for 1 DEF tank any size.	3
***************************************	Mechanical anti-roll channel for one tank.	6
***************************************	Polished stainless steel tank straps for 1 tank.	0
***************************************	Standard DEF to fuel fill ratio: 2:1 or greater.	0
<del> </del>	Anti-siphon device swaged in place.	0
	For any number of fuel tanks.	U
***************************************	DEF tank location is on the LH.	0
H	Location: 60 gal fuel tank LH under cab	0
<del></del>	Location. 60 gai ruei tank Eri unuei cab	U
Cab & Equipment		
	Cab: Curved Glass Conventional.	0
	Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum	_
	bulkhead doors & continuous stainless steel piano-style door hinges.	
	Single electric horn standard. Incandescent exterior lights include	
	diagnosable bulb detection and warning. Trailer cable on tractors includes	
	integrity detection. Standard features include multiplex wiring for interior	
	lights, automated pre-trip inspection, short and open check diagnostics.	
	Warning alarm will sound when lights are left on.	
Joseph Marie Company of the Company	Cab door bearing blocks, top & bottom.	0
***************************************	Hood: Sloped Metton Hood W/ Grille & Shell Use	0
	For T800B 1-Piece Requires Engine Mounted Air Cleaner, 1440 Square	-
	In. Radiator & 2007+ Engines.	
The state of the s	Cab heater: W/integral defrosters & A/C 45,000	0
	btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control.	•
	T660 include filter media.	
**************************************	One ball valve for primary heater(s). For	2
	chassis w/o auxiliary heater.	_
Participation of the Control of the	Steering wheel: 18 in. 4-spoke.	0
	Adjustable telescoping tilt steering column.	10
**************************************	Four position ignition switch, keyless.	0
	Available for fire truck service & EMT/emergency service only.	U
Market and the second s	One spare switch: Wired to power.	
Market property of the control of th		0
	30 Amp Power Lead With Ground. Wired Through	0
	Accessory To Behind Rider Seat.	
	KW Driver Information Center: Includes fuel	0
	economy, RPM display, trip information, truck information, diagnostics,	•
*	gear display, alarm clock.	
	Instrument package: Includes speedometer,	0
	tachometer, fuel gauge, engine coolant temperature gauge, engine oil	
ı	pressure, voltmeter. Class 8 also includes primary & secondary air	
	reservoir gauges & an air application gauge. DEF level gauge and warning	
	lamp are included with 2010+ engines. Engine hour meter and outside air	
	temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	
***************************************		
	Cab interior: Splendor. Includes smooth	0
	upholstered side & back panels w/stitched accent lines, upholstered door	
- Sententian programme and the sentential se	pads, full vinyl headliner, black dash panels & black rubber floormats.	
***************************************	Interior color: Slate Gray w/trim Dark Slate Gray	0
	Driver seat: Kenworth Air cushion Plus HB Mordura	0
	Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-	
	23 degree recline, air suspension with cover, dual armrests, and single	
	chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position	

tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts. Rider seat: Kenworth Plus battery box HB Mordura. -35 Standard features include fixed base and backrest, fixed seat base and backrest, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3point matching seat belts. Grey seat belts. NFPA Compliance Kit: Includes seat occupancy 60 sensors. Seat belt switches, VDR & seat sensor harness, reflective labels, and a second copy of operators manual. Seat color: Dark Slate Grav. 0 Driver & Rider Seat Belts:Red,NFPA,Includes Bench 0 Replaces Standard Seat Belts. Kenworth Radio with AM/FM/WB/USB and Bluetooth Ō Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only. Non-self cancelling turn signal: W/column-mounted 0 headlight dimmer switch & intermittent wiper control. Electric LH & RH door locks. 0 Kenworth TruckTech+ 0 The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Kenworths with an MX engine. Long grabhandle RH side of cab. 0 0 Long grabhandle LH side of cab. Grabhandle: LH inside door frame above dash. 0 Grabhandle: RH inside door frame above dash. 0 Daylite Door: LH/RH includes RH peeper window 0 Single air horn under cab. 0 Look-Down, Pass. Door, Stainless 8.5x4.4 0 Mirror: Dual Kenworth aerodynamic heated 26 motorized 7 in. x 13 in. mirrors. Mirror shell painted cab color, mirror arms black. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8-1/2 ft load width. Switch located on door pad. Electric-powered LH & RH door window lifts. 0 Switch located on door. Solid rear wall. Deletes rear cab window. -8 0 One-piece windshield, w/ curved glass. Exterior aerodynamic sunvisor w/ integral marker lights. 2 in. rubber wheelwell fender extension. 8 **Lights & Instruments** Headlamps: Dual Rectangular, extended life 0 Marker Lights: Five aerodynamic, LED mounted in 0 Turn Signal Lights: LED, mounted on fender 0 LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate. Daytime Running Lamps. Ō Marker Lights: Interrupter Switch. 0

	Included in Turn Signal For Dash.	All Models Excep	t T3. The T3 Switch Is In T	<sup>-</sup> he
***************************************	LH & RH Courtesy Lamp	s: On upper sl	kirt to light	(
	up steps.		<b></b>	·
***************************************	Junction Box: Mounted	Behind Cab or	Sleeper	***************************************
	Not Mounted at End of Fran	ne.	-	
	Circuit Breakers: Replac	ing fuses. Doe	s not	(
	apply to any 5-amp fuse box			
	lamp, high & low beams, ma			es,
**************************************	air dryer, HVAC controls, pa	inel lamps. Some	circuits will remain fuses.	***************************************
Air Equipment				
	Air Dryer Bendix AD-IS	neated Puragua	ard	(
***************************************	Moisture ejection valve			(
***************************************	Nylon air tubing in fram	······································		(
	subject to excessive heat or	flexing.		
				. <
Extended Warrant	•			,
	Standard Warranty.	***************************************	The control of the second seco	
Miscellaneous				
	Ship to Dealer.			(
	GHG Secondary Manufa	cturer: Does No	ot Apply	(
	Additional lead time req	~~~		(
	or specialty component truc	k.		
Paint	Daint a alan mumban			,
	Paint color number. N97020 A - Z9990	UNPUBLISHE	ם ה	(
	N97200 FRAME N000		JF	
	Bumper Unpainted	DEMOR		
***************************************	Day Cab Standard Paint			
	1 - Color Paint - Day Cal			
	Color will be White if no other		d.	
	Non-standard paint cold	r.	<del>Market -                                   </del>	
#	Base coat/clear coat.	***************************************		(
	The Kenworth Color Selecto	or contains additio	nal instructions, as well as	3
	information on Kenworth pa	int guidelines and	surface finish applications	S.
	Kenworth is standard with D	upont Imron Elite	paint.	
Total Weight				18161 lk
	Prices and Specificati	ons Subject to	Change Without Notice	<b>e</b> .
<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	Unpublished op	otions may require	review/approval.	
Dimensiona	I and performance data for unpu			d in PROSPECTOR.
Printed:	7/31/2017 9:20:35 AM	Complete	Model Number:	T800 Series Conventional
Effective Date:	Jul 1, 2017	•	Quote/DTPO/CO:	Q15445211
Ellocato Dato.	,		addiction by 11 Crock.	Q.0.1021

#### WARRANTY

US Tanker Co., Delavan, Wisconsin warrants the new fire apparatus to be free from manufacturing defects in material and workmanship.

Thirty (30) year warranty on the stainless steel frame and body assembly against full perforation as a result of rust or corrosion and failure of structural integrity due to manufacturing defects in material and workmanship.

Ten (10) year warranty on the stainless steel plumbing against full perforation as a result of rust or corrosion and failure of structural integrity due to manufacturing defects in material and workmanship.

Three (3) year warranty on the exterior paint and finish against blistering, peeling or bubbling arising from manufacturing defects in material or workmanship. In addition the exterior paint shall be warranted against corrosion perforation for a prorated period of ten (10) years.

Two (2) year warranty on any item not mentioned above.

US Tanker Co., obligation under this warranty is strictly limited to the repair or replacement, at the discretion of the company, of those components which upon examination by us, prove to be defective and not a result of misuse. Authorization from the company is necessary prior to any warranty work being started. All components must be returned to our factory, freight prepaid, within their specific warranty period.

The warranty is only valid if the apparatus is still owned by the original owner and is being used for the original anticipated end use and has not been repaired or altered outside the company's factory.

The warranty does not cover;

Normal maintenance services, adjustments or consumables which are required either in the operations or maintenance of the apparatus.

Any loss of time or use of the apparatus, inconvenience, loss or damage, whether direct or indirect, incidental, consequential or otherwise arising out of an alleged defect or failure of a component.

Any component parts or trade accessories, such as chassis, engine, tires, pumps, tanks, valves, signaling devices, batteries, radios, electric lights, bulbs, alternators, and all other installed equipment and accessories which are warranted separately by their respective manufacturers.

Any failures as a result of the introduction into or onto the apparatus of chemicals or exposure to excessive heat which may adversely react with the material and cause pitting, corrosion, blistering, peeling or bubbling.

