Monday, July 17, 2023
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:
A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

IV. Approval of Minutes

Approval of Minutes of June 20, 2023 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Ordinance Annexing Territory 4469 Commercial Crossing
3. Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – 4469 N Commercial Crossing
4. Resolution Authorizing Contract for Pay and Benefits for I.A.F.F. Local 505 Fire Association
5. Resolution Authorizing the Purchase of Twelve (12) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems
6. Resolution Authorizing the Installation of Twelve (12) Opticom GPS Intersection Radio Units and Accessories by Egizii Electric Inc for Emergency Vehicle Preemption Systems

7. Resolution Authorizing City of Decatur to Enter Into a Purchase Agreement for the Purchase of Three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus
8. Ordinance Amending City Code Chapter 54.1 Video Gaming License
9. Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal
10. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2023 Ford F-450 Chassis
11. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for 2023 Trenchless Long Lining Repairs Project, City Project 2023-28
12. Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur
13. Resolution Authorizing Approval of Master Contract, Addendums to the Master Contract Between the State of Washington and Gillig, LLC with Additional State of Illinois Clauses Permitting the City of Decatur to Purchase E-Gen Flex Hybrid Buses
14. Resolution Authorizing Execution and Agreement of FY2024 Transit Downstate Operating Grant Agreement with Illinois Department of Transportation
15. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

    A. Ordinance Annexing Territory 3370 Burt Drive
    B. Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance
    C. Resolution Authorizing Supplement #1 to the Professional Services Agreement with Alfred Benesch & Company for the Comprehensive Operations Analysis Project City Project DPTS 2022-05
    D. Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic
    E. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2023
    F. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America
    G. Receiving and Filing of Minutes of Boards and Commissions
    H. Resolution Authorizing Action Regarding Unsafe Structures

I. Resolution Approving Appointment - City Plan Commission

VII. Other Business

VIII. Adjournment

Monthly Reports, June, 2023

SUBJECT: Approval of Minutes of June 20, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of June 20, 2023 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, June 20, 2023

On Monday, June 20, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Chuck Kuhle. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Allan Jackson, Bailey Gilbert, Kevin Watkins, Ponch Medina, Drew Johnson, Robert Walker, Ally Rawlins, Rodney Walker and Mark Allen.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the June 5, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no Unfinished Business, Mayor Moore Wolfe called for New Business.

City Manager Wrighton gave an overview of the proposed amendments to City Code, Chapter 52, Alcoholic Liquor.

Council members held a discussion on the proposed amendments.

The following citizens provided comments to the Council regarding the proposed amendments: Allan Jackson and Mark Allen.

Council members continued their discussion on the proposed amendments and were in favor of extending a moratorium on video gaming for another six months.

City Manager Wrighton presented the Financial Treasurer's Report.

2023-35 An Ordinance Amending the 2022 Budget Reconciliation Ordinance of the City of Decatur, Illinois, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2025-36 Ordinance Amending the City of Decatur Budget for the Fiscal Year Ending December 31, 2023, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Council members expressed their views about the proposed amendments to the budget.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Horn voted nay. Mayor Moore Wolfe declared the motion carried.

R2023-124 Resolution Accepting the Bid by DASS Enterprises, Doing Business As: Shaner's Towing for Towing Services for the Decatur Police Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Police Chief Shane Brandel gave an overview of the Resolution.

Council members discussed bids received from Shaner’s Towing and Prairieland Towing and talked about towing fees, customer service issues and expectations.

Upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Councilman Ed Culp voted nay. Councilman Dennis Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

R2023-125 Resolution Supporting Temporary Closure of a Portion of Lost Bridge Road, a Macon County Roadway for 217 Wiffle Ball Classic, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Rusty Johnson, Treasurer of 217 Wiffle Ball Classic, spoke about the history and mission of the 217 Wiffle Ball Classic and enhanced safety measures to ensure the safety of their patrons.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-126 Resolution to Appropriate Motor Fuel Tax Funds for the William Street At-Grade Crossing Closure with the Decatur & Eastern Illinois Railroad by Municipality Under the Illinois Highway Code, City Project 2022-37, Section No. 22-00237-00-IC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-127 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2023-08, Asphalt, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-128 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Hydrofluorosilicic Acid, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Amending Zoning Ordinance – Section II Definitions to Personal Services and Related Amendments, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Council members held a discussion on the proposed Ordinance.

Councilman Kuhle made a motion to table the Ordinance until additional information is received from staff, seconded by Councilman Culp.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through Q. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member wished to remove any items from the Consent Agenda Calendar. The Clerk read items A. through Q.:

A. Receiving and Filing of Minutes of Boards and Commissions

B. R2023-129 Resolution Approving Appointment - City Plan Commission

C. R2023-130 Resolution Approving Appointment - Library Board of Trustees

D. 2023-37 Ordinance Annexing Decatur Park District Owned Commercial Properties

E. 2023-38 Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-04-101-010

F. 2023-39 Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-16-354-028

G. 2023-40 Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-011

H. 2023-41 Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-012

I. 2023-42 Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-400-003

J. 2023-43 Ordinance Annexing Territory 2299 Mesa Drive

K. 2023-44 Ordinance Annexing Territory 1751 Danceland Road and Vacant Lot

L. R2023-131 Resolution Rescinding Resolution No. R2023-64 Accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor

M. R2023-132 Resolution Accepting the Bid for the Purchase of One (1) John Deere 6135E Cab Tractor

N. R2023-133 Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Decatur Public Schools Foundation to obtain Internet Access through the City of Decatur Fiber Network

O. R2023-134 Resolution Receiving and Filing the 2022 Official Zoning Map

P. R2023-135 Resolution Authorizing Action Regarding Unsafe Structures

Q. R2023-136 Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 2034 E. William St.

Councilwoman Gregory moved Items A. through Q. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Other Business.

Council members commended Mayor Moore Wolfe, Police Chief Brandel and community leaders for announcing a new initiative to help combat gun violence by enhanced curfew enforcement for minors.

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 8:00 p.m. under Open Meetings Act section (2)(c)(11) litigation, when an action

against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 8:15 p.m. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:15 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Backup Data	Backup Material

CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
June 2023

The Year in Play

The total revised budget for fiscal year 2023 authorizes $275.8 million in expenditures, against $236.7 million in authorized revenues.

The General Fund, as a part of the amended City budget, includes General Fund Revenue of $87.4 million and Expense of $89.5 million.

City Financial Position

The City of Decatur ended the month with a total cash position of $122.6 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $123.3 at the end of last month.

The City General Fund ended the month with a cash position of $26.3 million versus last month's cash position of $25.5 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 107 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at $20.9 million without the special project reserve.

