

Agenda: Newton City Council

City Council Meeting

Council Chambers, 101 W 4th St S. or via Zoom
(<https://us02web.zoom.us/j/83564044015>), Join zoom
via phone: (call 312-626-6799 & enter ID # 83564044015),
Mediacom Channels: 12/85/121.12, Website Streaming:
Newtongov.org / I want to “view” Livestream of City
Council Meetings.

June 07, 2021 6:00 p.m.
Newton, Iowa 50208

You can participate in the meeting or you can comment on an agenda item by joining the Zoom meeting and raising your hand to be recognized (must remain on mute until recognized/via phone dial *9 (star 9), this will notify City staff that you have “raised your hand” for public comment), submitting via email to cityofnewton@newtongov.org before 5:00 PM the day of the meeting or, during the meeting, you can call 641-792-2787, extension 2007.

- | | |
|------------------------------|--|
| Pledge | Pledge of Allegiance |
| Call to Order | 1. Roll Call |
| Presentation | 2. Recycling – Liz Dodd, Dodd's Trash Hauling and Recycling, Inc.
3. Friends of the Newton Parks – Jessica Lowe Vokes |
| Citizen Participation | 4. This is the time of the meeting that a citizen may address the Council on matters that are included in the consent agenda or a matter that is not on the regular agenda. After being recognized by the Mayor, each person will be given three (3) minutes to speak. Comments and/or questions must be related to City policies or the provision of City services and shall not include derogatory statements or comments about any individual. Except in cases of legal emergency, the City Council cannot take formal action at the meeting, but may ask the City staff to research the matter or have the matter placed on a subsequent agenda. |
| Consent Agenda | 5. May 17, 2021 Regular City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Muse LLC, Newton Alumni-Newton Fest, Friday June 11 th , 109 N 2 nd Ave E, License No. TBD, Class B Beer Permit, Outdoor Service, 5-Day Special Event; Levy Premium Foodservice, Special Event Iowa Speedway, Saturday July 10 th , 333 Rusty Wallace Dr, License No. TBD, Class C Liquor License, Outdoor Service, Sunday Sales, 5-Day Special Event; Newton American Legion Post 111, Thunder Nights, Friday July 9 th , W 2 nd St S, License No. TBD, Class B Beer Permit, Outdoor Sales, 5-Day Special Event; Hy-Vee Market Café, Renewal, 1501 1 st Ave. E, License No. LC0041009, Class C Liquor License, Sunday Sales
7. Approve 2021-2022 Cigarette/Tobacco/Nicotine/Vapor License for: Git n Go #14, 801 1st Ave. W.; Git n Go #45, 1708 S. 8th Ave. E.; Hy-Vee Food Store, 1501 1st Ave. E.; Hy-Vee Gas, 1421 1st Ave. E.; Kwik Star #1001, 1910 1st Ave. E.; Love's Travel Stop, 4400 S. 22nd Ave. E.; Murphy's Oil, |

200 Iowa Speedway Dr.; New Star Mart, 702 1st Ave. E.; Pit Stop Liquors, 1324 1st Ave. E.; New Star 66, 405 1st Ave. E. 7.; Casey's #1911, 1018 1st Ave E; Casey's #2341 3104 1st Ave E; Casey's #2417 1200 W 18th St S; Newton 66, 1806 S 12th Ave W; West End, 1325 1st Ave W; Fareway, 120 N 3rd Ave E; Walgreens, 1204 1st Ave E; Wal-Mart 300 Iowa Speedway Dr.

8. Resolution appointing Noreen Otto to serve on The Library Board of Trustees for a Term Ending June 30, 2024 (No Council Report)
9. Resolution Approving Contract for Auditing Services and Preparation of Annual Financial Statements. (Council Report 21-138)
10. Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-04). (Council Report 21-139)
11. Resolution awarding contract for the 2021 Parks Mowing Contract No. 4. (Council Report 21-140)
12. Resolution accepting completion of the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project. (Council Report 21-141)
13. Resolution accepting completion of the Newton Airport Apron Expansion Project. (Council Report 21-142)
14. Resolution accepting completion of the Public Works Middle Bay Electrical Improvements Project. (Council Report 21-143)
15. Resolution accepting completion of the Downtown Newton Lighting Improvements Project, phase 1. (Council Report 21-144)
16. Resolution accepting completion of the 1st Ave E (Hwy 6) HMA Resurfacing Project (from approx. 300' West of E 14th St to Iowa Speedway Dr.). (Council Report 21-145)
17. Resolution authorizing the purchase of a PCC Saw for Public Works Operations. (Council Report 21-146)
18. Resolution authorizing the filing of 657A.10A petitions for abandoned property at 1017 West 4th Street South, 211 South 15th Avenue West, 323 West 2nd Street South, 519 East 19th Street South, and 901 North 6th Avenue East, Newton. (Council Report 21-147)
19. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area. (Council Report 21-148)
20. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area. (Council Report 21-149)
21. Resolution setting a public hearing and inviting proposals for the sale of property at 717 West 6th Street South in Newton. (Council Report 21-150)
22. Resolution approving payment for the installation of new exterior doors in the City Hall complex. (Council Report 21-151)
23. Resolution awarding the contract for the purchase and construction of a fire rescue engine. (Council Report 21-152)

Ordinances

24. Approve Bills
25. First consideration of an ordinance amending Title XIII, Chapter 135 “Fireworks” of the Code of Ordinances, Newton, Iowa. (Council Report 21-153)
 - City Council increased fines from \$250 to \$400 for fireworks violations in 2020. Section 135.06 “Owner/Occupant Responsibility” of the City Code was inadvertently left out of consideration. The proposed ordinance increases the fine in section 135.06 from \$250 to \$400.
 - Staff recommends approval and waiving the 2nd and 3rd reading of the ordinance.

Resolutions

26. Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended. (Council Report 21-154)
 - Over the past several months, staff has developed amendments to the Safety Policy Manual and the Retiree Insurance procedure that was previously in the Administrative Manual and the Health Care Plan as well as the creation of the new Telework Policy.
 - In addition to the three policy changes mentioned above, staff is proposing an amendment to section 5.2 Bereavement Leave and section 5.7 Parental Leave.
27. Resolution expressing intent to provide economic development support to Nehring Auto, Inc. (Council Report 21-155)
 - Nehring Auto Inc. plans exterior building improvements such as new siding, roofing, and gutters, and site improvements including conversion of the majority of the gravel parking lot to concrete and removal of old lights and bases. The proposed project aligns with the goals of the Comprehensive plan and the 1st Avenue East Urban Renewal Area.
 - The Developer has requested City assistance with the improvement project. The resolution of intent to provide economic development support gives the understanding to the property owner of the City’s willingness to assist with the redevelopment project while planning steps are taken for the project.
28. Resolution approving the granting of Downtown Micro Grant Funds in the signage program area for 201 1st Avenue West. (Council Report 21-156)
 - The Downtown Micro-Grant Program provides assistance for small rehabilitation or renovation projects in the Downtown. Nancy Woody, Nancy’s Canned Creations, is seeking grant funds for signage.
 - At their meeting on May 19th, the Downtown Grant Review Board recommended approval of providing up to \$750.00 in grant funds for signage provided a 1:1 match is met.
29. Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and historic façade renovation for 102 North 2nd Avenue East. (Council Report 21-157)

- Forbes Office Solutions is proposing new multi-faceted renovation of the building at 102 North 2nd Avenue East including power washing, tuck-pointing & repair, signage, awning removal, and new storefront windows/doors.
 - At their meeting on June 2, 2021, the Downtown Grant Review Board recommended approval of a grant in an amount up to \$18,250.00, provided a 1:1 match is met, for the downtown improvement project.
30. Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and painting areas for 102 1st Street North. (Council Report 21-158)
- Glasshouse Incubator, LLC is proposing a painting, awning removal and signage project at the old Jasper County Abstract location.
 - At their meeting on May 19, 2021, the Downtown Grant Review Board unanimously recommended approval of a grant in an amount of \$1,088.24, provided a 1:1 match is met.

Staff Report

31. Commercial Inspection Program Update- Jarrod Wellik, Fire Chief

Mayor/Council Comments

- 32.

Adjourn

The City of Newton is pleased to provide reasonable accommodations, in compliance with the Americans with Disabilities Act, for those individuals or groups who require assistance to be able to participate in the public meeting. Should special accommodations be required, please contact the City Clerk's Office at least 48 hours in advance of the meeting, at 641-792-2787 to arrange for accommodations to be provided.

REGULAR CITY COUNCIL MEETING MINUTES
MAY 17, 2021, 6:00 P.M.
CITY COUNCIL CHAMBERS

The City Council of Newton, Iowa met in regular session at 6:00 P.M. on the above date in the Council Chambers at 101 West 4th Street South and via an electronic meeting (pursuant to Iowa Code section 21.8) because a meeting in person is impossible or impractical due to concerns for the health and safety of council members, staff, and the public due to COVID-19. Mayor Hansen presided. Present Council Members: Hallam, Stonner, George, Ervin, Trotter, Mullan. Absent: None.

Mayor Hansen asked everyone present to join in saying the Pledge of Allegiance.

Jeff Davidson, Executive Director JEDCO (Jasper County-Ia, Economic Development), presented an update on JEDCO's recent activities. Davidson is proud of the working relationships that he has developed with NDC (Newton Development Corporation) and the City of Newton.

Councilmen Ervin announced that attending the meeting through zoom tonight are the Webelo Girl's Den 1 Pack 354 who are studying community and community leadership. This is a great example of youth being involved in the community.

There was no citizen participation.

Moved by Trotter, seconded by Stonner to approve consent agenda items 4-15.

4. May 3, 2021 Regular City Council Meeting Minutes
5. May 11, 2021 Special City Council Meeting Minutes
6. Approve Liquor Licenses for the following: Git-n-Go #14, Renewal, BC0023153, 801 1st Ave W, Class C Beer Permit, Sunday Sales; Gezellig Brewing Co., Renewal, BB0038303, 403 W 4th St N, Building 17, Class C Beer Permit, Sunday Sales, Outdoor Sales; Cobblestone, Renwal, BW0094189, 4222 S 22nd Ave E, Special Class C Liquor License, Class B Wine Permit, Sunday Sales; Casey's #2417, Renewal, LE0002740, 1200 W 18th St S, Class E Liquor License, Class C Beer Permit, Class B Native Wine Permit, Sunday Sales; Casey's #1911, Renewal, LE0003308, 1018 1st Ave E, Class E Liquor License, Class B Wine Permit, Class C Beer Permit, Sunday Sales; Walgreens, Renewal, LE0002171, 1204 1st Ave E, Class C Beer Permit, Class B Wine Permit, Sunday Sales.
7. Resolution adopting 2021 S14 Supplement To The "Code Of Ordinances of The City of Newton, Iowa, 2016", and approving distribution of the same to code subscribers. Resolution 2021-125 adopted.
8. Resolution Approving Allocation of Local Option Sales and Service Taxes for Fiscal Year 2021-2022. Resolution 2021-126 adopted.
9. Resolution awarding contract for the City of Newton 2021 Fence Repairs Project. Resolution 2021-127 adopted.
10. Resolution approving the purchase of equipment for the Community Services Department. Resolution 2021-128 adopted.
11. Resolution Approving a Contract for Professional Community and Economic Development Services with the Newton Development Corporation for Fiscal Year 2021-22. Resolution 2021-129 adopted.
12. Resolution authorizing purchase of pre-season salt for snow and ice control. Resolution 2021-130 adopted.
13. Resolution authorizing a 3-year agreement with Forte Payment Services to provide credit-debit card services for the Newton Sanitary Landfill. Resolution 2021-131 adopted.
14. Resolution authorizing the City of Newton to enter into an Ambulance Restocking Agreement for storage and restocking of patient administered medications. Resolution 2021-132 adopted.
15. Approve Bills

AYES: Six. NAYS: None. Consent agenda items approved.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution Approving the Second Budget Amendment for Fiscal Year 20-21. There were no written comments. Moved by Mullan, seconded by Ervin, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Trotter, seconded by George to adopt a Resolution. AYES: Six. NAYS: None. Resolution 2021-133 adopted.

Mayor Hansen stated that this is the time and place for a Public Hearing on a Resolution approving an application for Federal Aviation Administration (FAA) funding assistance for the Newton Airport Taxiway Relocation Project, and awarding a contract for said project contingent upon the receipt of said funding assistance grant. There were no written comments. Moved by Trotter, seconded by Hallam, to close the public hearing. AYES: Six. NAYS: None. The public hearing was closed. Moved by Stonner, seconded by Hallam to adopt a Resolution. AYES: Six. NAYS: None. Resolution 2021-134 adopted.

Moved by George, seconded by Mullan to approve the First consideration of the Ordinance amending the Code of Ordinances, City of Newton, Iowa, 2016, Title VII, Chapter 72, Section 99, "Penalty", to clarify language regarding parking fees. AYES: Six. NAYS: None. First consideration was approved. Moved by Stonner, seconded by Ervin to suspend the rules and waive the 2nd and 3rd considerations since the change is not substantive change to the above ordinance. AYES: Six. NAYS: None. Motion passed. Moved by Trotter, seconded by Mullan to adopt the above ordinance. AYES: Six. NAYS: None. Ordinance 2397 adopted.

Rebecca Klein, Public Services Librarian and Phyllis Peter, Youth Services Librarian provided information about the upcoming Summer Reading Program at the Newton Public Library.

During Mayor/Council comments Mullan commented on how great the Hike and Bike trails are around the new Cardinal Lake that is filling fast. Erin announced the potential for Newton to host a Pyrotechnics Guild International Convention in 2022. This would bring 1200-1300 attendees and provide a 2.5-3.5 million dollar economic impact. A committee is currently working on the application. Stonner reminded everyone to attend the Summer Concert Series at Maytag Park that starts a week from Thursday. Mayor Hansen announced that he would be changing the Emergency Proclamation and bringing council back up to the dais.

Moved by Trotter, seconded by Mullan to adjourn the meeting at 6:47 P.M. Motion unanimously carried by voice vote.

Michael L. Hansen, Mayor

Katrina Davis, City Clerk

RESOLUTION NO. 2021- _____

**RESOLUTION APPOINTING NOREEN OTTO TO SERVE ON THE
LIBRARY BOARD OF TRUSTEES FOR A TERM ENDING JUNE 30,
2024**

WHEREAS, Jo Kono has vacated her position early on the Library Board of Trustees as an At-Large member with a term ending June 30th, 2024, and

WHEREAS, Noreen Otto has expressed an interest in serving on the Library Board and is qualified to do so;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: that Noreen Otto is hereby appointed to the Library Board of Trustees for a term ending June 30, 2024.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item: Resolution Approving Contract for Auditing Services and Preparation of Annual Financial Statements

Summary: This awards the contract for the City's annual financial audit to Gronewold, Bell, Kyhnn, and Co. of Atlantic for the next three years (2021, 2022, 2023).

Financial Impact:

The contract totals a maximum of \$71,450 over three years, consistent with current and anticipated budgets.

Report Number: 21-138

Date: June 7, 2021

Lead Department:
Administration

Recommendation:
Approval

Background:

The City of Newton is required by Iowa Code to conduct an annual audit of its financial accounts and records. This process ensures that all of the public money is properly accounted for and that required accounting standards are being met.

The City has reached the end of a three-year agreement with the firm of Gronewold, Bell, Kyhnn, and Co of Atlantic to provide the auditing services. In order to enter a new agreement, the City sent out a request for proposals in May to nine private accounting firms for another three-year agreement. Five responses were received by the May 7th deadline. The responses were from Gronewold, Bell, Kyhnn, and Co., PC, from Atlantic; Eide Bailly, LLP from Dubuque; Faller, Kincheloe & Co from Des Moines; Denman & Company from Des Moines; and Clifton, Larson, Allen LLP from West Des Moines.

City of Newton staff scored each of the proposals based on a criteria system recommended by the State of Iowa's Auditor's office. Seventy-five percent of the points were based on experience, accounting resources, understanding of the work, and timetable, while just twenty-five percent of the scoring was based on cost.

Based on the scoring system, along with strong positive previous work experience with the City of Newton, Staff recommends that the contract for auditing services be awarded to Gronewold, Bell, Kyhnn, and Co., PC, of Atlantic, Iowa. The cost for the preparation of financial statements and auditing services would be a maximum of \$23,650 for Fiscal Year 2020-21, \$23,800 for Fiscal Year 2021-22, and \$24,000 for Fiscal Year 2022-23. The General Fund budget approved for next fiscal year for auditing services is \$27,000, so the proposal would be within that constraint.

Recommendation:

Staff recommends approving the proposal from the Gronewold, Bell, Kyhnn, and Co., PC, of Atlantic, Iowa, to prepare the financial statements and perform the audit for the fiscal years ending June 30, 2021, 2022 and 2023.

A handwritten signature in black ink, appearing to read "Jarrod Wellik".

Jarrod Wellik
Acting City Administrator

RESOLUTION NO. 2021– _____

**RESOLUTION APPROVING CONTRACT FOR AUDITING SERVICES
AND PREPARATION OF ANNUAL FINANCIAL STATEMENTS**

WHEREAS, the City's three-year contract with the firm of Gronewold, Bell, Kyhnn, and Co. from Atlantic, Iowa for preparation of financial statements and auditing services has expired; and

WHEREAS, the requests for proposals for preparation of financial statements and auditing services were sent to nine audit providers, with five submitting proposals; and

WHEREAS, the proposal submitted by the firm of Gronewold, Bell, Kyhnn & Co., PC, of Atlantic, Iowa, was selected from the proposals based on the scoring criteria included in the request for proposals; and

WHEREAS, the proposal from Gronewold, Bell, Kyhnn & Co., PC, incorporates the following maximum costs for the fiscal years ending June 30, 2021, 2022, and 2023 respectively: \$23,650, \$23,800, and \$24,000.

NOW THEREFORE, BE IT RESOLVED that the attached contract with Gronewold, Bell, Kyhnn & Co., PC, be approved for preparation of financial statements and auditing services at a maximum cost of \$23,650 for Fiscal Year 2020-21, \$23,800 for Fiscal Year 2021-22, and \$24,000 for Fiscal Year 2022-23.

PASSED this _____ day of June, 2021

APPROVED this 7th day of June, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution Fixing the Amounts to be assessed against individual private properties for the abatement of nuisance violations (Schedule No. 21-04).

Report Number: 21-139

Date:

June 7, 2021

Summary:

The City of Newton abated some nuisances, such as tall grass/weeds, trash, or snow. These costs remain unpaid by the property owner(s) and should be assessed to the property taxes.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Cost Recovery: \$1,933.98

Background:

The City continues to work towards better curb appeal and improved aesthetics within the community. The City abated violations that remained non-compliant after the initial warning period.

The attached schedule lists owner, parcel number, address, amount to be assessed, date work was completed, property legal description, and property valuation.

Recommendation:

City Staff recommends approval of the Resolution fixing the amounts to be assessed against individual private properties for the abatement of nuisance violations.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is positioned above the printed name.

Jarrod Wellik
Acting City Administrator

RESOLUTION 2021- _____

**RESOLUTION FIXING THE AMOUNTS TO BE ASSESSED AGAINST INDIVIDUAL
PRIVATE PROPERTIES FOR THE ABATEMENT OF NUISANCE VIOLATIONS
(SCHEDULE NO. 21-04)**

WHEREAS, the City of Newton has abated nuisance violations at the addresses as found in Schedule No. 21-04: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the City of Newton has maintained a report of the abatement costs for each individual property as found in Schedule 21-04: Assessment for the Expenses for Nuisance Abatement; and

WHEREAS, the expenses have been billed to the property owners and remain unpaid.

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Schedule 21-04: Assessment for the Expenses for Nuisance Abatement is approved.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of Newton, Iowa, that the City Clerk is hereby directed to prepare, sign, and file in the clerk's office the Schedule 21-04: Assessment for the Expenses for Nuisance Abatement.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Schedule 21-04: Assessment for the Expenses for Nuisance Abatement

Deed/Contract Holder	Parcel Number	Property Address	City	Net Assessed Property Value	Abatement Fee	Admin. Fee	Total Amount Assessed	Legal	Date Abated
Samuel Martin	834226008	308 E 8th St N	Newton	\$28,820	\$470.28	\$75.00	\$545.28	EAST NEWTON LOT 10 BLK 2	3/9/2021
Sam Huff	827411001	830 E 6th St N	Newton	\$68,370	\$1,094.85	\$75.00	\$1,169.85	EDMUNDSON'S ADD LOT 12 BLK 20 EX S 8'	4/14/2021
David Jacobs	835254010	517 E 8th St S	Newton	\$89,230	\$143.85	\$75.00	\$218.85	AURORA HEIGHTS SD LOT 27 BLK F	4/27/2021
Total							\$1,933.98		

City of Newton Council Report

Item:

Resolution awarding contract for the 2021 Parks Mowing Contract No. 4.

Summary:

Award of contract to mow and trim at 7 City-owned locations during the 2021 growing season.

Financial Impact:

\$7,245.00 from the Parks 4030 General Fund budget and \$1,400.00 from Community Development's D&D budget.



Report Number: 21-140

Date:

June 7, 2021

Lead Department:

Community Services

Recommendation:

Approve

Background:

The City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots including many of those lots acquired through the D & D process. With this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained.

A request for quotes was prepared and sent out for the mowing and trimming at 7 City-owned lots for the 2021 growing season. The locations included:

- 2801 Rusty Wallace Drive
- S 8th Ave E @ E 23rd St S
- E 19th St N @ N 8th Ave E & N 9th Ave E
- W 19th St S @ S 12th Ave W
- 1401 1st Ave W
- 312 W 8th St N
- NE of 1204 1st Ave E

These locations included are mainly vacant or undeveloped, are generally not used by the public, and require a minimal level of maintenance.

The following quotes were received and opened on May 28, 2021:

Brad Portner – Newton, Iowa \$ 8,645.00

Shannon Dannen - Newton, Iowa \$ 12,145.00

The apparent lowest quote of \$8,645.00 is from Brad Portner of Newton, Iowa. Staff's estimated cost to complete the same work using seasonal labor and City equipment is \$11,550.00 for the season.

Recommendation:

City Staff recommends that Council award a contract for the 2021 Parks Mowing Contract No. 4 to Brad Portner of Newton, Iowa.

A handwritten signature in black ink, appearing to read "Jarrod Wellik". The signature is fluid and cursive, with the first name "Jarrod" being more prominent than the last name "Wellik".

Jarrod Wellik
Acting City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDING CONTRACT FOR THE
2021 PARKS MOWING CONTRACT NO. 4**

WHEREAS, the City of Newton Community Services Department is responsible for not only mowing and maintaining all City parks and cemeteries, but also mows and removes snow at numerous other City-owned lots including many of those lots acquired through the D & D process; and

WHEREAS, with this large inventory of vacant lots to maintain, additional costs are incurred in both equipment and labor to keep these extra lots maintained; and

WHEREAS, a request for quotes was prepared and sent out for the mowing and trimming at 7 City-owned lots for the 2021 growing season; and

WHEREAS, sealed quotes were received and opened on May 28, 2021; and

WHEREAS, City staff recommends that the City of Newton award a contract to Brad Portner of Newton, Iowa for the 2021 Parks Mowing Contract No. 4 based on the low responsive, responsible quote received in the amount of \$8,645.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Newton, Iowa, that the quote of Brad Portner of Newton, Iowa, in the amount of Eight Thousand, Six Hundred Forty-Five Dollars and Zero Cents (\$8,645.00) for the 2021 Parks Mowing Contract No. 4 is hereby accepted, the same being the lowest quote received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Contract executed by Brad Portner of Newton, Iowa for the 2021 Parks Mowing Contract No. 4, said contract to be signed by the Mayor and City Clerk on behalf of the City, be and the same are hereby approved; and that payment for completed work shall be made using \$7,245.00 from the Parks 4030 General Fund budget and \$1,400.00 from Community Development's D&D budget.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project.

Report Number: 21-141

Date:

June 7, 2021

Summary:

Final Acceptance of the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$44,772.00; and this action would accept the project and authorize payment of the retainage amount of \$2,484.60.

Background:

The Newton Parks hike & bike trails in Agnes Patterson Park have started to deteriorate and are in need of repairs. Cracks and uneven joints create unsafe conditions for cyclists, walkers, and runners using the trails. Repairs have been completed in the south half of Agnes Patterson Park, and this project would make the remaining needed repairs in the north half.

The Community Services Department prepared plans and specifications for the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project, and City Council passed a resolution on April 5, 2021 awarding a contract to Caliber Concrete, LLC of Adair, Iowa in the amount of \$44,772.00.

The Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work is \$49,692.00.

Recommendation:

City staff recommends accepting the completion of the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project, and authorizing the retainage amount of \$2,484.60 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Jarrod Wellik
Acting City Administrator

RESOLUTION 2021- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE AGNES PATTERSON PARK TRAIL REPAIRS
AND ADA PARKING IMPROVEMENTS PROJECT**

WHEREAS, the Newton Parks hike & bike trails in Agnes Patterson Park have started to deteriorate and are in need of repairs. Cracks and uneven joints create unsafe conditions for cyclists, walkers, and runners using the trails. Repairs have been completed in the south half of Agnes Patterson Park, and this project would make the remaining needed repairs in the north half; and

WHEREAS, the City of Newton Community Services Department prepared plans and specifications for the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project, and sealed bids were received and opened for said project by the City on February 26, 2021; and

WHEREAS, the City Council of the City of Newton awarded a contract to Caliber Concrete, LLC of Adair, Iowa in the amount of \$44,772.00 on April 5, 2021 for the Agnes Patterson Park Trail Repairs and ADA Parking Improvements Project; and

WHEREAS, Caliber Concrete, LLC has completed their work, and the Community Services Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project and the final contract amount of \$49,692.00 based on measured quantities; and authorizes the Community Services Director to execute payment of the retainer in the amount of \$2,484.60 to Caliber Concrete, LLC no sooner than 30 days after approval of this resolution, should no claims be on file, with said payment being made using 2020 Bond funds.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Newton Airport Apron Expansion Project.

Report Number: 21-142

Date:

June 7, 2021

Summary:

Final acceptance and authorization to release retainage on the apron paving expansion project at the Newton Airport.

Lead Department:

Community Services

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$511,595.00; and this action would accept the project and authorize payment of the retainage amount of \$27,656.08.

Background:

Included in the 2019 Airport Improvement Plan (AIP) for the Newton Municipal Airport was an apron expansion project. The Newton Airport Apron Expansion Project was not only needed to provide additional aircraft parking areas which are in short supply on race weekends, but also replaced some existing aircraft parking areas to be lost when the future taxiway realignment project is constructed.

Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa prepared plans and specifications for the Newton Airport Apron Expansion Project, and City Council passed Resolution 2019-121 on June 17, 2019 awarding a contract to Con-Struct, Inc. of Marshalltown, Iowa in the amount of \$511,595.00.

The contractor has completed their work and the Project Engineer has signed the Engineer's Statement of Completion form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work along with three previously approved change orders, is \$553,121.58.

Recommendation:

City staff recommends accepting the completion of the Newton Airport Apron Expansion Project, and authorizing the retainage amount of \$27,656.08 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Jarrod Wellik
Acting City Administrator

RESOLUTION 2021- _____

**RESOLUTION ACCEPTING COMPLETION OF THE
NEWTON AIRPORT APRON EXPANSION PROJECT**

WHEREAS, the 2019 Airport Improvement Plan (AIP) for the Newton Municipal Airport included the Newton Airport Apron Expansion Project, which was not only needed to provide additional aircraft parking areas which are in short supply on race weekends, but also replaced some existing aircraft parking areas to be lost when the future taxiway realignment project is constructed; and

WHEREAS, Clappsaddle-Garber Associates (CGA) of Marshalltown, Iowa prepared plans and specifications for the Newton Airport Apron Expansion Project, and City Council passed Resolution 2019-121 on June 17, 2019 awarding a contract to Con-Struct, Inc. of Marshalltown, Iowa in the amount of \$511,595.00; and

WHEREAS, the contractor has completed their work and the Project Engineer has signed the Engineer's Statement of Completion form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract; and

WHEREAS, the final contract amount based on actual measured quantities of work along with three previously approved change orders, is \$553,121.58.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Community Services Director to execute payment of the retainer in the amount of \$27,656.08 to Con-Struct, Inc. of Marshalltown, Iowa no sooner than 30 days after approval of this resolution, should no claims be on file, with said payment being made using 2019 Bond funds.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

**Item:**

Resolution accepting completion of the Public Works Middle Bay Electrical Improvements Project.

Report Number: 21-143

Date:

June 7, 2021

Summary:

Final Acceptance of the Public Works Middle Bay Electrical Improvements Project.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$8,921.00; and this action would accept the project and authorize payment of the retainage amount of \$563.21.

Background:

Due to the repurposing of the former Public Works office building there is a need for space for the Community Services mechanic to have a work space along with the Public Works mechanic. To accommodate two mechanics, the middle bay of the Public Works garage will be remodeled and the electrical system updated for use by the Public Works mechanic.

The Public Works Department prepared plans and specifications for the Public Works Middle Bay Electrical Improvements Project, and City Council passed a resolution on March 15, 2021 awarding a contract to Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$8,921.00.

The Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work and the issuance of two change orders, is \$11,264.26.

Recommendation:

City staff recommends accepting the completion of the Public Works Middle Bay Electrical Improvements Project, and authorizing the retainage amount of \$563.21 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

Jarrod Wellik
Acting City Administrator

RESOLUTION 2021- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE PUBLIC WORKS MIDDLE BAY
ELECTRICAL IMPROVEMENTS PROJECT**

WHEREAS, due to the repurposing of the former Public Works office building there is a need for space for the Community Services mechanic to have a work space along with the Public Works mechanic. To accommodate two mechanics, the middle bay of the Public Works garage will be remodeled and the electrical system updated for use by the Public Works mechanic; and

WHEREAS, the City of Newton Public Works Department prepared plans and specifications for the Public Works Middle Bay Electrical Improvements Project, and sealed bids were received and opened for said project by the City on February 26, 2021; and

WHEREAS, the City Council of the City of Newton awarded a contract to Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$8,921.00 on March 15, 2021 for the Public Works Middle Bay Electrical Improvements Project; and

WHEREAS, The final contract amount, based on actual measured quantities of work and the issuance of two change orders, is \$11,264.26; and

WHEREAS, Van Maanen Electric, Inc. has completed their work, and the Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$563.21 to Van Maanen Electric, Inc. no sooner than 30 days after approval of this resolution, should no claims be on file, with said payment being made using 2020A Bond funds.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report



Item:

Resolution accepting completion of the Downtown Newton Lighting Improvements Project, phase 1.

Report Number: 21-144

Date:

June 7, 2021

Summary:

Final Acceptance of the Downtown Newton Lighting Improvements Project.

Lead Department:

Public Works

Recommendation:

Approve

Financial Impact:

Council previously approved a contract for \$79,320.00; and this action would accept the project and authorize payment of the retainage amount of \$4,210.65.

Background:

Alliant Energy plans to begin removing a portion of the downtown "H-structures", eliminating the 480V system and installing a new power distribution system (120/208 V) to service the customers in the alleyway and north side of the square. The existing street lights will not operate at the new, lower voltage (120/208V). As a result, the City's street lighting system will need to be powered from a new power source, at 120/208V.

The Public Works Department prepared plans and specifications for the Downtown Newton Lighting Improvements Project, and City Council passed a resolution on July 20, 2021 awarding a contract to Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$79,320.00.

The Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work and the issuance of one change order, is \$84,212.91.

Recommendation:

City staff recommends accepting the completion of the Downtown Newton Lighting Improvements Project, phase 1, and authorizing the retainage amount of \$4,210.65 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is written over a light gray circular stamp.

Jarrod Wellik
Acting City Administrator

RESOLUTION 2021- _____

**RESOLUTION ACCEPTING COMPLETION
OF THE DOWNTOWN NEWTON LIGHTING IMPROVEMENTS PROJECT, PHASE 1**

WHEREAS, Alliant Energy plans to begin removing a portion of the downtown “H-structures”, eliminating the 480V system and installing a new power distribution system (120/208 V) to service the customers in the alleyway and north side of the square. The existing street lights will not operate at the new, lower voltage (120/208V). As a result, the City's street lighting system will need to be powered from a new power source, at 120/208V; and

WHEREAS, the City of Newton Public Works Department prepared plans and specifications for the Downtown Newton Lighting Improvements Project, and sealed bids were received and opened for said project by the City on February 26, 2021; and

WHEREAS, the City Council of the City of Newton awarded a contract to Van Maanen Electric, Inc. of Newton, Iowa in the amount of \$79,320.00 on July 10, 2020 for the Downtown Newton Lighting Improvements Project; and

WHEREAS, Van Maanen Electric, Inc. has completed their work, and the Public Works Director has signed the Statement of Completion Form stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$4,210.65 to Van Maanen Electric, Inc. no sooner than 30 days after approval of this resolution, should no claims be on file, with said payment being made using Road Use Tax Funds.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item:

Resolution accepting completion of the 1st Ave E (Hwy 6) HMA Resurfacing Project (from approx. 300' West of E 14th St to Iowa Speedway Dr.)

Summary:

Accept completion of project to resurface 1st Ave E and construct public sidewalks.

Financial Impact:

Council previously approved a contract for \$770,818.87 on October 7, 2019 and a change order for an additional \$42,449.32 on January 18, 2021; this action would accept the project and authorize payment of the retainage amount of \$26,567.29



Report Number: 21-145

Date:

June 7, 2021

Lead Department:

Public Works

Recommendation:

Approve

Background:

The section of 1st Ave E from the 1300 Block to E 28th Street was last overlaid with asphalt pavement in 1987 and is in need of new surfacing. Along with resurfacing, the 1st Ave corridor between E 14th St and Iowa Speedway Dr. is in need of a continuous sidewalk for pedestrian use. Iowa Speedway Dr. is a federal-aid classified road in Newton and is qualified to receive Surface Transportation Program (STP) funds from the Federal Highway Administration. STP projects are 80% federal funded with 20% local match.

On November 5, 2018 City Council approved resolution no. 2018-254, which authorized the City to enter into a revised funding agreement administered by the Iowa DOT for the 1st Ave E Asphalt Resurfacing Project. This agreement was for DOT project no. STBG-SWAP-5482(621)--SG-50, with the City using up to a maximum of \$453,000 of available federal funds with no local match required to pay for the City's portion of this project.

On February 18, 2019 City Council approved resolution no. 2019-039, which authorized the City of enter into cooperative agreement #2019-16-062 with the Iowa DOT for their cost-sharing participation on the project. The cooperative agreement spelled out the DOT's commitment to pay an estimated \$600,000 for their share of the project.