This warranty is in lieu of all warranties, expressed or implied, or all other representations made to the purchaser, and all other obligations or liabilities, including liability for incidental or consequential damages on the part of US Tanker Co. This warranty contains the entire warranty. It is the sole warranty and all agreements or representations, whether oral or written, are either merged herein or expressly canceled. We neither assume nor authorize any person supposing to act on our behalf, to modify, extend or waive any provision of this Warranty, to assume any liability on our behalf other than as set forth in this Warranty, or to make any representation or warranty concerning the merchantability of our products.

#### WARRANTY

**APR Plastic Fabricating, Inc.,** hereinafter referred to as **Seller**, warrants that these goods manufactured and sold by **Seller** will be free from defects in material and workmanship for a period of time equal to the service life of the original vehicle in which they were installed **(one year maximum outside North America)**. For this warranty to have full effect, the vehicle must be in active service (for its designed purpose) at the time any defect is discovered.

This warranty is transferable (subject to the approval of the **Seller**) within North America by written notification of **Seller** within thirty (30) days of vehicle transfer date.

**Seller's** obligation under this warranty is solely limited to repairing or replacing, at **Seller's** option, F.O.B. manufacturing plant, any part of the goods found to be defective within the warranty period. Reasonable costs to remove and reinstall defective product incurred by vehicle manufacturer, or its specific assigns, will be payable by **Seller**. **Costs for travel outside North America will not be covered under this warranty.** 

This warranty is conditioned upon receipt by **Seller** of prompt notice of the claimed defect, including a description of the defect and of its discovery, substantiating photographs, and an opportunity made for **Seller** (or its assigned agents) to inspect the goods in the buyer's or end user's facility. Notification must be made in writing or by calling Toll Free 1-800-352-8265. **Seller** will dispatch a repair technician within **48** hours of notification in the event the vehicle has been rendered out-of-service (**Response time only valid in North America**). Seller will send a repair technician to arrive at a mutually satisfactory time if the vehicle is still in service. Product must be identifiable by serial number for this warranty to be effective.

This warranty does not apply to goods damaged by misuse, neglect, accident, or physical damage to goods that have been improperly applied. This warranty does not apply to the costs of installation, reinstallation, normal operation, or normal maintenance of any warranted goods.

Installation or modification (subsequent to initial sale) performed by Seller will be covered under separate warranty.

Any alteration of warranted goods by persons other than Seller, or its specific assigns, will void warranty.

Seller makes no additional warranties, either express or implied, as to any of the goods sold and in particular Seller makes no other warranties of merchantability or fitness for any particular purpose.

In no event shall **Seller** be liable for failure of the goods to comply with any federal, state or local laws or for incidental or consequential damages including loss of profits, or any other type of damage which may be caused in whole or in part by any failure, defect or other problem of the goods sold by seller.

#### **WATER TANK**

The tank shall have a minimum capacity of 3000 U.S. gallons and be covered by a Lifetime warranty from the tank manufacturer. The tank shall be of a specified configuration, and so designed to be completely independent of the compartment and/or fender modules. When placed on the chassis the tank should meet or exceed all federal DOT regulations regarding weight distribution, axle loading and horizontal and vertical center of gravity locations.

#### TANK CONSTRUCTION AND MOUNTING

The tank shall be constructed using a virgin, stress-relieved, high-impact copolymer polypropylene with a thickness of 3/4" for the outside walls and base and minimum 1/2" for the remainder.

All joints and seems shall be welded and tested for maximum strength and integrity. All swash partitions shall interlock and be welded to each other as well as to the walls of the tank. This forms a "containment" style baffling

system that meets the current NFPA 1901 and provides the most effective form of water surge control for improved safety.

The tank shall incorporate a manual fill tower with a 6" combination vent/overflow pipe. The fill tower shall be constructed of polypropylene and shall be large enough to provide filling by means of a conventional 2-1/2" hose nozzle. The tower shall be located near the front of the tank, streetside. The tower shall have a removable polypropylene screen and a polypropylene hinged type cover.

The 6" diameter vent/overflow pipe shall run through the tank, from the fill tower and exit through the floor of the tank behind the rear axle. This location will not interfere with water flow during dump operations and will minimize traction loss of the rear wheels.

The tank covers shall be constructed of high-impact copolymer polypropylene with a minimum thickness of 1/2". The tank cover shall incorporate a minimum of two (2) lifting lugs, for use with the tank empty only, consisting of 2" copolymer dowels. The dowels shall be drills and tapped to accommodate lifting eyes with a minimum security factor of 3 to 1. The lifting dowels shall be welded to the internal partitions and extend through the covers to assist in minimizing cover flex during normal operations.

There shall be one (1) sump included with the tank which shall incorporate an anti-swirl device. The sump shall be constructed of high-impact copolymer polypropylene and be located in the front quarter of the tank (unless otherwise specified by the purchaser under Special Provisions).

Tank connections will be provided to meet the purchaser's specifications. The tank clean-out/drain shall be a minimum 3" N.P.T. coupling in the sump floor; and the tank fill line(s) shall be as specified later in this document. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank. All auxiliary outlets and inlets must meet the current NFPA recommended guidelines in effect at the time of manufacture.

The tank shall incorporate mounting blocks welded into the floor. These blocks shall be engineered and positioned to restrain the tank in the subframe.

The tank shall be mounted to the truck chassis utilizing the structural tubular <u>stainless steel</u> body framework. Captive mounting brackets adequately sized for the tank shall be provided to attach the tank to the framework utilizing a cushioned isolator for positive and negative vertical retention. The sub frame will be separated from the chassis frame by a 1" x 3" solid sill cushion of 60 D (durometer) hardness rubber isolator, and attached to the chassis frame using a minimum of six (6) tie downs. The two front and rear tie downs will be "springer" assemblies and the center tie downs shall be firm (no exceptions). All tie down bolts shall be a minimum, 5/8" grade 8 bolts.

#### **ADDITIONAL 6" VENT/OVERFLOW**

An additional 6" diameter vent/overflow pipe shall be provided and shall run through the tank, from the fill tower and exit through the floor of the tank behind the rear axle. This location will not interfere with water flow during dump operations and will minimize traction loss of the rear wheels. The additional vent/overflow system enhances tank fill and dump times for optimum operational functionality.

#### **REAR DUMP SYSTEM**

One (1) #1070-34 electric actuated stainless steel 10" Newton quick dump will be provided at the rear center of the water tank and equipped with a 14" polished stainless steel flip chute. The rear dump manifold (fabricated from same material as tank) shall be sumped below the bottom edge of the tank to provide 100% of water usage and enhance the flow of the water. Controls for this dump will be located at the rear of the apparatus. The mounting of the controls shall be designed to prevent accidental activation.

#### SIDE DUMP SYSTEM

Two (2) 10" electric Newton dump valves shall be provided, one (1) each side, aft of the rear wheels. They shall be bolted to sumped tank flanges which are fully welded on the interior and exterior of the tank. The side dumps shall have automatic telescoping stainless steel extension chutes. Each chute shall be wired into the "Hazard Light" feature. Electric over air controls for the activation of the dump valves shall be located at the rear of the apparatus. The mounting of the controls shall be designed to prevent accidental activation.

A brushed finish, polished stainless steel bevel edge door will be provided on each side dump for both added safety and aesthetics.

#### **CAB DUMP CONTROLS**

In addition to the controls for the dumps at the rear of the apparatus body, another full set of dump controls shall be installed in the chassis cab.

#### **REAR FILL (2-1/2")**

One (1) 2-1/2" stainless steel fill line shall be installed at the rear of the unit. It will be located on the curbside of the rear dump assembly and installed in the rear head. It shall be equipped with an Akron #8825-P1S-FE3SS-TSC, 2-1/2", 1/4 turn, ball valve with 2-1/2" NSTF swivel, chrome plug with chain and individual 1/4-turn drain valve.

#### **APPARATUS BODY AND CONSTRUCTION**

The entire body is designed to be independent of the chassis frame and water tank so it can be removed at some later date if required. A body sub-framework will be built and tied down to the chassis frame. The body sections will be welded to the sub-frame forming a single integrated unit that is engineered to withstand the demands of the Fire Service.

The body side panels and catwalks will be 14 gauge stainless steel attached to the subframe by stainless steel tig welding. The side panels will contour around the rear wheels in such a manner to give a pleasing appearance.

Wheel well liners of 3/16" thick vacuum formed ABS composite will be incorporated into the side panels. They will be full depth and height and form a complete seal with the outside skirting. They will be mounted by use of 1/4" stainless steel bolts with lock washers drilled and tapped into stainless steel mounting brackets.

The rear end panel will be welded to the side panels and bolted to the rear subframe cross member using stainless steel 3/8" bolts.

#### FENDERETTES (STAINLESS STEEL)

Polished stainless steel fenderettes are to be installed around the wheel well openings using a black reinforced vinyl trim and 1/4" stainless steel bolts with lock washers drilled and tapped into the body.

#### **LADDER FOR TANK**

A ladder will be installed at the rear of the apparatus (streetside) from the rear platform to allow access to the top of the tank.

#### **REAR MID-STEP**

A step approximately 12" deep and full width of the tank will be fabricated with open grip grating and installed at the rear of the tank, above the rear dump system. Access to the step will be via a ladder from the rear tailboard platform.