City cash reserves are contained in Special Revenue funds ($21.6 million), TIF Redevelopment funds ($2.8 million), Capital funds ($2.8 million), Debt Service fund ($1.8 million), Internal Service funds ($5.2 million) and Enterprise funds ($61.7 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in $ millions, numbers may not add due to rounding

Fund Type	Apr-23	May-23	Jun-23	Comment
Special Revenue	22.5	22.5	21.6	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.1	3.1	2.8	Debt service and redevelopment agreement obligations
Capital	4.4	4.2	2.8	Capital funding available
Debt	1.8	1.8	1.8	Debt service obligations
Internal Service	4.8	4.9	5.2	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	60.7	61	61.7	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	97.3	97.5	95.9	
General Fund	23.4	25.5	26.3	Basic services to citizens and stakeholders
Total City Cash	120.8	123.3	122.3	

Changes of note in the period:

- Property tax distributions usually coming in the month of June, which will affect fund balances, however some years they are delayed, such as this year.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at $26.3 million. The current cash balance represents a cash reserve position of about 107 days. The general fund 90 reserve was calculated to be $20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	37,495	38,783	-3%
Expense	88,862	36,460	35,103	4%
Surplus	(1,765)	1,035	3,680	

Chart notes
1 – actual year to date general fund revenue and expense
2 – budget year to date general fund revenue and expense
3 – year to date percentage comparison of actual to budget
4 – annual budget from Council Adoption

Revenue Comments

- Projections are based on the adopted budget.
- In June of FY2023, the City's budget was amended to include an additional $340,000 of revenue.
- Revenue was under budget for the General Fund because of less revenue in building permits.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is $37.5 million versus budget to date revenue of $38.7 million, under budget by 3%.

Year to date position of revenue vs. budget - *Revenue numbers may not add due to rounding*

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	6,688,947	6,752,162	(63,215)	-1%
TELEPHONE UTILITY TAX	613,574	579,425	34,149	6%
FOOD & BEVERAGE TAX	2,022,806	1,972,835	49,970	2%
HOTEL AND MOTEL TAX	540,344	481,085	59,259	11%
LOCAL SALES TAX	6,415,907	6,417,145	(1,237)	0%
AVIATION FUEL TAX	10,599	4,000	6,599	62%
LOCAL USE TAX	1,536,530	1,549,595	(13,065)	-1%
AUTO RENTAL TAX	27,668	22,395	5,273	19%
UTILITY TAX - ELECTRIC & GAS	2,542,901	2,963,858	(420,958)	-17%
VIDEO GAMING TAX	1,212,188	1,176,950	35,238	3%
CABLE TV TAX	481,723	514,842	(33,119)	-7%
Sub Total	22,093,186	22,434,292	(341,106)	-2%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	50,511	-	50,511	100%
STATE REPLACEMENT TAX	1,914,981	1,252,197	662,784	35%
STATE INCOME TAX	6,183,128	7,084,909	(901,781)	-15%
FEDERAL GRANTS	-	250,000	(250,000)	
STATE GRANTS OR OTHER	-	75,000	(75,000)	
POLICE OT REIMBURSEMENTS	37,196	32,131	5,065	14%
CANNABIS TAX	53,865	61,757	(7,892)	-15%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	
Sub Total	8,290,783	8,755,994	(466,313)	-6%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	4,177,709	4,331,302	(153,593)	-4%
GENERAL GOV LICENSES/PERMITS				
Sub Total	747,059	1,338,680	(591,620)	-79%
GENERAL GOV OTHER				
Sub Total	1,635,764	1,923,463	(287,699)	-18%
General Fund Total (year-to-date)	**36,944,501**	**38,783,731**	**(1,839,230)**	-5%

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	6,688,947	48.1%	6,307,399	6.0%
Local Sales Tax (Gen Fund)	13,334,000	6,415,907	48.1%	5,994,991	7.0%
State Income Tax	11,874,000	6,183,128	52.1%	6,683,876	-7.5%
Utility Tax (Gas/Electric)	5,337,000	2,542,901	47.6%	2,780,355	-8.5%
Food & Beverage Tax (Gen Fund)	3,997,000	2,022,806	50.6%	1,843,771	9.7%
Use Tax	3,020,000	1,536,530	50.9%	1,448,219	6.1%
Video Gaming Tax	2,386,000	1,212,188	50.8%	1,165,297	4.0%
State/Local Replacement Tax (Gen Fund)	2,056,000	1,965,492	95.6%	2,238,929	-12.2%
Hotel & Motel Tax	1,152,000	540,344	46.9%	446,690	21.0%
Cable TV Tax	1,034,000	481,723	46.6%	507,234	-5.0%

General Fund Expense Comments

On a year-to-date basis, general fund spending is $36.4 million of a $88.6 million adopted budget.

Year to date position of expense vs. budget

	Actual	Yearly Revised Budget	% of Budget
General Government	9,442,869	19,328,490	49%
Developmental Services	1,895,529	4,287,539	44%
Public Safety	20,307,255	55,298,436	37%
Public Works	5,010,654	10,637,535	47%
General Fund Expense	36,460,551	89,552,000	41%

Expense numbers may not add due to rounding

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	$ 613	Federally approved programs
Federal CDBG	$ 12,105	Community Development Block Grant
State Drug Enforcement	$ 438,112	Police programs
Federal DUI Drug Enforcement	$ 345,809	Police programs
Building Fund	$ 1,188,984	R&M and capital of Library facility
Public Library	$ 523,277	Operational fund of Library
Library Capital	$ 998,995	Capital Expense requirements and cash reserves
Library Trust	$ 100,874	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$ 1,862,802	Street repairs and maintenance
Motor Fuel Tax	$ 5,914,802	Street repairs and maintenance
Community Revitalization	$ 9,016,178	Revitalization initiatives
2018 Project	$ (165,312)	General Obligation bond proceeds for construction of new fire stations
Capital Project	$ 49,153	Minimal funding available
Equipment Replacement	$ 924,646	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	$ 1,822,432	Debt payments on current debt issues
Fleet Maintenance	$ 700,940	Repair and maintenance of city vehicle fleet
Risk Management	$ 4,527,512	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	$ 38,255	Coverage for healthcare and other benefit expenses.
Public Transit Operations	$ (1,571,597)	Operational and capital funding of the transit system
Fiber Optics	$ 829,551	City investment in the next phase of a fiber optic network
Storm Water	$ 3,163,485	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	$ 13,577,605	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	$ 8,418,554	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	$ 24,535,733	Bond revenues in FY22
Grant	$ 427,378	Unbudgeted FY2022 grants
ARP	$ 1,987,124	Federal ARP funds as per city budget

Investments

City investments include about $52.1 million in US Treasury Bonds and an additional $20.3 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding was $126.9 million in outstanding principal as of June 2023. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is $11 million. This is 5% of the revised revenue budget of $236.7 million.

Of note, the property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is $15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of $941,610,236, with another $19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were $16 million, which is 6% of the annual revised expense budget of $275.8 million.

Water Utility

The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about $1.4 million of expenses over revenue. In FY2022, the comparable was $1.5 million revenue over expenses. In debt payments for the Fiscal Year, about $9.3 million has been paid out so far.

The report entitled “Water Utility Metrics” is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Current full-time staffing level is 432 FTEs versus budget of 465 FTEs. There are 29 part-time and temp employees.