The City prepared and submitted plans to the Iowa Department of Transportation (DOT). City Council passed a resolution on October 7, 2019 awarding a contract to In-Roads, LLC of Des Moines, Iowa in the amount of \$770,818.87, a change was order approved on January 19, 2021 for \$42,449.32, a previous change order had been approved by the Public Works Director in the amount of \$8,258.68. The Statement of Completion Form has been signed stating that the project has been substantially

completed in general compliance with the terms, conditions and stipulations of said contract. The final contract amount, based on actual measured quantities of work completed and the issuance of two change order is \$885,576.29. The city's share of projects costs is \$284,571.53 which will be paid with federal SWAP funds.

Recommendation:

City staff recommends accepting the completion of the 1st Ave E (Hwy 6) HMA Resurfacing Project (from approx. 300' West of E 14th St to Iowa Speedway Dr.), and authorizing the retainage amount of \$26,567.29 to be paid to the contractor no sooner than 30 days after approval of this resolution should no claims be on file.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", written in a cursive style.

Jarrod Wellik
Acting City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION ACCEPTING COMPLETION OF THE 1ST AVE E (HWY 6) HMA
RESURFACING PROJECT (FROM APPROX. 300' WEST OF E 14TH ST TO IOWA
SPEEDWAY DR.).**

WHEREAS, the section of 1st Ave E from the 1300 Block to E 28th Street was last overlaid with asphalt pavement in 1987 and is in need of new surfacing. Along with resurfacing, the 1st Ave corridor between E 14th St and Iowa Speedway Dr. is in need of a continuous sidewalk for pedestrian use.; and

WHEREAS, On November 5, 2018 City Council approved resolution no. 2018-254, which authorized the City to enter into a revised funding agreement administered by the Iowa DOT for the 1st Ave E Asphalt Resurfacing Project. This agreement was for DOT project no. STBG-SWAP-5482(621)--SG-50, with the City using up to a maximum of \$453,000 of available federal funds with no local match required to pay for the City's portion of this project; and

WHEREAS, On February 18, 2019 City Council approved resolution no. 2019-039, which authorized the City of enter into cooperative agreement #2019-16-062 with the Iowa DOT for their cost-sharing participation on the project. The cooperative agreement spelled out the DOT's commitment to pay an estimated \$600,000 for their share of the project; and

WHEREAS, the City prepared and submitted plans to the Iowa Department of Transportation (DOT); and

WHEREAS, the City Council of the City of Newton awarded a contract to In-Roads, LLC of Des Moines, Iowa in the amount of \$770,818.87 on October 7, 2019 and approved a change order in the amount of \$42,449.32 on January 19, 2021, a previous change order had been approved by the Public Works Director in the amount of \$8,258.68; and

WHEREAS, In-Roads, LLC has completed work on the project, and the Statement of Completion Form has been signed stating that the project has been substantially completed in general compliance with the terms, conditions and stipulations of said contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa that the City of Newton hereby accepts completion of the project, approves the final contract amount of \$885,576.29 based on final measured quantities and the issuance of two change orders, and authorizes the Public Works Director to execute payment of the retainer in the amount of \$26,567.29 to In-Roads, LLC no sooner than 30 days after approval of this resolution, should no claims be on file.

PASSED this ____ day of June, 2021.

APPROVED this ____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the purchase of a PCC Saw for Public Works Operations.

Summary: To replace an existing 2004 Pro 3511130 PCC Saw.

Financial Impact: \$25,904.42 paid with Stormwater utility Funds.



Report Number: 21-146

Date: June 7, 2021

Lead Department: Public Works

Recommendation: Approve

Background

Public Works Operations currently has a 2004 Target Pro 30" concrete saw. The 2004 PCC saw has increased maintenance costs and is at the scheduled time for replacement. PCC acronym is Portland Cement Concrete and the PCC saw was included in the capital equipment plan for fiscal year FY2022. Public Works Operations has a need on a regular basis for the use of the PCC saw for many of the operational needs including wet sawing concrete for City maintenance repairs, asphalt repairs and to provide services to local contractors.

City staff prepared and requested bids to meet our specifications.

The following bids for a Husqvarna Concrete Saw Model # FS 5000 was obtained:

<u>Equipment Dealer</u>	<u>Model</u>	<u>Bid Price</u>
Star Equipment Des Moines, Iowa	FS 5000	\$25,904.42
Logan Contractor Supply Urbandale, Iowa	FS 5000	\$26,130.00
White Cap Supply Des Moines, Iowa	FS 5000	\$28,674.99

Recommendation

Approval of the resolution authorizing the Public Works Director to purchase a Husqvarna Concrete Saw from Star Equipment of Des Moines, Iowa for \$25,904.42 and placing the existing 2004 PCC saw on Public Surplus online auction with a reserve amount of \$2,000, which is equal to the trade-in value offered by Star Equipment, choosing whichever option is higher. The purchase of the PCC Saw will be paid utilizing Stormwater Utility funds.

Jarrod Wellik
Acting City Administrator

RESOLUTION NO. 2021-_____

**RESOLUTION AUTHORIZING THE PURCHASE OF A PCC SAW FOR
PUBLIC WORKS OPERATIONS**

WHEREAS, a PCC saw was included in the capital equipment plan for fiscal year 2021-2022; and

WHEREAS, city staff prepared and obtained quotes for a new PCC saw; and

WHEREAS, based on the desired specifications for a PCC saw, the low bid price was from Star Equipment of Des Moines, Iowa in an amount of \$25,904.42 for a Husqvarna PCC Saw Model #FS 5000; and

WHEREAS, the existing 2004 Target Pro Saw will either be sold to Star Equipment of Des Moines, Iowa for \$2,000.00 or sold through Public Surplus online auction for an amount greater than \$2,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to purchase a new Husqvarna PCC Saw Model #FS 5000 from Star Equipment of Des Moines, Iowa in the amount of \$25,904.42. The PCC saw will be paid utilizing Stormwater utility funds; and

THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Newton, Iowa, that the Public Works Director is authorized to sell the existing PCC saw, either to Star Equipment of Des Moines, Iowa for \$2,000.00, or on Public Surplus online auction, whichever is higher.

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution authorizing the filing of 657A.10A petitions for abandoned property at 1017 West 4th Street South, 211 South 15th Avenue West, 323 West 2nd Street South, 519 East 19th Street South, and 901 North 6th Avenue East, Newton.

Summary: The structures at these properties appear to have been abandoned by the property owners. The 657A.10A process will allow the City to acquire the property in order to address the abandonment.

Financial Impact: \$5,000 per property in legal and court fees to be paid from the D&D Bonded Funds



Report Number: 21-147

Date: June 7, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: City staff has been monitoring the subject addresses for several months. Each of these property exhibit some evidence of abandonment by their property owners. Taxes for each property remain unpaid.

The State Code 657A.10A process allows cities to petition the court for ownership of abandoned buildings.

Funding Source: D&D Bonded Funds will be utilized to pay for the legal costs associated with acquiring the property through the process authorized by State Code 657A.10A. Upon ownership, the City may demolish the structures on the properties. If any structure appears salvageable, an opportunity for rehabilitation may be available.

Recommendation: City Staff recommends approval.

A handwritten signature in black ink, appearing to read "Jarrod Wellik". The signature is fluid and cursive.

Jarrod Wellik
Fire Chief, Acting City Administrator

1017 West 4th Street South East Photo



211 South 15th Avenue West Photo



323 West 2nd Street South Photos



*Above: The front and rear of the home. Below: Unsecured rear door.
City Nuisance Program has recently mowed the property.*

519 East 19th Street South Photos



Photo courtesy Google street view.

901 North 6th Avenue East Photos



City Nuisance Program recently abated long grass, just prior to photos taken.

RESOLUTION NO. 2021 – _____

RESOLUTION AUTHORIZING THE FILING OF 657A.10A PETITIONS FOR ABANDONED PROPERTY AT 1017 WEST 4TH STREET SOUTH, 211 SOUTH 15TH AVENUE WEST, 323 WEST 2ND STREET SOUTH, 519 EAST 19TH STREET SOUTH, AND 901 NORTH 6TH AVENUE EAST, NEWTON

WHEREAS, the City of Newton has established a Dangerous and Dilapidated Building Program through which it acquires real estate for sale and redevelopment, and,

WHEREAS, State of Iowa Code 657A.10A allows for cities to petition for ownership of abandoned buildings, and these identified properties appear to meet the criteria of abandoned buildings;

WHEREAS, legal fees and court costs associated with the filing of the petitions amount to \$5,000 per property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa: That staff is directed to file a petition for the following property in accordance with State of Iowa Code 657A.10A for ownership of the abandoned building at the following locations:

1017 West 4th Street South, legally described as:

PART OF LOT B OF BLOCK ONE OF CARRIER'S MEADOWS ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF LOT TEN, BLOCK ONE OF CARRIER'S MEADOWS ADDITION, RUN THENCE NORTH FIFTY FEET, THENCE WEST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEET, THENCE SOUTH FIFTY FEET, THENCE EAST ONE HUNDRED FORTY-EIGHT AND FIVE TENTHS FEET TO THE POINT OF BEGINNING AS SHOWN IN PLAT BOOK D, AT PAGE 52 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

211 South 15th Avenue West, legally described as:

SOUTH HALF OF LOT 3, THE EAST 44 FEET OF THE WEST HALF OF THE NORTH HALF OF LOT 3, AND THE WEST HALF OF THE EAST HALF OF THE NORTH HALF OF LOT 3 ALL IN BLOCK "B", GUTHRIE'S SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 79 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA NOW IN AND FORMING A PART OF THE CITY OF NEWTON, IOWA.

323 West 2nd Street South, legally described as:

LOT THIRTEEN OF THE SUBDIVISION OF OUT LOT SIXTEEN, CITY OF NEWTON, JASPER COUNTY, IOWA AS SHOWN BY PLAT BOOK B AT PAGE 398 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

519 East 19th Street South, legally described as:

LOT 26, BLOCK "X" IN AURORA HEIGHTS SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA AS APPEARS IN PLAT BOOK "D", AT PAGE 96 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SITUATED IN JASPER COUNTY IN THE STATE OF IOWA.

901 North 6th Avenue East, legally described as:

LOT TWENTY-ONE (21) IN LONG'S SUBDIVISION IN THE CITY OF NEWTON, JASPER COUNTY, IOWA, AS SHOWN IN PLAT BOOK "B" AT PAGE 605 IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

PASSED this _____ day of June, 2021

APPROVED this _____ day of June, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for North Central Urban Renewal Area.

Summary: Setting a public hearing on July 6, 2021 to amend the North Central Urban Renewal Area Plan

Financial Impact:
No Financial Impact, only sets a Public Hearing



Report Number: 21-148

Date: June 7, 2021

Lead Department:
Finance

Recommendation:
Approval

Background:

The City Council of the City of Newton Iowa has created the North Central Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project within an urban renewal area, a city must amend the existing Urban Renewal Plan to describe that new project.

An amendment to the Plan has been prepared which consists of updates of the 2017 DMACC improvement assistance (removing unfunded elements), updates the Downtown Micro-Grant Program Description, updates description of the manufactured gas plant remediation project, and describes new urban renewal area projects. It is now necessary that a date be set for a public hearing on the Amendment.

Recommendation:

Staff recommends approval of the Resolution setting a Public Hearing on July 6, 2021 to amend the North Central Urban Renewal Plan.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is positioned above the printed name and title.

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for North Central Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the North Central Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) updates the DMACC Campus Improvements, Growth and Educational Opportunities Project previously approved by the City Council in the January 23, 2017 Amendment to the Plan; (2) updates the description of the City’s Downtown Micro-Grant Program previously approved by the City Council in the March 18, 2019 Amendment to the Plan; (3) updates the description of the City’s Manufactured Gas Plant Remediation Project previously approved by the City Council in the March 18, 2019 Amendment to the Plan; and (4) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of the City’s Urban Renewal Administration and Professional Support Program; (b) using tax increment financing to pay the costs of the City’s Economic Development Local Business Support Program; (c) providing tax increment financing support to Cindy Rogers-Sell in connection with the renovation of an existing building for use in the business operations of a retail store; (d) providing tax increment financing support to CRH Properties, LLC in connection with the renovation of an existing building for use in the business operations of a retail store; (e) providing tax increment financing support to Best Midwest Properties, L.L.C. in connection with the renovation of an existing building into a multiuse facility including a commercial retail unit and multiresidential units; (f) providing tax increment financing support to Catalyst Development Newton, LLC in connection with the redevelopment of certain existing buildings situated on the site of the former Maytag corporate headquarters into a multiuse development including a hotel facility, event center and an apartment building; (g) using tax increment financing to pay the costs of installing street lighting improvements in the Downtown Business District; (h) using tax increment financing to pay the costs of installing street lighting improvements at a City parking lot in the Downtown Business District; (i) using tax increment financing to pay the costs of constructing street improvements in the Downtown Business District; (j) using tax increment financing to pay the costs of constructing a dog park at Sunset Park; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. This City Council will meet electronically and/or at the _____, Newton, Iowa on July 6, 2021, at _____ o’clock ____m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation

in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, the City Clerk and/or the Community Development Director are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this June 7, 2021.

Mayor

Attest:

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
NORTH CENTRAL URBAN RENEWAL AREA

July, 2021

The Urban Renewal Plan (the “Plan”) for the North Central Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of (1) updating the descriptions of certain urban renewal projects referenced herein; and (2) identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Update Description of the DMACC Campus Improvements, Growth and Educational Opportunities Project. The City approved the DMACC Campus Improvements, Growth and Educational Opportunities Project in the January 23, 2017 Amendment to the Plan. The amount of tax increment financing assistance to be provided by the City in connection with the DMACC Campus Improvements, Growth and Educational Opportunities Project is hereby reduced from \$6,000,000 to \$1,500,000.

2) Update Description of the Downtown Micro-Grant Project. The City approved the Downtown Micro-Grant Project in the March 18, 2019 Amendment to the Plan. It is now necessary to update the description of the Downtown Micro-Grant Project as follows:

Name of Project: The name of the Downtown Micro-Grant Project is hereby changed to the “Downtown Micro-Grant and Downtown Housing Grant Programs.”

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Programs: March 18, 2019 and updated on July 6, 2021

Description of Downtown Micro-Grant Program: The City acknowledges the importance of the success of local businesses and the alleviation of blighted conditions to the promotion of economic development in the City and in the Urban Renewal Area. The Downtown Micro-Grant Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Downtown Micro-Grant Program through the provision of economic development grants (the “Grants”) to qualifying local businesses in the Urban Renewal Area.

The Grants will be targeted to assist local business owners with building (i) façade improvement projects; (ii) interior building improvements; and (iii) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Downtown Micro-Grant Program.

Description of Downtown Housing Grant Program: The City acknowledges the importance of the rehabilitation of residential units and the alleviation of blighted conditions to the promotion of economic development in the City and in the Urban Renewal Area. The Downtown Housing Grant Program is designed to provide public support to the rehabilitation of residential units in the Main Street District situated in Urban Renewal Area. The City will provide fiscal support to the Downtown Housing Grant Program through the provision of economic development grants (the “Housing Grants”) to qualifying local property owners within the Main Street District situated in the Urban Renewal Area.

The Housing Grants will be targeted to assist local property owners with undertaking certain improvements to residential units located in existing buildings including (i) window rehabilitation or replacement; (ii) plumbing, electrical and mechanical work, fixtures and units; (iii) the installation of basic household appliances; (iv) flooring or rehabilitation of historic flooring; (v) the installation of interior drywall, plaster and wood improvements; and (vi) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Downtown Housing Grant Program.

Description of Use of TIF: The economic development grants for the Downtown Micro-Grant Program and the Downtown Housing Grant Program will be funded with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City’s obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Downtown Micro-Grant and Downtown Housing Grant Programs will not exceed \$650,000 (increased from \$350,000 in the March 18, 2019 Amendment to the Plan), over the course of the City’s 2020 through 2025 fiscal years.

3) Update Description of the Manufactured Gas Plant Remediation Project. The City approved the Manufactured Gas Plant Remediation Project in the March 18, 2019 Amendment to the Plan. It is now necessary to update the description of the Manufactured Gas Plant Remediation Project as follows:

Name of Project: Manufactured Gas Plant Remediation Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: March 18, 2019 and updated on July 6, 2021

Description of the Project and Project Location: The City owns certain real property (the “Gas Plant Property”) situated near W. 3rd Street North and 6th Avenue West that previously served as the site of a manufactured gas plant. The Manufactured Gas Plant Remediation Project will include (1) the hiring of professional consultants to undertake certain monitoring, testing and assessment activities to determine the level of contamination of the Gas Plant Property; and (2) the remediation of contamination of the Gas Plant Property.

The Manufactured Gas Plant Remediation Project will contribute to the alleviation of conditions of blight in the Urban Renewal Area and the promotion of economic development on the real property situated adjacent to the Gas Plant Property.

Description of Use of TIF: It is anticipated that the City will pay for the Manufactured Gas Plant Remediation Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Manufactured Gas Plant Remediation Project will not exceed \$600,000 (increased from \$150,000 in the March 18, 2019 Amendment to the Plan).

4) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Urban Renewal Administration and Professional Support Program

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Program: July 6, 2021

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives in the City's 2022 through 2024 fiscal years (the "Admin Support Program"). The Admin Support Program will include planning, staffing, grant writing and administration, document support, record management, accounting, marketing, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

Description of Use of TIF: The City will fund its support contributions under the Admin Support Program from the proceeds of internal advances (the "Advances") of cash on hand. The City's annual contributions will be determined from year to year. The City will repay the Advances from incremental property tax revenues to be derived from the Urban Renewal Area. The amount of the Advances will be determined from year to year. The total amount of incremental property tax revenues to be applied to the City's Admin Support Program for the City's fiscal years 2022 through 2024 shall not exceed \$600,000.

B.

Name of Project: Economic Development Local Business Support Program

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of Loan Program: The City acknowledges the importance of the success of local businesses to the promotion of economic development in the City and the Urban Renewal Area. The Economic Development Local Business Support Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Program through the provision of economic development forgivable loans and/or grants (the “Financial Incentives”) to local businesses.

The Financial Incentives will be targeted to assist local business owners with (i) façade improvement projects; (ii) building or land acquisition costs; (iii) capital improvements; (iv) job creation or training; (v) accessibility improvements; (vi) utility upgrades; (vii) site development; (viii) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Economic Development Local Business Support Program.

Description of Use of TIF: It is anticipated that the City will fund the Financial Incentives with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City’s obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Economic Development Local Business Support Program will not exceed \$300,000 over the course of the City’s 2022 through 2026 fiscal years.

C.

Name of Project: 107 1st Avenue W Redevelopment Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: Cindy Rogers-Sell (the “Developer”) has undertaken the renovation of an existing building (the “Project”) on certain real property situated at 107 1st Avenue W in the Urban Renewal Area (the “Redevelopment Property”) for use in the business operations of a retail store.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$3,500.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$15,000, plus the Admin Fees.

D.

Name of Project: 117 1st Avenue W Redevelopment Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: CRH Properties, LLC (the “Developer”) has undertaken the renovation of an existing building (the “Project”) on certain real property situated at 117 1st Avenue W in the Urban Renewal Area (the “Redevelopment Property”) for use in the business operations of a retail store.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$3,500.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$25,000, plus the Admin Fees.

E.

Name of Project: 109 1st Avenue W Redevelopment Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: Best Midwest Properties, L.L.C. (the “Developer”) has undertaken the renovation of an existing building (the “Project”) on certain real property situated at 109 1st Avenue W in the Urban Renewal Area (the “Redevelopment Property”) into a multiuse building with a commercial retail unit and multiresidential units.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$3,500.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$15,000, plus the Admin Fees.

F.

Name of Project: Catalyst Development Newton, LLC Development Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: Catalyst Development Newton, LLC (the “Developer”) has proposed to undertake the redevelopment (the “Redevelopment Project”) of certain existing buildings situated on certain real property (the “Redevelopment Property”) formerly serving as the site of the Maytag corporate headquarters into a multiuse development including (i) a hotel facility; (ii) an apartment building and (iii) event center space.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the Redevelopment Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$15,000.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Redevelopment Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Redevelopment Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the Redevelopment Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development grant (the “Grant”) to the Developer thereunder. The Payments, in an amount not to exceed \$1,700,000, will be funded with incremental property tax revenues to be derived from the Redevelopment Property. The Grant, in an amount not to exceed \$60,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligation issued to fund the Grant may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Redevelopment Project including the Payments, the Grant, and the Admin Fees will not exceed \$1,775,000 plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Grant.

G.

Name of Project: Downtown Business District Street Lighting Improvement Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of Project and Project Site: The Downtown Business District Street Lighting Improvement Project (the “Street Lighting Project”) will consist of improvements to the street lighting in the City’s Downtown Business District including (i) the installation of LED upgrades; (ii) the repainting of decorative street lighting poles; and (iii) the replacement of certain wiring and the power feed for south downtown. The City acknowledges that the Street Lighting Project will enhance the quality of life in the City thereby resulting in residential and commercial growth.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Street Lighting Project.

Description of Use of TIF: It is anticipated that the City will pay for the Street Lighting Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Street Lighting Project will not exceed \$200,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Street Lighting Project.

H.

Name of Project: Northwest Parking Lot Street Lighting Improvement Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of Project and Project Site: The Northwest Parking Lot Street Lighting Improvement Project (the "Parking Lot Lighting Project") will consist of improvements to the street lighting in the reconstructed parking lot situated along N 2nd Ave W, W 3rd St. N and N 3rd Avenue W.

The City acknowledges that the Parking Lot Lighting Project will enhance the quality of life in the City thereby resulting in residential and commercial growth.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Parking Lot Lighting Project.

Description of Use of TIF: It is anticipated that the City will pay for the Parking Lot Lighting Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the Parking Lot Lighting Project will not exceed \$45,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Parking Lot Lighting Project.

I.

Name of Project: W 3rd St. N Street Resurfacing Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of Project and Project Site: The W 3rd St. N Street Resurfacing Project (the “Street Resurfacing Project”) will consist of street resurfacing and the incidental utility, landscaping, site clearance and cleanup work related thereto on and along the 200 to 300 block of W 3rd St. N.

It is expected that the completed Street Resurfacing Project will cause increased and improved ability of the City to provide adequate transportation infrastructure in the Urban Renewal Area.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to successfully undertake the Street Resurfacing Project.

Description of Use of TIF: It is anticipated that the City will pay for the Street Resurfacing Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Street Resurfacing Project will not exceed \$100,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Street Resurfacing Project.

J.

Name of Project: Sunset Park Improvements Project

Name of Urban Renewal Area: North Central Urban Renewal Area

Date of Council Approval of the Project: July 6, 2021

Description of Project and Project Site: The Sunset Park Improvements Project will consist of the construction of a dog park at Sunset Park in the City’s downtown.

It is anticipated that the completed Sunset Park Improvements Project will have a positive impact on commerce and economic development in the Urban Renewal Area through the provision of enhanced recreational amenities.

Description of Use of TIF: It is anticipated that the City will pay for the Sunset Park Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligation will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated

that the City's use of incremental property tax revenues for the Sunset Park Improvements Project will not exceed \$35,000, plus any interest expense incurred by the City on any borrowing undertaken for the funding of the Sunset Park Improvements Project.

5) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$45,967,721</u>
Outstanding general obligation debt of the City:	<u>\$28,591,485</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2021 Amendment:	<u>\$ 3,870,500*</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

Item: Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for 1st Avenue East Urban Renewal Area.

Summary: Setting a public hearing on July 6, 2021 to amend the 1st Avenue East Urban Renewal Area Plan

Financial Impact:
No Financial Impact, only sets a Public Hearing



Report Number: 21-149

Date: June 7, 2021

Lead Department:
Finance

Recommendation:
Approval

Background:

The City Council of the City of Newton Iowa has created the 1st Avenue East Urban Renewal Area and has approved an urban renewal plan for the Urban Renewal Area. Chapter 403 of the Code of Iowa requires that, before a city approves any new urban renewal project within an urban renewal area, a city must amend the existing Urban Renewal Plan to describe that new project.

An amendment to the Plan has been prepared which consists of updates as follows: describing business support program (grants or forgivable loans), Old Flooring Gallery redevelopment project at 1810 1st AVE E, Nehring Auto Inc redevelopment project at 1800 1st AVE E, and Dollar General Minimum Assessment (no incentives). It is now necessary that a date be set for a public hearing on the Amendment.

Recommendation:

Staff recommends approval of the Resolution setting a Public Hearing on July 6, 2021 to amend the 1st Avenue East Urban Renewal Plan.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is positioned above the printed name and title.

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. _____

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for 1st Avenue East Urban Renewal Area

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of the City’s Economic Development Local Business Support Program; (b) providing tax increment financing support to Hopkins Properties LLC in connection with the redevelopment of the former Flooring Gallery building for use in retail business operations and climate controlled storage; (c) providing tax increment financing support to Nehring Auto Inc. in connection with the renovation of an existing building for use in its business operations; (d) the disposition of certain City-owned property by the City to DGOGNewtonia02052020, LLC (the “Company”) in connection with the redevelopment by the Company of an existing building for use in the business operations of a Dollar General; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. This City Council will meet electronically and/or at the _____, Newton, Iowa on July 6, 2021, at _____ o’clock __.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, the City Clerk and/or the Community Development Director are hereby designated as the City's representatives in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this June 7, 2021.

Mayor

Attest:

City Clerk

CITY OF NEWTON, IOWA

URBAN RENEWAL PLAN AMENDMENT
1st AVENUE EAST URBAN RENEWAL AREA

July, 2021

The Urban Renewal Plan (the “Plan”) for the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Economic Development Local Business Support Program

Name of Urban Renewal Area: 1st Avenue East Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of Loan Program: The City acknowledges the importance of the success of local businesses to the promotion of economic development in the City and the Urban Renewal Area. The Economic Development Local Business Support Program is designed to provide public support to the development and improvement of local businesses in the Urban Renewal Area. The City will provide fiscal support to the Program through the provision of economic development forgivable loans and/or grants (the “Financial Incentives”) to local businesses.

The Financial Incentives will be targeted to assist local business owners with (i) façade improvement projects; (ii) building or land acquisition costs; (iii) capital improvements; (iv) job creation or training; (v) accessibility improvements; (vi) utility upgrades; (vii) site development; and (viii) other projects approved by the City staff. The City staff will develop appropriate materials, including agreements and applications, for the administration of the Economic Development Local Business Support Program.

Description of Use of TIF for the Project: It is anticipated that the City will fund the Financial Incentives with borrowed funds and/or with the proceeds of internal advances of City funds on-hand. In any case, the City’s obligations, plus any interest expense incurred by the City on such obligations, will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Economic Development Local Business Support Program will not exceed \$200,000 over the course of the City’s 2022 through 2026 fiscal years.

B.

Name of Project: Hopkins Properties LLC Redevelopment Project

Name of Urban Renewal Area: 1st Avenue East Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: Hopkins Properties LLC (the “Developer”) has undertaken the redevelopment of the former Flooring Gallery building (the “Project”) on certain real property situated at 1801 1st Avenue East in the Urban Renewal Area (the “Redevelopment Property”) for use in retail business operations and climate controlled storage.

It has been requested that the City provide tax increment financing assistance to the Developer in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$5,000.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$35,000, plus the Admin Fees.

C.

Name of Project: Nehring Auto Inc. Redevelopment Project

Name of Urban Renewal Area: 1st Avenue East Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: Nehring Auto Inc. (the “Company”) has undertaken the redevelopment of an existing building (the “Project”) on certain real property situated at 1800 First Avenue East in the Urban Renewal Area (the “Redevelopment Property”) for use in its business operations.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$3,500.

Description of Public Infrastructure to be Constructed in Connection with the Project: It is not anticipated that the City will undertake any public infrastructure improvements in connection with the Project.

Description of Properties to be Acquired in Connection with the Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Redevelopment Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$20,000, plus the Admin Fees.

D.

Name of Project: Dollar General Development Project

Name of Urban Renewal Area: 1st Avenue East Urban Renewal Area

Date of Council Approval of Project: July 6, 2021

Description of the Project: DGOGNewtonia02052020, LLC (the “Company”) has acquired certain City-owned property (the “Property”) in the Urban Renewal Area and has undertaken the construction of a new building thereon (the “Project”) for use in the business operations of Dollar General.

Minimum Assessment Agreement; Development Agreement: The Company and the City will enter into a Minimum Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) establishing a minimum taxable value of the Property to meet the requirements of Iowa Code Section 403.8(3).

The City and the Company have entered into a Purchase and Re-Development Agreement with respect to the Project.

Description of Use of TIF for the Project: The City does not anticipate using tax increment financing to pay for costs incurred by the City in connection with the Dollar General Development Project.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$45,967,721</u>
Outstanding general obligation debt of the City:	<u>\$28,591,485</u>
Proposed maximum indebtedness to be incurred in connection with this July, 2021 Amendment:	<u>\$ 263,500*</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

City of Newton Council Report

Item: Resolution setting a public hearing and inviting proposals for the sale of property at 717 West 6th Street South in Newton

Summary: The City acquired these three properties through the D&D program. In order to sell the property, City Council must first set a public hearing to consider proposals from the public.

Financial Impact: No cost.



Report Number: 21-150

Date: June 7, 2021

Lead Department: Community Development Department

Recommendation:
Approve

Summary: The City acquired 717 West 6th Street South through the D&D program. There has been expressed interest in this property.

Iowa Code Chapter 364.7 requires cities to set public hearings before disposing of any property. Public notice would then be published in the *Newton Daily News* and all interested parties would be able to submit proposals.

The attached Resolution sets a public hearing for the regular Council meeting on July 6, 2021. Proposals will be accepted until 3:00 pm on June 24, 2021.

Recommendation:

City Staff recommends approval.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is written in a cursive style.

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION SETTING A PUBLIC HEARING AND INVITING
PROPOSALS FOR THE SALE OF PROPERTY AT 717 WEST 6TH
STREET SOUTH IN NEWTON**

WHEREAS, the City of Newton owns property located at 717 West 6th Street South, Newton, legally described as:

717 West 6th Street South: LOT 24 OF W.C. GUNN'S SUBDIVISION OF COLLEGE ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AND A STRIP OF LAND 7 FEET IN WIDTH LYING WEST OF AND IMMEDIATELY ADJACENT TO SAID LOT 24.

WHEREAS, said real estate is not needed for public purposes, and

WHEREAS, Iowa Code Chapter 364.7 requires cities to set and hold a public hearing before selling or disposing of real estate, and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa:

Section 1: That the Public Notice in substantially the following form shall be given that a Public Hearing be held at 6:00 pm on July 6, 2021, in the City Council Chambers of City Hall, 101 West 4th Street South, and/or via Zoom to consider the sale of the above noted property:

PUBLIC NOTICE

The City Council of Newton, Iowa will hold a Public Hearing at 6:00 p.m. on July 6, 2021, at City Hall, 101 West 4th Street South, and/or via Zoom to consider proposals for purchase of the property located at 717 West 6th Street South, Newton. The property is legally described as: LOT 24 OF W.C. GUNN'S SUBDIVISION OF COLLEGE ADDITION TO THE CITY OF NEWTON, JASPER COUNTY, IOWA, AND A STRIP OF LAND 7 FEET IN WIDTH LYING WEST OF AND IMMEDIATELY ADJACENT TO SAID LOT 24. Proposals shall be submitted by 3:00 p.m., June 24, 2021, to the Newton Community Department; 403 West 4th Street North, Suite 501; Newton, Iowa 50208. Additional information about the property and the process for submitting a proposal is available at the Community Development Department, (641)-792-6622. The City Council will consider all proposals received, but reserves the right to reject any or all proposals received or to accept any proposal it deems in the best public interest. At said Hearing, interested persons may be heard in support of or opposition to said sale or the price or terms of a proposed agreement.

Section 2: That following the Public Hearing, City Council may select the proposal to purchase the described property which is in the best interest of the City Newton and shall thereafter sell said property at the price and under such terms as it shall determine, subject to an Agreement for Purchase with the selected Purchaser.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution approving payment for the installation of new exterior doors in the City Hall complex

Summary: This resolution approves payment to Hamilton Glass of Newton for installation of new entry doors on the southwest corner of the City Hall complex.

Financial Impact: \$14,433 to be paid from the accrued interest in the 301 Capital Fund



Report Number: 21-151

Date: June 7, 2021

Lead Department:
Fire

Recommendation:
Approve

BACKGROUND

The steel doors to the Fire Department west workshop and the basement exercise facility at the southwest corner of the City Hall complex have deteriorated significantly in past few years. Rusting at the base of the doors due to exposure to the elements had resulted in shifting of the doors making them difficult to close and latch. The doors to the Fire Department area had reached a point where they were no long closing appropriately and were found ajar many times resulting in the area being unsecured.

The Fire Department contracted with Hamilton Glass of Newton to replace the doors that match those from the completed door replacement project in April of 2018. Since that time, exterior doors have been installed in City Administration and the Police Department. The doors look great and have added significant natural light to the entry of the basement exercise facility and the west workshop in the Fire Department.

RECOMMENDATION

City Staff recommends approval of the payment to Hamilton Glass of Newton in the amount of \$14,433 to be paid from the accrued interest in the 301 Capital Fund.

A handwritten signature in black ink, appearing to read "Matt Muckler". The signature is stylized with a large, looped "M" and a cursive "Muckler".

Matt Muckler
City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION APPROVING PAYMENT FOR THE
INSTALLATION OF NEW EXTERIOR DOORS AT THE CITY
HALL COMPLEX**

WHEREAS, the City of Newton has aging facilities with doors originally installed in 1976; and

WHEREAS, the useful life of these doors is typically 30-40 years and deterioration of the doors had resulted in issues with security; and

WHEREAS, the fire department contracted with Hamilton Glass of Newton, Iowa to install doors and windows that matched other installations between 2016 and today; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the City accept the completion of the project and approve the payment to Hamilton Glass of Newton, Iowa in the amount of \$14,433, and

BE IT FURTHER RESOLVED, that the funds used for the payment be allocated from the accrued interest in the 301 Capital Fund.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution awarding the contract for the purchase and construction of a fire rescue engine.

Summary: The Fire Department is using a cooperative purchasing group to contract for the purchase and construction of a fire engine.

Financial Impact: \$650,000 to be paid from the proceeds of the 2021 Bond Fund including \$639,199 for the vehicle and \$10,801 for loose equipment.