A Tecniq model E10 LED step light shall be provided and installed on the right side of the mid-step. The light will be activated with the park brake switch.

#### **REAR PLATFORM**

A 24" rear platform will be furnished and will be integral to the body construction. It will be equipped with open grip grating. It will have beavertail supports on the ends, of not less than 2" angle and cross bracing of 2" channel. Mirror finish stainless trim protectors will be provided on the rearmost edge of each beavertail support.

#### **HOSE BED**

A hose bed shall be provided above the water tank. It shall be smooth and free of all projections which might interfere with hose loading and unloading. The walls of the hose bed will be 13" high. The hose bed floor will consist of black poly strips, spaced to allow ventilation.

The exterior of the hose bed shall be painted the same color as the body assembly with the inside walls left a natural finish.

#### **HOSE BED DIVIDER**

One (1) hose bed divider will be provided. The divider will be manufactured from 3/4" polypropylene. The rear end of the divider will be finished with a radius to provide a pleasing appearance and eliminate sharp edges.

#### **HOSE BED COVER**

A red vinyl hose bed cover with weighted rear flap shall be provided and installed. To prevent the cover being removed by wind, the leading edge will be folded over the front wall of the hose bed and held with 1/4 turn retainers. 1/4 turn retainers will also hold the sides in position.

#### **HOSE BED HANDRAIL**

One (1) NFPA non-slip horizontal handrail shall be installed below the hose bed. The handrail will be secured against rotation in matching chrome-plated stanchions with a third stanchion installed at the center for additional stability. All three (3) stanchions shall be mounted on molded rubber gaskets and fastened to the apparatus with stainless steel bolts and nylon lock nuts.

#### **COMPARTMENTATION**

One (1) compartment (L1) of 14 gauge stainless steel will be installed on the streetside side of the body, in front of the rear wheels. The approximate inside dimensions will be 26" deep x 36-5/8" high X 54" wide.

One (1) compartment (L2) of 14 gauge stainless steel will be installed on the streetside side of the body, between the compartment L1 and in front of the rear wheels. The approximate inside dimensions will be 26" deep X 36-5/8" high X 24" wide.

One (1) compartment (R1) of 14 gauge stainless steel will be installed on the curbside side of the body, in front of the rear wheels. The approximate inside dimensions will be 26" deep X 36-5/8" high X 54" wide.

One (1) compartment (R2) of 16 gauge stainless steel will be installed on the curbside side of the body, between compartment R1 and in front of the rear wheels. The approximate inside dimensions will be 26" deep X 36-5/8" high X 24" wide.

The compartments will be "sweep out" design and assembled by use of stainless steel welding. They will be fully welded on the seams to assure a nice fit and to keep the elements from entering.

Each compartment shall be properly vented.

#### **COMPARTMENT SUPPORTS:**

The compartments shall be supported on both ends and from underneath. Brackets from 2" X 2" stainless steel tubing will be fabricated and welded to the body framework. A 2" X 2" stainless steel tube crossmember will be welded between the brackets and bolted to the floor of the compartment. The front side will be fixed to the body frame by means of a tig welded bracket and the rear will be bolted to an extended frame crossmember.

#### **COMPARTMENT DOORS**

Compartment doors are specially engineered to be sturdy and rigid while having a pleasing appearance and conserving weight. 16 gauge stainless steel is formed into a pan design with all four sides bent inwards at two 90 degree angles into channels for strength and rigidity. The inner surface will be 16 gauge stainless steel with a #4 satin finish. The doors will be insulated, and drainage holes placed in the lower edge. All machined edges will be ground down and finished to give a pleasing appearance.

Compartment doors will pivot on full length 2" polished stainless steel continuous hinge with a pin diameter of not less than .250 inches. It shall be screwed to the compartment by use of stainless steel 10-24 screws.

Door handle latch assembly will be a ALH79L stainless steel revolvable bent "D" ring assembly.

Door locking mechanism will be an Eberhard 3-106 slam type rotary latch assembly. The locking mechanism will be fully enclosed between the outer door and the removable inner pan and not be exposed to the elements or possible damage.

Each compartment door will be equipped with a 5-EZ-15 stainless steel door check. This door check shall hold the door in an open position, act as a cushion to absorb excessive strain on the hinges and assist in closing the door once it has passed beyond mid point.

Each compartment will be fitted with a closed cell rubber seal fastened to the door frame to provide an air cell for sealing pressure between the door assembly and the compartment.

The free door of any two (2) door compartment will be latched on the inside of the closing door.

#### **ADJUSTABLE SHELVES**

Two (2) 3/16" aluminum adjustable shelves shall be provided and installed in compartments specified below. The shelves shall be able to be adjusted the entire height of the compartments and shall have a minimum 2" high sides. They shall be mounted to stainless steel uni-strut "c" channel which is securely fastened to the compartment walls.

Shelf Location:

(1) - L1

(1) - R1

#### COMPARTMENTATION

Three (3) highside compartments (L3, L4, L5) of 1/2" polypropylene will be installed on the streetside of the tank. The approximate inside dimensions will be 13" deep X 35" high X 71-7/8" wide.

The compartments will be "sweep out" design. They will be fully welded on the seams to assure a nice fit and to keep elements from entering.

#### **HIGHSIDE COMPARTMENT DOORS**

The highside compartments will have horizontally hinged polypropylene doors with the hinge on the topside.

Compartment doors will pivot on full length 2" polished stainless steel continuous hinge with a pin diameter of not less than .250 inches. It shall be screwed to the compartment by use of stainless steel 10-24 screws.

Door locking mechanism will be an Eberhard 3-106 slam type rotary latch assembly. The locking mechanism will be fully enclosed between the outer door and the removable inner skin and will not be exposed to the elements or possible external damage. The door handle will be a 79-LSS stainless steel revolvable bent "D" ring assembly.

Each horizontally hinged door will have two (2) gas charged lifts to hold the door in the open position.

Each compartment will be fitted with a rubber seal fastened to the door frame to provide a weather tight seal between the door and the compartment.

#### **COMPARTMENT DECKING**

Black "Turtle Tile" decking shall be installed in each compartment.

#### **COMPARTMENT DECKING EDGE**

The "Turtle Tile" decking shall have a 2" deep black tapered edge between the compartment door and the front edge of the decking. This will allow equipment to be easily removed and put back without catching the edge.

#### HARD HOSE COMPARTMENTS

One (1) hard suction hose compartment shall be provided under each catwalk. Each compartment shall be of sufficient size to accommodate one (1) 6" X 10' section of hard suction hose. The compartments shall be integral of the body construction, shall be enclosed on all four (4) sides and so designed as to permit rear removal of the hose. Each hose compartment shall have a polished 12 gauge stainless steel door equipped with a raised trigger adjustable lever latch. The doors shall be wired into the hazard warning light.

#### **FOLDING STEPS**

Two (2) lighted heavy-duty, folding helper steps shall be provided on the front face of the driver's side and passenger side compartments. The steps shall have a minimum 42 square inch serrated stepping surface. The steps shall be fastened with stainless steel bolts with nylon lock nuts and reinforced with backing plates.

#### **ZICO PORTA-TANK RACK**

One (1) Zico portable tank "Quick Lift System" shall be installed on the apparatus and shall be of the electric actuated tilt down style. It shall be mounted on top of the curbside skirting. The tank rack shall be sized to accept a "3000" gallon Fol-Da-Tank.

A weatherproof momentary contact switch control shall be mounted in a suitable location which shall provide the operator full travel view of the portable tank to and/or from, the stored position.

The Zico rack system shall be tied into the "hazard light" system to prevent the portable tank rack from deploying if an open door, side dump valve, etc., would create a conflict or hazard and to activate the "hazard light" warning system if the rack is in the "deployed" position and the parking brake is released.

Per NFPA standard #1901 recommendations, the portable tank rack shall be provided with front and rear mounted flashing warning lights that will flash when the rack is moving and in the "deployed" position. A reflective stripe shall be positioned at each end of the rack.

#### **PAINTED ALUMINUM COVER**

A .090" aluminum cover shall be fabricated and installed on the outside of the Zico porta-tank rack. It will be painted to match the body color.

#### **BODY COSMETICS**

The area above the storage compartments and body skirting will be clad with embossed aluminum NFPA diamond plate. The outer edge will be broke twice. Once at a downward angle of 90 degrees in order to protect the outer compartment edges, and then broke out at approximately 45 degrees to serve as a drip rail for the compartments.

The front outer face of the compartments shall be clad with polished aluminum diamond plate.

All tread plate used will be fastened with stainless steel screws and treated with anti-corrosion dispersion.

A 1/4" X 2" #4 finished polished stainless steel rub rail shall be installed along the bottom of the compartments and skirting on both sides. The rub rail shall have chamfered edges for increased appeal, style, and cleanability. The rub rail shall have tapered ends at the front and rear of the apparatus body and at the wheel well openings. The rub rail shall be fastened with stainless steel bolts and held away from the body with rubber spacers. It shall be easily removable if replacement becomes necessary.

Any designated horizontal standing or walking surface higher than 48" from the ground and not guarded by a railing, or structure at least 12" high shall have a "safety yellow line" marking the outside perimeter of the designated standing or walking surface area. Yellow reflective SCENEdots shall be used to create the line along the outside edges of standing an walking surfaces. Steps and ladders shall not be required to have the yellow line.