Fiscal Year 2023

Fiscal Period Ending June 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk

Prepared By:

Office of the City Treasurer

City of Decatur **Month of: June 2023**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	25,584,363.73	5,834,342.07	5,079,931.00	25,630.43		26,364,405.23		26,364,405.23	0.00
	Special Revenue Funds									
14	PAYROLL FUND	51,412.00	0.00	0.00	0.00		51,412.00		51,412.00	
16	COMMUNITY GRANT FUND	(42,468.75)	0.00	0.00	0.00		(42,468.75)		(42,468.75)	
17	HOME FUND	(848.13)	21,337.96	19,876.96	0.00		612.87		612.87	
18	CDBG FUND	(23,960.95)	72,809.98	36,744.40	0.00		12,104.63		12,104.63	
22	DUATS FUND	48,541.66	50.89	22,101.05	0.00		26,491.50		26,491.50	
25	STATE DRUG ENFORCEMENT	374,854.56	63,382.87	125.00	0.00		438,112.43		438,112.43	
26	DUI FINES AND FEES FUND	233,569.68	5,240.57	12,550.18	0.00		226,260.07		226,260.07	
27	POLICE LAB & PROGRAMS	187,281.40	481.63	1,821.10	0.00		185,941.93		185,941.93	
30	FEDERAL DRUG ENFORCEMENT	346,609.81	209.10	1,009.70	0.00		345,809.21		345,809.21	
34	BUILDING FUND	625,981.31	652,671.53	89,668.38	0.00		1,188,984.46		1,188,984.46	
35	LIBRARY FUND	812,339.82	55,084.01	344,146.41	0.00		523,277.42		523,277.42	
36	MUNICIPAL BAND FUND	94,505.41	1,147.22	21,983.38	0.00		73,669.25		73,669.25	
37	FOREIGN FIRE INSURANCE FUND	202,173.96	304.85	38,111.25	0.00		164,367.56		164,367.56	
42	LOCAL STREETS & ROADS	1,763,472.22	164,477.04	65,147.26	0.00		1,862,802.00		1,862,802.00	
46	MOTOR FUEL TAX FUND	6,671,571.33	270,144.87	1,026,914.13	0.00		5,914,802.07		5,914,802.07	
58	LIBRARY CAPITAL	997,467.21	1,528.25	0.00	0.00		998,995.46		998,995.46	
59	LIBRARY TRUST FUNDS	102,208.77	111.33	1,445.97	0.00		100,874.13		100,874.13	
82	DCDF FUND	164,347.95	1,640.91	3,197.84	0.00		162,791.02		162,791.02	
84	COMMUNITY REVITALIZATION	9,303,597.79	17,240.84	304,661.10	0.00		9,016,177.53		9,016,177.53	
85	GRANT FUND	645,682.18	324.04	218,628.54	0.00		427,377.68		427,377.68	
	Total Special Revenue Funds	22,558,339.23	1,328,187.89	2,208,132.65	0.00	0.00	21,626,982.47	0.00	21,678,394.47	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	246,453.60	318.59	59,436.78	0.00		187,335.41		187,335.41	
21	WABASH CROSSING TIF	2,040,333.96	3,000.33	0.00	0.00		2,043,334.29		2,043,334.29	
23	EASTGATE TIF FUND	306,759.96	19,092.43	111,098.16	0.00		214,754.23		214,754.23	
24	SOUTHSIDE TIF FUND	185,740.47	273.12	0.00	0.00		186,013.59		186,013.59	
28	PINES SHOPPING CENTER TIF	122,906.52	3,172.60	113,759.76	0.00		12,319.36		12,319.36	
29	GRAND & OAKLAND TIF	236,630.73	6,084.76	0.00	0.00		242,715.49		242,715.49	
	Total TIF & Redevelpmnt Funds	3,138,825.24	31,941.83	284,294.70	0.00	0.00	2,886,472.37	0.00	2,886,472.37	0.00
	Capital Funds									
40	PEG CAPITAL FUND	124,956.68	143.30	50,592.80	0.00		74,507.18		74,507.18	
44	2018 PROJECT FUND	216,304.03	0.00	381,615.81	0.00		(165,311.78)	0.00	(165,311.78)	
45	CAPITAL PROJECT FUND	82,197.10	86.93	33,130.82	0.00		49,153.21		49,153.21	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,151,126.06	1,446.01	227,926.43	0.00		924,645.64		924,645.64	
99	AMERICAN RESCUE PLAN	2,631,901.62	0.00	644,778.00	0.00		1,987,123.62		1,987,123.62	
	Total Capital Funds	4,206,485.49	1,676.24	1,338,043.86	0.00	0.00	2,870,117.87	0.00	2,870,117.87	(481,816.00)

City of Decatur **Month of: June 2023**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	1,877,168.06	19,550.72	74,287.13	0.00		1,822,431.65		1,822,431.65	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	702,706.41	220,805.30	222,571.33	0.00		700,940.38		700,940.38	
64	RISK MANAGEMENT	4,221,550.12	343,589.72	37,627.93	0.00		4,527,511.91		4,527,511.91	
65	INSURANCE FUND	54,808.74	953,173.22	969,726.80	0.00		38,255.16		38,255.16	
	Total Internal Service Funds	4,979,065.27	1,517,568.24	1,229,926.06	0.00	0.00	5,266,707.45	0.00	5,266,707.45	0.00
	Enterprise Funds									
70	TRANSIT - OPERATION	(1,261,616.25)	591,544.86	901,525.18	0.00		(1,571,596.57)		(1,571,596.57)	
77	FIBER OPTICS	763,236.73	8,357.50	(57,957.14)	0.00		829,551.37		829,551.37	
78	STORM WATER	3,154,653.96	122,369.87	113,538.65	0.00		3,163,485.18		3,163,485.18	
79	SEWER FUND	12,925,253.27	1,004,083.31	351,731.88	0.00		13,577,604.70		13,577,604.70	
80	WATER FUND	7,260,396.13	2,864,654.21	1,736,855.67	30,359.74		8,418,554.41		8,418,554.41	
81	WATER CAPITAL	853,074.97	36,666.06	846,325.43	0.00		43,415.60		43,415.60	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	247,333.73	45,240.18	45,118.45	0.00		247,455.46		247,455.46	
89	2022 BOND FUND	24,606,888.86	71,844.50	143,000.17	0.00		24,535,733.19		24,535,733.19	
	Total Enterprise Funds	61,049,221.40	4,744,760.49	4,080,138.29	30,359.74	0.00	61,744,203.34	0.00	61,744,203.34	481,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	2,211,158.42	158,341.47	797,538.22	0.00		1,571,961.67		1,571,961.67	
90	FIRE PENSION INVESTMENTS	86,593,906.52	(1,070,621.43)	2,935.82	0.00			85,520,349.27	85,520,349.27	
	TOTAL FIRE PENSION	88,805,064.94	(912,279.96)	800,474.04	0.00	0.00	1,571,961.67	85,520,349.27	87,092,310.94	
91	POLICE PENSION FUND CASH	7,587,745.82	190,477.20	945,749.99	0.00		6,832,473.03		6,832,473.03	
91	POLICE PENSION INVESTMENTS	116,546,273.82	(1,478,724.26)	4,274.62	0.00			115,063,274.94	115,063,274.94	
	TOTAL FIRE PENSION	124,134,019.64	(1,288,247.06)	950,024.61	0.00	0.00	6,832,473.03	115,063,274.94	121,895,747.97	
	Total Trust & Agency Funds	212,939,084.58	(2,200,527.02)	1,750,498.65	0.00	0.00	8,404,434.70		208,988,058.91	0.00
	Total City Funds	336,332,553.00	11,277,500.46	16,045,252.34	55,990.17	0.00	130,985,755.08	0.00	331,620,791.29	
Memorandum Items										
	Pooled Cash Investments							50,975,916.33	50,975,916.33	
	City Funds ex Trust & Agency	123,393,468.42	13,478,027.48	14,294,753.69	55,990.17	0.00	122,581,320.38	50,975,916.33	122,632,732.38	0.00