Report Number: 21-152

Date: June 7, 2021

Lead Department:
Fire

Recommendation:
Approve

BACKGROUND

During the budget process for FY21/22 the Fire Department provided information regarding the need of replacing a fire ending. A rescue engine was approved for replacement through a bonding project. The Fire Department Truck Committee worked to refine the vehicle plans and specifications and has decided to match the rescue engine purchased in 2015 with an upgrade to the weight carrying capacity. The Fire Department explored various bidding options and is requesting to purchase through Sourcewell under a cooperative purchasing agreement. Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota. Sourcewell was created by state law as a service cooperative to provide programs and services to education and government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law [Minn. Stat. § 471.59](#) to participating agencies. Sourcewell clients are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada. In Iowa, local governments are authorized to participate under Iowa Code § 28E.3 (2017). Joint exercise of powers. Which reads,

Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having such power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may

exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

The budget established for this purchase was set at \$650,000.

Pricing Summary

Rescue Engine (w/ Sourcewell Contract)	Pierce Manufacturing	\$656,026
100% Payment discount (at time of contract signing)		<u>16,827</u>
Contract Purchase Price		\$639,199

Time is of the essence with this contract as Pierce Manufacturing, Inc. has a price increase of 1%, roughly \$6,560 for this project, scheduled for June 1, 2021. The Contract and payment for this project is required by June 1, 2021 to guarantee the price. We have negotiated an extension to allow Council approval of the contract at the June 7, 2021 meeting. It is estimated this vehicle will have a build time of 8.5 to 9.5 months. The balance of funds remaining from the estimated cost of \$650,000 will be used for the purchase of loose equipment (i.e. saws, hose, fans, etc.) which can be purchased with the vehicle.

RECOMMENDATION

City Staff recommends approval of the contract with Reliant Fire Apparatus, Inc. of Slinger, Wisconsin, an agent for Pierce Manufacturing, Inc. of Appleton, Wisconsin for the construction of a new fire rescue engine in the amount of \$639,199 which requires 100% payment at the time of contract signing and does not include requirement of a Performance Bond. The remaining \$10,801 funds from the budget will be used for the purchase of loose equipment for the vehicle.



Jarrod Wellik
Acting City Administrator
Attachments

RESOLUTION NO. 2021 – _____

**RESOLUTION AWARDING THE CONTRACT FOR THE
PURCHASE AND CONSTRUCTION OF A FIRE RESCUE
ENGINE**

WHEREAS, the City of Newton has aging fire suppression equipment with 26 years of service; and

WHEREAS, the useful life of this equipment is typically 20 years and escalating maintenance costs are beginning to outweigh the actual value of the equipment; and

WHEREAS, the fire department has requested to use a cooperative purchasing agreement that was competitively bid through Sourcewell for the replacement of a fire rescue engine; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa that the City accept the Sourcewell cooperative purchasing agreement price and award the contract to Reliant Fire Apparatus, Inc. of Slinger, Wisconsin, an agent to Pierce Manufacturing, Inc. of Appleton, Wisconsin, to purchase a Fire Rescue Engine for the contract purchase price of \$639,199, and

BE IT FURTHER RESOLVED, the remaining \$10,801 of the approved budget amount be approved to purchase loose equipment for the new unit, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Newton shall execute the approved contract with Reliant Fire Apparatus, Inc. of Slinger, Wisconsin, an agent to Pierce Manufacturing, Inc. of Appleton, Wisconsin, and

BE IT FURTHER RESOLVED, that the funds used for the purchase of the fire rescue engine be allocated from the proceeds of the bond sale in 2021 and paid in full at the time the contract is signed.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

Reliant Fire Apparatus, Inc.
P.O. Box 470
SLINGER, WI 53086

Invoice

Date	Invoice #
5/21/2021	I21-22300

Bill To
CITY OF NEWTON 101 W. 4TH STREET S NEWTON, IA 50208

P.O. No.	Pierce Job No.	Terms	Due Date	Vin. No.	State
		W/CONTRACT	6/1/2021		IOWA
Qty	Description			Amount	
1	ONE (1) PIERCE ENFORCER PUC PUMPER PER RELIANT FIRE APPARATUS, INC. PROPOSAL #558. ADVANCED PAYMENT FOR ONE (1) PIERCE ENFORCER PUC PUMPER PER CONTRACT TERMS. BALANCE PAYMENTS FOR ANY APPROVED CHANGES WILL BE INVOICED PRIOR TO FINAL DELIVERY AND DUE RELIANT FIRE APPARATUS TEN (10) DAYS PRIOR TO FINAL DELIVERY OF COMPLETED APPARATUS.			639,199.00	
			Total	\$639,199.00	
			Payments/Credits	\$0.00	
			Balance Due	\$639,199.00	



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the City of Newton (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$639,199.00 (“Purchase Price”). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant’s authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 8.5 – 9.5 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Appleton, WI, Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30)

days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
City of Newton
101 W. 4th Street S
Newton, IA 50208

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant's own negligence, or otherwise.

11. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

21. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

CUSTOMER: CITY OF NEWTON

Signature: _____

Signature: _____

Name: _____

Name: Michael Hansen

Title: _____

Title: Mayor

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: _____

Customer Name: City of Newton

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	PUC Pumper	\$656,026.00
			\$
			\$
			\$
			\$

Contract is for purchase of one (1) Pierce Enforcer PUC Pumper per Reliant Fire Apparatus, Inc. proposal #558 presented to the Newton Fire Department dated May 14, 2021. Purchase Price of \$639,199.00 is derived from Price per Unit of \$656,026.00 less advanced payment discount in the amount of \$16,827.00. Purchase is through Sourcewell Awarded Contract #022818-PMI.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Warranty details of other coverages and terms and conditions are included in full in Proposal #558.

Training Requirements: New vehicle orientation is to be provided by Reliant Fire Apparatus at the Newton Fire Department after delivery of the completed apparatus.

Other Matters: None.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$639,199.00 is to be paid in full to Reliant Fire Apparatus, Inc. at the time of contract execution. If payment is not made in full the advanced discount in the amount of \$16,827.00 will not be realized and added to the Purchase Price. Any balance payments or approved change balances are to be paid in full to Reliant Fire Apparatus, Inc. ten (10) days prior to final delivery of the completed apparatus.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND

CONDITIONS DATED AS OF _____, 2021 BETWEEN RELIANT AND THE CITY OF NEWTON WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #558 PRESENTED TO THE CITY OF NEWTON DATED MAY 14, 2021.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #558 PRESENTED TO THE CITY OF NEWTON DATED MAY 14, 2021.

Proposal for **Newton Fire Department**

Prepared by **Reliant Fire Apparatus, Inc**

05/14/2021



PERFORM. LIKE NO OTHER.™

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Reliant Fire Apparatus is pleased to submit a proposal to Newton Fire Department for a **Pierce® multi purpose response vehicle** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested

and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least five (5) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified driver from the Newton Fire Department will drive the completed Apparatus from Appleton WI to Newton IA upon completion and acceptance of the Apparatus at Final Inspection.

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet NFPA 1901 acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Reliant Fire Apparatus by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operators manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:\$1,000,000

UMBRELLA/EXCESS LIABILITY INSURANCE

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:\$3,000,000

Each Occurrence:\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER**PRODUCT LIABILITY INSURANCE**

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence\$1,000,000

Products/Completed Operations Aggregate\$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

UMBRELLA/EXCESS LIABILITY INSURANCE

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:\$25,000,000

Aggregate:\$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2016 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2016, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are

shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

PUMP TEST

Underwriters Laboratory (UL) will test, approve, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

INSPECTION TRIP(S)

The bidder will provide two (2) factory inspection trips for Construction Review, Final Inspection for up to Six (6) customer representatives. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

BID BOND

A bid bond as security for the bid in the form of a 10% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language which assures that the bidder/principal will give a bond or bonds, as may be specified in the bidding or contract documents,

with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the

apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

MAXIMUM OVERALL HEIGHT

The maximum overall height of the apparatus will be 14'-0".

MAXIMUM OVERALL LENGTH

The maximum overall length of the apparatus will be 32'-0".

WHEELBASE

The wheelbase of the vehicle will be 191.50 inches.

GVW RATING

The gross vehicle weight rating will be 49,000 lbs.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x 0.375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRAME REINFORCEMENT

A full-length mainframe "C" liner will be provided.

The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x 0.25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

FRONT AXLE

The front axle will be a reverse "I" beam type with inclined king pins. It will be a Dana axle, Model D-2000F, with a rated capacity of 18,000 lb.

FRONT SUSPENSION

The front springs will be a Standens, three (3)-leaf, taper leaf design, 54.00" long x 4.00" wide, with a ground rating of 18,000 lb.

The two (2) top leaves will wrap the forward spring hanger pin. The top leaf will also wrap the rear spring hanger pin. Both the front and rear eyes will be Berlin style wraps that will place the eyes in the horizontal plane within the main leaf. This will reduce bending stress from acceleration and braking.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

SHOCK ABSORBERS

To provide a smoother ride, the front axle will be furnished with heavy-duty telescoping shock absorbers.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Goodyear 315/80R22.50 radials, 20 ply G291 tread, rated for 19,500 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Dana, Model S30-190, single axle assembly with a capacity of 31,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 31,000 lbs. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

DRIVER CONTROL DIFFERENTIAL LOCK (DCDL)

A rear axle will be equipped with a driver controlled differential lock (DCDL).

The control will be located within easy reach of the driver. An indicator light will be provided next to the control switch.

REAR TIRES

Rear tires will be four (4) Goodyear 315/80R22.50 radials with load range L, all position, G751 MSA , rated for 33,080 lb maximum axle load and 68 mph maximum speed.

The outside tires will be mounted on Alcoa© 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

The inside tires will be mounted on Accuride® 22.50" x 9.00" steel disc wheels with a ten (10) stud, 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

REAR HUB COVERS

A pair of stainless steel high hat hub covers will be provided on rear axle hubs.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

AUTOMATIC TIRE CHAINS

One (1) pair of Insta-Chain automatic tire chains will be provided at the rear. The system will be electric-over-air operated with a switch on the cab instrument panel to prevent accidental activation of the system. The system may be engaged at speeds up to 25 mph and operated at speeds up to 35 mph.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted one (1) forward and one (1) rearward of the left side rear tire.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

BRAKES

The service brake system will be full air type by Bendix®.

Front brakes will be Model ADB22X™, disc type with automatic pad wear adjustment and 17.00" rotors for improved stopping distance.

The rear brakes will be Bendix®, Model ES1657D, 16.50" x 7.00" cam operated with automatic slack adjusters.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 5,376 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET WITH AUTOMATIC EJECT

One (1) air inlet with Kussmaul Air Eject will be provided. The inlet will be located to be located to the rear of the driver side cab door near the shoreline. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will automatically disconnect the air line when the truck is started. It will be equipped with a male coupling and be recessed. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female coupling will also be provided with the loose equipment.

COVER OVER AIR INLET

A Kussmaul, Model 091-28-AK, weatherproof red cover will be provided over the recessed automatic air line disconnect.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	L9
Power:	400 hp at 2100 rpm
Torque:	1250 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2021
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	543 cubic inches (8.9L)
Starter:	Delco Remy 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

REPTO DRIVE

A rear engine power take off will be provided to drive the water pump. A vibration dampener will be provided between the REPTO and water pump. Transmission PTO's used to drive the water pump will not be allowed due to their lower torque ratings. The rear engine power take off will be the same as used extensively throughout the construction industry. Rear engine PTO's allow for continuous 240 hp

and 480 lb-ft torque ratings needed for large pump applications. The rear engine power take off will have the same warranty as the engine provided by the engine manufacturer.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device, and will be 4.00" in diameter. The exhaust system will include a single module aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

EXHAUST MODIFICATION

The exhaust diffuser will be reduced to 4.00" in the center to accommodate the fire department's air recovery system. There will be a minimum of 4.00" clearance around the diffuser for proper cooling.

RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the engine fuel inlet behind a common hinged, spring loaded, brushed stainless steel door on the driver side of the vehicle.

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

The stainless steel flip door for selecting between DEF fill and the diesel fill will be spring loaded to default to covering the DEF fill.

FUEL PRIMING PUMP

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

TRANSMISSION

An Allison 5th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with red light and audible alarm will be installed on the cab dash.

TRANSMISSION SHIFTER

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.49 to 1.00
2nd	1.86 to 1.00

3rd	1.41 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
R	5.03 to 1.00

TRANSMISSION PROGRAMMING

The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Steering gear will be provided with integral heavy-duty power steering. For reduced system temperatures, the power steering will incorporate an air to oil cooler and Vickers® V20NF hydraulic pump with integral pressure and flow control. All power steering lines will have wire braided lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 2-spoke design.

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: NEWTON

The second row of text will be: FIRE

The third row of text will be: DEPARTMENT

BUMPER

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame.

The bumper will be extended 19.00" from front face of cab.

The bumper extension frame will be fabricated using .38" gussets welded to 2.00" x 5.00" steel tubing running front to back with .50" front and rear plates mounted to the chassis frame. Fabricated "U" shaped channel supports the weight of the bumper and provides the main strength in frontal crash. .25" steel is formed into "C" shaped backing plates for mounting of the bumper and providing protection to the cab.

The bumper extension's cross section is considered expendable, and a crush zone. The bumper is not intended for pushing other vehicles or objects.

Tow hooks/eyes located under the bumper extension are for straight pull only.

TOW EYES

Two (2) painted steel tow eyes will be installed under the bumper and attached to the front frame members. The tow eyes will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus.

The inner and outer edges of the tow eyes will have a .25" radius.

The tow eyes will be painted black.

BUMPER TRAY

A 3/4 width bumper tray, constructed of smooth aluminum, will be located in the bumper extension.

The tray will be a bolted modular design, 8.25" deep. The tray will have capacity for 225' of 1.75" .

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

ENCLOSURE FRONT BUMPER, CROSSLAY SWIVEL

An enclosure will be installed for the front bumper crosslay swivel to keep road dirt and grime out of the front bumper crosslay tray.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from

0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 63.50" in the forward facing outboard positions and 54.50" in the forward facing center position.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

CAB PUMP ENCLOSURE

The rear of the cab will be made to house the fire pump below the forward facing crew cab seats. The cab side panels will be notched to accommodate the pump panel.

INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

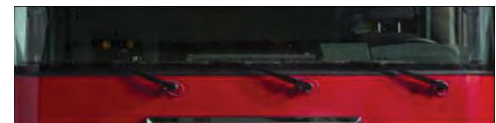
PANORAMIC WINDSHIELD

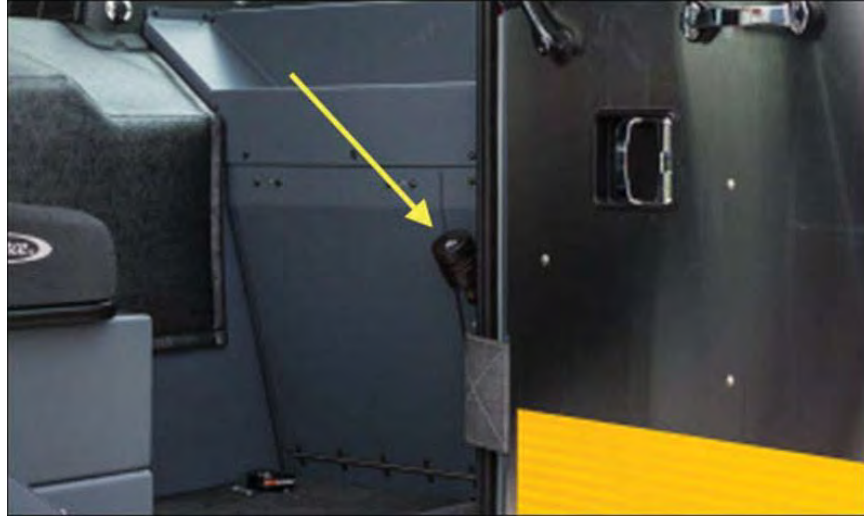
A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

**WINDSHIELD WIPERS**

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.





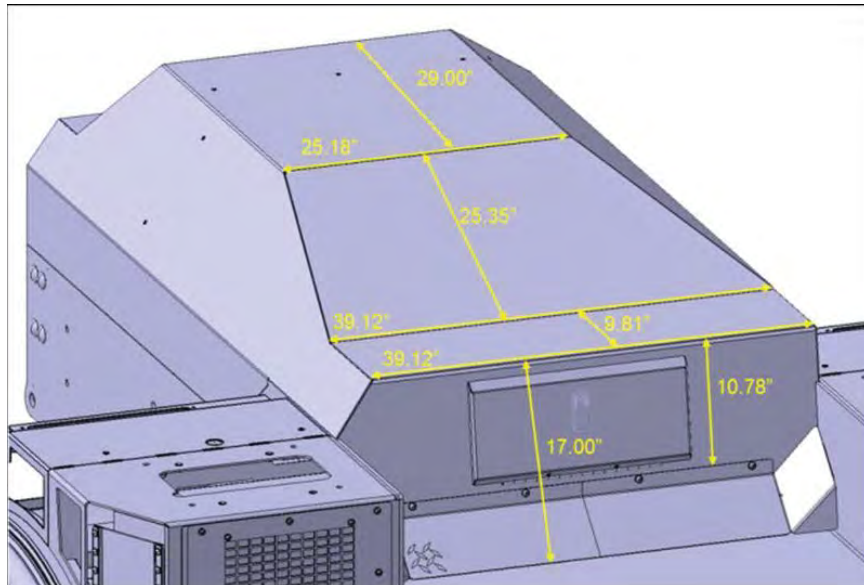
[Washer Reservoir Location]

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.



CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Hydraulic pump will have a manual override for backup in the event of electrical failure.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

MIRRORS

A Retractor, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 37.50" wide x 75.50" high. The crew cab doors will be located on the sides of the cab and will be constructed in the



same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 85.50" high.

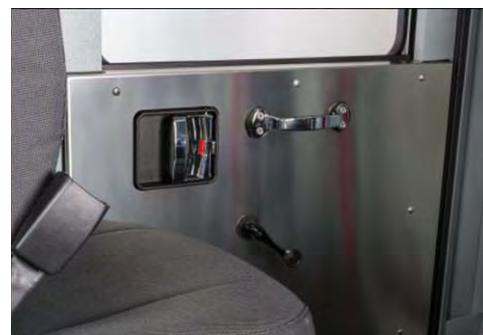
The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.



[Exterior Door Handle]

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.



[Interior Door Handle]

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

MANUAL CAB DOOR WINDOWS

All cab entry doors will contain a conventional roll down window.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

**STEP LIGHTS**

There will be six (6) white LED step lights installed for cab and crew cab access steps.

- One (1) light for the driver's access steps.
- Two (2) lights for the driver's side crew cab access steps.
- Two (2) lights for the passenger's side crew cab access steps.
- One (1) light for the passenger's side access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

WINDOW PROTECTOR BARS, CREW CAB DOORS

A knurled window protector bar will be installed on each crew cab door, 2.00" above the bottom of the window opening. The bar will extend from the front of the crew cab door to the rear of the crew cab door, mounted as close to the door frame as possible.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

MOUNTING PLATE(S)

There will be two (2) to be full height and width in the area between each seat and the outboard cab wall pegboard mounting plate(s) provided and installed one panel on each crew cab wall outboard of the forward facing seats.. The plate will be 0.188" thick with 0.203" diameter holes, punched 1.00" on center in a pegboard pattern. The mounting surface will be painted to match the cab interior. The plates(s) will be mounted on .75" spacer stand-offs.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be painted aluminum to match the cab interior.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable will be directed towards the left side cab window
- One (1) adjustable will be directed towards the right side cab window
- Six (6) fixed outlets will be directed at the windshield

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat risers with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward positions.

Air Conditioning

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will have a formed plastic cover.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) will be directed towards the seating position on the left side of the cab
- Four (4) will be directed towards the seating position on the right side of the cab

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) will be directed towards crew cab area

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

CLIMATE CONTROL

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.



The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

GRAB HANDLE

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

A long rubber grab handle will be mounted on the dash board in front of the officer.



ENGINE COMPARTMENT LIGHT

An engine compartment light will be installed under the engine hood, of which the switch is an integral part. Light will have a .125" diameter hole in its lens to prevent moisture retention.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.



SEATING CAPACITY

The seating capacity in the cab will be four (4).

DRIVER SEAT

A H.O. Bostrom, Sierra, air suspension high back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position (5.50" travel). To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 45 degrees forward.

The seat will include two (2) removable zip clean seat covers for the cushion, seat back and headrest and the foam of the seat to be an encapsulated barrier foam to create a waterproof barrier.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A H.O. Bostrom, Tanker 450, SCBA fixed seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with 17.00" deep cushion.

The seat back will be an SCBA back style with a 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.50" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include two (2) removable zip clean seat covers for the cushion, seat bolsters and headrest and the foam of the seat to be an encapsulated barrier foam to create a waterproof barrier.

The seat will be furnished with a 3-point, shoulder type seat belt.

RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with a chrome plated lift and turn latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING LEFT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the left side outboard position.

The cabinet will be 23.00" wide x 43.00" high x 26.75" deep with one (1) Gortite rollup door with satin anodized finish, non-locking. The frame to frame opening will be 20.50" wide x 37.75" high. The minimum clear door opening of the cabinet will be 17.75" wide x 31.87" high.

CLEAR DOOR OPENINGS (F-F = Frame to Frame)					
AMDOR		GORTITE		ROM	
HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Subtract 2.00" from F-F	Subtract 5.88" from F-F	Subtract 2.75" from F-F	Subtract 4.75" from F-F	Subtract 2.56" from F-F	Subtract 4.50" from F-F

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.

REAR FACING RIGHT SIDE CABINET

A rear facing cabinet will be provided in the crew cab at the right side outboard position.

The cabinet will be 22.00" wide x 43.00" high x 26.75" deep with one (1) Gortite rollup door with satin anodized finish, non-locking. The frame to frame opening will be 19.50" wide x 37.75" high. The minimum clear door opening of the cabinet will be 16.75" wide x 31.87" high.

CLEAR DOOR OPENINGS (F-F = Frame to Frame)					
AMDOR		GORTITE		ROM	
HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Subtract 2.00" from F-F	Subtract 5.88" from F-F	Subtract 2.75" from F-F	Subtract 4.75" from F-F	Subtract 2.56" from F-F	Subtract 4.50" from F-F

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lip painted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the right side of the interior cabinet door opening and one (1) white LED strip light installed on the left side of the interior cabinet door opening. The lights will be controlled by an automatic door switch.

FORWARD FACING CENTER SEATS

There will be two (2) forward facing, HO Bostrom Tanker 400CT SCBA seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with 15.00" deep cushions.

The seat backs will be an SCBA back style with a 0 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.50" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include four (4) removable zip clean seat covers for the cushion, side bolsters and headrest; the foam of the seat to be an encapsulated barrier foam to create a waterproof barrier, two (2) sets of covers for each seat.

The seats will be furnished with a 3-point, shoulder type seat belt.

SEAT UPHOLSTERY

All seat upholstery will be black Dura-Wear, waterproof fabric.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of three (3) SCBA brackets.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of NFPA 1901 and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET HOLDER

There will be a total of four (4) Zico, Model UHH-1, helmet holder bracket(s) provided in the cab. The brackets will provide secure storage and quick access to each helmet. The location of the helmet holder bracket(s) will be determined at the time of final inspection.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

ADDITIONAL DOME LIGHTS

There will be two (2) dual LED dome lights with grey bezels mounted in the cab and/or crew cab located One each side over the crew cab walkway in the center headliner section..

The color of the LED's will be red and white.

- The white LEDs will be controlled by the door switches and the lens switch.

- The color LED(s) will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

The lights may be load managed when the parking brake is applied.

HAND HELD LIGHT

There will be two (2) 12v Streamlight, Fire Vulcan, Model #44451, lights mounted at the rear of the engine tunnel with the location to be determined at the post paint inspection.

Each light housing will be orange in color and be provided with a C4 LED and two (2) "ultra bright blue tail light LEDs". The tail light LEDs will have a dual mode of blinking or steady.

Vehicle mount with 12VDC direct wire charging rack.

Quick release buckle strap will be included.

ADDITIONAL HAND HELD LIGHT

There will be one (1) light additional 12v Streamlight, Model #44451, Fire Vulcan LED light will be provided and mounted near the officer's seat with the exact location to be determined at the post paint inspection. Each light will be provided with a 12 volt direct wire vehicle mounting rack.

Each light housing will be orange in color and be provided with a single C4 LED bulb and two (2) "ultra bright blue tail-light LEDs". The tail-light LEDs will have a dual mode of blinking or steady.

CAB INSTRUMENTATION

The cab instrument panel include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - o Low volts (11.8 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - o High volts (15.5 VDC)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - o Very low volts (11.3 VDC)

- Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- o Very high volts (16.0 VDC)
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - o Low fuel (1/8 full)
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
 - o Very low fuel (1/32 full)
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Engine Oil pressure Gauge (PSI):
 - o Low oil pressure to activate engine warning lights and alarms
 - Red caution indicator on the information center with steady alarm
 - Amber caution light on gauge assembly
- Front Air Pressure Gauges (PSI):
 - o Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Rear Air Pressure Gauges (PSI):
 - o Low air pressure to activate warning lights and alarm
 - Red warning indicator on the information center with a steady alarm
 - Amber caution light on gauge assembly
- Transmission Oil Temperature Gauge (Fahrenheit):
 - o High transmission oil temperature activates warning lights and alarm
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Engine Coolant Temperature Gauge (Fahrenheit):
 - o High engine temperature activates an engine warning light and alarms
 - Amber caution indicator on the information center with intermittent alarm
 - Amber caution light on gauge assembly
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - o Low fluid (1/8 full)
 - Amber indicator light in gauge dial

All gauges will perform prove out at initial power-up to ensure proper performance.

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)
- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will

intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls will be provided.

Windshield wiper control shall have high, low and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by a single Emergency Master switch which controls all emergency warning lights including lightbars, cab warning lights, body warning lights and high beam flash if applicable.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.



Diagnostic Panel

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port
- ABS diagnostic port
- Roll sensor diagnostic port
- Command Zone USB diagnostic port
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

Cab LCD Display

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display the following, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will not activate any alarm when the parking brake is released.

DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)

- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliques. The built-in switch panels will be located in the lower console or overhead console of the cab.

Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout.

The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located above the ignition switch.

SPARE CIRCUIT

There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate One in each EMS cabinet.
- Termination will be with a 10-place bus bar with screws and removable cover
- Wires will be sized to 125% of the protection

This circuit(s) may be load managed when the parking brake is set.

CUSTOMER SUPPLIED RADIO WIRING

There will be one (1) 12 volt combination wiring leads of which each will include one (1) battery switched, one (1) ignition and one (1) negative for use with radio equipment.

Each lead will be 18.00" long and be provided radio seat box below the officer's seat. The leads will be clearly marked in a coil and terminate with butt splices.

A breaker rated for 30 amps will be provided for circuit protection of the battery switched lead with a minimum of 10 gauge wire.

A breaker rated for 7.5 amps will be provided for circuit protection of the ignition lead.

The wires will be colored coded as follows:

- red for battery switched
- yellow for ignition
- black for ground

SPARE CIRCUIT

There will be one (1) dual USB fast charge socket mounts installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be officer side dash .
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

This circuit(s) may be load managed when the parking brake is applied.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate to the officer's dash panel recess for installation of customer installed MDT/thermal imaging camera charger power.
- Termination will be with a 10-place bus bar with screws and removable cover.
- Wires will be sized to 125 percent of the protection.

This circuit may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

The positive wire will be connected directly to the battery power.

The negative wire will be connected to ground.

Wires will be protected to 20 amps at 12 volts DC.

Power and ground will terminate Centered side to side on the back wall of the crew cab, 12.00" up from the seat riser..

Termination will be with a 10-place bus bar with screws and removable cover.

Wires will be sized to 125% of the protection.

This circuit may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate behind the officer's seat for power supply for TIC charger to be installed by the customer near the rear of the engine tunnel.
- Termination will be with a 10-place bus bar with screws and removable cover.
- Wires will be sized to 125 percent of the protection.

This circuit may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

The positive wire will be connected directly to the battery power.

The negative wire will be connected to ground.

Wires will be protected to 20 amps at 12 volts DC.

Power and ground will terminate in compartment P1 mounted in the upper corner toward the front of the body near the 120 volt shoreline powered receptacle.

Termination will be with a 10-place bus bar with screws and removable cover.

Wires will be sized to 125% of the protection.

This circuit may be load managed when the parking brake is set.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate officer side dash area
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

The circuit may be load managed when the parking brake is set.

INFORMATION CENTER

An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Grey with black accents
- Sunlight Readable
- Linux operating system
- Minimum of 1000nits rated display
- Display can be changed to an available foreign language
- A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area.
- Programmed to read US Customary

General Screen Design

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until

the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.

- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:

- Vehicle Mitigation (if equipped)
- Water Level (if the water level system includes compatible communications to the information center)
- Foam Level (if the foam level system includes compatible communications to the information center)
- Seat Belt Monitoring Screen
- Tire Pressure Monitoring (if equipped)
- Digital Speedometer
- Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):

- Battery Voltage
- Fuel
- Oil Pressure
- Coolant Temperature
- RPM
- Water Level (if equipped)
- Foam Level (if equipped)
- Foam Concentration (if equipped)
- Water Flow Rate (if equipped)
- Water Used (if equipped)
- Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:

- Diagnostics
 - o Faults

- Listed by order of occurrence
 - Allows to sort by system
- o Interlock
 - Throttle Interlocks
 - Pump Interlocks (if equipped)
 - Aerial Interlocks (if equipped)
 - PTO Interlocks (if equipped)
- o Load Manager
 - A list of items to be load managed will be provided. The list will provide a description of the load.
 - The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
 - The screen will indicate if a load has been shed (disabled) or not shed.
 - "At a glance" color features are utilized on this screen.
- o Systems
 - Command Zone
 - Module type and ID number
 - Module Version
 - Input or output number
 - Circuit number connected to that input or output
 - Status of the input or output
 - Power and Constant Current module diagnostic information
 - Foam (if equipped)
 - Pressure Controller (if equipped)
 - Generator Frequency (if equipped)
- o Live Data
 - General Truck Data
- Maintenance
 - o Engine oil and filter
 - o Transmission oil and filter
 - o Pump oil (if equipped)
 - o Foam (if equipped)
 - o Aerial (if equipped)
- Setup
 - o Clock Setup
 - o Date & Time
 - 12 or 24 hour format
 - Set time and date
 - o Backlight
 - Daytime
 - Night time
 - Sensitivity
 - o Unit Selection
 - o Home Screen

- o Virtual Button Setup
 - o On Scene Screen Setup
 - o Configure Video Mode
 - Set Video Contrast
 - Set Video Color
 - Set Video Tint
- Do Not Move
 - o The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated
 - Driver Side Cab Door
 - Passenger's Side Cab Door
 - Driver Side Crew Cab Door
 - Passenger's Side Crew Cab Door
 - Driver Side Body Doors
 - Passenger's Side Body Doors
 - Rear Body Door(s)
 - Ladder Rack (if applicable)
 - Deck Gun (if applicable)
 - Light Tower (if applicable)
 - Hatch Door (if applicable)
 - Stabilizers (if applicable)
 - Steps (if applicable)
- Notifications
 - o View Active Alarms
 - Shows a list of all active alarms including date and time of the occurrence is shown with each alarm
 - Silence Alarms - All alarms are silenced
- Timer Screen
- HVAC (if equipped)
- Tire Information (if equipped)
- Ascendant Set Up Confirmation (if equipped)

Button functions and button labels may change with each screen.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The seat belt monitoring screen will become active on the Command Zone color display when:

- The home screen is active:
 - o and there is any occupant seated but not buckled or any belt buckled with an occupant.
 - o and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated.

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

There will be digital, single radio interface, intercom located Driver and officer Seats in the cab. The front panel will have master volume, and squelch controls with illuminated indicators, allowing for independent level setting of radio and auxiliary audio devices.

There will be one (1) radio listen only / transmit control with select, monitor, receive, and transmit indicators. There will be one (1) auxiliary audio input with select, and receive indicators.

There will be one (1) wireless base station for up to five (1-5) headset users provided. Wired headset jacks will be provided for the officer, and two (2) crew positions located at both forward facing seats.

The wireless base station will have a 100' to 1100' range, line of sight. Objects between the transmitter and receiver affect range.

The following Firecom components will be provided:

- One (1) 5100D Intercom
- One (1) WB505R wireless base station (1-5 wireless positions)
- Three (3) HM-10 Interior headset jacks
- All necessary power and station cabling

RADIO INTERFACE NOT REQUIRED

The apparatus manufacturer will not provide a radio/intercom interface.

WIRELESS UNDER HELMET, RADIO TRANSMIT ONLY HEADSET

There will be one (1) Firecom™, Model UHW-505, wireless under the helmet, radio transmit headset(s) provided. A heavy duty, coiled 12 volt charging pigtail with plug will be provided driver's seat.



Each headset will feature:

- Noise cancelling electric microphone
- Flexible microphone boom
- Ear seals with 20 dB noise reduction
- Stereo Listen-Through Ear dome microphones
- Radio Push To Transmit button (Left or Right Side)
- Rechargeable battery operates for 24 hours on a full charge
- IP-66 when worn

UNDER THE HELMET HEADSET, RADIO TRANSMIT

There will be one (1) Firecom™, Model UH-51, under helmet, radio transmit headset(s) provided officer seat.



Each headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone
- Flex boom rotates for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Radio Push To Transmit button. Mic is always live for intercom communication

UNDER THE HELMET HEADSET, INTERCOM ONLY

There will be two (2) Firecom™, Model UH-52, under helmet, intercom only headset(s) provided driver's side inboard forward facing seat and passenger's side inboard forward facing seat.



Each headset will feature:

- Coiled cord with rugged angled plug
- Noise cancelling electric microphone

- Flex boom for left or right dress
- Adjustable volume control
- ComLeather ear seals with 24 dB noise reduction
- Intercom Push To Talk button

HEADSET HANGERS

There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side inboard forward facing seat and passenger's side inboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side opposite the GPS antenna on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap will be installed on the mount.



VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) camera located on the right side of the apparatus, pointing rearward, displayed automatically with the right side turn signal.

The camera images will be displayed on the driver's vehicle information center display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control located behind the driver seat.

The following components will be included:

- One (1) SV-CW134639CAI Camera
- One (1) CS134404CI Side camera
- One (1) Amplified speaker (if applicable)
- All necessary cables

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear .

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

Solid-State Control System

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40C to +70C
- Storage temperature from -40C to +70C
- Vibration to 50g

- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter)
- Operating voltage from eight (8) volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

Advanced on-board diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution indication with intermittent alarm
- Red warning indication with steady tone alarm

Advanced Diagnostics

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with a Windows-based computer or wireless enabled device.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

Tech Module With WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will provide an external antenna connection allowing a line of site communication range of up to 300 feet with a roof mounted antenna.

The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone, control and information system.

The data logging capability will record faults from the engine, transmission, ABS and Command Zone, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data logger will provide up to 2 Gigabytes of data storage.

A USB connection will be provided on the Tech Module. It will provide a means to download data logger information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Power and Ground Studs

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

Enhanced Software

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

Cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10Khz-1GHz to 100 Volts/Meter requirements.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection. Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be six (6) 12 volt Exide®, Model 31S950X3W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 5700 CCA at 0 degrees Fahrenheit
- 1140 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be a Newmar, Model EV-40, battery charger with a Newmar, Model 023-5353-1, meter indicating the state of charge.

The vehicle battery output will be capable of supplying up to 40 amps for charging the batteries. The charger will include a 15 amp battery saver connection to charge hand lights, batteries, radios or power a 12 volt compressor.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

The battery charger will be located on the back wall of the EMS compartment, located in the driver's side rear facing EMS cabinet mounted to the cabinet ceiling so it is protected by the rollup door.

The battery charger indicator will be located behind the driver's door on the outside of the cab.

SHORELINE INLET

There will be one (1) Blue Sea Sure Eject™ part number 7851, 20 amp 120 volt AC shoreline inlet provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline will be connected to Battery charger and shoreline powered receptacles .

The shoreline inlet cover color to be red.

The connector body will be released from the inlet when the apparatus engine start button is activated.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

ALTERNATOR

There will be a C.E Niehoff, Model C531 or C537 alternator provided. It will have a rated output current of 360 amps, as measured by SAE method J56. It will have a custom three (3)-set point voltage regulator, manufactured by C. E. Niehoff. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
 - o If enabled:
 - "Load Man Hi-Idle On" will display on the information center.
 - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
 - o ON = not shed
 - o SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)
- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

FRONT DIRECTIONALS

The front directional's will be Whelen, Model M6T, amber LED arrow lights. The directional's will be housed in the same chrome common bezel as the front warning light and will be located above the headlights.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) Truck-Lite®, Model 26250R, LED lights used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) Truck-Lite, Model 26250R, LED lights installed on the side of the apparatus as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

There will be two (2) wrap around tri-cluster LED modules provided on the face of the rear body compartments.

Each tri-cluster will include the following:

- One (1) LED stop/tail light
- One (1) LED directional light
- One (1) LED backup light

LICENSE PLATE BRACKET

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Truck-Lite, Model 6060C, white LED lights with grommets provided, one (1) for each cab and crew cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) Truck-Lite, Model 6060C, white LED lights with grommets provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Truck-Lite, Model 6060C, white LED lights with grommets provided under at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

STEP LIGHTS

There will be four (4) white LED step lights provided at the rear to illuminate the tailboard/step area.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

These step lights will be actuated with the perimeter scene lights.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

12 VOLT LIGHTING

There will be one (1) Fire Research Spectra, Model SPA260-Q15*, 12 volt LED surface mounted scene light(s) with chrome bezel(s) provided one (1) high and rearward of passenger's side cab door.

The light(s) will be controlled in the following way:

- a switch at the driver's side switch panel
- a switch at the passenger's side switch panel
- no additional switch location
- no additional switch location

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Fire Research Spectra, Model SPA260-Q15*, 12 volt LED surface mounted scene light(s) with chrome bezel(s) provided one (1) high and rearward of driver's side cab door.

The light(s) will be controlled in the following way:

- a switch at the driver's side switch panel
- a switch at the passenger's side switch panel
- no additional switch location
- no additional switch location

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Fire Research, Model SPA851-Q15-*, 12 volt LED floodlight(s) provided on the front visor, centered.

The housing(s) painted parts of this light assembly to be white with a chrome bezel.

The light(s) will be controlled in the following way:

- a switch at the driver's side switch panel
- a switch at the passenger's side switch panel
- no additional switch location

These lights may be load managed when the parking brake is applied.

REAR SCENE LIGHT(S)

There will be two (2) Whelen®, Model M9LZC, LED scene light(s) with chrome trim bezel(s) installed at the rear of the apparatus, one (1) each side high on rear body bulkhead.

The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel.

The light(s) may be load managed when the parking brake is applied.

WALKING SURFACE LIGHT

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 750 gallons and be constructed of UV stabilized ultra high impact polypropylene plastic by a manufacturer with a minimum of 20 years experience building tanks, is ISO 9001:2000 certified in all its manufacturing facilities, and has over 50,000 tanks in service.

The booster tank will be a form-fitting design that serves to keep the tank height as low as possible. The tank will be no wider than 39.00" at the base to allow for greater compartment depth and no wider than 53.00" at the top.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

SLEEVE, PLUMBING, THROUGH TANK

Two (2) sleeves will be provided in the water tank for a 3.00" pipe to the rear.

BODY HEIGHT

The height of the body will be 92.00" from the bottom of the body to the top of the body.

HOSE BED

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

Hose bed will accommodate 250' of 2.50" hose and 850' of 5.00" hose and 250' of 2.50" hose.

HOSE BED DIVIDER

Two (2) adjustable hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

HOSE RESTRAINT REAR

The hose in the hosebed will be restrained by 2.00" black nylon webbing with a 1.50" x 4.00" box pattern. The webbing will be attached to the top of the hosebed cover with seat belt buckles. The female end of the seat buckle will be permanently attached to the hosebed cover. A nylon strap will be attached to the seat belt buckle for releasing the buckle on the webbing. The webbing will be connected at the bottom with seat belt type quick release buckles.

A cross-divider will be provided at the very front of the hose bed area REAR OF THE DOMES TO SUPPORT THE HOSEBED COVER. . The divider will be bolted to the side sheet and unpainted

HOSE BED COVER

A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down.

The cover will be reinforced so that it can support the weight of a man walking on the cover.

The cover is designed with the left cover opening first.

If access to the water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that the tank may be filled without raising cover doors.

Chrome grab handles and four (4) gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover.

RUNNING BOARDS

A running board will be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards will be designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.

TAILBOARD

The tailboard will be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 12.00" deep and full width of the body.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, BODY MATERIAL, PUC

The rear wall will be smooth and the same material as the body.

The rear wall body material will be painted. Unpainted aluminum overlays will be provided to allow for chevron application and to provide continuously smooth rear wall panels.

The outboard edges of the rear wall will be trimmed in polished stainless steel.

TOW BAR

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

COMPARTMENTATION

The apparatus body will be built of aluminum construction using a minimum of 0.125" thick, 5052-H32 aluminum.



The body panel assembly will be constructed in a fixture and consist of formed sheet metal for the front and rear bulkheads, door frames, floors, ceilings, and back walls. These parts will be welded together to ensure greatest longevity with no visible welds in compartment interior.

Welded construction will consist of 1.00" x 0.38" engineered plug weld holes that control the size, location, and the amount of weld required. The bodies will be assembled and welded from engineered prints that call out the size, location, and type of weld required.

In structural areas the sheet metal components will have flanges for welding. No butt joints will be allowed. Gussets and support posts will be provided for additional strength where needed.

The fender panel will be an integral part of the complete welded body assembly. All light and compartment holes are pre punched prior to construction to provide accuracy and rounded corners to prevent stress risers in the material.

Circular fender liners will be provided. For prevention of paint chips and ease of suspension maintenance the fender liners will be formed from brush finished 304L stainless steel, be unpainted, and removable for suspension maintenance.

Side compartment flooring will be of the sweep out design with the floor minimum of 1.00" higher than the compartment door lip.

Drip protection will be provided above the doors by means of aluminum extrusion, or formed bright aluminum treadplate.

The top of the compartment will be sheet metal and covered with bright aluminum treadplate rolled over the edges on the front, and rear. These covers will have the corners welded.

The aluminum treadplate covers will not make up the ceiling of the compartment.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the body support system will begin with the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system will include lateral frame rail extensions that are formed from 0.375" 80k high strength steel and bolted to the chassis frame rails with 0.625" diameter Grade 8 bolts.

The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body. The lateral frame extensions will be electro-coated for superior corrosion resistance.

The floating substructure will be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body, and absorb road shock and vibration.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body. Two (2) 3.50" diameter isolators are provided at the front of the body near the centerline of the vehicle above the chassis frame. A minimum of eight (8) - 2.55" diameter isolators will be provided, two (2) under each front compartment and two (2) under each rear side compartment. A minimum of four (4) 3.50" diameter isolators will be provided under the rear compartment.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. Documentation of the material meeting the standard will be provided at time of delivery.

LOUVERS

All body compartments will have a minimum of one (1) set of automotive style, dust resistant louvers pressed into a wall. The louvers will incorporate a one (1)-way rubber valve that provides airflow out of the compartment and prevents water and dirt from gaining access to the compartment. Compartments over the wheel will not have louvers.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis and strain gauging have been performed with special attention given to fatigue life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle on at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of the actual testing techniques will be made available upon request.

FEA will have been performed on all substructure components.

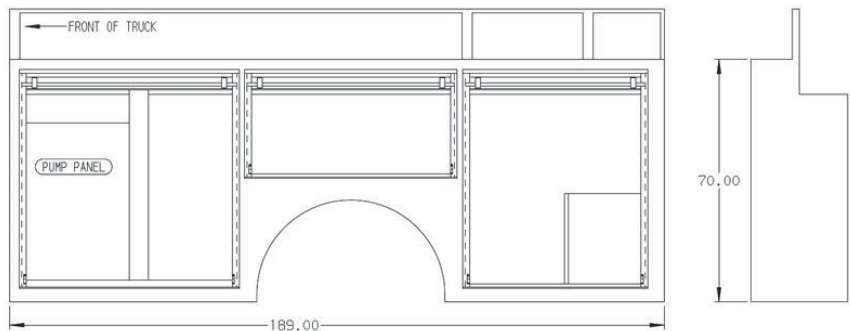
LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The pump operator's panel will be located in this compartment. The partition to the right of the pump operator's panel will be 2.50" in width. The interior dimensions of the remaining space in this compartment will be 25.25" wide x 53.63" high x 26.00" deep. The clear door opening will be a minimum of 59.25" wide x 53.63" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 22.88" high x 26.00" deep. The clear door opening will be a minimum of 57.25" wide x 22.88" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 51.75" wide x 54.63" high x 26.00" deep. The clear door opening will be a minimum of 49.25" wide x 54.63" high.



MINIMUM CLEAR DOOR OPENINGS						
COMPARTMENT	AMDOR		GORTITE		ROM	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	60.00	53.63	59.25	53.63	59.44	53.63
Over axle	58.00	22.88	57.25	22.88	57.44	22.88
Behind axle	50.00	54.63	49.25	54.63	49.44	54.63

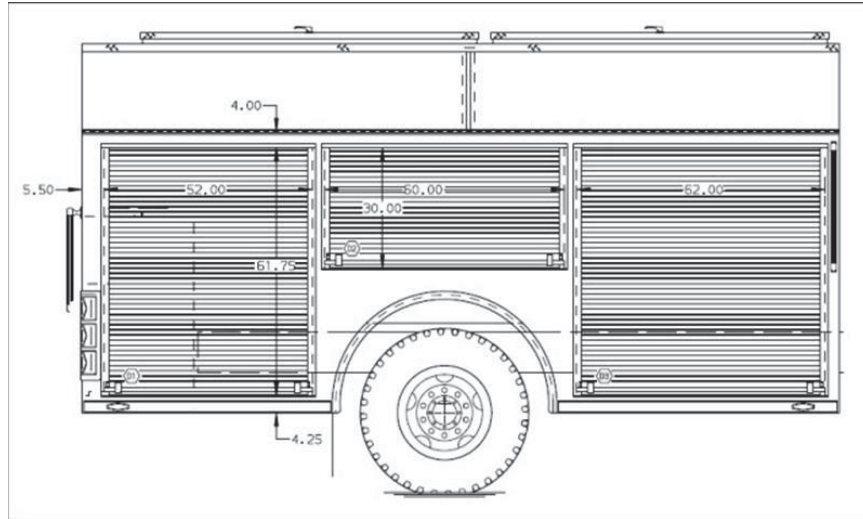
The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

RIGHT SIDE COMPARTMENTATION

A full height, jump off compartment with a roll-up door ahead of the rear wheels will be provided, as convenient large storage compartment for often used items for the crew. The interior dimensions of this compartment will be 62.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will

be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 59.00" wide x 54.50 high.



Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 23.00" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 57.00" wide x 23.00" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 52.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 49.00" wide x 54.50" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

All compartments will include a drip pan below the roll of the door.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

the interior dimensions of this compartment will be 37.00" wide x 43.50" high x 25.88" deep in the lower 34.00" of the compartment and 15.00" deep in the remaining upper portion. The clear door opening will be a minimum of 33.88" wide x 33.63" high.

A removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments. The transverse opening will be a minimum of 22.00" wide x 29.00" high.

A drip pan will be installed below the roll of the door. A guard will be installed behind the roll of the door. The interior height of the compartment will be measured from the floor to the ceiling. The depth of the compartment will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

The rear compartment will have a rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

ROLL-UP DOOR TRIM

The exterior of the aluminum trim around the door opening will be painted to match the color of the applicable door.

There will be eight (8) compartments located all side body doors including the crosslay enclosures (painted to match body color options) with the trim painted.

COMPARTMENT LIGHTING

There will be nine (9) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in compartment(s): all body compartments including the roll-up door enclosures for the crosslay/storage area above the pump.

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

HATCH COMPARTMENTS

Hatch compartments with two (2) lift-up, top opening hatch doors will be provided above the left and right side body compartments. Each hatch compartment will extend the full length of the side body compartmentation x 28.00" wide x 22.00" maximum depth. The compartments will extend the full length of the side body compartmentation except for a 20.00" recessed step area at the rear of the compartment on the access ladder side.

Sides of the compartments will be constructed of the same material as the body and painted job color on the outside panels. A chrome and black vinyl molding will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will have a painted smooth weld.

Top of the compartments will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of each hatch compartment. Each door will have a lever handle with a slam style latch to hold the doors in the closed position.

These double pan doors will have lipped edges with a rubber seal for weather resistance.

Doors will be hinged on the outboard side and will be held open with pneumatic stay arms.

The compartments will have a 3/4" drain that extends to below the body.

Ribbed rubber matting will be provided on the compartment floor to stop wet equipment from sitting in water pools.

Handrails will be provided at the step area to the rear of the hatch compartment. One (1) curved handrail will be mounted on the outboard side of the step area at the rear and curve over the top. One (1) straight handrail will be mounted vertically along the inboard side of the step area.

HATCH COMPARTMENT LIGHTING

There will be LED strip lights mounted full length on the interior, hinged side of each compartment.

Opening the hatch compartment door will automatically turn the hatch compartment lighting on.

MOUNTING TRACKS

There will be recessed tracks installed vertically to support the adjustable shelf(s).

Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible.

The tracks will be provided in each compartment except for the one that contains the pump operator's panel.

ADJUSTABLE SHELVES

There will be five (5) shelves with a capacity of 500 lb provided. The shelf construction will consist of 0.188" aluminum painted spatter gray. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by 0.12" thick stamped plated brackets and bolts.

The location will be (1) LS3 upper with clearance for pegboard, (1) LS1 upper with clearance for pegboard, (1) RS1, and (2) RS3 between the vertical divider and front compartment wall.

The side height of the shelf/shelves will be as follows:

- Front: 2.00" high
- Rear: 2.00" high
- Left & Right Sides: 2.00" high

SLIDE-OUT/TILT-DOWN TRAY

There will be two (2) slide-out trays provided.

The bottom of each tray will be constructed of 0.188" thick brushed aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

Each tray will be at maximum width and depth for each compartment.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended positions.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The tray(s) will be located 1 RS1, 1 RS2.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be two (2) floor mounted slide-out tray(s) with 2.00" sides provided (1) P3 forward of the vertical divider, and (1) D1. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of .19" aluminum with non-welded corners. The finish will be painted spatter gray.

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be one (1) floor mounted slide-out tray with 2.00" sides provided In compt R1.. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of .19" aluminum with non-welded corners. The finish will be painted to match compartment interior.

The tray(s) will be designed for maximum compartment width and depth.

Slides will be equipped with ball bearings for ease of operation and years of dependable service. The slides will be located on the sides of the tray so that the tray can be located as close to the compartment floor as possible.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

ALUMINUM PEGBOARD

Two (2) horizontally installed tracks, with 0.19" aluminum pegboard will be installed on the back wall of three (3) compartments. The holes will be .281" diameter , punched 1.00" on center. The pegboard will be spatter gray painted. The pegboard(s) will be located in LS1, LS2 and LS3.

Retainers will be used to mount the pegboard to the tracks.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .281" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the back of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will be mounted on adjustable tracks from front to back within the compartment.

There will be One (1) toolboard(s) provided. The toolboard(s) will be spatter gray painted and installed in LS2.

SLIDE-OUT TOOLBOARD

A slide-out aluminum toolboard will be provided. It will have a painted finish to match the compartment interior.

It will be a minimum of 0.188" thick with 0.203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. A handhold cutout will be provided on the outboard edge of the toolboard.

The board will be mounted on an undermount-roller bearing type slide rated at 250 lb with a factor of safety of 2 at the bottom.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50 pound force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

The toolboard will have positive lock in the stowed and extended position.

The board shall also have a non locking Grant slide at the top.

The toolboard will be mounted on adjustable tracks side to side within the compartment.

There will be One (1) provided.

The toolboard(s) will be located RS3 to the rear of the vertical divider.

SCBA HOLDER

There will be two (2) Zico SCBA bracket, model KD-UH-6-SF, mounted D1 on the upper pegboard mounted with both brackets toward the left side of the compartment.

MATTING, FLOOR OF HATCH COMPARTMENT

There will be Turtle Tile compartment matting provided on the floor of the designated hatch compartment(s).

The color of Turtle Tile matting will be black.

The Turtle Tile matting will be provided on the floor of a total of two (2) hatch compartment(s) located all hatch compartment floors.

MATTING, COMPARTMENT SHELVING

Turtle Tile compartment matting will be provided in ten (10) shelves. The locations are, All trays and shelving .

The color of the Turtle Tile will be black.

VERTICAL COMPARTMENT PARTITION

One (1) partition will be provided.

The partition construction will consist of body material painted spatter gray. Each partition will be the full vertical height of the compartment.

The location(s) will be determined at a later date.

AIR BAG STORAGE

There will be a one (1) rack(s) installed for storing three (3) air bags in the in P1 mounted to the underside of the adjustable shelf as far towards the rear of the truck as possible. Bags to be oriented parallel to shelf so rack is hanging compartment.

The rack will be fabricated from painted spatter gray .125" aluminum. The rack will have half moon cutouts for grabbing the air bag. Velcro® straps will be installed to hold the air bags in place.

The size of the air bags will be rack size to be: (1) at 25"W x 25"D x 4"H, (1) at 23"W x 23"D x 1.50"H, and (1) at 19"W x 19"D x 3.25"H.

STRAP

There will be one (1) black 2.00" wide nylon strap(s) provided over the air bag storage rack openings. The strap(s) will be fastened with Velcro in the center.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 3.12" high with 1.50" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

Rub rails will be attached with bolts and spaced from the body with isolators that will help to absorb any moderate impact without damaging the body.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings.

A fender liner constructed of painted body material will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.

HARD SUCTION HOSE

Two (2) lengths of 6.00" Kochek Fire Grade clear corrugated hard suction hose, reinforced with a black spiral helix, 10' in length, will be provided. The hose will be equipped with a long handle female coupling on one (1) end and a rocker lug male coupling on the other end. Couplings will be black anodized hard coated aluminum.

HARD SUCTION HOSE STORAGE

A total of two (2) fully enclosed hard suction hose compartment(s) will be provided one (1) on the left side and one (1) on the right side in the upper area of the body compartments behind the roll up door and capable of storing one (1) hard suction hose each.

The trough will be constructed of aluminum.

One (1) smooth aluminum door with a Southco raised trigger C2 chrome latch hinged along the inboard edge, will be provided at the rear of each compartment.

HANDRAILS

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails..

Handrails will be located on the front of the body in positions needed to meet NFPA requirements.

- Two (2) vertical handrails will be located at the rear, one on each side of the rear compartment .

HANDRAIL

One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.

AIR PACK STORAGE

A total of one (1) air pack compartment(s) will be provided and located PS rear fender . The air pack compartment(s) will be tapered to match the profile of the space available in the fender. The compartment(s) will be approximately 15.50" wide at the top and 5.00" wide at the bottom for the wheel cutout. The compartment(s) will be 15.50" tall at the body side compartment and 6.00" tall at the wheel cutout. The compartment(s) will be 26.00" deep and have a drain hole.

Inside the compartment, black rubber matting will be provided.

A brushed stainless steel hinged door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air pack. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE STORAGE (TRIPLE)

A quantity of two (2) air bottle compartments designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the left side forward of the rear wheels and on the right side forward of the rear wheels. A brushed stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

LADDER STORAGE

The ladders will be stored inside the upper section of the left side compartments. This ladder rack will reduce the depth of the upper section in the side compartments.

A partition will be installed inside the compartment on the side of the rack to allow for equipment storage and to conceal the ladders.

The ladders will be banked in separate storage troughs.

The ladder storage assembly will be fabricated of stainless steel track channels to aid in loading and removal of ladders.

Rear of the ladder storage area will have a vertically hinged smooth aluminum door with a D-handle latch to contain the ladders.

**FOLDING LADDER**

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER STORAGE

There will be storage designated for a folding ladder stored in a poly section located in the thru-tunnel ladder storage compartment.

PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Duo-Safety 10' pike pole.

6' PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Duo-Safety 6' pike pole.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of four (4) pike poles and will be located in the hard suction hose compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

PIKE POLE STORAGE

Aluminum tubing will be used for the storage of two (2) pike poles and will be located Two in the upper speedlay bed across the front for 6' pike poles. Notch each end so pike poles can go in from either side.. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided. The pike pole tube will be notched to allow a New York style pike pole to fit into the tube.

LADDER, TOP ACCESS

A wide easy climbing access ladder, constructed of aluminum rungs and extruded aluminum rails, will be provided on the right side at the rear of the apparatus. The inside climbing area of the ladder will be 13.75" wide.

The lower section of the ladder will be retractable into the upper section to eliminate interference with the rear FMVSS lights. When lowered the bottom rung will be lower than the body, approximately 16.00" to 20.00" from the ground to allow a lower first step height.



The ladder will be slanted when in use for easy access, and fold against the body for storage to reduce the overall length. Corrosion resistant, stainless steel spring-loaded locks will hold the ladder in place.

There will be a "do not move truck" indicator activated in the cab if the ladder is not in the stowed position when the parking brake is disengaged.

PUMP

Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1.



The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance.

Pump will be the Class A type.

Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure
- 70 percent of rated capacity at 200 psi net pump pressure
- 50 percent of rated capacity at 250 psi net pump pressure

The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below:

- 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source

Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing.

The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift.

The pump will include o-ring gaskets throughout the pump.

Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger.

The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows.

For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. The intake wyes will be removable without having to remove the main intake casting. Removal of the main inlet wyes will provide access to the impeller, mechanical seal, and wear ring.

The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul.

For ease of service and overhaul there will be no piping or manifolding located directly over the pump.

PUMP MOUNTING

Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include two (2) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.

MECHANICAL SEALS

Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm² to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X10⁻⁶mm/mm*K to be more resistant to thermal shock.

PUMP GEAR CASE

The pump gear case will be a pressure-lubricated to cool, lubricate, and filter the oil. The gear case will include an auxiliary PTO opening. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A dipstick, accessible by tilting the cab, will be provided for easy fluid level checks. A filter screen will be provided for long life.

The gear case will consist of two (2) gears to drive the pump impeller and one (1) for the auxiliary PTO.

The auxiliary PTO opening will provide for the addition of PTO driven accessories.

The pump will be driven through the rear engine power take-off and clutch. The rear engine power take-off drive will be live at all times to allow for pump and roll applications. Rear engine power take-off's allow for high horsepower and torque ratings needed for large pump applications, and is a proven drive system throughout the rugged construction industry.

CLUTCH

There will be a heavy-duty electric clutch mounted directly to the front of the pump to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable magnetic system to assure superior performance. The clutch will have a 500 lb-ft rating. Clutch will be of a time-tested design used in critical military applications.

PUMPING MODE

Pump will provide for both pump and roll mode and stationary pumping mode.

Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set. If the vehicle is equipped with a foam system or CAFS system, these systems will be engaged from the cab switch panel as well.

Pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. Pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and set-up the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to Pump & Roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. Pump and roll mode will be maintained unless the transmission shifts out of first gear.

Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump.

PUMP SHIFT

Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed.

As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.

TRANSMISSION LOCK UP

Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.

PRESSURE CONTROLLER

A Pierce Pressure Governor will be provided. An electric pressure governor will be provided which is capable of automatically maintaining a desired preset discharge pressure in the water pump. When operating in the pressure control mode, the system will automatically maintain the discharge pressure

set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow, within the discharge capacities of the water pump and water supply.

A pressure transducer will be installed in the water discharge of the pump. The transducer continuously monitors pump pressure sending a signal to the Electronic Control Module (ECM).

The governor can be used in two (2) modes of operation, RPM mode and pressure modes.

In the RPM mode, the governor can be activated after vehicle parking brake has been set. When in this mode, the governor will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In the pressure mode, the governor system can only operate after the fire pump has been engaged and the vehicle parking brake has been set. When in the pressure mode, the pressure controller monitors the pump pressure and varies engine speed to maintain a precise pump pressure. The pressure controller will use a quicker reacting J1939 database for engine control.

A preset feature allows a predetermined pressure or rpm to be set.

A pump cavitation protection feature is also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds.

The throttle will be a vernier style control, with a large control knob for use with a gloved hand. A throttle ready light will be provided adjacent to the throttle control. A large 0.75" RPM display will be provided to be visible at a glance.

Check engine, and stop engine indicator lights will be provided for easy viewing.

Large 0.75" push buttons will be provided for menu, mode, preset, and silence selections.

The water tank level indicator will be incorporated in the pressure governor.

A fuel level indicator will be incorporated in the pressure controller.

A pump hour meter will be incorporated in the pressure controller.

The pressure controller will incorporate monitoring for engine temperature, oil pressure, fuel level alarm, and voltage. Pump monitoring will include, pump gearcase temperature, error codes, diagnostic data, pump service reminders, and time stamped data logging, to allow for fast accurate trouble shooting. It will also notify the driver/engineer of any problems with the engine and the apparatus. Complete understandable messages will be provided in a 20-character display, providing for fewer abbreviations in the messages. An automatic dim feature will be included for night operations.

The pressure controller will include a USB port for easy software upgrades, which can be downloaded through a USB memory stick, eliminating the need for a laptop for software installations.

A complete interactive manual will be provided with the pressure controller.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

RECIRCULATING LINE WITH CHECK VALVE

A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

FOAM SYSTEM PLUMBING

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.

INLET BUTTERFLY VALVE

There will be one (1) butterfly valve provided on the right side main pump inlet.

The 6.00" inlet valve will be recessed behind the pump panel.

A built-in, adjustable pressure relief valve and a 3/4" bleeder valve will be provided on the inlet side of the valve. The bleeder valve controls will be located at the threaded connection and at the pump operator's panel.

There will be an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

The electric actuator will be furnished with a manual override, extended to the pump panel.

A manual override wrench will be provide to manually open or close the valve.

INLET BUTTERFLY VALVE

There shall be one (1) butterfly valve provided on the left side main pump inlet.

The 6.00" inlet valve shall be recessed behind the pump panel.

A built-in, adjustable pressure relief valve and a 3/4" bleeder valve shall be provided on the inlet side of the valve. The bleeder valve controls shall be located at the threaded connection and at the pump operator's panel.

There shall be an Akron 9333 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller shall provide position indication on a full color, backlit LCD display. It shall have manual adjustment of the brightness as well as an auto dimming option.

The electric actuator will be furnished with a manual override, extended to the pump panel.

A manual override wrench will be provide to manually open or close the valve.

VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

LEFT SIDE DISCHARGE OUTLETS

There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" MNST adapter. The discharge(s) will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be Akron 9335 electric valve controller(s) provided on the pump operators panel. The electric control(s) must be of a true position feedback design, requiring no clutches in the motor or

current limiting. The unit(s) must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller(s) will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, each controller will include a pressure display.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 4.00" valve installed on the right side of the apparatus, terminating with 4.00" MNST threads. The discharge will be located below the crew cab and will be no higher than the top of the chassis frame rail.

There will be an Akron 9335 electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The unit must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option.

In addition to valve position, the controller will include a pressure display.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" full flow valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree brass swivel.

There will be automatic drains provided at all low points of the piping.

FRONT CROSSLAY COVER

A bright aluminum treadplate cover will be provided over the full width crosslay(s). The cover will be attached with a stainless steel hinge at the rear.

The cover will be secured with a butterfly latch on each side in the closed position and a pneumatic stay arm on each side will hold the cover in the open position.

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed on left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread. Discharge piping will be schedule 10 304L welded or formed stainless steel and routed through the water tank.

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed, on right side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping

along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread. Discharge piping will be schedule 10 304L welded or formed stainless steel and routed through the water tank.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

ADDITIONAL REAR OUTLET ELBOWS

One (1) discharge outlet 2.50" discharge outlets, located at the rear of the apparatus, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER OUTLET CAP

The large diameter outlet will have a National Standard hose thread adapter with a 4.00" rocker lug chrome plated cap and chain.

The cap will be the Pierce VLH, which incorporates a patent pending thread design to automatically relieve stored pressure in the line when disconnected.

REDUCER

There will be five (5) adapters with 2.50" FNST x 1.50" MNST threads and a 1.50" chrome plated cap installed on (2) DS 2.50" discharges, (1) PS 2.50" discharge, (2) rear 2.50" discharge.

DISCHARGE OUTLET CONTROLS

The right side discharges will be a quarter-turn ball valve controlled by Akron 9333 electric valve controllers provided on the pump operators panel. The electric controls must be of a true position feedback design, requiring no clutches in the motor or current limiting with the manual override located on the right side pump panel. The units must be completely sealed with momentary open, close as well and an optional one touch full open feature to operate the valve actuator. The controllers will provide position indication on a full color, backlit LCD display. They will have manual adjustment of the brightness as well as an auto dimming option.

All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.

PRESSURE GAUGE(S)

Analog pressure gauge(s) will be located near the electric valve controller(s). The gauges will match the rest of the analog gauges provided on the pump operator's panel.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel. A 2.50" valve will be provided. The deluge riser will allow flow for 1000 GPM.

TELESCOPIC PIPING

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A triangular bracing structure will be installed to support the piping. Aluminum tread plate will be placed on the forward side of the bracing structure.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

MONITOR

An Elkhart Model 8297 "Stinger" monitor will be properly installed on the deluge riser.

This monitor will include both a fixed base and a portable base with a 5.00" Storz inlet.

The monitor will be painted to match the body.

MONITOR NOZZLE

An Elkhart #ST-194 Elk-o-Lite quad stacked deluge tips will be provided with a 282 A Elkhart stream shaper.

Tip sizes will be 1.375", 1.50", 1.75" and 2.0"

The deluge riser will have male National Pipe Threads for mounting the monitor.

CROSSLAY MODULE

The crosslay module will be full width of the rear body.

The forward, upper corners of the module will have full body corners.

The crosslay module will be manufactured for installation of roll up doors on each side.

ROLLUP DOOR, CROSSLAY ENDS

The compartment doors will be rollup style, double faced aluminum construction painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

The crosslays will have a drip pan below the roll of the door.

CROSSLAY COMPARTMENT LIGHTING

There will be two (2) 12 volt DC light strips with white LEDs and mechanical fasteners, provide behind the front door frame on the crosslay compartments per the following:

- One (1) strip light for the left side crosslay compartment door
- One (1) strip light for the right side crosslay compartment door

The lights will be activated when the battery switch is on and the respective door is opened.

CROSSLAY(S), LOWER

There will be two (2) lower crosslays provided.

1.50" Crosslays

There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe.

The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment.

There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 1.75" double jacket hose .

Crosslay Hose Trays

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

CROSSLAY(S), UPPER

There will be one (1) upper crosslay provided.

2.50" Crosslay

There will be one (1) 2.50" crosslay plumbed with 2.50" welded or formed schedule 10 304L stainless steel pipe.

There will be a 2.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose.

Each crosslay will be gated with a 2.50" quarter turn ball valve with the controls located at the pump operator's panel.

Each hose bed will be capable of carrying 200' of 2.50" double jacket hose .

Crosslay Hose Trays

A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional

hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying.

Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.

CROSSLAY OPENING SCUFFPLATE

Polished stainless steel scuffplates will be provided on the lower horizontal edges of the crosslay openings.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level
- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the lower rear crosslay, lower front crosslay, center of front bumper and upper center crosslay.

System Electrical Load

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

SINGLE FOAM TANK REFILL

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

FOAM TANK

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be ChemGuard at .05%. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

COLOR CODED TAGS

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this

approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP CONTROL PANELS (LEFT SIDE CONTROL)

Pump controls and gauges will be located midship at the left side of the apparatus and properly identified.

The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment, to protect against road debris and weather elements. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel.

Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains.



Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The left side discharges will be controlled directly at the valve. There will be no push-pull style control handles.

Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color.

All remaining identification tags will be mounted on the pump panel in chrome-plated bezels.

All discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

The pump panels for the midship discharge and intake ports will be located ahead of the body compartments with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools.

A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump operator's panel and gauge panels will be constructed of stainless steel with a brushed finish.

The side control panels will be constructed of stainless steel with a brushed finish for durability and ease of maintenance.

PUMP AND PLUMBING ACCESS

Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump.



Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels.

Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.

PUMP COMPARTMENT LIGHT

A pump compartment light will be provided inside the plumbing area.

A .125" weep hole will be provided in each light lens, preventing moisture retention.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

AIR HORN SWITCH

An air horn control switch will be provided at the pump operator's control panel. This switch will be red and properly labeled. The switch will be located within easy reach of the operator in the electrical switch panel.

HEAT ENCLOSURE, MAXIMUM GROUND CLEARANCE

The lower pan of the heat enclosure will be slotted and will be pushed up as far as possible to allow the most/maximum ground clearance as possible.