#### **PAINT PROCEDURE**

All metal surfaces on the apparatus body shall be cleaned and prepared for painting. Every imperfection shall be removed or filled and then the entire surface(s) that are to be painted shall be etched and sanded smooth. All seams shall be sealed before painting.

To ensure proper adhesion of the coatings to the stainless steel it shall be chemically cleaned to remove all dirt, oil, grease and metal oxides.

A two (2) part epoxy primer/surfacer shall be applied to the cleaned metal surfaces to provide a strong corrosion resistant base coat and to smooth out the surface(s).

The primer coats shall be sanded to an extremely smooth finish before the sealer coat and paint are applied.

Before painting, the entire area that is to be painted shall be tacked off to remove any and all dust particles. Acrylic urethane paint is then applied in multiple coats until uniform color coverage is achieved, followed by two (2) coats of urethane clear.

After drying, the entire painted surface(s) shall be wet sanded to remove any imperfections in clear coat and machine buffed for a smooth and pleasing appearance.

All removable items such as compartment doors, hinges, trim, bracketry, etc., shall be removed and painted separately to insure complete paint coverage behind all mounted items.

: Roll-up doors are not to be painted and shall remain a natural aluminum finish, unless called out in the roll-up door section.

All trim pieces mounted to the apparatus shall be de-burred to eliminate any sharp cutting edges.

The insides of the compartments, rear end panel and the tank shall not be painted, but the exterior of the apparatus body (sides) shall be painted the same color as the chassis. The interior of the cabinets and rear end panel will be a polished #4 satin finish.

#### **CHASSIS PAINT - SINGLE COLOR**

The chassis color shall be a solid single color painted by the chassis manufacturer.

#### **EXTERIOR FINISH**

The four exterior sides of the tank will be painted according to the tank manufacturer's recommended procedure to match the body and cab. The top will be left as black polypropylene.

#### **TOUCH-UP PAINT & ASSORTED FASTENERS**

A two (2) ounce container with applicator brush of touch-up paint shall be supplied for each color of the finished apparatus body color. This touch-up paint shall be delivered with the apparatus at the time of delivery and include the paint make and number for future reference.

A bag of assorted stainless steel fasteners used in the construction of the apparatus shall be provided to the purchaser at the time of delivery and acceptance of the completed apparatus.

#### **ANTI-CORROSION PROTECTION**

The design of the apparatus body is such that the association of different metals is minimized. Where it is unavoidable an anti-corrosion coating is used between the two metals.

The anti-corrosion material is a dispersion of metallic zinc in a mobile vehicle designed to prevent corrosion caused by electrolysis between the two metals.

When stainless steel screws pass through aluminum they will be treated with the anti-corrosion coating to prevent the onset of electrolysis.

#### **NFPA STRIPING**

In accordance with the guidelines of NFPA Pamphlet #1901-2016 edition, a retroreflective stripe(s) shall be affixed to at least 50% of the cab and body length on each side (excluding pump panel areas), and at least 25% of the width of the front of the apparatus.

The striping shall be 1"-4"-1" wide with a 1" space between stripes.

Reflective striping shall also be applied on the inside of the chassis cab doors.

#### NFPA STRIPING COLOR

The reflective stripe(s) shall be WHITE in color.

#### **CHEVRON STRIPING**

Chevron striping shall be provided and installed at the rear of the apparatus, lower body panel only. Striping will be 6" wide red/fluorescent yellow green diamond grade reflective and installed in an inverted "V" pattern.

#### **LETTERING**

The apparatus shall be lettered with up to sixty (60) 3" high 22kt SignGold style lettering with black outline and shadow. The lettering shall be of a style and script comparable to the department's existing apparatus.

#### **CHASSIS MODIFICATIONS**

If chassis cab is equipped with an ignition key it shall be permanently attached to the chassis cab dash per N.F.P.A. codes.

All NFPA pamphlet #1901-2016 warning and information placards shall be provided and installed.

#### WHEEL DRESS-UP KIT

Stainless steel high hats and lug nut covers shall be installed on chassis wheels.

#### **TIRE PRESSURE INDICATORS**

There shall be a RealWheels LED AirGuard® visual tire pressure indicator at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

#### **EXHAUST MODIFICATIONS (FACTORY)**

The chassis exhaust system shall be left as it comes from the chassis manufacturer.

#### MUD FLAPS

Black rubber mud flaps, with Manufacturer's logo, shall be provided and installed behind the rear wheels.

#### **FUEL TANK ENCLOSURE**

The fuel tank and entrance steps shall be left as they came from the chassis manufacturer.

#### **PASSENGER SIDE ENTRANCE STEPS**

The entrance steps and area beneath the passenger door shall be left as it comes from the chassis manufacturer.

#### **TOW EYE**

A 3/4" x 6" single painted rear tow eye will be installed at the rear of the unit, under the rear dump and attached directly to the chassis frame. It shall be surrounded by a rubber boot and trimmed with a 16 gauge stainless steel frame assembly.

#### **ELECTRICAL SYSTEM**

Wiring harnesses shall be the automotive type, engineered specifically for the builder's apparatus, and shall meet the following criteria. Under no circumstances shall diodes, resistors, or fusible links be located within the wiring harness. All such components shall be located in an easy to access wiring junction box or the main circuit breaker area. All wiring shall meet white book, baseline advanced design transit coach specification and Society of Automotive Engineers recommended practices. It shall be stranded copper wire core with cross linked polyethylene insulation complying with SAE specification J1128. Each wire shall be hot stamp function coded every three inches starting one inch from the end and continuing throughout the entire harness. In addition to function coding, each wire shall be number, color, and gauge coded.

Wire harnesses shall be wrapped with a high abrasion and chemical resistant thermoplastic polyester elastomer coated polyester yarn for braiding constructions of electrical wiring systems. The braid yarn shall have a minimum tensile strength of 15 lbs. before breaking and have a maximum of 20% elongation before breaking. Temperature properties for the yarn shall range from a minimum 280°F (138°C) service temperature to a maximum -112°F (-80°C) brittleness temperature with a cold flex tolerance of at least -49°F (-45°C).

Harnesses shall be modular in design; a main harness system subdivided into several smaller sub-harnesses. The harness subsections shall be connected using Deutsch branded, heavy duty, environmentally sealed, connectors with silicone seals and a rear insertion/removal contact system. For isolation of electrical "zones" the harness subsections shall consist of a main harness, a pump harness with a separate pump gauge panel harness, a left body harness with a separate right compartment harness, and a rear body harness with two separate rear compartment harnesses.

The main harness and three body harnesses shall interconnect at a central, easy to reach location and their connectors shall not be obstructed by other harnesses or fuel/air lines. In addition, the main and body harness connectors shall be color coded for ease of identification with their respective colors noted on the accompanying electrical diagrams.

Where connectors are not provided by the electrical component manufacturer, all 12 volt lights and other electrical components (excluding rocker and toggle switches) shall connect to the harnesses using Deutsch brand connectors; butt connectors are considered unacceptable.

All Deutsch connectors shall meet the following criteria:

- All connectors shall have a minimum IP67 rating.
- Temperature range from -67°F (-55°C) to 257°F (125°C) continuous at rated current.
- Only solid contacts will be used. Stamped and formed contacts are unacceptable.
- All contacts shall be soldered unless a crimping tool or machine is used that gives an even and precise pressure for the terminal being used.
- All contacts shall be pull-tested to insure their integrity.

#### V-MUX ELECTRICAL MANAGEMENT SYSTEM

The apparatus shall be equipped with a V-MUX Multiplex System. There are several key benefits to multiplexing, one is to reduce the number of connections in a vehicles electrical system, because of this it is important to limit the amount of modules that control certain functions of the vehicle.

#### Outputs:

The outputs shall perform all the following items without added modules to perform any of the tasks:

- Load Shedding: The System shall have the capability to Load Shed with 8 levels any output. This means you can specify which outputs (barring NFPA restrictions) you would like Load Shed. Level 1 12.9v, Level 2 12.5V, Level 3 12.1V, Level 4 11.7V, Level 5 11.3V, Level 6 10.9V, Level 7 10.5, Level 8 10.1. Unlike conventional load shedding devices you can assign a level to any or all outputs. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- 2. Load Sequencing: The System shall be able to sequence from 0 8 levels any output. With 0 being no delay and 1 being a 1 second delay, 2 being a 2 second delay and so on. Sequencing reduces the amount of voltage spikes and drops on your vehicle, and can help limit damage to your charging system. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- 3. Output Device: The System shall have solid-state output devices. Each solid-state output shall be a MOS-FET (Metal Oxide Semiconductor Field Effect Transistors); MOS-FETs are solid-state devices with no moving parts to wear out. A typical relay when loaded to spec has a life of 100,000 cycles. The life of a FET is more than 100 times that of a relay. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- 4. Flashing Outputs: The System shall be able to flash any output in either A or B phase, and logic is used to shut down needed outputs in park, or any one of several combined interlocks. The flash rate can be selected at either 80, or 160 FPM. This means any light can be specified with a multiplex truck with no need to add flashers. Flashing outputs can also be used to warn of problems. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- 5. PWM: The modules shall have the ability to PWM at some outputs so that a Headlight PWM module is not needed. No add-on modules shall be acceptable; the module with the outputs must perform this function.
- 6. Diagnostics: An output shall be able to detect either a short or open circuit.