City of Decatur

Month of : June 2023

Treasurer's Investment Report

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-			-		
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	2,919,892.58	2,975,400.00	-	991.85	(101.90)
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	1,250,000.00			-		
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	4,399,441.41	4,386,887.25	-	9,230.09	20,355.09
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00			-		
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	1,250,000.00			-		
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	3,872,666.01	3,808,600.00	3,309.43	2,459.51	8,084.51
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00			-		
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	1,250,000.00					
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,513,744.00	-	3,000.00	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	2,180,195.32	2,120,715.00	-	1,760.35	5,510.35
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00		-	-		
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	-	4,660.24	4,660.24
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	-	-	-	-	291.89	291.89
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	-	-	-	781.25	423.00	423.00
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	1,250,000.00	1,232,812.50	1,247,925.00	-	(293.51)	(293.51)
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	1,250,000.00	1,222,265.63	1,234,812.50	-	60.11	60.11
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	1,250,000.00	1,219,140.63	1,231,937.50	-	94.44	94.44
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,231,400.00	14,062.50	7,613.94	7,613.94
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,215,825.00	-	(293.51)	(293.51)
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,210,012.50	-	(159.70)	(159.70)
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,205,862.50	-	(76.41)	(76.41)
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,215,287.50	-	2,555.25	2,555.25
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,195,262.50	-	(135.87)	(135.87)
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,217,437.50	-	5,837.91	5,837.91
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,187,162.50	-	(880.54)	(880.54)
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,192,237.50	-	(1,019.01)	(1,019.01)
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,177,687.50	-	472.18	472.18
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,175,687.50	-	1,346.69	1,346.69
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,176,412.50	6,250.00	2,850.27	2,850.27
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,175,487.50	-	(2,641.58)	(2,641.58)
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,179,787.50	-	(1,916.44)	(1,916.44)
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,182,425.00	-	(534.99)	(534.99)
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,688,125.00	-	-	-
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,150,100.00	-	25.90	25.90
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	915,120.00	-	151.10	151.10
Federated US Treasury Cash Reserves		Liquid			10,517,617.48	10,517,617.48	10,488,671.74	44,899.92	106,265.20	
Total Investment(s)					52,417,617.48	50,975,916.33	50,700,012.99	69,303.10	155,825.86	82,145.48

Journal Entry

Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(2,080.15)	(10,036.66)	-		-	(12,116.81)
Gain/Loss from sale of bond	15,136.72	5,494.14	10,449.22	15,136.72		-	31,080.08
Interest (Income)	69,303.10	(28,184.65)	114,707.41	69,303.10	-	-	155,825.86
	84,439.82	(24,770.66)	115,119.97	84,439.82	-	-	174,789.13

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	-	2,500.00	3,428.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	-	32,911.67	32,911.67
United States Treasury Bill Zero 25 May 2023	May-Nov	5/25/2023	2.260%	4.650%	-	-	-	-	39,776.00	39,776.00
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	-	-	-	-	1,250.00	2,028.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%			-	1,250.00	1,250.00	985.05
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	2,000,000.00	1,942,812.50	1,996,680.00	-	1,250.00	1,086.96
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	2,000,000.00	1,954,041.39	1,954,041.39	-	1,250.00	1,250.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,030,963.00	11,625.00	23,250.00	11,949.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00			-		
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,929,380.00	-	(217.39)	(217.39)
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,364,795.00	-	(261.28)	(261.28)
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00			-		
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,633,598.00	-	(351.90)	(351.90)
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.250%	2,000,000.00			-		
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	2,000,000.00	1,903,750.00	1,904,300.00	(204.92)	(204.92)	(204.92)
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					756,966.68	756,966.68	840,943.31	2,330.96	7,724.49	
Total Investment(s)					*21,156,966.68*	*20,389,495.01*	*20,606,566.53*	*15,001.04*	*152,821.67*	*137,312.91*
GRAND TOTALS:					*73,574,584.16*	*71,365,411.34*	*71,306,579.52*	*84,304.14*	*308,647.53*	*219,458.39*

Journal Entry

Water Capital Bond	***Month***	***Quarter 1***	***Quarter 2***	***Quarter 3***	***Quarter 4***	***Unbooked***	***Booked***
Fees	*0.00*	*(4,032.05)*	*(4,080.61)*			-	*(8,112.66)*
Gain/Loss from sale of bond	*54,296.87*	*54,531.25*	*142,343.74*			-	*196,874.99*
Interest (Income)	*15,001.04*	*59,145.04*	*93,676.63*	-	-	-	*152,821.67*
	69,297.91	*109,644.24*	*231,939.76*	-	-	-	*341,584.00*

**Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost*

City of Decatur home ***Month of: June 2023***

Water Bond Issue - 2022 Bond Fund 89

Bond Issuance	**2022**
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description *Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds*

Debt Issue *GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects*

Project *The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the citys water and sewer utilities. The initial $133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant claifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.*

Actual Bond Spend Activity in Fiscal year 2022	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Total**
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	*transfer to water fund 80 for debt service*			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insuance Costs				378,149									
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
				-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	**January**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**	**Total**
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889							
Revenues													
Bond Proceeds	-	-	-	-	-	-							-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548							162,204
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297							196,875
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-							-
Bond Insuance Costs	-	-	-	-	-	-							-
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000							776,622
													-
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	-	-	-	-	-	-	776,622
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	-	-	-	-	-	-	

City of Decatur home **Month of:** June 2023

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018
Par Value of Bonds	8,000,000
Premium	806,021
Total Source of Funds	8,806,021
Total Use of Funds	8,806,021
Underwriter's Discount	56,000
Bond Insurance	26,104
Closing Costs	41,770
Bond Proceeds	8,682,147

Fund Description *Accounts for capital improvements that are financed by the proceeds from the issuance of bonds*

The 2018 GO Bonds included proceeds to finance the construction of three (3) new fire stations, replacing station 3 Fairview Millikin, station 5 Brentwood, and station 7 Airport.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of the construction of the three fire stations.

The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973					
Revenues																	
Investment Income							-	-	-	-	-	30,183	30,183				
Expenditures																	
Fire Station 3							-	-	-	-	-	8,190	8,190	8,190			
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,756		324,756		
Fire Station 7							-	-	303	-	-	-	303			303	
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,249	8,190	324,756	303	333,249
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081					

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711					
Revenues																	
Investment Income	594	24,394	858	7,975	25,171	1,645	3,855	1,342	44,383	9,094	956	33,797	154,064				
Expenditures																	
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000	19,000			
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,248		2,170,248		
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500			500	
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,748	19,000	2,170,248	500	2,189,748
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397					

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723					
Revenues																	
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690				
Expenditures																	
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,892	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-	-	100	-	-		500	655	-	-	79,785	81,040			81,040	
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222	262,892	421,289	81,040	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865					

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367					
Revenues																	
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,621				
Gain/Loss from investment			(6,715)					(5,012)					(11,727)				
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000				
Expenditures																	
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,740	2,760,740			
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136		140,136		
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,237			318,237	
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,114	2,760,740	140,136	318,237	3,219,114
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645					