ALUMINUM HEAT ENCLOSURE

A heat enclosure will be installed, trapping hot air radiated from the engine exhaust system, which will warm the fire pump. The enclosure will consist of an aluminum understructure, with easily removable aluminum panels. Also a covering above the plumbing will be provided, so warm air cannot escape freely.

HEATER, PUMP COMPARTMENT

A hot water heater will be installed in the plumbing compartment.

Controls for the heater will be located at the pump operator's panel.

The plumbing compartment will be enclosed at the top to retain the heat generated by the heater inside the plumbing compartment.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing.

To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty.

The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.

MINI SLAVE UNIT

An electric water level gauge will be provided in the cab that registers water level by means of five (5) LEDs. They will be at 1/4 level increments with a tank empty LED. The LEDs will be a bright type that are readable in sunlight and have a full 180-degree of clear viewing.

The water level gauge in the cab will be activated when the pump is in gear.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator(s), Whelen®, Model PSTANK2, LED module with chrome trim, installed one (1) each side rearward of crew cab doors.

This light module(s) will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level

- Second blue module indicates a water level above 3/4 full
- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
 - o Above 1/4 this light will be steady burning
 - o At empty this light will be flashing

The flash rate will be determined by the main water level tank sensor.

This module will be activated when the parking brake is applied.

FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING

Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts.

The pump panels will be illuminated by two (2) Truck-Lite, Model 60354C, 6.00" x 2.00" oval white LED lights with Model 60700, grommets and chrome covers installed on the back of the cab, one (1) on the driver's side and one (1) on the passenger's side.

The pump operator's panel will utilize the same LED strip lighting at the forward doorframe as all other compartment lighting.

There will be a small white LED pump engaged indicator light installed overhead.

AIR HORN SYSTEM

Two (2) Grover 2040 rectangular air horns will be provided. The horns will be mounted low through the lower bumper flange. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent the loss of air in the air brake system.

Air Horn Location

The air horns will be located on each side of the bumper, towards the outside.

AIR HORN CONTROL

The air horns will be actuated by two (2) lanyard rope pull controls, one (1) within reach of the driver and one (1) within reach of the officer. The air horns will also be actuated by horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Siren head will be located on a swivel bracket mounted on the headliner so that it is accessible to both the driver and officer. The swivel bracket will be capable of rotating a minimum of 180 degrees.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

There will be a Federal Q2B® siren furnished.

The control solenoid will be powered up after the emergency master switch is activated and will be interlocked to the parking brake so that the siren cannot be accidentally activated when the parking brake is applied.

The mechanical siren will be mounted on the bumper deckplate. It will be mounted on the left side. The siren will be mounted on a bracket that swivels to the outside of the bumper to allow access to the crosslay.

The mechanical siren will be actuated by a foot switch on the officer's side and by the horn button in the steering wheel. The driver will have the option to control the siren or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

A momentary red switch will be included in the left side overhead switch panel to activate the siren brake.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 72.00" Whelen® Freedom™ IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the left side end position.
- One (1) blue flashing LED module in the left side front corner position.
- One (1) red flashing LED module in the left side first front position.
- One (1) blue flashing LED module in the left side second front position.
- One (1) red flashing LED module in the left side third front position.
- One (1) blue flashing LED module in the left side fourth front position.
- One (1) red flashing LED module in the left side fifth front position.
- One (1) white flashing LED module in the left side sixth front position.
- One (1) white flashing LED module in the right side sixth front position.
- One (1) red flashing LED module in the right side fifth front position.
- One (1) blue flashing LED module in the right side fourth front position.
- One (1) red flashing LED module in the right side third front position.
- One (1) blue flashing LED module in the right side second front position.
- One (1) red flashing LED module in the right side first front position.
- One (1) blue flashing LED module in the right side front corner position.
- One (1) red flashing LED module in the right side end position.

There will be clear lenses included on the lightbar.

There will be a switch installed in the cab on the switch panel to control this lightbar.

The two (2) white flashing LED modules will be disabled when the parking brake is applied.

The six (6) red and four (4) blue flashing LED modules in the front positions may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be two (2) Whelen®, Model M6#, LED flashing warning lights installed on the cab face above the headlights, in a common bezel with the directional lights.

- The driver's side outside light to be red to the outside and blue to the inside
- The passenger's side outside light to be red to the outside and blue to the inside

Both lights will include a clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

Any white warning LEDs will be deactivated and any amber warning lights will be activated when the parking brake is applied.

SIDE ZONE LOWER LIGHTING

There will be four (4) Whelen®, Model M6#, flashing LED warning lights with chrome trim per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red to the front and blue to the rear.
- Two (2) lights, one each side fender panel area. The side rear lights to be red to the front and blue to the rear.
- The lenses will be clear.

There will be a switch in the cab on the switch panel to control the lights.

White LEDs will be disabled when the parking brake is applied.

SIDE WARNING LIGHTS

There will be two (2) Whelen, Model M9* LED flashing warning light(s) with bezel(s) provided one light in each upper body front corner .

The color of the light(s) to be red to the front and blue to the rear.

All of these lights will include a clear lens.

These lights will be activated with the rear upper warning switch.

Any white warning lights will be deactivated when the parking brake is set.

These lights may be load managed when the parking brake is applied.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen, Model M6# LED flashing warning lights located at the rear of the apparatus.

The driver's side rear light to be blue to the outside and red to the inside.

The passenger's side rear light to be red to the outside and blue to the inside.

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

WARNING LIGHTS (REAR AND SIDE UPPER ZONES)

There will be four (4) Whelen, Model M9#, 6.50" high x 10.37" long x 1.37" deep flashing LED warning lights with chrome trim and clear lenses provided at the rear of the apparatus per the following:

- The driver's side, side light will be as high and close to the rear of the apparatus as practical. The driver's side, side light to have the red LEDs forward and the blue LEDs to the rear.
- The driver's side, rear light will be as high and close to the outside of the apparatus as practical. The driver's side rear light to be blue to the outside and red to the inside.
- The passenger's side, rear light will be as high and close to the outside of the apparatus as practical. The passenger's side rear light to be blue to the outside and red to the inside.
- The passenger's side, side light will be as high and close to the rear of the apparatus as practical. The passenger's side, side light to have the red LEDs forward and the blue LEDs to the rear.

There will be a switch in the cab on the switch panel to control the lights.

REAR LIGHT MOUNTING

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash not activated.

This traffic directing light will be recessed with a stainless steel trim plate at the rear of the apparatus as high as practical.

The traffic directing light control head will be located in the driver side overhead switch panel in the center panel position.

REFRIGERATOR/FREEZER

There will be a Engel Model MT60 AC/DC refrigerator/freezer installed in the apparatus in the cab on the rear of the engine tunnel. Mount on the flat part of the engine tunnel so it doesn't overhang rear of engine tunnel. If spaces are required it is OK on the under side of the cooler depending on size.

Size of unit is 31.12" long x 19.38" wide x 17.44" high.

There will be a 15 amp, 120 volt AC straight blade receptacle, powered from the shoreline, install near this refrigerator to supply the AC power.

There will be a 10 amp 12 volt DC Deutsch plug and connector, powered with ignition, installed near this refrigerator to supply the DC power.

LIGHT TOWER

There will be one (1) Command Light Model KL415D-FS, light tower provided on the apparatus.

There will be four (4) Fire Research Model Q20, 20,000 lumens 12 volt DC light heads included on this tower.

This tower will include no back light or strobe light feature. The color of the tower to be gray with black lamps.

The lights included on this tower may be load managed when the parking brake is applied.

This tower will activate the Do Not Move Truck Indicator light in the cab if not in the stowed position when the parking brake is released.

Light Tower Location

The light tower will be installed on the crew cab roof.

Light Tower Controller

There will be a handheld wired controller included with the light tower.

Light Tower Controller Location

The light tower controller will be installed in the driver's side front body compartment.

120 VOLT RECEPTACLE

There will be three (3), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with interior stainless steel wall plate(s), installed (1) in the passenger's side rear facing EMS compartment and (1) in RS1 in the upper rear corner on the forward wall next to the 12 volt spare power, R1 Centered and as high as possible.. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.

- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore or combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

STRAINER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.8.2.1.1 requires a suction strainer when suction hose is provided.

The strainer is not on the apparatus as manufactured. The fire department will provide the suction strainer.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and/or body painting procedure will consist of a seven (7) step finishing process. A commercial chassis paint process will follow similar processes as determined by the chassis manufacturer. The following procedure will be used by Pierce:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.

2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a critical aesthetic finish. The surfacer primer will be a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The surfacer primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The sealer primer is applied prior to the base coat in all areas that have not been previously primed with the surfacer primer. The sealer primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when top coated.
6. Base coat Paint - Two coats of a high performance, two component high solids polyurethane base coat will be applied. The Base coat will be applied to a thickness that will achieve the proper color match. The Base coat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of clear coat will be applied over the base coat color. The clear coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style doors will be clear coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

Our specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a quality finish.

Each batch of base coat color will be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

Environmental Impact

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes will be disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Pierce will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the state EPA rules and regulations.

CAB TWO-TONE PAINT

The cab will be painted two-tone with the upper section painted #10 white and the lower section painted #90 red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions

FILM TECHNICAL PROPERTIES		
PROPERTY	TEST METHOD	PERFORMANCE
Color	—	Black
Film Thickness	—	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.
Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)		

- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

PAINT, REAR WHEELS

All wheel surfaces, inside and outside of inboard steel wheels only, will be provided with powder coat paint #101 black.

AXLE HUB PAINT

All axle hubs will be painted black #101.

The paint break will extend through two (2) roll-up doors located each side crosslay enclosure. Paint break to angle from cab up to body. To include door frames which are painted as well.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE STRIPES

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" black stripe at the top with a 1.00" gap then a 6.00" gold stripe with a 1.00" gap and a 1.00" black stripe on the bottom.

REFLECTIVE ACROSS CAB FACE

The reflective band provided on the cab face will be above, below or at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear roll up door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

JOG(S) IN REFLECTIVE BAND

The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.

INVERTED "V" CHEVRON STRIPING ON CAB AND CREW CAB DOORS

There will be alternating chevron striping located on the inside of each cab and crew cab door.

The striping will consist of the following colors:

The first color will be red diamond grade

The second color will be fluorescent yellow green diamond grade

The size of the striping will be 4.00".

CAB STRIPE

There will be a genuine gold leaf stripe provided on both sides of the cab in place of the chrome molding and on the cab face with shield.

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Twenty-one (21) to forty (40) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING

There will be genuine gold leaf lettering, 3.00" high, with outline and shade provided. There will be six (6) letters provided.

LETTERING

One (1) to twenty (20) reflective lettering, 6.00" high, with outline and shade will be provided.

LETTERING

There will be genuine gold leaf lettering, 12.00" high, with outline and shade provided. There will be two (2) letters provided.

LETTERING

There will be reflective lettering, 10.00" high, with outline and shade provided. There will be 12 letters provided.

MALTESE CROSS INSTALLATION

There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed one each side crew cab doors.

EMBLEM

There will be five (5) reflective emblem(s), approximately 12.00" - 14.00" in size, installed one each side of the cab (911 emblems), D1, P1, and R1. the emblem will be modeled after the department submitted information (art, patch, etc).

CAB GRILLE DESIGN

An American flag design will be painted on the cab grille.

FIRE APPARATUS PARTS MANUAL

One (1) custom parts manuals for the complete fire apparatus will be provided in hard copy with the completed unit.

One (1) compact disc (CD) will also be provided that will include all of the information from the above manual.

The manual will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts

The manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in this manual is also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

One (1) chassis service manuals containing parts and service information on major components will be provided with the completed unit.

One (1) compact disk (CD) will also be provided that will include all of the information from the above manual.

The manuals will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension

- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

MANUALS, CHASSIS OPERATION

Two (2) chassis operation manuals will be provided.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A TRW **one (1) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE WARRANTY

A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

REAR AXLE WARRANTY

A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

SIX (6) YEAR PARTS, ONE (1) YEAR LABOR

The pump and its components will be provided with a six (6) year parts and one (1) year labor limited warranty. The manufacturer's warranty will provide that the pump and its components will be free from failures caused by defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Side Impact

The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact

The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS**Cab Air Conditioning**

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees

Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - o The nameplate rating of the alternator.
 - o The alternator rating under the conditions specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - o The minimum continuous load of each component that is specified per:
 - Applicable NFPA 1901 or 1906 (Current Edition).
 - o Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - o Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

RELIANT FIRE APPARATUS, INC.

880 ENTERPRISE DRIVE • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



PAYMENT METHOD INSTRUCTIONS:

Electronic Payment (Preferred Option):

In order to avoid delays in the receipt and/or application of your remittance, we recommend you forward all payments electronically as follows:

ACH or WIRE:

US Bank
N61 W6312 Turner St.
Cedarburg, WI 53012

ABA Number: 075000022
Account Name: Reliant Fire Apparatus, Inc.
Account Number: 121659071

Payment by Check: (Alternative Option):

In the event that you wish to forward your remittance via check, please make checks payable to:
Reliant Fire Apparatus, Inc.

Mail To:

Reliant Fire Apparatus, Inc.
PO Box 470
Slinger, WI 53086

Notes:

- **Reference the invoice number(s) or job number you are paying for all remittances.**
- **Please notify our Accounting Manager Carrie Britt at carrieb@reliantfire.com that an ACH payment has been initiated.**

If there are questions, contact Reliant Fire Apparatus at (262) 297-5020

City of Newton Disbursements 6-8-21

Vendor	Department	Description	Amount
Acushnet Company	Golf	Merchandise	\$ 1,246.78
Ag-Grow Plus Lawn Care	Airport	Service	\$ 116.60
Airgas USA LLC	Fire	Service	\$ 117.09
Amazon Capital Services	All	Supplies	\$ 2,751.72
American Business Phones	Police	Service	\$ 740.57
American Legal Publishing Corporation	Administration	Service	\$ 490.00
Andax	Fire	Supplies	\$ 7.30
A-Z Tree Service	Library	Service	\$ 900.00
Baker & Taylor	Library	Supplies	\$ 4,648.76
Baker & Taylor Entertainment	Library	Supplies	\$ 194.17
Battery Clearance LLC	Fire	Supplies	\$ 71.65
Bayscan Technologies	Library	Supplies	\$ 471.71
Birds & Blooms	Library	Subscription	\$ 15.00
Bituminous Materials & Supply	Street	Supplies	\$ 3,127.87
Blackstone Publishing	Library	Supplies	\$ 36.99
Bolton & Menk Inc	All	Service	\$ 41,561.50
Boot Barn Inc	Engineering	Supplies	\$ 200.36
Bound Tree Medical LLC	Fire	Supplies	\$ 2,099.99
Caldwell Brierly & Chalupa PLLC	Commercial D&D/Econ Dev	Service	\$ 4,646.50
Caliber Concrete LLC	Parks	Service	\$ 47,207.40
Capital City Equipment	Airport	Supplies	\$ 485.26
Capital One	All	Supplies	\$ 1,025.42
Cappy's Tire & Auto Service	Golf/Street	Service	\$ 599.96
Cardinal Tracking Inc	Police	Service	\$ 169.95
Carl's Window Service	Library	Service	\$ 180.00
CCI Solutions	Library	Supplies	\$ 100.90
CDW Government Inc	Library	Supplies	\$ 3,561.95
Cengage Learning	Library	Supplies	\$ 413.45
Center Point Large Print	Library	Supplies	\$ 102.78
Cintas	All	Service	\$ 1,061.47
Coin World	Library	Subscription	\$ 59.98
Computer Resource Specialists	Library	Technology	\$ 9,000.00
Continental Research	City Garage	Supplies	\$ 230.24
Continental Safety Equipment	Street	Supplies	\$ 53.36
Crow, Darrin	Library	Service	\$ 225.00
Dannen, Shannon	D&D Program	Service	\$ 1,115.00
Demco Inc	Library	Supplies	\$ 1,073.61
DH Pace Company	Street	Service	\$ 4,686.00
Diamond Products Co	Library	Maintenance	\$ 20.49
Digium Cloud Services LLC	All	Utilities	\$ 401.00
DMACC - Ankeny Campus	PW Building	Rent	\$ 1,895.75
Dodd Trash Hauling & Recycling	Solid Waste	Service	\$ 57,923.25
FAAC Inc	Police	Supplies	\$ 295.00

FARO Technologies	Fire	Service	\$ 400.00
Faronics	Library	Service	\$ 513.00
Fastenal	City Garage/WPC	Supplies	\$ 202.27
FBG Service Corporation	Library	Supplies	\$ 1,805.32
Fire Service Training Bureau	Fire	Service	\$ 50.00
Forbes Office Solutions	Library/Police	Service	\$ 191.50
Four Points Golf Cars	Golf	Supplies	\$ 164.46
Frasier, Lisa	Finance	Reimbursement	\$ 49.72
Fuller, Shawn	Water Pollution Control	Reimbursement	\$ 50.00
Galls LLC	Fire/Police	Supplies	\$ 1,084.00
Gregg Young Auto Center	Police	Service	\$ 5,256.68
Gronewold Bell Kyhnn & Co PC	Administration/Finance	Service	\$ 1,385.00
Ground Breaker Homes LLC	Private Incentives	Reimbursement	\$ 2,860.81
Hamco Walker Paper & Ink	Library	Supplies	\$ 119.90
Hawkeye Polygraph	Police	Service	\$ 300.00
Hawkins Water Treatment	Water Pollution Control	Supplies	\$ 1,487.50
Heisdorffer, Michele	Finance	Reimbursement	\$ 49.72
Henderson Products Inc	Snow Removal	Equipment	\$ 8,491.00
Hewitt Service Center	Street	Supplies	\$ 15.00
Hornung's	Golf	Merchandise	\$ 147.95
Housby Heavy Equipment LLC	Landfill	Supplies	\$ 646.42
House Beautiful	Library	Subscription	\$ 28.00
Howe Excavating	Commercial D&D	Service	\$ 61,112.55
Hy-Vee Inc	Fire	Supplies	\$ 17.44
Image Trend Inc	Fire	Service	\$ 816.00
IMWCA	All	Service	\$ 7,308.78
Iowa Chapter IAAI	Fire	Service	\$ 30.00
Iowa Dept of Natural Resources	Landfill	Training	\$ 20.00
Iowa Fire Marshals Association	Fire	Service	\$ 50.00
Iowa Law Enforcement Academy	Police	Training	\$ 1,225.00
Iowa One Call	Engineering/WPC	Service	\$ 354.10
Iowa Outdoors	Library	Subscription	\$ 20.00
Iowa Prison Industries	Police	Service	\$ 230.00
Iowa Pump Works	Maytag Pool/WPC	Service	\$ 850.00
Iowa Total Care	Fire	Reimbursement	\$ 83.66
Isolved Benefit Services	Finance	Service	\$ 98.03
iWorQ	All	Service	\$ 16,000.00
Jasper County Abstract	Commercial D&D	Service	\$ 125.00
Jasper County Tribune	Library	Subscription	\$ 52.00
JETCO Inc	Water Pollution Control	Service	\$ 632.50
Johnson Aviation	Airport	Service	\$ 4,259.41
Key Cooperative	Cemetery/Parks/Police	Fuel	\$ 4,577.48
Keystone Labs	Water Pollution Control	Service	\$ 4,532.06
Kiesler's Police Supply	Police	Supplies	\$ 2,694.30
Kinetic Edge Physical Therapy	City Garage	Service	\$ 64.00
Lakeshore Learning Materials	Library	Service	\$ 446.14
Lands' End Business Outfitters	Water Pollution Control	Supplies	\$ 155.80

Laser Labs Inc	Police	Supplies	\$ 76.95
LCI Distributing Ltd	Airport	Service	\$ 6,900.00
Liberty Tire Services LLC	Landfill	Service	\$ 125.00
Liebl Marketing Group	Community Marketing/N Central TIF	Service	\$ 2,855.00
Luetters, Kevin	City Center	Service	\$ 1,750.00
Lyman, Rick	Parks	Service	\$ 919.85
M2C Inc	Water Pollution Control	Supplies	\$ 2,161.24
Magnum Automotive	Police	Service	\$ 1,524.32
Mahaska Bottling Co	Golf	Supplies	\$ 1,019.40
Make:	Library	Subscription	\$ 19.99
Manatts - D.M.	Street	Supplies	\$ 11,193.91
Martha Stewart Living	Library	Subscription	\$ 24.00
Martin Marietta Materials	Street	Supplies	\$ 1,882.80
Martin's Flag Company	Library	Maintenance	\$ 405.00
Maxim Advertising	Maytag Pool	Supplies	\$ 1,059.05
MG Laundry Corporation	City Center/Fire	Service	\$ 113.20
Mid Country Machinery	Street	Supplies	\$ 685.11
Midwest Automatic Fire	City Center	Service	\$ 232.45
Midwest Lawn Services	Library	Service	\$ 900.00
Minitex	Library	Supplies	\$ 3,820.00
Mother Earth News	Library	Subscription	\$ 17.95
Motor Trend	Library	Subscription	\$ 22.00
MPH Industries Inc	Police	Service	\$ 1,880.89
MTI Distributing Inc	Golf	Supplies	\$ 1,242.13
NAPA Auto Parts	All	Supplies	\$ 743.69
New York Times	Library	Subscription	\$ 528.00
News Printing Company	All	Service	\$ 493.70
Newton Clinic	Fire	Service	\$ 404.50
OCLC Inc	Library	Technology	\$ 8,080.81
O'Halloran International	Street	Supplies	\$ 163.85
O'Keefe Elevator Co Inc	City Center	Service	\$ 198.65
Our Iowa	Library	Subscription	\$ 34.98
OverDrive Inc	Library	Supplies	\$ 5,000.00
Owen, Andrew	Fire	Reimbursement	\$ 3,425.58
Partsmaster	Water Pollution Control	Supplies	\$ 33.77
Penworthy Company	Library	Supplies	\$ 351.06
PGA of America	Golf	Dues	\$ 476.75
Pitney Bowes	All	Supplies	\$ 173.82
Portner, Brad	Commercial D&D/Housing Demolitions	Service	\$ 630.00
Preferred Pest Control Inc	Fire/Library	Service	\$ 650.00
Premier Office Equipment	Police	Service	\$ 190.33
Petty Cash - Parks	Maytag Pool	Reimbursement	\$ 150.00
Professional Management Coaching	Fire	Service	\$ 2,500.00
Quill Corporation	All	Supplies	\$ 461.57
Ray, Randy	Commercial D&D/Parks	Service	\$ 420.00
Record Automatic Doors Inc	Library	Service	\$ 268.00
Reminisce	Library	Subscription	\$ 19.98

Reserve Account-Pitney Bowes	Library	Postage	\$ 2,000.00
Riggs Printing Inc	North Central TIF	Supplies	\$ 150.00
Road and Track	Library	Subscription	\$ 15.00
Sandry Fire Supply LLC	Fire	Supplies	\$ 60.50
Schabillion, Joel	Fire	Reimbursement	\$ 261.94
Secretary of State	Police	Service	\$ 30.00
Security Equipment Inc	City Center	Service	\$ 829.00
Showcases	Library	Supplies	\$ 311.04
Spahn & Rose Lumber Co	All	Supplies	\$ 234.41
Springer Professional Home Services	Golf	Service	\$ 42.00
Star Equipment	Street	Supplies	\$ 57.60
Streichers	Police	Supplies	\$ 130.00
Terry, Nicole	Library	Reimbursement	\$ 24.64
The Scale Guys LLC	Landfill	Service	\$ 500.00
Theisen's	All	Supplies	\$ 1,438.97
Theisen's Marshalltown	Street/WPC	Supplies	\$ 495.91
Thomas Bus Sales Inc	Parks	Supplies	\$ 50.00
Town & Country Wholesale Co	Golf	Supplies	\$ 867.57
Transit Works	Engineering	Supplies	\$ 395.00
True Value Hardware	All	Supplies	\$ 1,015.22
Two Rivers Cooperative	Airport/Golf	Supplies	\$ 2,142.97
ULINE	Fire	Supplies	\$ 130.61
Unique Management Services	Library	Service	\$ 50.00
United Public Safety	Animal Control	Service	\$ 2,712.54
Unity Point Health	Fire	Service	\$ 396.25
UnityPoint Clinic-Occupational	City Garage	Service	\$ 42.00
Utility Equipment Co	Street	Supplies	\$ 1,000.00
Valley Environmental	Water Pollution Control	Service	\$ 60.00
Van Maanen Electric Inc	PW Building/Street/Tort Liability	Service	\$ 50,406.56
Van Wall Equipment	Cemetery/Parks/WPC	Supplies	\$ 347.64
Victoria	Library	Subscription	\$ 39.98
Victoria's Greens	Parks	Supplies	\$ 800.00
Vulcan Industries Inc	Water Pollution Control	Supplies	\$ 387.00
Ward, Mike	Landfill	Reimbursement	\$ 208.68
Warnick & Reeves Mechanical	Fire	Service	\$ 472.76
Water Department	All	Utilities	\$ 242.12
Wellik, Jarrod	Fire	Reimbursement	\$ 65.50
Woods, Benjamin	Landfill	Reimbursement	\$ 24.00

Total **\$ 461,050.97**

Pre-Authorized Payments

Alliant Energy	All	Utilities	\$ 45,150.87
Annee, Stephanie	North Central TIF	Grant	\$ 314.00
AT & T Mobility	Landfill/NPD	Utilities	\$ 1,031.72
Black Hills Energy	All	Utilities	\$ 1,886.54

Dish Network	Airport	Utilities	\$ 137.05
Doll Distributing	Golf	Concessions	\$ 1,847.84
Heck, Dave	Parks	Service	\$ 800.00
Hy-Vee	Golf	Concessions	\$ 224.17
Iowa Beverage Systems	Golf	Concessions	\$ 835.10
JDSO Inc	Golf	Concessions	\$ 210.00
Mediacom	Administration	Utilities	\$ 296.90
Newton City Band	Parks	Service	\$ 650.00
United States Cellular	All	Utilities	\$ 630.13
Verizon Wireless	Disaster Services	Utilities	\$ 35.01
Water Department	-	Reimbursement	\$ 15,368.00
Water Department	All	Utilities	\$ 169.33
Windstream	All	Utilities	\$ 1,455.82
Total			\$ 71,042.48

City of Newton Council Report

Item: An ordinance amending Title XIII, Chapter 135 “Fireworks” of the Code of Ordinances, Newton, Iowa.

Summary: Amend Chapter 135 “Fireworks” to increase the fine from \$250 to \$400.

Financial Impact: N/A



Report Number: 21-153

Date: June 7, 2021

Lead Department: Police
Department

Recommendation:
None

Background: Newton City Council approved the increase in the fine amount for fireworks violations in Chapter 135 of the City Code in August of 2020. That approval increased the fine amount from \$250 to \$400 in Section 135.05 “Fireworks; Discharging General Requirements” of the City Code. The same fine increase for Section 135.06 “Owner Occupant Responsibility” was inadvertently left out of consideration.

The proposed ordinance increases the fine amount in Section 136.06 “Owner Occupant Responsibility” from \$250 to \$400 to be consistent with the changes in the other sections of the firework’s code that occurred in 2020.

Due to this proposal being a language clean up and with the fireworks season quickly approaching staff requests City Council wave the 2nd and 3rd reading of the ordinance.

Recommendations

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Jarrod Wellik".

Jarrod Wellik
Acting City Administrator

Attachments

ORDINANCE NO. ____

ORDINANCE AMENDING TITLE 13, CHAPTER 135 OF THE NEWTON CODE OF ORDINANCES, "FIREWORKS"

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Newton, Iowa as follows:

SECTION 1. The Code of Ordinances of the City of Newton, Iowa, is hereby by adding or ~~deleting~~ the following:

§ 135.06 OWNER/OCCUPANT RESPONSIBILITY.

(A) No person or responsible party shall allow, permit, or otherwise consent to the display of consumer or display fireworks on the private property or an adjacent public way if such possession or display is in violation of this chapter.

(B) A person or responsible party with control of the private property shall be presumed to have consented to the display of fireworks on the property or adjacent way if law enforcement or fire officials observe and document the existence of the remnants of unlawful fireworks on the premises indicative of the use or display of such fireworks.

(C) (1) For purposes of this section, **RESPONSIBLE PARTY** includes, but is not limited to:
(a) The person(s) who owns, rents, leases, or otherwise has possession of the residence or other private property;
(b) The person(s) in immediate control of the residence or other private property; and
(c) The person(s) who organizes, supervises, sponsors, conducts, allows, controls, or controls access to the illegal discharge or illegal storage of fireworks.

(2) If the residence or other private property is rented or leased, the landlord or lessor is not covered by this section unless they fall within the category of persons described under division (C)(1)(b) or (c) of this definition. A landlord or lessor can only be held responsible under division (C)(1)(c) of this definition if he or she has knowledge that fireworks are being unlawfully discharged or stored on the property.

(D) Any person or responsible party who violates the restrictions in division (A) or (B) above will be guilty of a municipal infraction and subject to a civil penalty of ~~\$250~~ \$400 for each offense.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

(SEAL)

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk

I, Katrina Davis, City Clerk of the City of Newton, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Newton, Iowa on the ____ day of _____, 2021 and was published in the Newton Daily News, a

newspaper of general circulation in the said City of Newton on the ____ day of _____, 2021.

Dated this ____ day of _____, 2021.

Katrina Davis, City Clerk

City of Newton Council Report

Item: Resolution Authorizing Approval of the City of Newton Employee Handbook as Amended

Summary: Resolution Adopting Changes to the City of Newton's Employee Handbook

Financial Impact: No Financial Impact



Report Number: 21-154

Date: June 7, 2021

Lead Department:
Administration

Recommendation:
Approval

BACKGROUND

Over the past several months, staff has developed amendments to the Safety Policy Manual and the Retiree Insurance procedure that was previously in the Administrative Manual and the Health Care Plan as well as the creation of the new Telework Policy.

In order to reduce confusion by having multiple policies in various documents, it is felt that as current policies are amended and new policies created that these policies should be consolidated into the current Employee Handbook.

In addition to the three policy changes mentioned above, staff is proposing an amendment to section 5.2 Bereavement Leave by eliminating the wording: "consecutive calendar days" as this isn't always the case in today's world. It would allow for flexibility in making arrangements and attending the funeral.

Staff is also proposing an amendment to section 5.7 Parental Leave by expanding the leave to include adoptions, or placements of foster children.

Recommendation:

Staff recommends approval of the proposed changes to the City of Newton Employee Handbook effective June 7, 2021.

A handwritten signature in black ink, appearing to read "Jarrod Wellik".

Jarrod Wellik
Acting City Administrator

RESOLUTION NO. 2021 – _____

**RESOLUTION AUTHORIZING APPROVAL OF THE CITY OF NEWTON
EMPLOYEE HANDBOOK AS AMENDED**

WHEREAS, over the past several months, staff has developed amendments to the Safety Policy Manual and the Retiree Insurance procedure that was previously in the Administrative Manual and the Health Care Plan as well as the creation of the new Telework Policy; and

WHEREAS, in order to reduce confusion by having multiple policies in various documents, it is felt that as current policies are amended and new policies created that these policies should be consolidated into the current Employee Handbook.; and

WHEREAS, staff is proposing an amendment to section 5.2 Bereavement Leave by eliminating the wording: "consecutive calendar days" as this isn't always the case in today's world. It would allow for flexibility in making arrangements and attending the funeral; and

WHEREAS, staff is proposing an amendment to section 5.7 Parental Leave by expanding the leave to include adoptions, or placements of foster children;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newton, Iowa, approval of the proposed updates to the City of Newton Employee Handbook effective June 7, 2021.

PASSED this _____ day of June, 2021

APPROVED this _____ day of June, 2021

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



City of Newton, Iowa Employee Handbook



Revised ~~October 1, 2020~~ June 7, 2021

Previously Revised: ~~July 1, 2019~~ Oct. 1, 2020

Originally Adopted: April 3, 1989

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ACKNOWLEDGMENT

This is to acknowledge that I have received a copy of the *EMPLOYEE HANDBOOK* for the City of Newton, Iowa dated ~~October 1, 2020~~June 7, 2021.

I have been encouraged to read, understand, and to comply with the provisions of the *Handbook*.

Employee _____

Print Name Here

Signed: _____ Date: _____

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I. INTRODUCTION



The purpose of this Employee Handbook is to provide general information about the City of Newton's policies, procedures, employment benefits and other matters concerning your employment with the City. This handbook is to be used as a reference guide when questions arise. Some of the policies and benefits described in this handbook, such as the group health insurance plans, are covered in greater detail in official policy documents from the insurance carrier. You should refer to those documents for more information.

The personnel policies within cover all full-time and part-time non-bargaining unit employees and all bargaining unit employees unless otherwise provided for by their respective collective bargaining contracts. Temporary employees and persons retained or contracted to provide special work, research or technical services for the City are not covered by this handbook unless noted. Any questions you may have should be directed to your immediate supervisor or department director.

DISCLAIMER

This handbook is provided for informational purposes only. The policies, procedures, benefits and plans described in the handbook may be revised by the City at any time without prior notice. The City retains the exclusive right to change, add to, eliminate, or modify any of the policies in the handbook at any time at its discretion, with or without notice.

Any promises, representations, or actions by a City official or employee, which are contrary to this handbook, are not the official policy of the City and are of no force or effect. This handbook supersedes and cancels the effect of any previous versions of a City employee handbook.

This employee handbook is not intended to create any contractual rights in favor of you or the City. This handbook is not to be construed as an employment contract, express or implied, or as a promise that you will be employed for any specified period of time. Employees may resign their employment at any time and for any reason, and the City reserves the same right to discontinue any individual's employment at any time and for any reason. Nothing in this handbook changes the at-will nature of your employment with the City.

II. DEFINITIONS

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this handbook, have the meanings stated in this section:

Administrative Manual – A reference document containing citywide administrative procedures produced by the City Administrator. This manual is available on the City Intranet or copies by contacting your supervisor or department director.

Appeal - An application for review of an alleged grievance submitted or instituted by an employee to a higher authority.

City - The City of Newton.

Compensation Time Off - Time off from work in lieu of monetary payment for overtime worked.

Discrimination - A showing of bias or favoritism in treatment because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

Employee - A person legally holding a position in the City of Newton service.

Exempt employee - An employee who is not required to receive overtime compensation for work performed beyond 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA).

Fiscal Year - Otherwise known as July 1 through June 30.