#### Inputs:

- 1. The inputs shall have the ability to switch by a ground or battery signal.
- 2. The inputs shall be filtered for noise suppression via hardware and software so that RF or dirty power will not trick an input into changing its status.

#### System Network:

The Multiplex system shall contain a Peer-to-Peer network. A Master Slave Type network is not suitable for the Fire/Rescue industry. A Peer-to-Peer network means that all the modules are equal on the network; a Master is not needed to tell other nodes when to talk.

#### System Reliability:

The Multiplex system shall be able to perform in extreme temperature conditions, from -40° to +85° C (-40° to +185° F.) The system shall be sealed against the environment, moisture, humidity, salt or fluids such as diesel fuel, motor

oil or brake fluid. The enclosures shall be rugged to withstand being mounted in various locations or compartments around the vehicle. The modules shall be protected from over voltage and reverse polarity.

The electrical system will incorporate a master disconnect switch which will be mounted separately from the switch panel (next to the driver's seat). A green battery indicator light will be provided in the chassis cab visible to the driver to indicate when it is in the "on" position. When "off" the batteries will remain connected to the starter but all the power will be off to the rest of the unit.

All electrical and electronic components shall be selected and installed to minimize electrical loads and comply with NFPA #1901 (2016 revision) standards along with testing procedures as described below:

#### **VEHICLE DATA RECORDER**

The apparatus shall be equipped with a Weldon, Vehicle Data Recorder (VDR) that collects essential data for department training needs.

#### PRODUCT FEATURES:

- Recorded Data Includes: Vehicle Speed, Acceleration, Deceleration, Engine Speed, Engine Throttle Position, ABS Event, Seat Occupied Status, Seat Belt Status, Master Optical Warning Switch, Park Brake, Service Brake, Time, Date and Engine Hours.
- · Password Protected by the customer
- Six (6) seat position inputs for occupied and belts buckled. Additional six (6) seat expansion module available (p/n 6020-0000-00)
- Easily interfaces with traditional wiring, V-MUX™ or other multiplexing systems
- Data is extracted by a standard, mini USB cable
- Use in conjunction with the Occupant Restraint Indicator or V-MUX™ multiplex system

#### **SEAT BELT WARNING SYSTEM**

The apparatus shall be equipped with a Weldon, Occupant Restraint Indicator system to alert driver and officer where restraints of occupied seats are properly fastened keeping personnel safe.

#### PRODUCT FEATURES:

- · Low profile, compact size
- Supports commercial and custom cab seating layouts; up to 12 seats
- Dimming feature adjusts indicator intensity to synchronize with dash lights
- Built-in audible alarm
- · Standard 4 year warranty
- Use in conjunction with Vehicle Data Recorder (VDR)

#### **CAB CONSOLE**

One (1) electrical console shall be fabricated and installed between the two (2) front seats. It shall be fabricated from 1/8" aluminum with removable panel(s) for service. The top of the console shall be clad with a non-glare black vinyl covering.

#### **ELECTRICAL SYSTEM SCHEMATICS**

Two (2) complete electrical system schematics diagramming each individual circuit shall be provided after delivery of the apparatus.

#### **ROCKER SWITCH PANEL**

A six (6) to eight (8) place rocker type switch panel with a "Master switch" and individual switches will be installed to provide the ability to de-activate individual lighting units, should the driver/officer require it. This panel will be lettered and lighted and conveniently mounted in the cab.

#### **EMI/RFI PROTECTION**

Apparatus design and construction shall incorporate the latest designs in incorporating Electromagnetic Interference Suppression, which is required to satisfy the radiation limits specified in SAE (Standard for Automotive Excellence) J551, "Performance Levels and Methods of Measurement of Electromagnetic Radiation from vehicles and devices (30-1000 MHz), and of which has been adopted by NFPA 1901. System design and components used shall insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

The apparatus proposed shall have the ability to operate in the electromagnetic environment typically found in fire ground operations.

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring, and filtering. The electrical system shall be designed for full compatibility with low level control signals and high powered (wo (2) way radio communication systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

In order to fully prevent radio frequency interference (RFI), the purchaser shall provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

#### **DOT & ICC LIGHTING**

Clearance/Marker/Identification lights and reflectors will be installed according to DOT regulations.

At the rear of the apparatus three (3) mini red LED lights will be installed on the rear with one on the center line and lights spaced 6"-12" apart. Two (2) additional mini red LED lights will be installed as far apart as possible to show the overall width of the apparatus.

Red combination LED reflector/marker lights will be surface mounted in the lower rear side body section.

Red reflectors will be installed on the rear tailboard as far apart as possible. The front (amber) reflectors will be incorporated in the turn signals and midpoint amber reflectors will be installed on each side of the body.

#### STOP/TURN/BACK-UP LIGHTS

Stop-Tail Light(s):

Two (2) Whelen #600 series, red LED stop-tail lights shall be mounted, one (1) each side at the rear of the apparatus.

Directional Light(s):

Two (2) Whelen #600 series, amber LED directional lights shall be mounted, one (1) each side at the rear of the apparatus.

Back-Up Light(s):

Two (2) Whelen #600 series, clear LED back-up lights shall be mounted, one (1) each side at the rear of the apparatus and wired to the reverse gear.

The above lights shall be housed in Whelen #PLAST4V, chrome plated housings.

#### **BACK-UP ALARM**

One (1) back-up alarm shall be installed and wired to the reverse gear. It shall meet the Type D (87 db) minimum requirements of SAE J994 and NFPA 1901.

#### **HAZARD LIGHT**

A red flashing LED light, located in the driving compartment, shall be illuminated automatically whenever the apparatus's parking brake is not fully engaged and any of the following conditions exist:

- (1) Any passenger or equipment compartment door is open.
- (2) Any ladder or equipment rack is not in the stowed position.
- (3) Powered light tower is extended (if applicable).
- (4) Any other device is opened, extended, or deployed that creates a hazard or is likely to cause damage to the apparatus if the apparatus is moved.

The light shall be marked "DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

#### **MID-POINT DIRECTIONAL LIGHTS**

Two (2) Sound Off Signal #ECVO62MTY-FA, amber LED directional/running lights shall be provided midway along the apparatus, one (1) each side, at approximately running board height.

#### LICENSE PLATE HOLDER

A Cast Products #LP0005-1-A, surface mount LED lighted license plate holder shall be provided at the rear of the apparatus. The holder shall be of cast aluminum construction with bright finish edges.

#### **ELECTRONIC SIREN**

A Whelen 295SLSA1 electronic siren control head with hard wired microphone shall be provided and mounted in the center cab console between the driver and officer seats. The siren shall offer a selectable 100 or 200-watt output, radio broadcast, public address, and seventeen (17) Scan-Lock siren tones.

#### **SPEAKER**

One (1) Whelen #SA315P, 100 watt speaker shall be provided and installed at the front of the apparatus, in the front bumper assembly.

#### **REAR SCENE LIGHTS**

Two (2) Whelen #9SC0ENZR, Gradient LED opti-scene lights will be mounted one (1) each side, at the rear of the apparatus. They will be wired to the reverse gear and be used with the back-up lights. There will be an override

switch located on the rocker switch panel in the cab to activate the rear scene lights when the unit is not in the reverse gear.

#### **SIDE SCENE LIGHTS (CENTER)**

Two (2) Whelen #9SC0ENZR, Gradient LED opti-scene lights mounted one (1) at each upper side of the apparatus (centered) will be provided and controlled from the master console in the cab.

#### **GROUND/STEP LIGHTS**

Four (4) clear LED underbody lights shall be supplied to provide illumination on the ground in areas designed for personnel to climb onto the apparatus. The lights will be controlled automatically by use of the chassis parking brake.

The lights shall be positioned as follows:

- : Two (2) lights will be installed under the pump panel running boards, one (1) each side.
- : Two (2) lights will be installed under the rear tailboard assembly, one (1) each side.

All of these lights shall be mounted so as to be fully enclosed and not to expose any wiring.

#### **REAR PLATFORM WORK LIGHTS**

Two (2) 4" clear LED lights will be mounted in the rear beaver tail assembly pointing towards the center over the rear tailboard area as "work lights". The lights will be activated when the parking brake is set.

#### **CAB ENTRY/EXIT LIGHTING**

One (1) clear LED light shall be mounted beneath each door step. These lights shall be mounted on an approximate 30 degree angle to provide illumination on areas under the driver and crew riding area exits. All cab entry/exit lights will automatically activate when any of the chassis doors are opened.

#### **COMPARTMENT LIGHTING (ROM-LED)**

The compartment lighting will be ROM LED and installed on each side of the door opening. The LED lights shall be spaced apart evenly to distribute light throughout the compartments. The lights will illuminate when the door is opened.

#### **ENGINE COMPARTMENT LIGHT**

One (1) TecNiq #E16, switched LED light shall be provided and installed inside the engine compartment. This is to provide lighting for vehicle maintenance.