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109					
Revenues																	
Investment Income	35	(175)	152	-	127	38	-	41	378	2,755	952	587	4,890				
Gain/Loss from investment	-	34	-	(204)	-	-	-	-			116		(54)				
Transfer from Other Funds	-	-	-	-	-	-	-	-					-				
Misc. Income												115,000					
Expenditures																	
No project code								1,408	4,755	5,678							
Fire Station 3	-	-	233	-	38,746	142,384		(543)			4,095		184,914	184,914			
Fire Station 5	-	-	-	-	-	-							-		-		
Fire Station 7	-	2,480	25,070	-	313,094	13,321	3,680	374,700	4,945	9,558	705,182	861,407	2,313,438			2,313,438	
Total Expenditures	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,498,352	184,914	-	2,313,438	2,498,352
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289		3,235,736	3,056,430	2,713,518	9,005,684

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	571,289	571,698	230,775	230,933	223,664	216,304											
Revenues																	
Investment Income	410	299	158	95	1,398	-							2,359				
Gain/Loss from investment	-	-	-	-	-	-							-				
Transfer from Other Funds	-	-	-	-	-	-							-				
Misc. Income	-	-	-	-	-	-											
Expenditures																	
No project code	-	-	-	-	1,305	3,050											
Fire Station 3	-	-	-	-	-	-							-	-			
Fire Station 5	-	-	-	-	-	-							-		-		
Fire Station 7	-	341,222	-	7,364	7,453	378,566							734,605			734,605	
Total Expenditures	-	341,222	-	7,364	8,758	381,616	-	-	-	-	-	-	734,605	-	-	734,605	734,605
Ending cash available	571,698	230,775	230,933	223,664	216,304	(165,312)	-	-	-	-	-	-		3,235,736	3,056,430	3,448,122	9,740,289

note 1 final number construction costs excludes $600.00 earnest payment for property acquisition in 2017
note 2 final number construction costs
note 3 construction costs for fire station 7
note 4 transfer from other funds ($480k) consists of $350k CUREs reimbursement and $130k reimbursement from fund 42 for IDOT related station 3 road work
note 5 FY2023 mi-year budget adjustment in June will transfer funds from ARP once final bills arrive to a maximum of $482,509

			Construction cost
Reconciliation	*Bond proceeds*	*8,682,147*	
	Interest income	*325,807*	
	Gain/Loss	*(11,780)*	
note 4	*Transfer from Other Funds*	*480,000*	
	Total available for spend	*9,476,174*	

	Fire 3	Fire 5	Fire 7	Total
	gz approved	*gz approved*	*gz approved*	
	3,231,642	*3,056,430*	*3,670,610*	*9,958,682*
	note 2	*note 1*	*note 3*	
			Total funds available for spend	*9,476,174*
available funds	*3,231,642*	*3,056,430*	*3,188,102*	*9,476,174*
yet to spend	*(4,094)*	*0*	*222,488*	*218,394*
Funding issue	-	-	*482,509*	*482,509*

City of Decatur **Period Ending: June 2023**

City Treasurer's Financial Report

General Fund Summary

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Adopted Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	5,834,342							37,495,923	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048	5,902,173							38,783,731	87,437,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	(855,810)	(67,830)	-	-	-	-	-	-		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	(1,219,977)	(1,287,808)	-	-	-	-	-	-	(1,287,808)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363	3,452,145	3,528,161							22,818,380	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100	3,626,837							24,491,897	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	(300,955)	(98,676)	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	(1,574,841)	(1,673,517)	-	-	-	-	-	-	(1,673,517)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056	1,503,413	1,551,770							13,642,171	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081	1,384,333							10,611,556	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	(285,668)	167,437	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	2,863,178	3,030,615	-	-	-	-	-	-	3,030,615	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	-	-	-	-	-	-	36,460,551	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	5,011,170	-	-	-	-	-	-	35,103,453	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	(586,622)	68,761	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	1,288,337	1,357,098	-	-	-	-	-	-	1,357,098	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	2,110,679	754,411	-	-	-	-	-	-	1,035,372	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	891,002	-	-	-	-	-	-	3,680,278	(1,425,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	(269,188)	(136,591)	-	-	-	-	-	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	(2,508,315)	(2,644,906)	-	-	-	-	-	-	(2,644,906)	
Beginning Cash Balance	25,180,137	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	-	-	-	-	-	-		
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)	86,958	25,630								
Ending Cash Balance	25,730,115	25,178,805	24,816,422	23,386,727	25,584,364	26,364,405	-	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: June 2023