Full-Time Employee - An employee who has completed their designated introductory period who occupies a full-time position.

Full-Time Position - A group of duties and responsibilities requiring the full-time employment of one person 40 hours per week or 56 hours per week for Fire Department shift personnel, on a regularly scheduled basis for each week throughout the year.

Introductory Period - The first six (6) months of employment or reassignment during which an employee is required to demonstrate their fitness for the position to which appointed through actual performance of the duties and responsibilities of the position. Employee's at-will status continues after completion of the introductory period.

Leave - An approved absence from work as provided for by personnel policies.

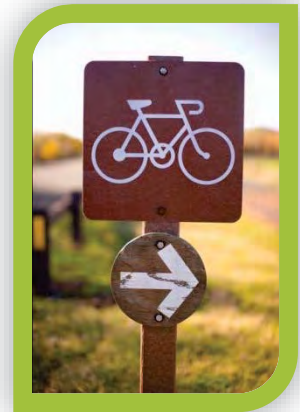
Non-Bargaining Unit Employees - Those full-time and part-time employees whose positions are not included in an established collective bargaining unit of the City.

Non-Exempt employee - An employee who is required to be paid at the rate of time and one-half (1 1/2) their regular rate for all hours worked beyond 40 hours in a workweek in accordance with the Fair Labor Standards Act (FLSA).

Non-Union Compensation Plan - The official pay schedule approved by the City Council.

Outside Employment - Employment of any kind engaged in by a City employee for which compensation is received from a source other than the City of Newton.

City of Newton Employee Handbook



Overtime - Authorized time worked by an employee in excess of 40 hours for shift personnel or 53 hours per week for Fire Department.

Part-Time Employee - An employee who has completed their designated introductory period, who has received an appointment and who occupies a part-time position.

Part-Time Position - A group of duties and responsibilities requiring part-time employment of one person for at least 20 hours, but less than ~~40~~30 hours per week on a regular schedule throughout the year.

* Regular Part-time employees working 30 plus hours per week over a 12 month look back period are eligible for health insurance based on a prorated contribution amount in accordance with Healthcare Reform.

Public Safety Employee - All civilian and sworn police and fire employees.

Sexual Harassment - Unsolicited, non-reciprocal behavior by an employee who is in a position to control or affect another employee's job or cause them to fear that they would be punished for the refusal to submit. This may consist of, but is not limited to, subtle pressures for sexual activity, inappropriate touching, inappropriate language, demands for sexual favors, unwelcome physical advances and displaying of sexually explicit materials in the work place. Sexual harassment also includes any employee conduct unreasonably interfering with another employee's work performance by creating an intimidating hostile or offensive working environment.

Shift Employee - An employee who occupies a full-time position which requires work on a regular schedule at any period during the 24 hours of a day and on any day during the week.

Temporary or Seasonal Employee - An employee engaged to work full-time or part-time for the City with the understanding that his or her employment will be terminated no later than upon completion of a specific assignment. Temporary employees, or seasonal employees, or part-time employees who work less than an average of twenty (20) hours per week in a 12 month look back period, are not eligible for any benefits described in this handbook, unless otherwise indicated.

Temporary or Seasonal Position - A group of duties and responsibilities requiring the temporary or seasonal employment of one person on either a full or part-time basis.

Termination - The complete separation from City employment resulting from discharge, resignation, retirement, or death.

III. GENERAL POLICIES

~~3.1 Electronic Communication & Internet Use~~

~~Refer to the City Administrative Manual, Procedure 1-7~~

3.21 Clothing Allowance

Sec. 1 Police - All sworn Police non-union supervisors shall receive a yearly clothing allowance of \$615. One-half of the annual allowance shall be paid semi-annually on the second payroll in August and February less applicable taxes.



Sec. 2 Fire - All Fire supervisors shall receive a uniform credit in the amount of \$615 a year. Any portion, which is not utilized by an employee, may be carried over into the next year. It may not be carried over into a third year. Upon termination of employment, the employee will be entitled to a clothing allowance payout. Annual allowance will be pro-rated monthly to include the month of departure. Fire supervisors are entitled to the unused previous year carry-over balance. The uniform credit may be used to purchase any article of clothing allowed by the department's Uniform Code. Fire supervisors may continue to purchase uniform articles anytime during the year.

Sec. 3 Public Works/Community Services - Public Works and Community Services non-bargaining employees who as part of their job wear a uniform, may receive up to eleven (11) uniform pants and shirts, and to replace such uniforms as they become worn, so long as the old uniforms are turned in. Uniforms shall be maintained at the City's expense to include one set up charge per year for employees who have gained or lost weight. All uniforms shall be returned to the City when the employee's employment is terminated. Such uniforms are not to be utilized on non-city employment. The City will pay 100% of the cost of safety shoes and/or overshoes and other work related outer ware for employees not to exceed \$265 in any fiscal year. The employee is required to submit a receipt for proof of purchase to be reimbursed for such purchases.

All full-time, part-time, and temporary non-bargaining unit employees may also receive replacement of clothing, watches, and/or glasses damaged while on duty.

3.32 Discriminatory and/or Sexual Harassment

It is the responsibility of the City to ensure an employee's right to a work environment free of all forms of discriminatory and sexual harassment. Harassment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, or having filed a discrimination complaint is a violation of both state and federal civil rights laws. It subverts the interest of the City and threatens the working relationship within City employment as a whole. It is the policy of the City that discriminatory and sexual harassment is unacceptable and will not be tolerated.

The City, by this policy, affords all employees the right to work in an environment free from discriminatory intimidation, ridicule, and insult. The City hereby declares that all complaints of discriminatory and sexual harassment shall be promptly and fully investigated. The City shall take immediate and appropriate corrective action to end the harassment, to make the victim whole, and to prevent any recurrence of or retaliation for complaining about the harassment.

Any employee that has encountered discriminatory or sexual harassment should make a complaint following the Department's chain of command. If that person(s) is the cause of the complaint, the next

step would be to contact Human Resources or the City Administrator. Upon investigation of the allegations and, if the facts support such a complaint, immediate and appropriate corrective action will be taken. Any coercion of, or retaliation against, any employee who reports or complains of an incident is prohibited. Any employee violating this policy will be subject to disciplinary action up to and including discharge.

3.43 Drug and Alcohol Policy

Employees, including temporary employees, are expected to report to work on time and in an appropriate mental and physical condition to work. As such, when reporting to work or while at work, employees shall not (1) use or be under the influence of alcohol, (2) engage in the illegal use of prescription or non-prescription drugs or (3) use or be under the influence of illegal drugs. Employees under the influence of alcohol, drugs or narcotics at work are subject to the same performance and behavior standards as other employees. Employees in violation of this policy shall be subject to disciplinary action up to and including discharge in accordance with applicable federal and state laws and regulations. Refer to City Administrative Manual for Drug and Alcohol Policies.

3.54 Educational Opportunities

The City encourages the educational development of employees to their fullest potential. The City will reimburse an employee for tuition cost of courses taken which relate to the employee's present position or to the next position in the normal career progression from the employee's present position provided that:

1. The course is approved in advance and in writing by the City Administrator.
2. Presentation of proof of satisfactory completion of course work. The employee must receive a grade of "C" or better or a "Pass" grade if graded on a "Pass-Fail" basis.
3. Approval of tuition assistance must be sought for each course to be taken.
4. Adequate funds are available.

All requests listed below must follow the Department's chain of command process.

Police supervisors may receive additional monthly compensation of up to \$60.00 per month for college credit.

Fire supervisors may receive additional monthly compensation of up to \$22.00 per month for college credit.

Fire command staff that is certified as Hazardous Materials Technicians will receive \$80 per month of additional compensation.

3.56 Electronic Communication

Refer to the City Administrative Manual, Procedure 1-7.

3.67 Employee Physical

The City may require an employee to submit to a job-related medical examination by a physician designated by the employer and at the employer's expense after the employee has been offered a position and before the employee starts work if the examination is required of all entering employees in the classification.

Employee may also be required to submit to a job-related medical examination when necessary to determine if employee is still able to perform the essential functions of the position, or for fitness for duty or other medical examinations required by federal, state, or local law.

All medical information collected by the City will be maintained in separate confidential files.

Each employee, who is covered by the City's health insurance plan, shall also be covered through the City's Wellness program with a maximum benefit of \$300.00 per employee each year towards a physical. Appropriate procedures as set by the City and the insurance carrier shall be followed.

Department Directors are provided a complete physical once each fiscal year. Sworn public safety supervisors are provided a complete physical exam once every three (3) fiscal years in accordance with departmental policy, however those supervisors may participate in the wellness physicals in the off years from the complete physicals.

Medical examinations that are required by federal, state, or local law will take precedence over this employee handbook.

3.78 Employment of Family Members

The City believes that the employment of family members in the same department creates potential problems including favoritism in initial employment, job assignment, promotion, and pay increases; morale problems; reduced work productivity; conflicts of interest and difficulties in administration of discipline. This policy seeks to assure that City employees are hired on the basis of their qualifications for their position.

1. "Family member(s)" are defined as: mother, father, brother, sister, spouse, children, aunts, uncles, nieces, nephews, first cousins, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, half-brother, half-sister, grandparent, and grandchild. Relationships created by adoption are included.
2. "Family relationship" means the employment of two or more family members within the same department.
3. "Department" means Administration, Finance & Economic Development, Fire, Legal, Library, Police, and Public Works.
4. "Employee" means all full-time and part-time employees and does not include temporary employees.
5. No individual shall be an applicant for a position in a department or be employed by a department of the City if a family relationship will be created by such employment.
6. No employee shall be promoted or transferred into a department if a family relationship will be created by such a promotion or transfer.
7. If a family relationship is created by the marriage of two employees, the two employees will be given the option of deciding who will transfer, if possible, or who will terminate employment. If the decision cannot be made by the two employees, department seniority shall be the deciding factor and the least senior employee shall be transferred, if possible; otherwise, the least senior employee shall be terminated. If a family relationship is created by marriage between an employee and a non-employee, the employee who became married must transfer, if possible, or terminate employment.

8. Each applicant for employment and each employee seeking a promotion or transfer shall certify in writing prior to their employment, promotion, or transfer a list of all family members employed by the City on the date of completion of the Employment of Family Members certification form.
9. If an applicant or employee is hired, transferred or promoted, and it is determined later that the applicant or employee falsified, knowingly or unknowingly, his/her Employment of Family Members certification form, such applicant or employee shall be subject to discharge.
10. The continued employment of a person with a family relationship existing on the effective date of this policy shall not be affected by this policy.
11. An employee with a family relationship on the effective date of this policy shall not be denied eligibility for promotion within that department on the basis of this policy.
12. This policy shall not apply to a person who is on a certified eligibility or who has applied for a City position prior to or on the effective date of this policy.
13. This policy shall not apply to an employee who is involuntarily forced into a family relationship within a department.

3.89 Employment Policy

The City is an equal Opportunity employer and will not discriminate in its employment or other personnel practices because of race, sex, age, national origin, physical or mental disability, or religious or political affiliation.

The administration of personnel policies established in this handbook is the responsibility of the City Administrator. A current position classification system is maintained and current pay plan providing for fair compensation of City employees is in effect.

3.910 Fitness Day

Sworn Fire and Police supervisors must meet minimum physical fitness standards or be subject to discipline. A day off or equivalent pay for each six- month period is granted if standards are met by sworn Fire and Police supervisors.

3.101 Gifts

City employees, including temporary employees, are prohibited from soliciting or accepting any gifts, gratuity, favor, entertainment, loan or other item of monetary value for personal benefit under circumstances which directly or indirectly involve or influence the manner in which the employee performs work, makes decisions or otherwise discharges duties as a City employee. The solicitation or acceptance of gifts by City employees is also governed by Title III, Chapter 31, Section 31.013 Gifts of the Code of Ordinances.

3.112 Grievance Procedure

The Newton Non-bargaining Employee Grievance Commission (NNEGC) found in Municipal Code Title III, Chapter 32, Section 32.130-32.140, is applicable to: permanent full-time City of Newton non-bargaining Employees, except that if the person is covered by Civil Service Protection and the claim they wish to pursue is covered by Civil Service Protection, Civil Service Law is the exclusive remedy available to them.

32.133 Appeal

Those covered may appeal any personnel action to the Newton Non-bargaining Employee Grievance Commission after appealing the action through the Department chain of command and the City Administrator. Each appeal through the Department chain of command and the City Administrator shall be within fourteen calendar days after the personnel action/supervisor's decision was rendered. Failure to appeal is deemed as acquiescence to the action taken.

32.139 Appeal to City Council

The City Administrator or the aggrieved employee shall have the right to appeal to the City Council from the written decision of the NNEGC. The appeal shall be taken within fourteen days from filing of the formal decision of the Commission. The City Council shall either affirm or revoke the decision of the Commission. The City Council's decision shall be final and binding.

3.123 Inclement Weather

When weather conditions are such that some employees are unable to get to their work sites, those employees may take leave without pay until they can return to work, or if earned and unused, a vacation day or floating holiday may be taken, if the employee has notified their supervisor no later than the starting time of the work day on which they will be absent.

If the Mayor announces by public broadcast that City offices are closed, then only persons designated as "essential personnel" need report to work.

3.134 Introductory Period

Each employee shall serve an introductory period of six (6) months. During this period, the supervisor will review the employee's performance and will determine if the employee's work was satisfactory or unsatisfactory. The City Administrator will be informed of the employee's performance. The employee may be terminated from employment by the City Administrator without the right of an appeal or hearing. Employee's at-will status continues after completion of the introductory period.

3.145 Membership to Community and Service Organizations

All department directors are encouraged to participate in a community and service organization in the City. Payment of membership fees and annual dues are the responsibility of the employee.

3.156 Outside Employment

No employee, including temporary employees, shall engage in outside employment, which could result in conflict of interest with official duties, tend to bias the employee's judgment or otherwise embarrass the City, or be detrimental to the employee in the performance of designated duties.

3.167 Performance Appraisal

Each department may provide a performance appraisal of all employees in their department to measure each employee's work performance.

These appraisals include discussions between the immediate supervisor and other supervisory staff as appropriate and employee to determine goals and evaluate progress toward better performance and personal development.

3.178 Physical Fitness Membership

All City employees, except Seasonal and Temporary employees, are eligible to receive up to \$100.00 per fiscal year (July 1 to June 30) to join the Newton YMCA or some equivalent physical fitness program; including a Westwood Golf membership and Westwood Golf passes, or a Maytag Pool membership and Maytag Pool passes.

This benefit is being provided as part of the City of Newton's overall commitment to employee health and wellness with the objectives of enhancing employee productivity and minimizing the City's health insurance expenses. Employees interested in receiving this benefit should provide their Department Director or designee with a confirmation of membership, which will be approved by the supervisor and submitted to Payroll.

3.198 Political Activity

Political activity of employees, including temporary employees, of the City shall be governed by the following rules:

1. Leaves of absence:
 - a. An employee of the City who is elected to a municipal, county, state, or federal office shall, upon written application to the City, be granted a leave of absence from regular employment to serve in that office except where prohibited by the federal law. The leave of absence shall be granted without pay and shall be granted without loss of net credited service and benefits earned. This provision shall not be construed to require an employer to pay pension, health or other benefits during the leave of absence to an employee taking a leave of absence under this section. An employee shall not be prohibited from returning to regular employment before the period expires for which the leave of absence was granted. The leave of absence granted by this section need not exceed six years. The leave of absence granted by this provision does not apply to an elective office held by the employee prior to the election.
 - b. An employee of the City who becomes a candidate for any elective public office shall, upon request of the employee and commencing any time within thirty days prior to a contested primary, special, or general election and continuing until after the day following that election, automatically be given a period of leave. The City may authorize the employee to use accrued vacation leave or accrued compensatory leave instead of leave without pay to cover these periods. An employee who is a candidate for any elective public office shall not campaign while on duty as an employee.
2. No employee of the City shall:
 - a. Solicit in any manner contribution for any political party or candidate while performing official duties or while using city equipment at the employee's disposal by reason of the position, or engage in any political activity during working hours that impairs the efficiency of the position or presence during the working hours, or
 - b. Solicit in any manner contribution for any political party or candidate or engage in any political activity during off-duty hours while wearing any City uniform or while using any City equipment or City vehicle.
3. No employee of the City shall secure or attempt to secure in any manner for any other person an appointment or advantage in appointment to a position or an increase in pay or other advantage of employment for the purpose of influencing the vote or political action of that person.
4. An employee of the City who in any manner supervises any other employee of the City shall not directly or indirectly solicit the person supervised to contribute money, anything of value, or service to a candidate seeking election, or a political party or candidate's political party.

5. These provisions shall not be construed to prohibit any employee or group of employees, individually or collectively, from expressing honest opinions and convictions, or making statements and comments concerning their wages or other conditions of their employment.

3.1920 Purchasing Limit Authority

The purpose of this purchasing limit policy is to ensure that sound business judgment is utilized in all financial transactions and that all goods and services are obtained efficiently, economically, and in compliance with applicable federal and state laws.

1. It is the responsibility of the Department Director to ensure that his/her department follows all purchasing policies and procedures and must sign off of all purchases within their department. The purchase of goods or services must be authorized and approved, at a minimum; at the following levels:
 - Department Directors may purchase and approve goods and services up to \$5,000. In case of absence, the Department Director may designate a Supervisor/Manager to approve purchases of goods and services. The Supervisor/Manager shall inform the Department Director of all approvals when the Director has returned from absence.
 - Any good or service between \$5,000 and \$10,000 must receive authorization from the City Administrator prior to purchase.
 - The City Administrator has purchasing authority up to \$10,000 and will seek City Council approval on any purchase over \$10,000.
 - All expenditures made by the Newton Public Library must be approved by the Library Board of Trustees and sent on to the City Council for their approval at a City Council Meeting.
2. Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions as determined necessary after consultation with the Department Director and/or City Administrator.

3.201 Residency Requirement

The residency requirements for all City employees is as articulated in Title III, Chapter 31, Section 31.014 Residency Requirements of the Code of Ordinances.

3.221 Safety

Employees, including temporary employees, are responsible to protect themselves, co-workers, and the public from injury and to adhere to all safety instructions, rules and regulations in accordance with ~~Administrative Procedure Chapter 4~~the Safety Policy Manual (Appendix A). Special attention is required to ensure safe operation of vehicles and equipment, the proper use of protective equipment and devices and compliance with safe work procedures. In the instance of any on-the-job injury, all accidents are to be reported to your supervisor and Company Nurse immediately. Failure to report an accident within 24 hours will endanger eligibility for Worker's Compensation Insurance for such accidents. Neglect and carelessness with regard to safety may be subject to disciplinary actions. See Appendix A for the complete Safety Policy Manual.

3.223 Safety Glasses

Safety eyewear shall be provided for all City employees as determined by the ~~City Administrator~~Safety Committee in accordance with ~~Administrative Procedure Chapter 4~~the Safety Policy Manual (Appendix A).

3.243 Safety Shoes

A safety shoe allowance will be provided to all non-bargaining unit employees if the employee's supervisor deems that wearing safety shoes is necessary for the employee's job. The safety shoe allowance will be the same amount as provided for in the Teamsters bargaining unit agreement.

3.24 Telework Policy

The purpose of this program is to provide parameters for using telework opportunities for City of Newton employees. There exists no right to telework. Approval for participation in the Telework Program is within the authority of the city administrator and is not an employee entitlement. In general, the expectation is for all employees of the City of Newton to report to their official work site for each work day. Telework requests will be considered on a case-by-case basis and requests to telework must be approved and signed in advance by the City Administrator prior to any telework commencing. Telework will only be allowed if the city administrator decides that all three of the following conditions are met: 1) that the employee's duties are appropriate for offsite work, 2) that the proposed telework meets organizational needs, and 3) that the employee meets all criteria for eligibility established by this policy. See Appendix B for the complete Telework Policy.

3.25 Travel Policy

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training. See Appendix [AC](#) for the complete Travel Policy.

3.26 Union Association

Some City employees are covered by a union authorized to represent them in collective bargaining and grievances. These unions are certified by the Iowa Public Employment Relations Board as the sole bargaining agent for all City positions included in the unit. Under Iowa law employees may choose to join or not to join the union. ~~Dues are paid through payroll deduction for those who join~~ Dues are paid by the employee directly to the union.

Any benefits or policies not implicitly or explicitly covered by a collective bargaining agreement shall be governed by the benefits or policies within this Handbook. Likewise, if there is a conflict between any benefits or policies in this Handbook and a union contract, or an applicable State or federal statute, or both, the terms of the actual contract or statute will govern.

3.27 Use of Public Property

No City employee, including temporary employees, shall request, use, or permit the use of any publicly owned property, vehicle, equipment, labor, service or supplies (new, surplus, scrapped or obsolete) for the personal convenience or advantages of the employee or any other person except for that use which is generally available to the public.

3.28 Vehicle Allowance and Mileage Reimbursement

For elected officials, full-time, part-time and seasonal employees using their own vehicles and not receiving a car allowance, the City of Newton shall match the mileage rate authorized by the IRS. Based on guidelines established by the City Administrator, department directors may be eligible for a vehicle allowance. City Officials and Department directors who receive a vehicle allowance shall be eligible for mileage reimbursement for all mileage in a personal vehicle for trips on City business pre-approved by the city administrator, except that no mileage reimbursement will be made for miles driven within Jasper, Polk, Story, Marshall, Tama, Poweshiek, Mahaska, Marion or Warren Counties..

Mileage is calculated from starting point in Newton to destination and back. City officials and employees who receive a vehicle allowance and/or mileage reimbursement shall be responsible for all insurance, maintenance, and fuel costs for their vehicles. See Appendix [BD](#) for the Vehicle Allowance and Mileage Reimbursement Policy.

3.29 Violation of Policies and Procedures

Violation of the provisions of the City's policies and procedures shall be grounds for disciplinary action, which may include warnings, suspension, demotion, or discharge.

A department director who intends to suspend, demote, or discharge an employee for cause shall provide the employee with a written notice of intent to discipline. Such notice shall set forth the act or omission upon which the disciplinary action is based. The notice shall inform the employee of the date and time of the employee's pre-disciplinary hearing. At the pre-disciplinary hearing the employee shall have the opportunity to present reasons why the proposed discipline should not occur. As soon as practical following the conclusion of the hearing, the employee will be informed if the proposed discipline will occur.

Employees who are exempt from the overtime requirements of the Fair Labor Standards Act can have their predetermined salary reduced for penalties imposed in good faith for infractions of safety rules of major significance or for disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

3.30 Violence in the Workplace

The City recognizes that violence in the workplace is a very real and serious issue. As an employer, the City has both a legal duty and a moral obligation to provide a safe workplace.

It is the expectation that all City employees will conduct their job duties in a civil and professional manner, treat coworkers with courtesy and respect, and resolve differences through open communication and proper channels.

The City will not tolerate any type of behavior on behalf of its employees which constitutes violence or that may lead to violence in the workplace. Violence in the workplace is unacceptable, and any threats or acts of violence committed by employees will result in rapid and effective intervention, including cooperation with law enforcement, and disciplinary action.

All incidents of workplace violence or threats of violence are to be reported promptly. This applies to all types of violent incidents whether or not physical injury has occurred. Verbal abuse, threats of violence, menacing behavior, etc., all constitute reason for concern. Incidents are to be reported by completing an "Incident Report Form", which can be obtained from the Administration Office or from the City Intranet site.

Any coercion of, or retaliation against, any employee who reports or complains of an incident is prohibited. Any employee violating this policy will be subject to disciplinary action, up to and including discharge.

IV. COMPENSATION

4.1 General

The City's Non-Union Compensation Plan was developed in conjunction with an independent contractor and recommended by the City's Employee Relations Committee. The City Council adopted the Non-Union Compensation on May 17, 2004. The plan is adjusted on a fiscal year basis allowing for a cost of living adjustment.



➤ **Applicability**

This Compensation Plan shall apply to ~~all~~ non-union eligible employees. Eligibility is determined by council resolution.

➤ **Class/Job Descriptions**

Each position in the city will have a written job description. The job description will be reviewed periodically as needed by the Department Director, ~~Director of Administrative Services~~ Administrative Services Manager, and the City Administrator.

➤ **Pay Ranges**

Each position in the city will have a pay range assignment.

➤ **Salary Schedule**

Each pay range has a 15-step salary schedule, ranging from entry to step 14. The salary schedule will be adjusted each fiscal year (July 1 through June 30) allowing for a cost of living adjustment. On July 1st eligible employees will be moved up to the next step.

4.2 Purpose

The purpose of the City's compensation system is to attract, retain, and motivate employees through the payment of financial compensation that is commensurate with the employee's ability, responsibility, and contribution toward the City's goals. The program is concerned with providing a compensation framework to inspire the development and progress of each employee. It is further designed to recognize and reward outstanding performance and to achieve internally equitable and externally competitive compensation.

4.3 New Hires and Promotions

A. Starting Salary

The lower portion of the salary range is to be used for starting salaries as follows:

<u>Qualification of Candidate</u>	<u>Starting Salary</u>
Meets minimum qualifications	Entry Step
Meets minimum qualifications, plus some job-related experience or education beyond the minimum qualifications	1 – 2 Steps above Entry
Meets minimum qualifications, plus substantial job-related experience or education over and above the minimum qualifications for the new job	Step 3 to Step 7 or 8

In all cases:

1. The starting salary shall be at least at the minimum of the new range.
2. All starting salaries must be approved by the City Administrator upon recommendation by the Department Director.
3. A starting salary up to midpoint may be granted based on special circumstances or exceptions such as market conditions.
4. A starting salary above the minimum must be justified in writing by the department director and placed with the employee's personnel file. The minimum requirements are those as defined in the job description.

B. Initial Appointment of Department Directors

The City of Newton recognizes the importance of inclusiveness of opinions in the hiring process of key personnel. The following policy is therefore established to ensure the continued inclusiveness of the Newton City Council in the hiring process of certain department directors.

1. The City Administrator will employ a process by which s/he narrows the field of interested candidates for a department director vacancy. The narrowed field will include four qualified candidates if available. The City Council and City Administrator recognize that in some cases the narrowed field may include more than four qualified candidates or less due to the particular circumstances of each search.
2. The City Administrator and City Council will conduct joint interviews with each of the qualified candidates from the narrowed field.
3. Upon completion of the joint interviews, City Council will make their input known to the City Administrator regarding their opinions on the candidates.
4. The City Administrator continues on with the hiring process, hiring from jointly interviewed candidates with a salary compliant with the City Policy 4.3A Starting Salary, Chapter 4 compensation of the City of Newton's Employee Handbook.
5. The City Administrator has sole authority and discretion to hire the candidate of his or her choice, as set forth in the City of Newton's Code of Ordinance 31.034, bearing in mind that the selection is from the jointly interviewed candidates.
6. The City Council may view any and all resumes submitted for the vacancy at any time.
7. This process does not apply to the hiring of the City Administrator, City Attorney, Library Director, and Water Works Director.

4.4 Compensatory Time Off

In lieu of paid overtime, a non-exempt employee may choose to accumulate overtime-compensatory time off. In such instances, compensatory time will be accumulated on the basis of 1 and 1/2 compensatory hours off for each hour of overtime worked.

The maximum compensatory time, which may be accrued by a non-exempt employee, is 240 hours.

4.5 Garnishments

When so ordered by an authorized court, a portion of an employee's wages must be garnished to meet personal obligations neglected by the employee. Such deductions cause considerable inconvenience to the City as well as to the employee and should be avoided by responsible management of personal finances.

4.6 Holiday Pay

All full-time and regular part-time employees will receive their regular pay for scheduled holidays. Holiday pay for regular part-time employees is for regularly scheduled hours for that day. Fire supervisors who work 24-hour shifts and all police supervisors shall receive holiday pay on the same basis as bargaining unit personnel in their department. Supervisors in other departments other than department directors shall receive pay at overtime rates for any actual hours they are required to work on an established City holiday.

4.7 Longevity

The following longevity schedule shall apply to all full time non-bargaining unit employees:

<u>Years of Service</u>	<u>Monthly Rate</u>
6	\$15.00
8	\$25.00
10	\$35.00
12	\$45.00
14	\$55.00
16	\$65.00
18	\$75.00
20	\$85.00
22	\$95.00
24	\$105.00
26	\$115.00
28	\$125.00
30	\$135.00

Longevity shall be paid in addition to, and in the same manner as salaries. For purposes of this paragraph, years of service are continuous uninterrupted full time employment with the City.

4.8 Overtime

All City employees classified as non-exempt are paid at a rate of 1 1/2 times their regular hourly rate for all hours worked in excess of 40 hours per week.

4.9 Pay Day

Payroll checks will be distributed on a semi-monthly basis on the 15th and the last-weekday of the month. If payday falls on a holiday or weekend, payment is made on the preceding weekday. Weekday is otherwise known as Monday, Tuesday, Wednesday, Thursday, and Friday.

4.10 Payroll Deductions

Deductions for mandatory taxes and pension contributions are made from every employee's payroll check. With the employee's authorization, payroll deductions may be made for City approved deductions. Some of these deductions would include union dues, United Way, deferred compensation, flexible spending, safety shoes, and safety glasses.

4.11 Payroll Direct Deposit

All full-time and part-time employees will be required to participate in direct deposit of their paycheck.

4.12 Reclassification

Reclassification may be made to a class with a higher, lower, or the same maximum rate of pay as the original class. An employee, whose position has been reclassified to a classification with a higher maximum salary, is eligible to receive at least the minimum salary in the higher salary range.

Placement above the minimum must be justified. An employee whose position has been reclassified to a classification with a lower maximum salary is eligible to receive no more than the maximum salary in the lower salary range unless otherwise approved by the City Administrator.

4.13 Retirement Benefits

All employees of the City covered by the Iowa Public Employees Retirement System (IPERS) will be entitled upon retirement to benefits as provided by the Laws of the State of Iowa. Accumulation of IPERS benefits occurs over the period of employment. Employee and City contribution rates into the IPERS system are established by State law. Employees leaving City service before retirement may receive a refund of employee IPERS contribution and accumulated interest if requested.

Public Safety supervisor's retirement benefits are provided for and enumerated in Chapter 411 of the Code of Iowa. The salary schedule scale adjustment shall be used for purposes of the police and fire pension adjustment.

4.14 Transfer

A person who is voluntarily or involuntarily transferred to a vacant position must possess the minimum qualifications of the new position. Transfer shall not be used to circumvent the rules and regulations that apply to promotion, demotion, or reduction in salary.

An employee who is transferred to a position in the same pay grade shall receive the current rate of pay, except that an employee who receives an involuntary transfer may also be subject to a salary reduction. A transferred employee's salary shall be the employee's current rate of pay, except that an employee who receives an involuntary transfer may also be subject to a salary reduction.

4.15 Work Week

The normal working schedule for all City departments and employees is a 40-hour workweek, except Fire Department shift personnel whose regular workweek is 56 hours.

4.16 Working Out of Class

1. **Vacancy Because of Resignation, Termination, Death, Leave of Absence**

In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., an employee may be temporarily assigned the duties of a higher position.

The replacement employee shall receive at least the minimum salary of the higher pay range or placed on a step that is approximately 5 percent over the employee's current salary; whichever is more, beginning with the first day that the new duties are assumed.

2. **Short-term Absences**

Employees who replace others because of a short-term absence such as normal sick leave and vacation time, shall be compensated at the out-of-class rate for any time worked beyond two normal workweeks. However, under normal circumstances, employees who function as "assistants" will not receive any additional compensation except as provided for in paragraph 1, above.

3. **Assignment and Acceptance**

An employee may receive out-of-class pay only when the department director designates in writing that the employee is working out of class. An employee may refuse to work out of class.

4. Compensation for working-out-of-class assignments that are outside the normal chain of command shall be determined by the City Administrator.

V. LEAVES

5.1 Family and Medical Leave Act of 1993

In order to ensure that leave policies are applied on a consistent basis, and to ensure compliance with the Family Medical Leave Act of 1993, the City of Newton has developed the following guidelines and associated forms for administration of Leaves of Absence. These guidelines are to be used in conjunction with the appropriate policy or collective bargaining articles.



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As stated within the regulations, the purpose of the Family and Medical Leave Act (FMLA) is to allow employees to balance their work and family life by taking reasonable unpaid leave for an eligible employee's serious health condition, the serious health condition of the employee's child, spouse, or parent, or to bond with the employee's newborn, adopted or foster care child, or active duty in accordance with the Federal law in effect at the time the leave is granted. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

1. Eligible employees shall be provided up to 12 weeks of unpaid, job-protected leave per year. The employee must submit a Request for Family/Medical Leave and be taking the leave for one or more of the following reasons:
 - a. To care for the employee's child after birth or placement for adoption or foster care.
 - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
 - c. For a serious health condition that makes the employee unable to perform the employee's job.
 - d. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation.
2. For purposes of the Family and Medical Leave Act, eligible employees shall be those who have worked for the City for at least 12 months; worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.
3. In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain 40 hours of vacation and/or 40 hours of sick leave, whichever is applicable. Fire personnel assigned to shift may retain 48 hours of vacation and/or 48 hours of sick leave, whichever is applicable. The leave may be paid, unpaid, or a combination of paid and unpaid depending on the circumstances as specified:
 - a. Birth of a child - An employee taking leave for the birth of a child must use paid sick leave if available for physical recovery following childbirth (typically six - eight weeks). A doctor's note will be required for the period of physical recovery. The employee must then use all other paid leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.
 - b. Care for newborn child after birth, adoption, or foster care - An employee taking leave to care for a child after birth, adoption, or foster care may use up to 10 days of sick leave if available (in accordance with the Employee Handbook 5.8, and specific collective bargaining articles) and then all other paid leave prior to being eligible for unpaid leave.

- c. Serious health condition - An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a spouse, child, or parent must first use sick leave (in accordance with the Employee Handbook 5.8 and collective bargaining articles) then all other paid leave prior to being eligible for unpaid leave. A doctor's note will be required for the period of physical recovery. The employee must prove that the use of the leave is medically necessary. The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.
 - d. Other authorized leave - If the employee has accrued paid leave the employee must use paid leave first and take the remainder of the twelve weeks as unpaid leave.
4. For purposes of the Family and Medical Leave Act, a year shall be defined as a rolling 12-month period of time measured preceding the first date of the leave.
 5. The employee must provide 30 days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.
 6. The City may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third opinions shall be at the City's expense.
 7. The employee's health coverage shall be maintained by the City during the leave.
 8. Upon return from the leave, the employee shall be restored to his/her original or an equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit that accrued prior to the start of the leave.
 9. Administration of the Family and Medical Leave Act shall be in accordance with applicable Federal regulations.