#### **AIR HORNS**

One (1) pair of Air Horns of Texas, emergency tone air horns shall be supplied and installed one (1) each side of the chassis cab hood assembly. The air horns shall be mounted with the manufacturer supplied mounting brackets.

#### **AIR HORN ACTIVATION**

The air horns shall be activated by a "Y-chain" lanyard, conveniently located for both the driver and officer.

#### **AIR PROTECTION VALVE**

An air pressure protection valve shall be installed which prevents the use of air horns or other air operated accessories when the brake system air pressure drops below 80 psi, per NFPA standards.

#### AIR COMPRESSOR / BATTERY CHARGER

A Kussmaul #091-187-12-REMOTE-B1-S-KIT, 120v air compressor / battery charger equipped with a remote LED display repeating the charger readout will be installed to maintain the apparatus's batteries and air tanks while the truck is not in use. A 20 amp super auto eject receptacle shall be included to release the plug automatically upon energizing of the starter solenoid. The receptacle shall installed on the driver's side pump panel and be protected by a red weatherproof spring loaded cover plate.

#### **HOSE BED DECK LIGHTS**

Two (2) Unity #CG-S, one (1) spot (#8571) and one (1) flood (#8661) 6" LED lights shall be provided and mounted at the rear of the apparatus, one (1) each side of the hose bed. Each light will be individually controlled from a switch incorporated into its chrome housing.

#### **WATER LEVEL GAUGE - CLASS 1 (REAR)**

A Class 1 "Intelli-Tank" level system for water shall be provided and installed at the rear of the apparatus. The display features wide angle viewing and ultra bright LED's for high visibility even in direct sunlight. The system uses a pressure transducer which shall be mounted into the wall of the tank.

#### **WATER LEVEL GAUGE - CLASS 1 (PUMP PANEL)**

An additional Class 1 "Intelli-Tank" display shall monitor the water tank level and shall be mounted on the driver's side pump operator's panel.

#### **WATER LEVEL GAUGE - CLASS 1 (MINI IN CAB)**

One (1) Class 1, "Intelli-Tank" mini level display shall be provided in the chassis cab.

#### NFPA CERTIFIED LIGHTING REQUIREMENTS

The optical warning system on the fire apparatus shall be capable of two (2) separate signaling modes during emergency operations. The first mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is **CALLING** for the "Right-Of-Way". The second mode shall signal that the apparatus is stopped and is **BLOCKING** the "Right-Of-Way".

The switching between modes shall be provided by a sensor that senses the position of a parking brake or the park position of an automatic transmission. When the master optical warning system switch is closed, and the parking brake is released or the automatic transmission is not in park, the warning devices signaling the call for Right-Of-Way shall be energized. When the master optical warning system is closed, and the parking brake is on or the automatic transmission is in park, the warning devices signaling the blockage of the Right-Of-Way shall be energized. The system shall be permitted to have a method of modifying the two signaling modes.

#### WHELEN - NFPA CERTIFIED LED LIGHTING PACKAGE

**ZONE A UPPER** 

One (1) Whelen #F4N0VLED, 60" NFPA Freedom IV LED light bar is to be mounted on the cab roof. As required by N.F.P.A. Pamphlet #1901, the clear sections will automatically turn off when the blocking right-of-way mode.

#### **ZONE A LOWER**

Two (2) Whelen #60R02FCR, 600 series, red Super-LED warning lights with chrome flanges shall be mounted in the chassis grill, one (1) each side. They shall be installed with stainless steel backing plates.

#### **ZONE B LOWER**

Three (3) Whelen #60R02FCR, 600 series, red Super-LED warning lights with chrome flanges shall be affixed, one (1) between the front wheel and the front of the vehicle, one (1) in front of the rear wheels (mid-body area) and one (1) to the side body panels, behind the rear wheels.

#### ZONE C UPPER

Two (2) Whelen #L31HRFN, L31 series, red Super-LED beacon warning lights shall be provided on light pedestals, one (1) each side, at the upper rear sides of the apparatus. The light pedestals will be fully enclosed so as not to expose wiring.

#### **ZONE C LOWER**

Two (2) Whelen #60R02FCR, 600 series, red Super-LED warning lights shall be affixed, one (1) each side, to the rear of the apparatus.

#### **ZONE D LOWER**

Three (3) Whelen #60R02FCR, 600 series, red Super-LED warning lights with chrome flanges shall be affixed, one (1) between the front wheel and the front of the vehicle, one (1) in front of the rear wheels (mid-body area) and one (1) to the side body panels, behind the rear wheels.

#### HALE MBP P.T.O. PUMP

#### PUMP ASSEMBLY:

The pump shall be of a size and design to mount on the chassis rails of commercial or custom truck chassis, and have the capacity of 750 gallon per minute (U.S. GPM), NFPA-1901 rated performance.

The entire pump shall be assembled and tested at the pump manufacturer's factory.

The pump shall be driven by the truck transmission mounted PTO. The engine shall provide sufficient horsepower and RPM to enable pump to meet and exceed its rated performance within the torque rating of the PTO, truck transmission and drive line components.

The entire pump shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by the latest NFPA Pamphlet No. 1901. Pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (2069 bar). All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pump utilizing castings made of lower tensile strength cast iron is not acceptable.

Pump body shall be vertically split, on a single plane for easy removal of entire impeller assembly, including clearance rings.

Pump shaft to be rigidly supported by two bearings for minimum deflection. The bearings shall be heavy-duty, deep groove ball bearing in the gearbox and they shall be splash lubricated.

Pump impeller shall be hard, fine grain bronze of mixed flow design; accurately machined, hand-ground and individually balanced. The vanes of the impeller intake eyes shall be hand-ground and polished to a sharp edge, and be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

Impeller clearance rings shall be bronze, easily renewable without replacing impellers or pump volute body.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

#### **GEARBOX:**

The gearbox shall be manufactured and tested at the pump manufacturer's factory.

Pump gearbox shall be of sufficient size to withstand the torque of the engine in pump operating conditions. The gearbox shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shaft shall be of heat-treated chromium nickel steel and shall withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut helical design shall be provided.

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

#### MANUALS:

Two (2) shop manuals covering the pump, pump transmission and necessary working parts of the pump shall be provided with the apparatus.

#### PRIMING PUMP HALE ESP

The priming pump will be a Hale model ESP Oil-Less priming system. The ESP priming system provides the ultimate in fast priming, high vacuum performance and reliability without the use of a lubricant. Technologically advanced and environmentally safe, the Model ESP is self lubricating. There is no oil tank to check, no oil is expelled to the ground. The model ESP is a semi-automatic priming system with a single action control valve which simultaneously activates the entire system, ensuring fast, consistent air evacuation. Hale's electric rotary vane - type positive displacement primer operates with 12-volt or 24 volt DC power.

The model ESP features a totally enclosed motor to prevent dust, dirt, and water from entering. All system components, motor/pump unit and control valve are supplied ready for assembly.

#### **SPECIFICATIONS:**

: PERFORMANCE: Vacuum capability of 24 in. (Hg 610 mm Hg).

- : PUMP TYPE: Heat treated, anodized aluminum specially coated for wear and corrosion resistance.
- : MOTOR: Direct current, totally enclosed; 4.5 in. (114 mm) diameter.
- : CONTROL VALVE: Single action, push-pull control valve, all bronze construction. Designed for mounting on pump or panel for remote control operation.

#### **PTO**

One (1) Chelsea or equivalent Power Take-Off unit shall be supplied to connect and power the pump from the transmission.

#### **ELECTRIC PUMP SHIFT**

The pump shift shall be controlled by a switch located on the chassis cab dash.

#### **AUXILIARY SUCTION INLET (STREETSIDE)**

One (1) auxiliary 2-1/2" NST gated inlet shall be provided at the streetside pump panel. The valve shall be a 2-1/2", 1/4 turn ball type with control at the valve location. The valve shall be located behind the pump panel.

The auxiliary inlet shall be equipped with a chrome swivel, removable cleanable strainer, male plug and retaining chain. An individual drain shall be furnished. The drain shall be piped toward the ground.

#### **SUCTION INLETS**

A 6" non-gated suction inlet will be located on each side of the apparatus. Each inlet will have a long handled chrome plated cap and removable strainers.

#### STREETSIDE DISCHARGE

One (1) 2-1/2" discharge will be installed on the streetside of the apparatus. The discharge valve shall be a 2-1/2", 1/4 turn, full-flow, drop-out, self-locking type and controlled from the pump operator's panel. The 2-1/2" discharge valve shall be gated with easy operating controls. The 2-1/2" outlet shall be equipped with chrome plated 2-1/2" NSTM, 30 degree droop snoot end and chrome cap and chain.

#### **CURBSIDE DISCHARGE**

One (1) 2-1/2" discharge will be installed on the curbside of the apparatus. The discharge valve shall be a 2-1/2", 1/4 turn, full-flow, drop-out, self-locking type and controlled from the pump operator's panel. The 2-1/2" discharge valve shall be gated with easy operating controls. The 2-1/2" outlet shall be equipped with chrome plated 2-1/2" NSTM, 30 degree droop snoot end with chrome cap and chain.