Div	Month of Fiscal Year / Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																
PROPERTY TAX TOTAL																
var	REAL ESTATE TAX-CIVIL CITY var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS var						-	-	-	-	-	-	-	-	1,841,409	0%
	OTHER TAXES TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																
var	LOCAL SALES TAX var	1,157,380	1,134,252	1,246,328	954,992	947,436	1,063,989	-	-	-	-	-	-	6,504,377	13,501,160	48%
var	STATE SALES TAX var	1,168,660	1,127,485	1,289,943	1,033,077	1,002,240	1,144,522	-	-	-	-	-	-	6,765,927	14,061,840	48%
	OTHER TAXES TOTAL	2,326,039	2,261,737	2,536,272	1,988,069	1,949,677	2,208,510	-	-	-	-	-	-	13,270,304	27,563,000	48%
	GENERAL FUND															
GENERAL GOV TAXES																
301103	PROPERTY TAX 10						-	-	-	-	-	-		-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX 10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX 10	1,155,830	1,114,655	1,277,113	1,020,247	989,410	1,131,692	-	-	-	-	-	-	6,688,947	13,914,000	48%
301202	TELEPHONE UTILITY TAX 10	100,718	101,222	121,496	107,186	89,187	93,766	-	-	-	-	-	-	613,574	1,183,000	52%
301203	FOOD & BEVERAGE TAX 10	349,168	310,308	314,152	344,283	356,811	348,084	-	-	-	-	-	-	2,022,806	3,997,000	51%
301204	HOTEL AND MOTEL TAX 10	71,531	89,816	74,851	111,415	78,123	114,607	-	-	-	-	-	-	540,344	1,152,000	47%
301205	LOCAL SALES TAX 10	1,142,635	1,119,507	1,231,583	940,247	932,691	1,049,244	-	-	-	-	-	-	6,415,907	13,334,000	48%
301206	AVIATION FUEL TAX 10	1,191	2,212	1,079	876	2,697	2,545	-	-	-	-	-	-	10,599	8,000	132%
301207	LOCAL USE TAX 10	253,475	267,197	323,206	226,274	208,488	257,890	-	-	-	-	-	-	1,536,530	3,020,000	51%
301208	AUTO RENTAL TAX 10	4,404	4,341	4,686	4,405	3,906	5,926	-	-	-	-	-	-	27,668	48,000	58%
301209	UTILITY TAX - ELECTRIC & GAS 10	494,772	511,814	459,507	411,867	357,677	307,264	-	-	-	-	-	-	2,542,901	5,337,000	48%
301210	VIDEO GAMING TAX 10	187,712	194,632	192,027	196,183	233,599	208,034	-	-	-	-	-	-	1,212,188	2,386,000	51%
301302	CABLE TV TAX 10	11,674	228,468	-	-	241,582	-	-	-	-	-	-	-	481,723	1,034,000	47%
	Sub Total	3,773,110	3,944,173	3,999,700	3,362,983	3,494,170	3,519,050	-	-	-	-	-	-	22,093,186	57,367,000	39%
GENERAL GOVERNMENT (INTERGOV)																
302102	LOCAL REPLACEMENT TAX 10	2,484	-	41,670	3,185	3,172	-	-	-	-	-	-	-	50,511	56,000	90%
302104	STATE REPLACEMENT TAX 10	538,022	-	266,524	423,429	687,006	-	-	-	-	-	-	-	1,914,981	2,000,000	96%
302105	STATE INCOME TAX 10	1,049,580	1,037,782	614,640	989,236	1,696,424	795,466	-	-	-	-	-	-	6,183,128	11,874,000	52%
302106	FEDERAL GRANTS 10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER 10	-	-	-	-	-	-	-	-	-	-	-	-	-	315,000	0%
302114	POLICE OT REIMBURSEMENTS 10	2,821	16,566	8,473	3,372	5,420	543	-	-	-	-	-	-	37,196	89,000	-
302121	CANNABIS TAX 10	8,951	8,922	8,729	10,073	8,504	8,686	-	-	-	-	-	-	53,865	119,000	0%
302126	OPIOID TREATMENT FUNDING 10	-	-	50,000	-	-	-							-	-	-
308879	ADDI REIMBURSEMENT 10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total	1,602,338	1,063,380	990,036	1,429,807	2,400,526	804,696	-	-	-	-	-	-	8,240,783	14,803,000	56%
GEN GOVERNMENT SERVICE CHARGE																
303607	PAYMENT IN LIEU OF TAXES 10	171,795	171,795	171,795	171,795	171,795	171,795	-	-	-	-	-	-	1,030,770	2,062,116	50%
303608	RISK & EE BENEFIT SERVICES 10	19,734	19,734	19,734	19,734	19,734	19,734	-	-	-	-	-	-	118,404	252,600	47%
303621	ADMIN SERVICES 10	188,066	188,066	188,066	188,066	188,066	188,066	-	-	-	-	-	-	1,128,396	2,423,500	47%
303622	PUBLIC WORKS SERVICES 10	143,053	143,053	143,053	143,053	143,053	143,053	-	-	-	-	-	-	858,318	1,646,000	52%
303626	BLDG INSPECTION SERVICES 10	10,375	10,375	10,375	10,375	10,375	10,375	-	-	-	-	-	-	62,250	100,000	62%
303628	SEWER FUND-EPA 10	31,334	31,334	31,334	31,334	31,334	31,334	-	-	-	-	-	-	188,004	371,688	51%
306700	IT SERVICES 10	83,924	83,924	83,924	83,924	83,924	83,924	-	-	-	-	-	-	503,544	1,021,700	49%
306707	CDBG PERSONNEL/EXP REIMB 10	43,191	40,601	42,746	17,618	21,723	30,888	-	-	-	-	-	-	196,767	410,000	48%
306751	HOME PERSONNEL/EXP REIMB 10	1,669	2,079	1,414	849	903	2,479	-	-	-	-	-	-	9,393	50,000	19%
306753	DUATS PERSONNEL/EXP REIMB 10	-	33,631	-	-	-	-	-	-	-	-	-	-	33,631	200,000	17%
306762	TRANSFER FROM COM. GRANTS 10	7,348	8,958	7,356	4,023	11,912	8,636	-	-	-	-	-	-	48,232	125,000	39%
	Sub Total	700,490	733,550	699,797	670,770	682,819	690,284	-	-	-	-	-	-	4,177,709	8,662,604	48%
GENERAL GOV LICENSES/PERMITS																
304300	ANIMAL REGISTRATION LATE FEES 10	380	1,235	670	300	2,570	1,240	-	-	-	-	-	-	6,395	15,000	43%
304302	GARBAGE HAULERS 10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES 10	4,550	1,550	1,200	1,127	1,425	875	-	-	-	-	-	-	10,727	28,000	38%
304304	LIQUOR LICENSES 10	-	250	3,677	100	143,125	330,921	-	-	-	-	-	-	478,073	531,000	90%
304305	RENTAL PROGRAM INCOME 10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES 10	5,960	6,461	4,186	3,914	1,444	177	-	-	-	-	-	-	22,142	371,000	6%
304401	BUILDING PERMITS 10	15,078	40,376	39,226	42,114	38,099	53,763	-	-	-	-	-	-	228,656	1,250,000	18%
304402	PIER PERMITS 10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total 10	27,033	49,872	48,960	47,556	186,663	386,975	-	-	-	-	-	-	747,059	2,257,000	33%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: June 2023

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	298	299	789	421	-	-	-	-	-	-	2,404	4,000	60%
303302	PARKING LOT 1	10	1,441	1,293	1,389	1,339	1,388	764	-	-	-	-	-	-	7,614	13,000	59%
303306	PARKING LOT 10	10	537	644	712	436	506	303	-	-	-	-	-	-	3,138	5,000	63%
303308	GARAGE C	10	7,325	1,367	1,470	670	1,580	1,863	-	-	-	-	-	-	14,275	28,000	51%
303310	RESIDENTIAL PARKING	10	900	480	300	540	420	120	-	-	-	-	-	-	2,760	4,000	69%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	1,225	1,053	2,607	-	-	-	-	-	-	9,647	20,000	48%
304490	ADMIN COURT FINES	10	2,418	2,620	3,689	3,400	4,998	13,320	-	-	-	-	-	-	30,445	68,000	45%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	2,656	1,755	4,040	-	-	-	-	-	-	13,963	32,000	44%
305501	COURT FINES	10	15,557	12,810	15,026	17,669	12,424	16,847	-	-	-	-	-	-	90,333	147,000	61%
305502	BOOT FEE	10	70	35	140	385	140	210	-	-	-	-	-	-	980	2,000	49%
305503	WEED CUTTING FEES	10	4,899	1,026	1,833	7,974	3,152	5,623	-	-	-	-	-	-	24,508	42,000	58%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	23,775	28,000	31,795	-	-	-	-	-	-	194,670	227,000	86%
305506	OVERTIME PARKING FEES	10	5,616	7,116	8,559	9,452	10,031	10,313	-	-	-	-	-	-	51,086	110,000	46%
305507	VARIANCE AND ZONING	10	-	250	250	300	150	-	-	-	-	-	-	-	950	3,000	32%
305513	OTHER FINES AND FEES	10	8,134	6,946	7,404	8,947	5,283	4,721	-	-	-	-	-	-	41,435	64,000	65%
305516	PET CITATIONS	10	217	9,249	3,696	3,483	5,890	2,954	-	-	-	-	-	-	25,490	68,000	37%
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	3,356	9,922	6,586	-	-	-	-	-	-	37,727	78,000	48%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub Total		88,550	86,325	100,675	85,906	87,479	102,486	-	-	-	-	-	-	551,422	915,000	60%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	24,385	14,423	19,327	19,226	-	-	-	-	-	-	123,317	200,000	62%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	22,499	22,373	-	-	-	-	-	-	44,871	4,000	1122%
	Sub Total	10	22,284	23,672	24,385	14,423	41,826	41,599	-	-	-	-	-	-	168,189	205,500	82%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	76,759	-	-	-	-	-	-	460,556	921,000	50%
303415	PROFESSIONAL STANDARDS	10	-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	-	-	-	-	-	9	35,000	0%
306700	TRANSFER FROM OTHER FUNDS	10					-	-								-	
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	10	-	-	-	-	-	-	10	40,000	0%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	87	15,760	-	-	-	-	-	-	-	97,739	43,000	227%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	(226)	955	-	-	-	-	-	-	-	3,258	-	-
308870	DONATIONS	10	-	-	-	-	-	175,000	-	-	-	-	-	-	175,000	175,000	100%
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	-	-	-	-	-	-	3,053	5,000	61%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	(9,265)	(3,836)	297	-	-	-	-	-	-	(13,255)	9,000	-147%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	6,169	22,178	5,691	1,555	-	-	-	-	-	-	48,379	20,000	242%
	Sub Total	10	160,209	86,788	89,268	92,956	95,329	253,622	-	-	-	-	-	-	778,171	1,266,896	61%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-		-	17,000	0%
	Sub Total	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010	FIRE PROGRAMS	10	80	17,312	160	180	603	160	-	-	-	-	-	-	18,495	496,000	4%
	Sub Total		80	267,954	160	180	603	160	-	-	-	-	-	-	269,137	538,000	50%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	3,900	-	-	-	-	-	-	6,123	16,000	38%
305514	POLICE RECORDS	10	2,521	1,814	1,426	1,798	1,918	1,557	-	-	-	-	-	-	11,034	19,000	58%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
	Sub Total		4,311	2,246	1,426	1,798	1,918	5,457	-	-	-	-	-	-	17,156	85,000	20%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
	Sub Total		34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	24,770	48,221	31,647	47,637	30,012	-	-	-	-	-	-	219,125	550,000	40%
303606	WATER STREET CUTS	10	29,361	27,251	-	31,053	27,268	-	-	-	-	-	-	-	114,933	255,000	45%
	Sub Total		66,199	52,021	48,221	62,699	74,905	30,012	-	-	-	-	-	-	334,058	805,000	41%
	General Fund Total		**6,479,130**	**6,309,981**	**6,002,627**	**5,803,605**	**7,066,238**	**5,834,342**	**-**	**-**	**-**	**-**	**-**	**-**	**37,445,923**	**87,437,000**	43%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: June 2023