5.2 ~~Funeral~~ Bereavement Leave

A department director may grant funeral leave with no loss of compensation for up to three (3) days off with pay to attend the funeral or make funeral arrangements ~~to three (3) consecutive calendar days immediately preceding and including the day of the funeral~~ of a family member.

In the event of the death of an immediate family member, an additional seven (7) consecutive calendar days off with pay may be granted. Immediate family is defined as spouse, children, stepchildren, siblings, parents, stepparents, grandparents, grandchildren, in-laws (mother, father, sister or brother), aunts, uncles, nieces, and nephews.

The above leave with pay is intended to cover travel, but in special cases involving unusual travel or other special circumstances, the department director may grant additional leave with pay, not to exceed three (3) consecutive calendar days. This additional leave shall be charged as sick leave.

5.3 Holidays

All full-time and regular part-time City employees will receive the following holidays:

New Year's Day
 Memorial Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Good Friday
 July 4th
 Veteran's Day
 Friday after Thanksgiving
 ** One (1) floating holiday

Two (2) Extra floating holidays for Non-Bargaining Employees to be taken and scheduled in the same manner as a day of vacation.

** The Mayor will determine the date on which the floating holiday will be observed.

Police Patrol supervisors will receive Easter Sunday in lieu of Good Friday and Christmas Eve in lieu of a floating holiday. All other police supervisors will receive the floating holiday, as well as Good Friday.

When one of the above-mentioned holidays falls on a Saturday, the preceding Friday shall be observed as the holiday; when one of the above-mentioned holidays falls on Sunday, the following Monday shall be observed.

When a holiday falls within an employee's vacation, that employee is entitled to an additional regular day off without loss of pay.

5.4 Leave of Absence Without Pay

An employee may be granted leave of absence without pay for a period not to exceed 30 days, if said leave is not Family Medical Leave. The employee's request for leave without pay will be considered on the basis of workload and must be approved by the employee's department director and the City Administrator.

5.5 Maternity Leave

Accumulated sick leave or unpaid leave of absence will be granted for pregnancy only for the actual period of temporary leave as determined by a physician. Unpaid leave of absence may be granted in accordance with the Family and Medical Leave Act of 1993.

5.6 Military Leave

1. Applicability

This policy applies to all City employees qualifying under the provisions of Chapter 29A.28 of the Code of Iowa other than those employed temporarily for six months or less. Included is any full-time employee who is a member of the National Guard, organized reserves, or any component of the military, naval, air forces, or nurse corps of the State of Iowa or the nation, or who may otherwise be inducted into the military service of the State of Iowa or of the United States.

2. Procedures

- (a) Employees shall present copies of military orders to his/her immediate supervisor or department director at least ten (10) days before the reporting date, or as soon as such orders are received. Department Director shall report military leave to the City Administrator or his/her designee.
- (b) Where state active duty, state military service, or federal service is for a period of thirty days or less, a leave of absence under this section shall be required for those days that the employee would normally perform services for the city (work days). Military leave may not be carried over from one calendar year to the next; however, the annual 30 calendar days of leave shall be available at the first of the year.
- (c) Military leave shall be paid at the employee's regular rate of pay in effect at the time of the employee's military leave of absence.
- (d) Military leave that exceeds the 30 days per calendar year allotment may be taken with pay if the employee utilizes accrued pre-approved personal vacation and/or compensatory time.
- (e) Military leave that exceeds the 30 days per calendar year allotment may be taken without pay at the request of the employee. This option is guaranteed by the USERRA of 1994 (Chapter 28, US Code).

- (f) Records of military leave usage shall be maintained by the employee's department.
- (g) Copies of all pertinent information concerning military leave should be given to the Payroll/Personnel Assistant to file in employee's personnel file.
- (h) Military Leave usage should be labeled clearly on his/her time sheet.

3. Continuation of Benefits

- (a) Pension – Employee's pension is treated as not having incurred a break in service with the employer maintaining a pension plan. Employer is liable for funding its share of the pension plan. Calculation is based on the rate of pay the employee would have received from the employer during the unpaid leave.
- (b) Health Insurance – If employee's health insurance is terminated because of unpaid leave, the employee may elect to continue coverage. If employee elects not to purchase health insurance through the employer, his health insurance will automatically be activated upon return to work.
- (c) Life Insurance/Dependent Life Insurance/Long-Term Disability and Short-Term Disability – Unless otherwise specified, applicable coverage will terminate if the employee is in on unpaid military leave.
- (d) Vacation/Sick Leave Accruals – If an employee is on unpaid leave, there will be no accrual of vacation and sick leave hours.

5.7 Paternity-Parental Leave

The purpose of paid parental leave is to enable an employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Paternity leave may be used by male employee for absence necessitated by the desire to be with his spouse during childbirth and in caring for his spouse and child. Paternity leave/Parental Leave for male employees for absence during labor shall be granted in accordance with the family illness section of the Sick Leave policy. The adoption of a new spouse's child is excluded from this policy. ~~Male e~~Employees may be granted up to ten (10) consecutive calendar days off with no loss of pay immediately following the birth of a child, adoptions, or placements of foster children. Said leave shall be charged against the employee's accumulated sick leave. Additional leave may be granted in accordance with the Employee Handbook 5.1, collective bargaining articles, and with the Family Medical Leave Act of 1993.

5.8 Sick Leave

All regular full-time employees shall accrue sick leave at the rates and with the maximum accumulations as follows. Sick leave for regular part time employees shall be prorated.

<u>Hours Per Day</u> <u>Worked</u>	<u>Sick Leave</u> <u>Per Month</u> <u>Earned</u>	<u>Maximum Accrual</u>
8 Hours	8 Hours	960 Hours
10 Hours	10 Hours	1200 Hours
24 Hours	12 Hours	1,680 Hours

Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an injury or illness of a member of the immediate family, which includes spouse, children, brothers, sisters, parents, grandparents, stepchildren and stepparents.

All absences from work chargeable against sick leave should be reported to the employee's supervisor on the day of the absence. Failure to do so may result in a loss of sick leave pay.

Employees not using their sick leave each calendar quarter shall receive a sick leave bonus of \$100.00.

5.9 Vacation Leave

Regular full time employees earn vacation at the following rate. Vacation leave for regular part time employees shall be prorated.

<u>Continuous Employment</u>	<u>Days Per Year</u>
Less than 6 Years	11 Days
6 Years	16 Days
13 Years	21 Days
20 Years	26 Days

Fire Department supervisory personnel assigned to work a 40-hour week earn vacation at the above rate. Fire Department supervisory personnel assigned to a shift earn vacation at the following rate:

<u>Continuous Employment</u>	<u>Days Per Year (Hours)</u>
Less than 5 Years	6 Days (144 Hours)
5 Years less than 9 years	8 Days (192 Hours)
9 Years less than 15 years	11 Days (264 Hours)
Over 15 Years	13 Days (312 Hours)

Police Department supervisory personnel assigned to a shift shall earn vacation at the following rate:

After one (1) year	1 week and 1 day
After two (2) years	2 weeks and 1 day
After five (5) years	3 weeks and 1 day
After eleven (11) years	4 weeks and 1 day
After nineteen (19) years	5 weeks and 1 day

For purposes of this Article, a week as set forth shall be defined as five (5) working days based on the current schedule.

Department Directors shall earn vacation at the following rate:

<u>Continuous Employment</u>	<u>Days Per Year</u>
Less than 6 Years	16 Days
6 Years	21 Days
13 Years	26 Days

Employees may accumulate no more than three times their annual vacation accrual amount. Employees are responsible for monitoring the amount of vacation time, which they have accumulated, based on the vacation accumulation information provided on employee paychecks.

Vacations will, so far as possible, be granted at times most desired by employees so long as they do not conflict with the City's operations. The final right to determine vacation periods, and the right to reschedule vacation periods, is reserved exclusively to the employee's immediate supervisor or department director and City Administrator.

When an employee ends employment with the City, the employee will be paid for their vacation leave balance at that time at their last rate of pay.

5.10 Voting Leave

City employees who are eligible to vote on an election day, and their work does not allow three (3) consecutive hours of non-working time between the time of the opening and closing of the polls, are entitled to time off from work to vote. Notice must be given to the employee's supervisor prior to taking leave.

5.11 Witness or Jury Duty

When an employee is called away for jury duty, which includes time of examination, selection or actual service on a jury or as a subpoenaed witness, the employee is granted leave of absence with pay. However, the pay will equal the difference in wages between the court pay and the employee's regular earnings due for regular working hours absent because of court.

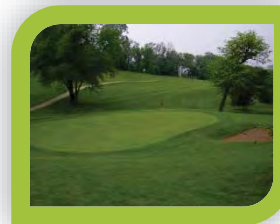
In the event an employee is released from jury duty on any given day, the employee shall report immediately to the department director or immediate supervisor. The department director or supervisor shall determine whether the employee will be required to perform their normal duties on that day.

VI. INSURANCE

6.1 Dental Insurance

The City offers the employee and the employee's family a plan. There is no premium cost for this plan to you. The City option of choice of insurance carriers and determining levels coverage.

Regular part-time employees are able to participate in the dental insurance program on a pro-rated basis.



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6.2 Life Insurance

The City will purchase term-life insurance up to the amount of a full time employee's salary (rounded to the nearest \$1,000) with a minimum of \$20,000 provided. Full time employees also have the option of purchasing additional insurance for the employee, spouse, and dependent provided the premium is paid by the employee.

6.3 Long Term Disability

Long-term disability coverage shall be provided to all full time employees not covered by the Police and Fire pension system in a benefit amount of 60% of the employee's annual salary (rounded to the nearest \$1,000) with a 90 consecutive calendar day elimination period. Duration of benefits is based on age at disablement.

6.4 Medical Insurance

The City provides the employee and the employee's family a Cafeteria Plan, which provides medical choices including a Health Savings Account and an Opt Out option. Depending on the plan chosen, the employee may contribute an amount towards the monthly premium. The City has the option of choice of insurance carriers and determining levels of coverage under these programs.

Regular part-time employees are able to participate in the City's health insurance program on a pro-rated basis.

6.5 On-the-Job Injury

In the event of an on-the-job injury for which an employee qualifies for worker's compensation, the City will make up 100% the difference between that employee's normal pay and whatever compensation is provided by worker's compensation for 30 calendar days after the injury and absence from work. In addition to the coordination of compensation sick leave accrual, vacation accrual, uniform allowance, and sick leave bonus benefits will terminate 30 days after the date of injury and/or absence from work.

6.6 Pre-tax Option Accounts

The City shall provide pre-tax option accounts as follows:

1. Medical Reimbursement Account
2. Dependent Care Reimbursement Account
3. Pre-Tax Insurance Premium Account

The City shall pay the monthly administration fee for those who sign up for each pre-tax option account. Both Full-time and regular part-time employees are eligible to participate.

6.7 Retiree Insurance

If a covered employee has met the retirement requirements under the pension plan, the covered employee's medical and dental coverage and that of their eligible dependents may continue on the same basis as an active employee (at their own cost, based on the City's current premium rate) until the employee and eligible spouse become eligible for Medicare. You may elect to continue single coverage and not elect coverage for your dependents. A retiree may not add any dependent(s) to the plan that were not on the plan at the time of their retirement or after the initial retiree coverage election period.

When a retiree and/or their spouse become eligible for Medicare, medical benefits under the plan will terminate. Dental benefits for the retiree and/or their spouse will continue. After the death of a retiree, the dental coverage of the surviving spouse will continue on the same basis until the death of the surviving spouse.

Coverage for you and any dependents may terminate early under the following circumstances:

- Required premium payment is not paid when due.
- You become covered under another group health plan.
- You become entitled to Medicare benefits.
- The company's group health plans terminate. ~~Refer to the City's Health Care Plan.~~

6.8 Voluntary Vision Plan

Full time employees have the option of purchasing vision insurance for the employee, spouse, and dependents provided the premium is paid by the employee. The plan provides vision discounts for the participants.

Regular part-time employees are able to participate in the City's vision insurance program.

Appendix A: Safety Policy Manual

The purpose of this Procedure is to establish a program for providing a safe work environment for City employees.

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Applicability

This Procedure is applicable to all City employees.

Safety Policy

On September 7, 1993, the Newton City Council adopted Resolution 93-147 establishing a Safety Policy Statement for the City as follows:

“The City of Newton recognizes its responsibility to establish a safety policy in the interest of preventing conditions which may lead to the injury of City employees. The elimination of these hazardous conditions is one of the City’s highest priorities.

The primary goal of this policy is to eliminate conditions which may lead to injury or disability of City employees on the job by means of a “work-with-safety” philosophy. Any accidents leading to injury of City employees is a concern for all. Safety is a combined effort on the part of both management and front-line employees through training and cooperation.

In order to have an effective safety program, all City employees must take a serious interest in the prevention of accidents involving personnel and equipment. Supervisory personnel must provide the leadership, involvement and commitment to which all employees will respond.

In order to implement this safety policy statement, a City employee safety committee will be formed. The committee will represent a broad cross section of the City employee workforce. The Safety Committee will work on projects such as instituting a program of accident reporting and investigation, developing general safety procedures for the City, facilitating the development of work procedures and safety policies in each work unit of the

City and conducting visual surveys of work sites to identify and control conditions which could lead to accidents.”

The Newton City Council fully supports the ideas expressed in this safety policy statement.

CITY OF NEWTON **Management Statement of Safety Policy**

The success of **THE CITY OF NEWTON** depends upon our efficient use of resources to produce a high quality product for the citizens of our community. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization’s operations.

The occupational safety program of **THE CITY OF NEWTON** is organized to give each department responsibility for the accident prevention program. All employees at all levels of our workforce are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

Safety Responsibilities

Department Director's Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Departmental safety programs should be coordinated with the Employee Safety Committee so as to minimize duplication of effort and to make safety programs throughout the City as uniform as is practically possible. Department Directors must rely on and assure that all supervisors are trained and aware of their safety responsibilities. Other safety responsibilities for directors include:

1. Provide leadership and direction to stimulate interest and participation in safety activities.
2. Be familiar with job operations, facilities, be able to recognize unsafe conditions that can be discussed and corrected.
3. Coordinate Department Safety Program for supervisory personnel and employees and form departmental or functional safety committees with accident prevention as a goal.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Organize an internal self-survey checklist using the Employee Safety Committee as a resource to ensure that all facilities and job sites are surveyed at least once every year. Results of surveys should be submitted to the Employee Safety Committee for review.
7. Ensure that accident investigation and reporting occurs in a comprehensive and timely manner; assist supervisory personnel in the mechanics of accident reporting ensuring that reports are completed and answer the "who, what, why, where, and how" questions associated with the event.
8. Review accident reports and recommend corrective actions on all reports.

Supervisors' Safety Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. They are responsible for planning and organizing work activities, selecting and training employees, developing techniques and procedures for specific operations and supervising and evaluating employee performance. Among the important safety responsibilities of each and every supervisor are:

1. Assist department directors in implementing their responsibilities enumerated in this Procedure.
2. Participate in as requested and support the activities of the Employee Safety Committee.
3. Know and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. Regulations are intended to set minimum standards and the contents should be enforced as minimum requirements for all activities on city worksites and facilities.
4. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
5. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction, training and documentation.
6. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
7. Ensure tools, equipment and machinery being used in the workplace are in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
8. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
9. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.
10. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
11. Ensure that all employees have access to a copy of the organization's safety program.
12. Encourage safety suggestions from employees under your supervision.
13. Obtain prompt first aid for injured employees.
14. Participate in accident or incident investigations involving your employees.

15. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.
16. Utilize an internal self-survey checklist to ensure that all facilities and job sites are surveyed at least twice every year by the Supervisor staff. Results of surveys should be submitted to the Employee Safety Committee for review.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All City employees are required to abide by established job rules and mandated standards established for their protection or that of their environment. Specifics of such rules are contained in departmental or functional safety policy manuals and SOPs. Additionally, each employee is the person most concerned for his/her own safety and must assume certain duties and responsibilities to assure on-the-job safety. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with **THE CITY OF NEWTON'S** Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

Safety Committee

A safety committee should be composed of employees representing each department. Members of the committee should be chosen from those employees recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment. Employees from various work areas should be represented, both supervisory and non-supervisory. A chairperson is responsible for scheduling meetings, notifying committee members, and following up on items discussed. In order to stay on top of things, the committee is encouraged to meet every other month. The committee will have the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all departments for posting where all department employees have an opportunity to review them.
6. Utilize an internal self-survey checklist to ensure that all facilities and job sites are surveyed at least once every year by the Safety Committee.

Hazardous Chemical ‘Right To Know’ Compliance Program

The purpose of this Procedure is to outline the City’s program for complying with Chapter 110 of the Code of Iowa entitled “Hazardous Chemical Risks Right To Know.”

The City recognizes that within the environment in which its employees work there exists a variety of hazardous chemicals and materials, which could place employees at risk. Knowledge and awareness of potential hazards can aid employees in avoiding risks of injury or illness associated with hazardous chemicals and materials. In helping employees be properly informed about the hazards associated with various chemicals and materials in use at work sites, the City will be guided by the Iowa Division of Labor “Right to Know Rules” and OSHA Title 29, 1910.1200.

Program

The City shall maintain a “Hazard Communication Program” to safeguard its employees’ health by providing a program which complies with the Iowa “Right to Know Rules” of the Division of Labor and OSHA title 29, 1910.1200. The program shall provide employees with necessary information concerning health and physical hazards of the chemical materials in use at work sites. Safety Data Sheets (SDS) shall be kept on every hazardous substance. The inventory of all hazardous substances must be updated regularly.

Supervisor’s Responsibility

It shall be the responsibility of supervisors to ensure that all employees under their direction receive training on the hazards present at their work site. A list of hazardous chemicals known to be present shall be posted and Safety Data Sheets (SDS) shall be on file for employees to review. Supervisors shall also establish a system to update SDS sheets when new products are acquired. The supervisor shall ensure proper labeling and/or warning signs for bulk storage or secondary container of hazardous chemicals. The Supervisor shall educate employees in the “Right to Know Rules,” the City compliance program and use of SDS.

Employee Responsibility

Employees of the City shall assist supervisors and department directors in ensuring that all personnel are aware of hazardous chemicals and materials in use at work sites by carefully reading labels on products before using products and information supervisors of any product or material they encounter which may not have been properly identified as a hazardous chemical. The employees shall regularly review the Safety Data Sheets (SDS) on file to familiarize themselves with hazards present.

Fire Department Responsibility

The Fire Department shall be responsible for the City compliance program and assist each department with an on-site survey of existing hazardous chemicals. The Fire Department shall identify any substance, because of the quantity stored or severity of hazard, which would require the building or area to display a placard to comply with National Fire Protection Association (NFPA) No. 704. The Fire Department shall research materials on existing and newly acquired products any department might purchase. The Fire Department shall assist department directors with training and education to comply with “Right to Know Rules.” The Fire Department shall at least once a year conduct an on-site survey at each work site maintained by the City to familiarize Fire Department personnel with the hazards present and to ensure departments are in compliance with this Procedure. The Fire Department shall respond to any report of a hazardous chemical spill or leak, and respond to all emergencies.

Safety Eyewear Procedure

Background

The Occupational Safety and Health Standards for General Industry, 29 CFR 1910.133 states in part:

“The employer shall ensure that each affected employee uses appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation. The employer shall ensure that each affected employee uses eye protection that provides side protection when there is a hazard from flying objects. Detachable side protectors (e.g. clip-on or slide-on side shields) meeting the pertinent requirements of this section are acceptable. The employer shall ensure that each affected employee who wears prescription lenses while engaged in operations that involve eye hazards wears eye protection that incorporates the prescription in its design, or wears eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses. The employer shall ensure that each affected employee uses equipment with filter lenses that have a shade number appropriate for the work being performed for protection from injurious light radiation.”

Purpose

The purpose of this Procedure is to articulate a standard for the purchase and use of personal protective eyewear that shall be applied and enforced throughout the organization.

Procedures

1. Safety eyewear and appropriate cleaning facilities shall be provided for those employees who are engaged in work activities which may produce flying dust particles, grindings, fumes, or other hazards. In the case of those employees who wear prescription lenses, they may have the choice of wearing standard safety glasses when they are wearing contact lenses, or may request prescription safety glasses be provided for them in accordance with this procedure. Supervisor and Safety Committee Approval is subject to job duties and the need for safety glasses.
2. All safety eye gear must meet ANSI 787.1-1989 (Standards for Protective Eyewear) and ANSI 780.1-1987 (Standards for Ophthalmic Lenses), and must be marked as such on both lenses and frames.
3. Those employees who are engaged in activities which require the wearing of safety glasses must wear them any time they are performing those activities. Specific departmental or divisional procedures may outline the particular times and activities which require the wearing of safety eyewear. Additionally, there are specific activities which require a specialized eye protection device such as a welding helmet for welding or a face shield for grinding. Those job classifications, which may come under the requirement for wearing safety eyewear, are listed in paragraph 7 of this procedure.
4. The City of Newton will provide one (1) pair of prescription safety glasses as provided on the <https://us.hoyasafety.com/order/e-form.asp?OBN=5507513> order form every other year for those listed on page 7 with approval as stated in procedure 1. No plastic safety lenses will be permitted due to proven safety hazards.
65. The cost for eye exams shall remain the obligation of the employee. Other options, which may be selected by the employee, shall be the personal responsibility of the employee and paid directly to the provider. Such options include but are not limited to fashionable frames or progressive lenses (no-line).
6. The City shall select the supplier of safety glasses. Replacement glasses shall be provided on an as needed basis with approval as stated in procedure 1. Glasses which are damaged while conducting City work shall be repaired or replaced at the City's expense.
87. Job classifications covered by this procedure are as follows:

Community Development

Fire Department

Police Department

- Building Official
- Director of Planning & Zoning
- Fire Chief
- Assistant Fire Chief
- Fire Captain
- Firefighter
- Police Chief
- Sworn Police Officers (only those who wear prescription glass or work in the lab)
- Community Services Officer

Public Works

- PW Operations Superintendent & Assistant
- Equipment Operator
- Mechanic

Community Services

- WPC Superintendent & Assistant
- WPC Plant Operator and Trainee
- Community Services Director
- Parks Superintendent
- Parks Assistant Superintendent
- Engineering Techs (all levels)
- Groundskeeper (all levels)

Other job classifications shall be considered on a case-by-case basis with final determination by the department director. New employees shall purchase and wear plain or prescription safety glasses as appropriate and in accordance with this procedure within one month of employment. Seasonal and temporary employees, unless included above, shall wear plain safety glasses as provided by the employing department.

Medical Emergency Procedures

It is the intent of this policy to provide standards, which will assist in determining under what circumstances an employee is required to seek medical treatment.

First and foremost, all work related injuries or illnesses with or without the potential for medical treatment must be reported to the employee's supervisor. An injury or illness is considered work-related if an event or exposure in the work environment caused or contributed to the condition or significantly aggravated a pre-existing condition, unless an exception specifically applies. Examples of exceptions are common cold, flu, and measles. A motor vehicle accident commuting to and from work is an exception, unless an employee is recalled to work. In most cases on recalls, the employee would need to be on the clock and must be commuting directly to work. Each claim is assigned an examiner by the City's workers' compensation insurance carrier, who investigates the claim and determines whether the claim is work related under Iowa Law.

In an effort to more effectively manage workers' compensation claims, the City of Newton implemented an injury management program called Company Nurse. All employees are given a "in case of work place injury" card, which is similar to an insurance card. This card can fit easily in a billfold and will show the phone number of Company Nurse. There are posters placed in all work areas showing the number to call.

The following actions should be taken in the event of a medical emergency:

1. In case of **Severe Medical Emergency** - Call **911**.
 - a. Make sure site is safe before providing assistance. **Do not attempt rescue alone!**
 - b. Provide assistance to injured person.
 - c. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
2. In case of **Moderate Injury** (Injuries that are not life threatening but need "immediate" care)
 - a. Employee to be taken by co-worker or supervisor to Skiff Medical Center Emergency Room, or if needed by ambulance.
 - b. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
3. All other injuries:
 - a. Supervisor to call Company Nurse as soon as possible at **1-888-770-0928**.
 - b. Recommendations will be made on triage and referral to the designated physician.

If No medical treatment is needed or declined:

1. Because all claims with the potential for medical treatment must be reported as soon as possible after an injury occurs, Company Nurse should be called. A good rule to follow is if in doubt, call Company Nurse.
2. The supervisor will follow-up with the injured employee within 48 hours to make sure the injury is minor and no medical treatment is needed. If the employee is a shift employee and is off work for more than 48 hours, his/her supervisor should make a reasonable attempt to contact the employee. The supervisor should document the conversation and keep on file.
3. An employee cannot be forced to seek medical treatment. If the supervisor asks the employee to seek medical treatment and the employee refuses, the supervisor is to contact the Department Director and determine whether the employee is fit for duty. If fitness for duty is an issue, the supervisor may order the employee off the work site and remain off duty until cleared by a doctor. This should be documented and kept on file.

Medical Services

Designated Physician Policy

THE CITY OF NEWTON has designated the Newton Clinic as its workers' compensation authorized treating healthcare provider as provided by law under Chapter 85.39 of the Code of Iowa. Employees with a work-related illness or injury will be required to have their initial evaluation with this healthcare provider. If appropriate, and with prior approval from IMWCA, the physician/clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

The employee should arrange with the health provider to forward any bills to City of Newton Administration Department.

First Aid

Any injury may be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building. In addition, a first aid kit shall be located in each vehicle. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

Incident Reporting and Company Nurse

As a member of the Iowa Municipalities Workers' Compensation Association, **THE CITY OF NEWTON** employees are required to report all potential work-related injuries using Company Nurse. Reporting claims through Company Nurse provides employee's access to 24-hour, 7 days a week claims reporting and medical recommendations (triage) from a registered nurse.

To report a claim through Company Nurse, call 1-888-770-0928 and use search code: IA265.

Employees that fail to report injuries to Company Nurse within 24 hours may be subject to discipline.

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace or that involve equipment and properties are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence.

1. Company Nurse will expedite the initial reporting of the claim. An e-mail will be sent within minutes after the initial phone call to the City's worker compensation insurance company and key employees in the Administration Department.
2. The employee's **supervisor will complete** the "**Employer Investigation Report**" (attachment A), within 24 hours of the accident, which will be given to the Administration Department. These forms should be available in each Department.
3. The **employee will fill out** the "**Authorization to Release Information**" form (attachment B) and the "**Employee Injury or Illness Notification**" form (attachment C), which will be given to the Administration Department. This form should also be available in each Department.
4. These forms are to be completed within 24 hours of the accident. Depending on the injury, the employee may not be able to comply with this deadline.

Anytime an employee is involved in an accident with a city vehicle which involves private property, whether there is damage or not, the Police/Sheriff's Department should be called immediately. If the Police/Sheriff's Department is called on an incident, the police report shall accompany the *Investigation Form*.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

The department head shall provide a written response to any recommendations by the safety committee or the investigator that outlines corrective actions taken by the department.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year that the incident occurred in.

Employer Investigation Report available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/EmployerInvestigationReport.pdf>

Authorization to Release Information available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/AuthorizationToReleaseInfo.pdf>

Employee Injury or Illness Notification available at the end of this policy or online at

<https://www.imwca.org/SiteCollectionDocuments/EmployeeInjuryOrIllnessNotification.pdf>

Training and Orientation

The **department head or their designee** will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased incidents and injury.
- Newly identified areas of exposure.
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees, supervisors or managers will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept in **the Safety Committee's Files**. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New Employee Safety Orientation

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained in **the Department Files**.

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically capable of safely performing the task(s).

It is the policy of **THE CITY OF NEWTON** that new employees undergo a pre-placement physical depending on their duties. The employee will be directed to the **THE CITY OF NEWTON's designated medical provider**. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the **city**.

Job Descriptions

Each department head shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

Return to Work Program

I. PURPOSE: It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

II. POLICY

- A. It is the policy of **THE CITY OF NEWTON** to provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided at Department Director's discretion and as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.
- B. **THE CITY OF NEWTON** will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.
- C. The feasibility of reasonable accommodations shall be determined on a case-by-case basis taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.
- D. Objectives:
 - 1. To return employees who are injured on the job to work as soon as possible when there is not a risk of harm to themselves and others.
 - 2. To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
 - 3. To assist employees in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
 - 4. To retain qualified and experienced employees.
 - 5. To reduce the cost of disability benefit programs.
- E. Temporary Light Duty(TLD):
 - 1. TLD is defined as modified duties or hours assigned to a worker injured on the job, when the physician indicates they can return to work but who are not yet physically capable of handling the entire job duties normally assigned, and his/her work-related injury has not reached maximum medical improvement.
 - 2. The purpose of TLD is to provide temporary work, within medical restrictions, for employees injured on the job. TLD may be available with medical prognosis indicating that the employees are expected to return to full duty following a course of medical treatment.
 - 3. If alternate light duty is available, employees must be provided with TLD as soon as medically feasible. TLD should be consistent with the employee's physical/mental abilities.
 - 4. Employees in TLD capacity will continue to receive the salary and benefits of his/her job classification. Status of TLD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TLD will not normally exceed three months.
 - 5. TLD Procedures:
 - a. **THE CITY OF NEWTON** Human Resources Specialist:
 - 1) Informs physician about the TLD program.
 - 2) Informs workers' compensation claims examiner of employee's availability to the TLD program.
 - 3) Obtains information regarding medical condition of employee from physician(s).
 - b. Department Representative and/or Employee's Supervisor, along with Workers' Compensation Designee:
 - 1) Develops work assignments on a case-by-case basis, if available, depending on medical restrictions.
 - 2) Develops appropriate TLD assignments, and monitors on-going medical and work adjustment.
 - 3) May meet with injured employees to review TLD status.

- c. Employee:
 - 4) Understands that if they do not follow the restrictions placed on them by the physician and THE CITY OF NEWTON they may receive disciplinary action up to and including discharge.
 - 1) Reports to his/her regular department. The employee shall be assigned to do whatever work he/she is able to do, under the restrictions that the physician has placed on the employee.
 - 2) When the physician has determined that Maximum Medical Improvement has been reached and the employee is able to perform the essential job duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
 - 3) Permanent Restriction:
 - a) Employees who are off work or on TLD due to work related injuries or illnesses may be required to complete functional capacity examinations before they can return to his/her former jobs. The cost of such examination will be paid for by the employer.
 - b) When an employee's injury or illness has reached maximum medical improvement and there are restrictions that prohibit the employee from performing the essential functions of the employee's job, THE CITY OF NEWTON will return the employee to work in his/her former job if the restrictions can be reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).
 - c) If the permanent restrictions resulting from the injury or illness prohibit the employee from performing his/her job's essential functions with or without reasonable accommodation, the employee shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the examination.

Outside Contractors

Before a contractor commences work in a CITY OF NEWTON workplace, the project coordinator and/or supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises.

Disciplinary Policy

Each employee is required to comprehend and abide by the contents of THE CITY OF NEWTON Safety Program.

Safety reprimands

Should employees be observed not following documented safety rules/procedures, or SOPs employee reprimands will be used. Supervisors should make every effort to ensure employees are following safe work practices.

The CITY OF NEWTON has developed a progressive disciplinary policy that applies to the safety and health program of this organization. The disciplinary policy is a tool to ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of THE CITY OF NEWTON.

Verbal warnings

Supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written warnings

Supervisors may issue written warnings for the following:

- Repeated minor violations of safety rules or procedures.
- Single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee or could have caused property damage.
- Activities that could potentially result in injury or property damage.

Disciplinary leave

Supervisors may recommend and management may institute disciplinary leave for the above reasons and the following:

- A single serious violation of a rule or procedure that results in an injury to themselves, another employee or causes property damage.
- Repeated violations or non-conformance to safety rules/procedures.

Termination

Supervisors and management may recommend termination of any employee for repeated serious violations of the above circumstances.

Documentation

Human Resources will maintain records of disciplinary action. Violations of THE CITY OF NEWTON rules, regulations or procedures the actions will be documented on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

Safety Audits and Inspections

Department Self-Inspection Checklists

Since the success of any safety program depends on identifying hazards and taking immediate corrective action, quarterly department inspections are required. Each department shall develop its own checklist to assist in the inspections. The completed checklist should be submitted to the safety committee and reviewed at the safety committee meetings.

Reporting Unsafe Acts/Unsafe Conditions

All employees are encouraged and required to immediately report any unsafe acts or unsafe conditions.

1. Stop work immediately and secure the location or lockout unsafe equipment.
2. Inform immediate supervisor of problem.
3. Complete an *Unsafe Conditions Report*.

Basic Safety Rules

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Except as specifically exempted, smoking shall not be allowed on any City-owned grounds, this includes within structures, outdoors, and all City-owned motor vehicles, trailers, or other forms of transportation, including equipment. Sidewalks contiguous with public structures are included in the prohibited areas. Outdoor worksites are included in areas prohibited. Should employees working at an outdoors worksite wish to smoke during a break, they need simply to move away from the worksite to do so, within allowable rules as defined by the department directors.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs that could impair assigned work shall report this fact to the supervisor.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves or others or cause property damage.

Specific Safety Programs and Procedures

Employees will be trained on specific programs and procedures in their departments.

■ IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION



Attachment A

Employer Investigation Report

The *Employer Investigation Report* must be completed and returned to IMWCA as soon as possible after the incident.

Employee name: _____

Department/occupation: _____

Date/time of injury: _____

Location of incident: _____

How did the incident occur?

Was first aid given? ☐ YES ☐ NO

If yes, by whom? _____

Was the employee sent to a medical facility? ☐ YES ☐ NO

If yes, give the name and address: _____

Did the incident occur because of an unsafe act or unsafe condition of equipment? ☐ YES ☐ NO

If yes explain: _____

Was there corrective action taken to prevent accident from happening again? ☐ YES ☐ NO

If yes, explain: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Name: _____ Occupation: _____

Supervisor's Signature _____

(date signed) _____

Please e-mail this completed form to: katrinad@newtongov.org

**AUTHORIZATION TO RELEASE INFORMATION
REGARDING CLAIMANTS SEEKING WORKERS' COMPENSATION BENEFITS**

Name of Patient: _____

Date of Birth: _____

SECTION I. AUTHORIZATION FOR RELEASE OF INFORMATION AND FOR RE-DISCLOSURE

I authorize _____
to disclose and deliver to: _____
the following information related to me: Any and all information EXCEPT substance abuse (drug or alcohol), mental health, and AIDS-related information, unless specifically authorized to be released in section II of this form.