#### **REAR DISCHARGE**

One (1) 2-1/2" discharge will be provided at the rear of the apparatus. The discharge valve shall be a 2-1/2", 1/4 turn, full-flow, drop-out, self-locking type and controlled from the pump operator's panel. The 2-1/2" discharge valve shall be gated with easy operating controls. The 2-1/2" outlet shall be equipped with chrome plated 2-1/2" NSTM 30 degree end with chrome cap and chain.

#### **DRAIN VALVES**

A Class 1, 1/4 turn and/or automatic drain valve shall be installed for all 1-1/2" or larger discharges. Cable actuated drains are not acceptable.

#### **MASTER DRAIN**

A master drain of rotary type, bronze construction to be provided on the pump. Control for this valve to be located so operator does not have to crawl under the apparatus to operate. Master pump drain control is to be operated from the left side of the apparatus. All pump passages, including relief valve, shall be connected to the master drain. Cable actuated drains are not acceptable.

#### **TANK TO PUMP**

One (1) tank to pump line shall be provided and equipped with a 3", 1/4 turn, full flow, ball valve with 4" plumbing from the tank to the valve. The valve shall be controlled from the pump operator's panel.

A check valve shall be provided in the tank to pump line that prevents unintentional back-filling of the water tank through the line (NFPA #1901).

#### **TANK REFILL**

One (1) 2", 1/4 turn, pump to tank valve located on the discharge side of the pump piping to the tank shall be provided. The control handle for the pump to tank valve shall be located on the pump operator's panel.

The valve and pump shall be connected to the tank by use of stainless steel fittings and flexible hose to eliminate stress on the lines.

#### **PUMP PIPING**

All piping for the pump assembly will be heavy duty stainless steel or Class 1 reinforced rubber hose.

In order to minimize friction loss only sweep type elbows will be used. Where vibration or chassis flexing may cause damage or loosen piping, victaulic or rubber couplings will be utilized to eliminate this possibility.

Wherever threaded joints are used the sealing compound will be of the non-hardening type to insure ease of removal for repair or replacement of couplings.

All lines will drain through either the master drain valve or will be equipped with individual drain valves. One (1) individual drain valve will be installed for each gated suction or discharge 2-1/2" or larger in size.

The entire pump assembly, including all valves, piping and suction lines will be subjected to a hydrostatic test consisting of both a pressure and a vacuum test. The vacuum test consists of developing a vacuum of 22 in. HG (74.5 kPa) and holding for 5 minutes without losing more than 10 in. of vacuum.

#### **VALVES FOR PUMP OPERATION**

All 1" or larger in-line valves will be Akron Brass 8000 series full flow style with stainless steel balls. All in line valves will be controlled by easy operating controls. Controls will be designed and installed to permit easy operation of the valves without distortion along with the ability to be re-adjusted if need be.

All 3" or larger discharge valves will be equipped with a slo-cloz option which hydraulically decelerates the opening and closing of the valve to comply with NFPA Pamphlet #1901.

Valves shall have a ten (10) year warranty.

#### **SUCTION PRESSURE RELIEF VALVE**

An Elkhart suction pressure relief valve, preset at 125 PSI, will be installed on the suction side of the pump. The adjustable pressure relief valve will be of cast brass construction and include a stainless steel spring and rubber seat. If the outlet discharges it shall discharge in a manner that will not expose personnel to high pressure water streams. The discharge outlet will be constructed of 2-1/2" piping and be equipped with a 2-1/2" NPTF x 2-1/2" NSTM adapter. The outlet will be labeled "INTAKE PRESSURE RELIEF OUTLET - DO NOT CAP".

#### **HEAT EXCHANGER**

A supplementary heat exchanger of bronze construction, with tubing and "Open-Closed" control valve on operator's panel is to be provided. Design shall be to allow for use of water from discharge side of the pump for cooling of coolant circulating through the engine cooling system without intermixing. The heat exchanger shall be connected to the drain valve to prevent damage caused by freezing.

#### PUMP HOUSE ENCLOSURE

#### CONSTRUCTION:

The pump house framework shall be fabricated from type 304 stainless steel. The forward side of the pump house will be closed in with 16 gauge stainless steel bolted to the framework.

The streetside pump panel shall be constructed from .125" (1/8") aluminum and clad with a non glare black vinyl covering. The instrument panel shall be hinged vertically with a polished stainless steel continuous hinge. Retainers will be provided to keep the panel in position for ease of instrument maintenance. It shall be held in the normal operating position by two (2) quick release quarter-turn latches.

The curbside pump panel shall be constructed from .125" (1/8)" aluminum and clad with a non glare black vinyl covering. The top section will be hinged vertically with a polished stainless steel continuous hinge. Retainers will be provided to keep the panel in position for ease of instrument maintenance. It shall be held in the normal operating position by two (2) quick release quarter-turn latches.

#### **DUNNAGE COMPARTMENT:**

The top of the pump house shall include a dunnage compartment with an open top for additional storage. The dunnage compartment shall be the same height as the chassis cab roof. The floor shall be lined with black Turtle Tile decking.

#### HANDRAILS:

Two (2) NFPA non-slip handrails shall be installed one (1) each side on the pump house light shield assembly. The handrails shall be secured against rotation in matching chrome-plated stanchions. These stanchions shall be mounted on molded rubber gaskets and fastened to the apparatus with stainless steel bolts and nylon lock nuts. A center stanchion will be installed on each handrail for additional support.

#### PUMP HOUSE ENCLOSURE INTERIOR LIGHTS:

Two (2) LED pump house lights shall be provided in the pump house enclosure. These lights shall be mounted in the top of the pump house and be controlled individually by a switch mounted internally in the light.

#### **RUNNING BOARDS:**

A step shall be fabricated from non-slip material and installed to extend the full width of the pump panel on each side. The step shall line up with the outside edge of the apparatus body.

#### PUMP HOUSE SIDE PANEL LIGHTING

A stainless steel light bracket is to form a pump panel drip rail. Three (3) LED panel work lights shall be installed in this bracket on both the streetside and curbside. The lights will be illuminated with the application of the park brake.

#### **PUMP OPERATOR'S PANEL**

All pressure and compound gauges to be fluid filled. Gauges shall be equipped with white face and black lettering.

The following items shall be furnished on the pump operator's panel:

- One (1) 4-1/2" master pressure gauge, 0-400 PSI, fluid filled.
- One (1) 4-1/2" master vacuum gauge, -30-0-400 PSI, fluid filled.
- One (1) 2-1/2" individual pressure gauge for each 1-1/2" discharge or larger and/or preconnect, 0-400 PSI, fluid filled.
- One (1) water level readout indicator.
- One (1) Class 1, TPG Total Pressure Governor.
  - Engine RPM Display
  - System Voltage Display and Alarm
  - Engine Oil Pressure Display and Alarm
  - Engine Water Temperature Display and Alarm
  - Throttle Ready Indicator Light
- One (1) set of UL test ports for pressure and vacuum.
- One (1) auxiliary engine cooler valve control (heat exchanger).
- One (1) primer control.
- All discharge and/or preconnect controls.
- One (1) tank fill / pump bypass valve control.
- One (1) tank to pump valve control.
- One (1) stainless steel pump panel light and shield assembly.
- One (1) master drain control.
- One (1) auxiliary suction control.
- One (1) auto-eject receptacle with bar graph indicator.

One (1) WARNING: DEATH OR SERIOUS INJURY MAY OCCUR if proper operating procedures are not followed label.

One (1) pump performance plate.

A polished trim plate shall be provided around each discharge port and suction inlet opening to allow accessibility to valves for service and repairs.

#### PUMP PRESSURE ENGINE GOVERNOR - "TPG"

A Class 1, "TPG" Total Pressure Governor will be provided and installed on the pump operator's panel. It is designed to control the engine fuel to maintain a desired pump pressure, or engine speed setting.

Additionally the TPG will display important engine information specifically battery voltage, engine coolant temperature, oil pressure and RPM.

#### Features:

- \* A panel control module (display), a pressure transducer and appropriate cables and connectors.
- \* Large easy to read Alphanumeric display.
- \* Sealed electronics which provide maximum resistance to water, condensation, and humidity.
- \* A panel display which consolidates throttle with preselect and high idle features in a single 4-1/2" weather resistant housing.
- \*Communicates with the engine ECU over the J1939 CAN bus for improved accuracy resolution and response.

When in the "pressure" mode the TPG will operate as a pressure sensor (regulating) governor (PSG) eliminating any need for a relief valve on the discharge side of the pump. This feature will be set to operate at 100 psi unless specifically requested by the customer to use another pressure. This setting can be changed by the department at a later date, if desired.

#### **COLOR CODED IDENTIFICATION PLATES**

Each control valve, gauge and discharge outlet shall be labeled with a color coded identification plate. For standardization, color coding shall be in accordance with the recommendations of NFPA Pamphlet #1901.

#### **PUMP SAFETY FEATURES**

When the apparatus is equipped with an automatic transmission, an interlock board shall be provided to ensure that the pump drive system components are properly engaged in the pumping mode of operation, so that the pumping system can be safely operated from the pump operator's position.