Div	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																
various COMMUNITY GRANT	16	1,148	-	-	-	10,000	-	-	-	-	-	-	-	11,148	138,000	8%
various HOME PROGRAM	17	38,168	1,321	11,767	20,739	1,155	21,338	-	-	-	-	-	-	94,489	1,436,000	7%
various CDBG	18	61,595	3,590	110,281	41,737	209	72,810	-	-	-	-	-	-	290,221	2,679,188	11%
various OLDE TOWNE TIF	19	176	183	168	102	545	319	-	-	-	-	-	-	1,493	1,067,653	0%
various WABASH CROSSING TIF	21	1,457	1,516	1,392	847	3,102	3,000	-	-	-	-	-	-	11,315	346,753	3%
various DUATS	22	24	96,715	49	25	95	51	-	-	-	-	-	-	96,958	421,000	23%
various EASTGATE TIF	23	18,909	18,929	18,927	18,866	19,346	19,092	-	-	-	-	-	-	114,069	379,131	30%
various SOUTHSIDE TIF	24	133	138	127	77	296	273	-	-	-	-	-	-	1,044	51,103	2%
various STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	399	63,383	-	-	-	-	-	-	131,404	103,500	127%
various DUI COURT FINES	26	6,134	4,946	4,598	6,323	4,402	5,241	-	-	-	-	-	-	31,644	107,100	30%
various POLICE PROGRAMS/LAB	27	147	139	218	78	293	482	-	-	-	-	-	-	1,356	1,800	75%
various PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	3,242	3,173	-	-	-	-	-	-	19,024	114,208	17%
various GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	6,060	6,085	-	-	-	-	-	-	35,682	205,561	17%
various FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	218	209	-	-	-	-	-	-	101,244	85,200	119%
various BUILDING FUND	34	51,868	201,843	51,784	51,490	52,010	652,672	-	-	-	-	-	-	1,061,666	739,583	144%
various LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	265,207	55,084	-	-	-	-	-	-	906,996	5,551,754	16%
various BAND	36	1,090	2,438	2,654	1,064	1,173	1,147	-	-	-	-	-	-	9,565	83,040	12%
various FOREIGN FIRE INSURANCE	37	269	247	248	248	343	305	-	-	-	-	-	-	1,661	185,550	1%
various PEG PROJECTS	40	2,419	11,459	81	48	13,408	143	-	-	-	-	-	-	27,559	68,543	40%
various LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	147,736	164,477	-	-	-	-	-	-	899,071	1,840,000	49%
various 2018 PROJECT FUND	44	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359	770	306%
various CAPITAL STREET PROJECTS	45	31	356,191	38	18	77,239	87	-	-	-	-	-	-	433,604	3,330,000	13%
various MFT PROJECTS	46	279,706	225,330	257,856	221,982	264,101	270,145	-	-	-	-	-	-	1,519,120	4,381,500	35%
various DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	20,003	19,551	-	-	-	-	-	-	1,928,330	2,669,449	72%
various LIBRARY CAPITAL	58	763	741	681	414	1,359	1,528	-	-	-	-	-	-	5,486	950,700	1%
various LIBRARY TRUST FUNDS	59	376	119	407	193	505	111	-	-	-	-	-	-	1,711	9,000	19%
various FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	272,986	220,805	-	-	-	-	-	-	1,615,750	3,246,884	50%
various EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	12,463	1,446	-	-	-	-	-	-	2,087,393	4,250,500	49%
various RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	343,672	343,590	-	-	-	-	-	-	2,057,740	4,059,600	51%
various EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	943,500	953,173	-	-	-	-	-	-	5,961,700	13,316,273	45%
various PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	1,050,822	591,545	-	-	-	-	-	-	5,183,357	17,973,575	29%
various FIBER OPTICS	77	7,735	383,744	7,429	1,952	104,525	8,358	-	-	-	-	-	-	513,742	500,550	103%
various STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	181,133	122,370	-	-	-	-	-	-	938,543	1,928,969	49%
various SEWER PROJECTS	79	642,339	628,425	682,108	576,550	316,822	1,004,083	-	-	-	-	-	-	3,850,328	7,018,000	55%
various WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	2,849,636	2,864,654	-	-	-	-	-	-	16,312,122	33,408,669	49%
various WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	24,906	36,666	-	-	-	-	-	-	1,450,995	5,500,000	26%
various DCDF	82	1,518	1,524	1,548	1,556	1,649	1,641	-	-	-	-	-	-	9,436	18,000	52%
various COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	15,950	17,241	-	-	-	-	-	-	72,421	1,073,420	7%
various GRANTS	85	116	121	494,025	268	407	324	-	-	-	-	-	-	495,262	6,100,000	8%
various RECYCLING	88	56,771	53,264	68,224	55,736	67,575	45,240	-	-	-	-	-	-	346,810	725,000	48%
various WATER BOND FUND	89	40,532	20,046	59,380	72,802	94,476	71,845	-	-	-	-	-	-	359,079	-	-
various FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	1,066,487	(912,280)	-	-	-	-	-	-	2,827,195	9,850,556	29%
various POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	1,227,353	(1,288,247)	-	-	-	-	-	-	3,326,623	13,410,684	25%
various AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Grand Total Revenues		10,667,622	26,411,753	9,325,199	18,426,118	16,534,445	11,277,500	-	-	-	-	-	-	92,592,637	236,763,766	39%