NOTE: If the information includes mental health treatment, substance abuse treatment or HIV-related information it will not be released unless the undersigned patient agrees to the release on the reverse side of this form.

I understand the information is being disclosed and may be used only for legal and/or litigation purposes relating to claims and/or suit against _____

I understand that this Authorization may be used to obtain information from health care providers, schools, former and current employers, providers of vocational rehabilitation services, the Social Security Administration, and the Iowa Department of Workforce Development. I understand that I have a right to inspect the disclosed information at any time. This authorization is effective until the conclusion of a contested case on the claim. I understand that I may revoke this Authorization, except to the extent that action has already been taken in reliance upon it, by giving written notice to the health care provider or record keeper. I also understand that if I revoke, the revocation will take effect on the day it is received in writing by the entity from whom disclosure is sought.

I understand that if the person or entity that receives the information requested is not covered by the federal privacy regulations or is not an individual or entity who has signed an agreement with such a person or entity, the information described above may be re-disclosed and will no longer be protected by the regulations.

Iowa and Federal law provide that I have a right to prohibit re-disclosure of confidential medical information and further disclosure may not be had without my express written authorization, except as indicated below. I understand that the Recipient of this Authorization, WITHOUT FURTHER AUTHORIZATION, may re-disclose this information to:

_____ Parties and their legal counsel, insurers, experts, potential experts, but only after they have been advised of their obligations under the law and this authorization, including the prohibition against re-disclosure of this information; Agents, employees or representatives of the parties, but only after they are involved in conducting the prosecution or defense of the case, and only after they have been advised of their obligations under the law and this authorization, including the prohibition against re-disclosure of this information; Administrative agency and court officials hearing the claim, and their support staff.

I SPECIFICALLY AUTHORIZE AND CONSENT TO ANY SAID DISCLOSURE AND RE-DISCLOSURE DESCRIBED ABOVE.

Claimant or Legal Representative

Date

Printed Name and Relationship of Claimant's Legal Representative

SECTION II. SPECIFIC AUTHORIZATION FOR RELEASE OF INFORMATION PROTECTED BY STATE OR FEDERAL LAW CONCERNING MENTAL HEALTH, SUBSTANCE ABUSE TREATMENT OR AIDS-RELATED INFORMATION

I acknowledge that information to be released may include material that is protected by Federal and/or State law applicable to substance abuse, mental health, and/or AIDS-related information. I SPECIFICALLY AUTHORIZE the release of confidential information relating to: [Place "YES" or "NO" in ALL applicable boxes:]

____ Substance Abuse (Drug or Alcohol) information from all health care providers and facilities and any other person or entity in possession of records concerning me.

____ Mental Health information from all health care providers and facilities and any other person or entity in possession of records concerning me.

____ HIV or AIDS-related information, Diagnosis, and test results from all health care providers and facilities and any other person or entity in possession of records concerning me.

Furthermore, I SPECIFICALLY AUTHORIZE disclosure and re-disclosure of this confidential information to all of the persons referred to in the RE-DISCLOSURE Section I.

In order for the above information to be released you must sign here AND at the end of Section I

Signature of Claimant or Legal Representative Date

Street Address City/State/ Zip Code

Printed Name and Relationship of Claimant's Legal Representative

Federal and/or State law specifically require that any disclosure or RE-DISCLOSURE of substance abuse, alcohol or drug, mental health, or AIDS-related information must be accompanied by the following written statement:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

See also Chapter 228 of the Iowa Code and Section 141.23(3) of the Iowa Code and other applicable laws.



14-0043 (11-04) This form may be used in connection with claims under the jurisdiction of the Iowa Workers' Compensation Commissioner.

Appendix B: Telework Policy

Purpose

The purpose of this program is to provide parameters for using telework opportunities for City of Newton employees. There exists no right to telework. Approval for participation in the Telework Program is within the authority of the city administrator and is not an employee entitlement. In general, the expectation is for all employees of the City of Newton to report to their official work site for each work day. Telework requests will be considered on a case-by-case basis and requests to telework must be approved and signed in advance by the City Administrator prior to any telework commencing. Telework will only be allowed if the city administrator decides that all three of the following conditions are met: 1) that the employee's duties are appropriate for offsite work, 2) that the proposed telework meets organizational needs, and 3) that the employee meets all criteria for eligibility established by this policy.

Termination of Participation

The employee's participation as a teleworker is available only to employees deemed eligible. There exists no right to telework. The City may terminate the employee's participation as a teleworker at any time. The City will not be held responsible for costs, damages or losses resulting from terminating an employee's participation. This Policy is not a contract of employment and will not be construed as such.

Compensation

The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this arrangement. The employee will be paid in accordance with state law, City of Newton policies/rules and applicable collective bargaining agreements. Unless expressly provided for in this Policy, the employee will not be entitled to any compensation for the use of the employee's home as an office, employee's furniture, equipment or supplies used in the employee's home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee's work-related duties.

Leave

Regulations regarding leave remain unchanged under the Telework Policy. Leave must be requested and approved in accordance with existing practices, laws, regulations and City and departmental policy.

Equipment and Supplies

1. The employee is responsible for the safekeeping of all City equipment and supplies located in the off-site work location. The employee agrees that all City-owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or the City of Newton's licensing agreements with its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment or at the direction of the City, the employee will return all property belonging to the City in the employee's possession or control of the City to the office work site.
2. The employee agrees that all equipment, software and supplies provided by the City for use at the telework site are to be used only for City business and may be used only by the employee or other persons authorized by proper management authority.
3. The City, at its sole discretion, may choose to purchase equipment and related supplies for use by the employee for teleworking. This decision shall rest entirely with the City. The decision to discontinue use of such equipment

shall rest entirely with the City. Equipment purchased by the City for use by the employee shall remain the property of the City.

4. All City-supplied technology and City-related work records belong to the City. The City of Newton may monitor use of City-supplied technology. At any time and without prior notice, the City reserves the right to examine e-mail, voice mail, personal file directories, and other information stored on or transmitted through City computers or other technology. An employee's use of the City's computer systems or electronic technology constitutes consent to such examination. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment. Inappropriate use includes but is not limited to: violations of state/local and Federal laws, traffic that is unethical in nature, distribution of unsolicited advertising, gambling, spoofing (appear to be from someone else), soliciting funds, distributing political messages, violating City regulations prohibiting sexual harassment, propagation of worms and/or viruses, distribution of chain letters, sexually offensive materials.
5. The employee will not modify or alter any equipment nor relocate it without prior approval by the City.
6. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the City-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Work Performance

The employee is responsible for maintaining availability, appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

Liabilities for Injuries

The employee's and the City's liability and respective obligations shall be governed by Iowa law.

Responsibilities of Teleworkers

1. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.
2. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.
3. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.
4. Meet organizational requirements regarding communication and accessibility.
5. Protect all City equipment by securing unattended laptops or other equipment whether it is in the office, home or while in travel status.
6. Protect and store confidential physical and electronic information in a manner ensures its confidentiality and immediately report information system security incidents.
7. Report any work-related accidents.

Miscellaneous Conditions

The employee remains obligated to comply with all department rules, policies, practices, instructions, telework guidelines and this Policy, and understands that violation of such may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

Amendments

This Policy may be modified, amended or terminated at any time to ensure that the operating needs of the department are met.

Disclaimer

Nothing contained in this Policy conveys nor is it intended to convey upon the employee a contract of employment.

Telework Agreement

Name of employee: _____

Name of department: _____

Telework site: _____

Address: _____

City/State/Zip: _____

Business phone: _____

Work days and duty hours at the telework site: _____

Telework conditions specific to this agreement: _____

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

Employee's Signature

Employee's Printed Name

Date

City Administrator Signature

City Administrator Printed Name

Date

Appendix AC: Travel Policy

SECTION 1 – GENERAL PURPOSE

Whenever an employee travels on behalf of the City, whether it is for business or training, the policies and procedures stated herein shall apply. It is the expressed purpose of these policies and procedures to provide the employee with reasonable travel accommodations and related expenses, while maintaining a prudent spending policy. It is each employee's responsibility to learn and abide by these rules. The policies and procedures found in this manual supersede all previous policies, directives and rules governing City travel and training.

SECTION 2 - GENERAL POLICIES

All requests for travel and training must be approved by the Department Director. Out of state travel and training requests must be pre-approved by the City Administrator. Employees are expected to seek the most reasonable prices available for lodging, meals and fares, considering location and services. Before training and/or conference travel occurs, the appropriate approvals must be obtained.

Expenses submitted for reimbursement must be accompanied by an itemized receipt for the expense (i.e. meal receipts should be the detailed receipt, not the credit card copy showing only the total spent). Without a proper receipt, the reimbursement may not be approved unless extraordinary circumstances prevail.

Expenses for entertainment, alcohol, hotel room service, non-City employees, including spouses, and for any expense deemed wasteful or extravagant will not be reimbursed. Costs incurred above the applicable expense ceilings will not be paid and are the responsibility of the employee. When traveling in a group, payment and accounting of registration fees, transportation and lodging can be consolidated and reimbursed to one person in the group. Meal expenses should be kept track of individually.

Requests for reimbursements shall be made on the proper forms and include all documentation as required. The forms must be fully completed including a brief narrative on the purpose for the training or travel.

SECTION 3 - APPROVALS

To attend any training seminar or conference requiring travel expense, an employee must first obtain approvals from his/her Department Director.

SECTION 4 – REIMBURSEMENTS

A reimbursement of actual travel expenses must be submitted on the Employee Reimbursement Form within 10 working days of the end of the trip. To receive reimbursement for an eligible expense, the corresponding detailed receipts must be attached. Travel and training expenses eligible for reimbursement include registration, lodging, mileage, public transportation, meal expense and incidental expenses such as tips (up to 15% gratuity), and parking fees. Reimbursement for meals should include a schedule of dollars spent per day on meals. Ineligible expenses include, but are not limited to, the following: entertainment, alcoholic beverages, hotel room service, delivery fees, gifts, personal calls, hotel room service, laundry, any expense for spouse, dependents or guests, transportation costs or mileage for travel unrelated to City business.

SECTION 5 – LODGING

Employees may request approval from their Department Director to make lodging accommodations for multiday conferences or training that are 50 miles one-way from the workplace. Employees are expected to secure reasonable lodging rates. The employee should compare the hotel government rate vs the standard room rate and select whichever is most cost efficient. (See sections 6 & 7 for per diem lodging rates.) Employees must submit an itemized hotel/motel bill upon completion of the trip. A credit card receipt alone is not sufficient documentation.

SECTION 6 – IN-STATE TRAVEL

Unless another mode of transportation is specifically approved by the City Administrator, all in-state travel will be by either City vehicle or private car. In the case of using a private car, mileage at the current allowable IRS rate will be paid.

The following expense ceilings apply to in-state travel unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$130 per day

B. Meals - \$40 per full day and \$25 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$25 be reimbursed (including tax and tip).

SECTION 7 - OUT-STATE TRAVEL

All out of state travel must be pre-approved by the City Administrator. Unless time is a critical factor, all out of state travel within five hours driving time will be by car. Air travel will only be approved, in lieu of the car, in those instances where it is deemed absolutely necessary. For car travel, mileage at the current allowable IRS rate will be paid.

The following expense ceilings apply to out-state travel unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$160 per day

B. Meals - \$40 per full day and \$30 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$30 be reimbursed (including tax and tip).

Travel to a major metropolitan area (population of one-half million or more) unless pre-approval for a higher amount is given by the City Administrator:

A. Lodging - \$220 per day

B. Meals - \$60 per full day and \$40 per half day (ceiling includes tax and tip)

Under no circumstances will any one meal over \$40 be reimbursed (including tax and tip).

SECTION 8 – AIR TRANSPORTATION

Employees are expected to secure the lowest possible airfares. All air travel will be by coach class. No first class fares will be paid by the City. Any airline tickets purchase should be made well in advance of the travel date, but under no circumstances less than three working days from the date of travel.

SECTION 9 – WAGES WHILE ATTENDING LECTURES, MEETINGS, AND TRAINING

Time spent at conferences and training is considered to be hours worked for non-exempt employees if the training is directly related to the employee's job and the employee is performing productive work while attending the lecture or participating in the training program. For non-exempt (hourly) employees: Continuing City of Newton Employee Handbook

education courses required by the state to obtain or keep professional certifications (e.g. Paramedic, Police Officer Firearms Training, etc.) will not be considered hours worked and will only be paid if authorized by the Department Director prior to attendance of the training.

SECTION 10 – WAGES WHILE TRAVELING

Employees in positions considered non-exempt may be eligible for compensation for the time they spend traveling. The compensation an employee receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours. Employees not working “normal work hours” (ex: third shift) will convert to this schedule while traveling on City business to insure appropriate and consistent payment.

One-Day Trips

When employees are required to travel to another city, all the travel time involved counts as time worked. The only times excluded are meal periods and the time spent traveling between the worker’s home and point of departure (such as the City office). This is to exclude the normal travel time from home to work before the regular work day begins and from work to home after the workday is over.

Travel Time, More than One Day, Within Normal Work Hours

Any portion of authorized travel time that takes place within normal work hours on any day of the week, including Saturday and Sunday, is treated as “work hours”. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls within normal work hours.

Travel Time, More than One Day, Outside of Normal Work Hours

Any portion of authorized travel time (with the exception of driving time) that takes place outside of normal work hours is considered to be “outside travel hours”. When a non-exempt employee is required to travel as a passenger in an automobile, plane, or any other mode of transportation outside of normal work hours, he/she will not be compensated for that portion of travel time that takes place outside of normal work hours. When an employee travels between two or more time zones, the time zone associated with the point of departure should be used to determine whether the travel falls outside of normal work hours.

Travel Time as the Driver of an Automobile

All authorized travel time spent driving an automobile (as the driver, not as a passenger) is treated as “hours worked”, regardless of whether the travel takes place within normal work hours or outside of normal work hours. Travel as a passenger in an automobile is not automatically treated as “work hours”. Travel as a passenger in an automobile is treated the same as all other forms of travel and compensation depends upon whether the travel time takes place within normal work hours or outside of normal work hours. If an employee drives a car as a matter of personal preference when an authorized flight or other travel mode is available, and the travel time by car would exceed that of the authorized mode, only the estimated travel time associated with the authorized mode will be eligible for compensation.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

If an employee requests a specific travel itinerary or mode that is different than the one authorized, only the estimated travel time associated with the schedule, route and mode of transportation authorized should be reported on the time sheet.

Travel time should be calculated by rounding up to the nearest quarter hour.

Whenever possible, the employee's normal work schedule should be flexed to allow for the compensable travel and training time. For example, if a non-exempt employee who normally works 7:30am – 4:30pm, M-F, is in training for 24 hours during the week and the travel time of 4 hours is deemed compensable by the policy, then the employee has worked 28 hours and their work schedule should be adjusted to allow for the extra travel time.

	Monday	Tuesday	Wednesday	Thursday	Friday
Work Hours	8 hours (7:30am-4:30pm)				4 hours (8am-12pm)
Training Time		8 hours (7:30am-4:30pm)	8 hours (7:30am-4:30pm)	8 hours (7:30am-4:30pm)	
Travel Time *	2 hours (4:30pm-6:30pm)			2 hours (4:30pm-6:30pm)	
Total Paid	10 hours	8 hours	8 hours	10 hours	4 hours = 40 Total

*Assumes the employee is the driver.

Appendix **BD**: Vehicle Allowance and Mileage Reimbursement Policy

This policy is applicable to elected officials, full-time, part-time, seasonal employees and volunteers who use their personal vehicles to conduct City business or who drive City vehicles to conduct City business including those who are required to take home City vehicles.

The City recognizes that certain employees need the regular use of a vehicle to fulfill their job duties and responsibilities. The City Administrator assigns the use and responsibility of a City vehicle to employees where their job duties and responsibilities make a vehicle necessary.

Except as otherwise provided for, employees are eligible for mileage reimbursement for the use of personal vehicles for City business. Reimbursement shall be at the mileage rate authorized by the Internal Revenue Service. Mileage is calculated from starting point in Newton to destination and back.

When used to conduct City business, personal vehicles are required to have a minimum automobile insurance coverage for liability of \$20,000 for each person, \$40,000 each accident and property damage of \$15,000. In case of a claim, the private automobile insurance coverage shall be considered primary. The City shall not be responsible for any damage to a personal vehicle. The vehicle allowance and mileage reimbursement include a factor for both liability and collision insurance coverage.

Elected officials, employees and volunteers who use a personal vehicle to conduct City business shall complete the attached insurance statement, which will be retained throughout their service to the City.

Elected officials, full-time, part-time, seasonal employees and volunteers shall operate both City and personal vehicles in a safe, courteous and prudent manner while performing City business including specifically the use of seat belts by both the driver and passengers as well as refraining from the use of cell phones while driving. Employees who operate or who take home City vehicles shall not use the City vehicle to conduct personal business.

Department Directors and/or Elected Officials

The City shall provide department directors identified in this policy a vehicle suitable to perform job duties and responsibilities or they may choose to receive a monthly vehicle allowance. The vehicle allowance shall be included in the semi-monthly or quarterly payroll check less applicable taxes. Any elected officials or department directors receiving a monthly vehicle allowance for a personal vehicle shall not have use of a City owned vehicle.

The following elected officials and department directors shall receive the use of a City vehicle or a monthly vehicle allowance as outlined below:

Mayor	\$200
City Administrator	\$250
Public Works Director	\$250
Community Development Director	\$250
Community Services Director	\$250
Police Chief	\$250

Elected officials and department directors receiving a vehicle allowance shall be responsible for all insurance, maintenance, oil, lubrication, tires, battery, washing and fuel costs for their vehicles.

Elected officials and department directors who receive a vehicle allowance shall be eligible for mileage reimbursement for all mileage in a personal vehicle for trips on City business, except that no mileage reimbursement will be made for miles driven within Jasper, Polk, Story, Marshall, Tama, Poweshiek, Mahaska, Marion or Warren Counties.

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Insurance Statement

Elected Officials, Employees and Volunteers who Drive a Personal Vehicle for City Business

I, _____ (please print name), serving as an elected official/employee/volunteer of the City of Newton, plan to use my personal vehicle to conduct City business as necessary. I certify that I have read the policy and will abide by its provisions. I further certify that I have now and will keep in effect automobile liability insurance equal to or greater than the minimum limits required by the City of Newton policy.

Signature

Date

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City of Newton Council Report

Item: Resolution expressing intent to provide economic development support to Nehring Auto, Inc.

Summary: Nehring Auto, Inc., 1800 1st Avenue East plans improvements to the building and the site. City incentives in the form of a grant and minimum assessment/tax rebates are needed.

Financial Impact: \$20,000 reimbursement grant and tax rebates in an amount not to exceed \$15,000 less debt service & property tax credits



Report Number: 21-155

Date: June 7, 2021

Lead Department:
Community Development

Recommendation:
Approval

As the primary commercial corridor in the community, First Avenue East reflects the health of Newton's economy. The 1800 block of 1st Avenue East is experiencing significant redevelopment in 2021, and encouraging improvements at this location builds upon all of the exciting activity occurring in the corridor.

Nehring Auto plans exterior building improvements such as new siding, roofing, and gutters, and site improvements including conversion of the majority of the gravel parking lot to concrete and removal of old lights and bases. In order to be able to proceed with the project, City incentives are needed by the property owner. The resolution of intent to provide economic development support gives the understanding to the property owner of the City's willingness to assist with the redevelopment project while planning steps are taken for the project.

The building is located within the First Avenue East Urban Renewal Area, which provides for a mechanism for the City to participate and encourage a high-level rehabilitation of the property. The subject property is not listed as a specific project, and thus the City must take steps to amend the urban renewal area, a process which takes time. The developer is ready to move forward as long as there is an understanding that the City is able to assist in the project. In order to provide the developer assurance in a more timely manner, the attached resolution expressing future intent is presented for action.

The resolution expressing intent provides for a \$20,000 reimbursement grant to the property for curb appeal improvements (concrete work and removal of old lights/bases) and stipulates a desire to enter into a minimum assessment/tax rebate agreement in the future with a minimum assessment of at \$205,000 and tax rebates over 10 years not to exceed \$15,000. An amendment to the urban renewal plan as well as redevelopment agreement between the City and the developer requires separate City Council action.

Recommendation: Staff recommends approval of the Resolution.

A handwritten signature in black ink, appearing to read "Jarrod Wellik", is written over a light blue horizontal line.

Jarrod Wellik
Fire Chief, Acting City Administrator

RESOLUTION NO. _____

Resolution expressing intent to provide economic development support to Nehring Auto Inc.

WHEREAS, the City Council of the City of Newton, Iowa by resolution previously established the 1st Avenue East Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, Nehring Auto Inc. (the “Company”) has proposed to undertake the redevelopment of an existing building (the “Project”) for use in its business operations on certain real property situated at 1800 1st Avenue East in the Urban Renewal Area; and

WHEREAS, the Company has requested that the City provide financial support to help to defray the costs of the Project; and

WHEREAS, the City intends to provide such financial support by entering into a development agreement (the “Development Agreement”) with the Company and thereby making provision for (i) the funding of an economic development grant (the “Grant”) to the Company; and (ii) the funding of annual appropriation incremental property tax payments (the “Payments”) to the Company; and

WHEREAS, prior to entering into the Development Agreement, the City Council must undertake the statutory process for (1) approving the Project as an urban renewal project under the Plan for the Urban Renewal Area; and (2) authorizing the Development Agreement and the funding of the Grant and the Payments; but the City desires to convey its intent to pursue these actions to the Company in order to facilitate progress on the development of the Property through the adoption of this Resolution;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Newton, Iowa, as follows:

Section 1. The City hereby expresses its intent to support the Project in the future. The City will in good faith negotiate the Development Agreement with respect to the development of the Property and the undertaking of the Project, such proposed Agreement to minimally include the following terms:

A) The Company will commit to undertaking the Project on the Property, such Project to minimally include the construction of a parking lot, the installation of new metal siding, the replacement of certain windows and gutters, and the removal of light posts and planters; and

B) The Company will agree to submit documentation demonstrating the costs (the “Project Costs”) incurred by the Company in the completion of the Project.

C) The Company will commit to entering into a minimum assessment agreement pursuant to Section 403.6 of the Code of Iowa establishing a minimum assessed taxable valuation of the Property of \$205,000.

D) The City will agree to fund the Grant in the maximum amount of \$20,000, provided, however that the Project Costs are at least equal to \$40,000.

E) The City will agree to fund the Payments to the Company in the maximum amount of \$15,000 from incremental property tax revenues to be derived from the Property. All Payments under the Development Agreement will be made subject to annual appropriation by the City Council.

F) The Company will agree to assist the City with the payment of legal and administrative fees incurred in connection with the amendment to its urban renewal plan and the authorization and approval of the Development Agreement; and

Section 2. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to amend the Plan and to authorize the Development Agreement. Both the City and the Company acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Section 3. Nothing in this Resolution shall prevent the parties from negotiating additional terms, not set forth herein, for inclusion in the Development Agreement.

Section 4. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Passed and approved this June 7, 2021.

Mayor

Attest:

City Clerk

City of Newton Council Report

Item: Resolution approving the granting of Downtown Micro Grant Funds in the signage program area for 201 1st Avenue West

Summary: The Downtown Micro-Grant Program provides assistance for small rehabilitation or renovation projects in the Downtown. Nancy Woody, Nancy's Canned Creations, is seeking grant funds for signage.

Financial Impact: \$750.00, 1:1 Match is required.



Report Number: 21-156

Date: June 7, 2021

Lead Department: Community Development

Recommendation:
Approve

Proposal: The applicant is proposing new vinyl window signage and a new building sign for 201 1st Avenue West

Analysis: Nancy's Canned Creations will be opening a new shop at 201 1st Avenue West, in the former "Keller Law Office" location.

The applicant proposes to replace the Keller Law Office Sign with a sign that reads "Nancy's General Store" in colors that align with the building's color scheme, which is a result of past design work by Main Street Iowa and previous Downtown Micro-grant funding.

In addition, new vinyl window signage for the large east and north windows that are on either side of the main entrance identifying the home canned goods.

Downtown Grant Review Board: At their meeting on May 19, 2021, the Downtown Grant Review Board unanimously recommended approval of the project and awarding downtown grant funds in the sign program area in an amount up to \$750.00, provided a 1:1 match is met.

Recommendation: City Staff recommends approval of the resolution and agreement, which follows the recommendation of the Downtown Grant Review Board.

A handwritten signature in black ink, appearing to read "Jarrod Wellik".

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. 2021- _____

**RESOLUTION APPROVING THE GRANTING OF DOWNTOWN MICRO
GRANT FUNDS IN THE SIGNAGE PROGRAM AREA FOR 201 1ST
AVENUE WEST**

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, funds bonded in 2019 were set aside for the purpose of downtown improvements serve as the funding source for the Downtown Micro-Grant Program; and

WHEREAS, Nancy Woody, Nancy's Canned Creations, submitted an application requesting funds for 201 1st Avenue West from the Downtown Micro Grant Program; and

WHEREAS, The Downtown Grant Review Board reviewed the application on May 19, 2021 and unanimously approved a motion recommending funds be granted in an amount up to \$750.00, provided a 1:1 match is met;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Façade Grant Funds be provided to Nancy Woody for 201 1st Avenue West signage.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Façade Program Agreement.

PASSED this _____ day of June 2021.

APPROVED this _____ day of June 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Nancy Woody, Nancy's Canned Creations**

This Agreement made and entered into this ____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called "City" and Nancy Woody, business owner, 201 1st Avenue West, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Micro Grant for property located at 201 1st Avenue West; and

WHEREAS, the Downtown Grant Review Board unanimously approved the application as follows: vinyl window lettering signage and a re-facing of the building signage for Nancy's Canned Creations/Nancy's General Store provided the design for the building sign aligns with the existing color scheme for the building and

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$750.00** in grant funds for the signage project at 201 1st Avenue West in accordance with the Downtown Grant Review Board stipulations of approval.
- 2.) The project shall be completed before June 7, 2022. The applicant may request an extension.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed and paid work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Iowa 50208 for administrative verification of expenditures and applicant match.
- 4.) The applicant will provide a 1:1 match to the grant funds the project..
- 5.) The City will make timely reimbursement payment of grant funds upon completion of the project and verification of project expenses.

Applicant/Owner:

Nancy Woody
Nancy's Canned Creations

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

Item: Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and historic façade renovation for 102 North 2nd Avenue East.

Summary: The Downtown Micro-Grant Program provides assistance for rehabilitation or renovation projects in the Downtown. Forbes Office Solutions is proposing a multi-faceted project.

Financial Impact: \$18,250.00, 1:1 Match is required.



Report Number: 21-157

Date: June 7, 2021

Lead Department: Community Development

Recommendation:
Approve



Proposal: The applicant is proposing new multi-faceted renovation of the building at 102 North 2nd Avenue East including powerwashing, tuck-pointing & repair, signage, awning removal, and new storefront windows/doors.

Analysis: The proposed project will result in a new look for the building substantially similar to the rendering prepared by Main Street Iowa (above). The current, non-historic awning will be removed. The building will be powerwashed (water only and at a specified PSI), tuckpointing repair, replacement of several bricks and sealing of cracks. In addition new storefront windows/doors will be installed in accordance with the downtown district design guidelines. Total cost of the work will be \$72,436.00. The project is eligible for the maximum grant amount for these program areas, \$18,250.00.

Downtown Grant Review Board: At their meeting on May 19, 2021, the Downtown Grant Review Board unanimously recommended approval of the project and awarding downtown grant funds in the sign program area in an amount up to \$18,250.00, provided a 1:1 match is met.

Recommendation: City Staff recommends approval of the resolution and agreement, which follows the recommendation of the Downtown Grant Review Board.

A handwritten signature in black ink, appearing to read "Jarrod Wellik". The signature is fluid and cursive, with a large initial "J" and a stylized "W".

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. 2021- _____

**RESOLUTION APPROVING THE GRANTING OF DOWNTOWN MICRO
GRANT FUNDS IN THE SIGNAGE PROGRAM, AWNING REMOVAL,
AND HISTORIC FAÇADE RENOVATION FOR 102 NORTH 2ND AVENUE
EAST**

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, funds bonded in 2019 were set aside for the purpose of downtown improvements serve as the funding source for the grant program; and

WHEREAS, Gary Forbes, Forbes Office Solutions, submitted an application requesting funds for 102 North 2nd Avenue East from the Downtown Micro-grant Program; and

WHEREAS, The Downtown Grant Review Board reviewed the application on May 19, 2021 and unanimously approved a motion recommending funds be granted to Gary Forbes, Forbes Office Solutions in an amount up to \$18,250.00, provided a 1:1 match is met for each program area;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Gary Forbes, Forbes Office Solutions for 102 North 2nd Avenue East for signage, awning removal, and historic façade renovation.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa:
That the City shall obtain the signatures on the Downtown Improvement Grant Program Agreement.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Gary Forbes, Forbes Office Solutions**

This Agreement made and entered into this ____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called "City" and Gary Forbes, Forbes Office Solutions, 102 North 2nd Avenue East, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Micro Grant for property located at 102 North 2nd Avenue East; and

WHEREAS, the Downtown Grant Review Board unanimously approved the application as follows:
Power-washing, tuck-pointing, brick repair, awning removal, and signage;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$18,250.00** in grant fund for the multi-faceted project at 102 North 2nd Avenue East in accordance with the Downtown Grant Review Board stipulations of approval.
- 2.) The project shall be completed before June 7, 2022. The applicant may request an extension.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed and paid work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Iowa 50208 for administrative verification of expenditures and applicant match.
- 4.) The applicant will provide a 1:1 match to the grant funds the project.
- 5.) The City will make timely reimbursement payment of grant funds upon completion of the project and verification of project expenses.

Applicant/Owner:

Gary Forbes
Forbes Office Solutions

Date

For City of Newton:

Michael L. Hansen, Mayor

Date

City of Newton Council Report

Item: Resolution approving the granting of Downtown Micro Grant Funds in the signage program, awning removal, and painting areas for 102 1st Street North.

Summary: The Downtown Micro-Grant Program provides assistance for small rehabilitation or renovation projects in the Downtown. Glasshouse Incubator, LLC is proposing a painting, awning removal and signage project at the old Jasper County Abstract location.

Financial Impact: \$1,088.24, 1:1 Match is required.



Report Number: 21-158

Date: June 7, 2021

Lead Department: Community Development

Recommendation:
Approve



Proposal: The applicant is proposing new building signage, removal of the tattered awning, and a painting project for the sign band for 102 1st Street North.

Analysis: The new signage project includes repainting of the sign band (the area behind the sign) from faded green to black. The proposed flat panel occupant sign for the small business incubator also aligns with the downtown design guidelines.

The existing awning is tattered and dilapidated. Removal of the awning is supported by the guidelines and grant program. The applicant has not included awning replacement as a project and is not required to do so.

Total project costs are estimated at \$2,678.98, and the building is eligible for a total grant of \$1,088.24.

Downtown Grant Review Board: At their meeting on May 19, 2021, the Downtown Grant Review Board unanimously recommended approval of the project and awarding downtown grant funds in the sign program area in an amount up to \$1,088.24, provided a 1:1 match is met.

Recommendation: City Staff recommends approval of the resolution and agreement, which follows the recommendation of the Downtown Grant Review Board.

A handwritten signature in black ink, appearing to read "Jarrod Wellik". The signature is fluid and cursive, with the first name "Jarrod" being more prominent than the last name "Wellik".

Jarrod Wellik, Fire Chief
Acting City Administrator

RESOLUTION NO. 2021- _____

**RESOLUTION APPROVING THE GRANTING OF DOWNTOWN MICRO
GRANT FUNDS IN THE SIGNAGE PROGRAM, AWNING REMOVAL,
AND PAINTING AREAS FOR 102 1ST STREET NORTH**

WHEREAS, *Newton's Future* recognizes the role of the Downtown as the heart of the community and recommends a focus on curb appeal and community aesthetics; and

WHEREAS, funds bonded in 2019 were set aside for the purpose of downtown improvements serve as the funding source for the grant program; and

WHEREAS, Glasshouse Incubator, LLC submitted an application requesting funds for 102 1st Street North from the Downtown Micro-grant Program; and

WHEREAS, The Downtown Grant Review Board reviewed the application on May 19, 2021 and unanimously approved a motion recommending funds be granted to Glasshouse Incubator, LLC in an amount up to \$1,088.24, provided a 1:1 match is met for each program area;

NOW THEREFORE, BE IT RESOLVED by the City Council of Newton, Iowa, that the Downtown Improvement Grant Funds be provided to Glasshouse Incubator, LLC for 102 1st Street North for signage, painting, and awning removal.

BE IT FURTHER RESOLVED by the City Council of Newton, Iowa: That the City shall obtain the signatures on the Downtown Improvement Grant Program Agreement.

PASSED this _____ day of June, 2021.

APPROVED this _____ day of June, 2021.

Michael L. Hansen, Mayor

ATTEST:

Katrina Davis, City Clerk



**Downtown Façade Grant Program Agreement
Between City of Newton and Glasshouse Incubator, LLC**

This Agreement made and entered into this ____ day of _____ 2021 by and between the City of Newton, Iowa, hereinafter called "City" and Glasshouse Incubator, LLC, 102 1st Street North, Newton, Iowa, hereinafter called "Applicant."

WHEREAS, the Applicant submitted an application to receive Downtown Micro Grant for property located at 102 1st Street North; and

WHEREAS, the Downtown Grant Review Board unanimously approved the application as follows:
Painting of the Sign Band to black, new flat panel building sign, and awning removal;

NOW, THEREFORE BE IT UNDERSTOOD AND AGREED:

- 1.) The Applicant will receive **up to \$1,088.24** in grant funds for the multi-faceted project at 102 1st Street North in accordance with the Downtown Grant Review Board stipulations of approval.
- 2.) The project shall be completed before June 7, 2022. The applicant may request an extension.
- 3.) The City of Newton will provide the grant funding as a reimbursement of completed and paid work.
 - a. Copies of all receipts for each project area shall be submitted to the City of Newton, Community Development Department, 403 West 4th Street North, Suite 501, Iowa 50208 for administrative verification of expenditures and applicant match.
- 4.) The applicant will provide a 1:1 match to the grant funds the project.
- 5.) The City will make timely reimbursement payment of grant funds upon completion of the project and verification of project expenses.

Applicant/Owner:

Miranda Caldwell
Glasshouse Incubator, LLC

Date

For City of Newton:

Michael L. Hansen, Mayor

Date