Any control device used in the pumping system power train between the engine and the pump shall be equipped with a means to prevent unintentional movement of the control device from its set position.

A plate indicating the chassis transmission shift selector position to be used for pumping shall be provided in the driving compartment and located so it can be easily read from the driver's position.

Where an automatic transmission is provided and where the pump is driven by a transmission mounted SAE PTO and is used for stationary pumping with the chassis transmission in neutral, or is used for pump and roll with the chassis transmission in any forward or reverse gear:

A:) Two (2) green indicator lights shall be located in the driving compartment. One (1) indicator light shall be energized when the pump drive has been engaged and shall be labeled **"PUMP ENGAGED"**. The second light shall be energized when both the pump drive has been engaged and the chassis transmission is in neutral and shall be labeled **"OK TO PUMP"**.

B:) One (1) green and one (1) red indicator light on the pump operator's panel shall be provided. The green light shall be energized when both the pump drive has been engaged and the chassis transmission is in neutral. The green light on the pump operator's panel shall be positioned adjacent to and preferably above the throttle control and shall be labeled "THROTTLE READY".

#### **PUMP CERTIFICATION TEST - U.L.**

One (1) certification test shall be performed at the manufacturers on site testing facility by <u>Underwriters</u> <u>Laboratories</u>.

The certification shall include at minimum:

- A) Pumping Test NFPA 16.13.2
- B) Pumping Engine Overload Test NFPA 16.13.3
- C) Pressure Control System Test NFPA 16.13.4
- D) Priming System Tests NFPA 16.13.5
- E) Vacuum Test NFPA 16.13.6
- F) Water Tank-To-Pump Flow Test NFPA 16.13.7
- G) If Fire Pump is Driven by the Chassis Engine: Engine Speed Advancement Interlock Test NFPA 16.13.8
- H) Gauge and Flowmeter Test NFPA 16.13.9

A test plate shall be provided at the pump operator's position that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test. The plate shall be completely engraved with all information at the factory and attached to the vehicle prior to delivery. The original U.L. Certificate shall be provided upon acceptance and payment of the apparatus in full.

#### N.F.P.A. TAG REQUIREMENTS

A permanent plate in the driving compartment specifying the quantity and type of the following fluids (when applicable) used in the vehicle:

- (1) Engine oil
- (2) Engine coolant
- (3) Chassis transmission fluid
- (4) Pump transmission lubrication fluid
- (5) Pump priming system fluid, if applicable
- (6) Drive axle(s) lubrication fluid
- (7) Air conditioning refrigerant
- (8) Air conditioning lubrication oil
- (9) Power steering fluid
- (10) Cab tilt mechanism fluid

- (11) Transfer case fluid
- (12) Equipment rack fluid
- (13) CAFS air compressor system lubricant
- (14) Generator system lubricant
- (15) Front tire cold pressure
- (16) Rear tire cold pressure
- (17) Maximum tire speed ratings

An accident prevention sign that states "OVERALL HEIGHT \_\_\_\_" AND LENGTH OF APPARATUS \_\_\_\_" shall be provided and located in the chassis cab area that is visible to the driver.

An accident prevention sign that states "GVWR" shall be provided and located in the chassis cab area that is visible to the driver.

An accident prevention sign that states "MAXIMUM SEATING CAPACITY"\_\_" shall be provided and located in the chassis cab in an area that is visible to the driver.

An accident prevention sign that states "OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION" shall be provided and located in the chassis cab in an area that is visible to each seated position.

An accident prevention sign that states "DO NOT WEAR HELMET WHILE SEATED" shall be provided and located in the chassis cab in an area that is visible from each seated position.

One "Final Stage Label" shall be attached to the driver's side door jam. The label shall certify that the complete vehicle conforms to the federal motor vehicle safety standards, which have been previously fully certified by the incomplete vehicle manufacture or by the intermediate vehicle manufacture and have not been affected by the final stage manufacture.

A warning label that states "WARNING: DEATH OR SERIOUS INJURY MAY OCCUR if proper operating procedures are not followed. The pump operator and all individuals connecting supply or discharge hoses must be familiar with operator manual, water hydraulics hazards, and component limitations." shall be provided and located on the pump operator's panel.

Two (2) accident prevention signs that states "DANGER: DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION DEATH OR SERIOUS INJURY MAY RESULT" shall be provided and installed one (1) each side at the rear of the apparatus.

#### NFPA 1901-2016 COMPLIANCE TESTS

#### **VEHICLE STABILITY:**

When the fire apparatus is loaded to its estimated in-service weight, the height of the vehicle's center of gravity (CG) shall not exceed 80 percent of the rear axle track width or the vehicle will be equipped with electronic stability control (ESC).

#### WEIGHT DISTRIBUTION:

When the fire apparatus is loaded to its estimated in-service weight, the front-to-rear weight distribution shall be within the limits set by the chassis manufacturer.

The front axle loads shall not be less than the minimum axle loads specified by the chassis manufacturer under full load and all other loading conditions.

#### LOAD DISTRIBUTION:

The apparatus manufacturer shall calculate the load distribution for the apparatus, and that load distribution plan shall be delivered with the fire apparatus.

The manufacturer shall engineer the fire apparatus to comply with the gross axle weight ratings (GAWR), the overall gross vehicle weight rating (GVWR), and the chassis manufacturer's load balance guidelines.

The fire apparatus, when loaded to its estimated in-service weight, shall have a side-to-side tire load variation of no more than 7 percent of the total tire load for that axle.

Each tire shall be equipped with a visual indicator or monitoring system that indicates tire pressure.

#### APPARATUS PERFORMANCE:

The fire apparatus shall meet the requirements of this standard at elevations of 2000 ft (600 m) above sea level.

The fire apparatus shall meet all the requirements of this standard while stationary on a grade of 6 percent in any direction.

The fire apparatus shall meet requirements of this standard in ambient temperature conditions between 32 degrees F (0 degrees C) and 110 degrees F (43 degrees C).

#### **HIGHWAY PERFORMANCE:**

The apparatus, when fully equipped and loaded to its estimated in-service weight, shall be capable of the following performance while on dry, paved roads that are in good condition:

- (3) Accelerating from 0 to 35 mph (55 km/hr) within 25 seconds on a 0 percent grade.
- (4) Attaining a speed of 50 mph (80 km/hr) on a 0 percent grade.
- (5) Maintaining a speed of at least 20 mph (30 km/hr) on any grade up to and including 6 percent.

The maximin top speed of fire apparatus with a GVWR over 26,000 lb (11,800 kg) shall not exceed either 68 mph (109 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

If the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gal (4732 L), or the GVWR of the vehicle is over 50,000 lb (22,680 kg), the maximum top speed of the vehicle shall not exceed 60 mph (95 km.hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever os lower.

#### SERVICEABILITY:

The fire apparatus shall be designed so that all the manufacturer's recommended routine maintenance checks of lubricant and fluid levels can be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools.

Where special tools are required for routine service on any component of the apparatus, such tools shall be provided with the apparatus.

Apparatus components that interfere with repair or removal of other major components shall be attached with fasteners, such as cap screws and nuts, so that the components can be removed and installed with ordinary hand tools. These components shall not be welded or otherwise permanently secured into place.

#### **GENERAL PRE-DELIVERY TESTS:**

Each apparatus shall be tested by the manufacturer before delivery to verify that it meets the criteria in the section.

Tests shall be conducted at a location and in a manner that does not violate local, state or provincial, or federal traffic laws.

Tests shall be conducted on dry, level, paved surface that is free of loose material, oil, or grease.

Tests shall be conducted with the water and foam tanks full (water or product).

The apparatus shall accelerate from 0 to 35 mph (55 km/hr) within 25 seconds.

The apparatus shall attain a minimum top speed of 50 mph (80 km/hr).

The auxiliary braking system, if so equipped, shall function as intended by the auxiliary braking system manufacturer.

The air service brakes shall bring the apparatus to a complete stop from a speed of 20 mph (32.2 km/hr) in a distance not exceeding 35 ft (10.7 m).

The hydraulic service brakes shall bring the apparatus to a complete stop from a speed of 30 mph (48.2 km/hr) in a distance not exceeding 88 ft (26.8 m).

#### **ADDITIONAL EQUIPMENT - TO BE SUPPLIED**

#### WHEEL CHOCKS (COLLAPSIBLE)

One (1) pair of Zico #SAC-44 collapsible wheel chocks shall be supplied and installed in front of the streetside wheels (under the compartment assembly) complete with mounting brackets.

#### **ROAD SAFETY KIT**

One (1) 2-1/2# BC DOT Approved fire extinguisher shall be provided. The fire extinguisher shall be mounted in the chassis cab.

One (1) triple set of DOT approved hazard triangles shall be supplied. They shall be stored in a plastic case and shipped loose with the chassis.

#### **SUCTION HOSE - 6"**

Two (2) 6" X 10' lengths of lightweight hard suction hose with NST couplings shall be provided.

#### **FOL-DA-TANK**

One (1) 3000 gallon, 22 oz., red HPR, Fol-Da-Tank shall be supplied with the delivery of the apparatus. It shall come equipped with an aluminum frame, two (2) drain sleeves and inside lifting handles.