City of Decatur, Macon County home
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

Net Assessed Value $: 941,610,236 not certified
City Tax Rate: 1.62733% not certified

Assessed Value Year 2022
Pay Year 2023
In Process

note	Tax Levy Item	Fund	Net Assessed Value not certified	Tax Rate certified (input)	Tax Levy $ Amount ordinance (input)	Extension $ Amount not certified (input)	Billed $ Amount not certified
	General Obligation Bond Debt	50	941,610,236	0.06945%	653,928.00	653,928.00	653,928.00
	General Purpose	10	941,610,236	0.00000%	-	-	-
	Fire Pension	10	941,610,236	0.64783%	6,100,000.00	6,100,000.00	6,100,000.00
	Police Pension	10	941,610,236	0.58729%	5,530,000.00	5,530,000.00	5,530,000.00
	City Library	35	941,610,236	0.31568%	2,972,500.00	2,972,500.00	2,972,500.00
	Municipal Band	36	941,610,236	0.00708%	66,700.00	66,700.00	66,700.00
	Public Transit	70					
	xxxxx	xx					
1	**Total City**		941,610,236	1.62733%	15,323,128.00	15,323,128.00	15,323,128.00
			ok	ok	ok	ok	ok

	TIF District (tax code district)		AV Increment Value not certified (input)	Tax Rate certified (input)	AV Increment $ Amount	Extension $ Amount not certified (input)	Billed $ Amount not certified
	ZTF3 Pines TIF (4062)	28	781,248	0.00000%	-	-	-
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	0.00000%	-	-	-
	ZTF6 Near North TIF (4455)	21	3,531,077	0.00000%	-	-	-
	ZTF8 Eastgate TIF (9543)	23	1,684,970	0.00000%	-	-	-
	ZTF0 Grand & Oakland (4062)	29	1,361,874	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	517,439	0.00000%	-	-	-
	xxxxx	xx	-	0.00000%	-	-	-
2	**Redevelopment TIF**		19,203,421		-	-	-
			ok		ok	ok	ok
	Total Property Tax Levy				15,323,128.00	15,323,128.00	15,323,128.00

Note(s)

1 *Data per City of Decatur 2022 Tax Levy - certification and extension dated May xx, 2023 certified May xx, 2023 received by City May xx, 2023*

2 *Data per Macon County - AV increment, Tax Rates, certification and extension dated May xx, 2023 received by City May xx, 2023*

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County home
Property Tax Levy
City and TIF Districts
Tax Collections

Assessed Value Year 2022
Pay Year 2023
In Process

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 xx/xx/2023	input Distribution 2 xx/xx/2023	input Distribution 3 xx/xx/2023	input Distribution 4 xx/xx/2023	input Distribution 5 xx/xx/2023	input Distribution 6 xx/xx/2023	input Distribution 7 xx/xx/2023	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate
GO Bond Debt	50	653,928.00	99.0%	647,389.00	-	-	-	-	-	-	-	-	647,389.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	-	-	-	-	-	-
Fire Pension	10	6,100,000.00	99.0%	6,039,000.00	-	-	-	-	-	-	-	-	6,039,000.00	0.0%
Police Pension	10	5,530,000.00	99.0%	5,474,700.00	-	-	-	-	-	-	-	-	5,474,700.00	0.0%
City Library	35	2,972,500.00	99.0%	2,942,775.00	-	-	-	-	-	-	-	-	2,942,775.00	0.0%
Municipal Band	36	66,700.00	99.0%	66,033.00	-	-	-	-	-	-	-	-	66,033.00	0.0%
Mass Transit												-	-	
												-	-	
Total City		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%
											City Collection Rate:	0.0%		
ZTF3 Pines (4062)	28	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF5 Olde Towne (4555)	19	-	98.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF6 Near North (4455)	21	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF8 Eastgate (9543)	23	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTF0 Grand/Oakland (xxxx)	29	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
ZTFA Southside (xxxx)	24	-	100.0%	-	-	-	-	-	-	-	-	-	0	-
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-	-	-	-	-
											City Collection Rate:	#DIV/0!		
Total Property Tax Levy		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	0.0%		

Note(s)

1 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
2 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
3 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
4 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
5 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
6 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
7 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023

Footnote (Not a part of City Tax Levy)		input Distribution 1 xx/xx/2023	input Distribution 2 xx/xx/2023	input Distribution 3 xx/xx/2023	input Distribution 4 xx/xx/2023	input Distribution 5 xx/xx/2023	input Distribution 6 xx/xx/2023	input Distribution 7 xx/xx/2023	Total Distribution
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-	-
Total County Distribution to Civil City		-	-	-	-	-	-	-	-
		xx	xx	xx	xx	xx	xx	xx	

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-				-	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		-	-	-	-	-	-	-	-	-
		xx	xxxxx	xx	xx	xx	xx	xx		

GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Fire Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
Police Pension	10-0231-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
City Library	35-59350-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-
Municipal Band	36-43360-301103	-	ZTFA SS Redevelopment (xx)	24-43241-301103	-
			xxxxx	xx	-

reonciliation of receipts and recording		
agree w/row 18	-	ok
agree w/row 27	-	ok
agree w/row 43	-	ok
agree w/row 48	-	ok
test s/b "0"	-	

Prepared By:
Office of the City Treasurer

City of Decatur **June 2023**

City Treasurer's Financial Report

Expenditure Tracking

Div		Fund	Month of Fiscal Year 1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	4,199	3,172	2,826	2,905	-	-	-	-	-	-	29,190	64,463	64,463	45%
015	EXECUTIVE	10	72,183	54,152	82,419	58,666	57,216	58,347	-	-	-	-	-	-	382,984	770,672	770,672	50%
016	HUMAN RESOURCES	10	45,270	45,750	69,813	48,608	47,700	52,816	-	-	-	-	-	-	309,957	623,556	623,556	50%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	334,398	135,244	307,715	-	-	-	-	-	-	1,149,901	2,052,613	2,052,613	56%
018	DATA & COMMUNICATIONS	10	22,224	38,806	38,201	24,451	23,618	24,093	-	-	-	-	-	-	171,393	526,284	526,284	33%
020	LEGAL	10	103,406	76,105	99,237	66,262	77,676	59,913	-	-	-	-	-	-	482,601	1,014,417	1,114,417	43%
035	FINANCE	10	127,595	113,476	165,517	115,319	188,014	128,493	-	-	-	-	-	-	838,415	1,764,361	1,914,361	44%
037	PURCHASING	10	16,202	16,561	33,737	17,296	15,221	14,997	-	-	-	-	-	-	114,014	214,114	214,114	53%
038	CIVIC CENTER	10	54,216	17,185	50,719	(165)	53,460	33,951	-	-	-	-	-	-	209,367	558,760	558,760	37%
039	CITY GENERAL ADMINISTATIVE	10	648,568	2,481,673	58,204	2,067,500	178,814	124,534	-	-	-	-	-	-	5,559,292	11,106,750	11,081,750	50%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	26,756	47,788	41,448	-	-	-	-	-	-	195,755	407,500	407,500	48%
	Sub Total		1,204,660	2,988,748	810,406	2,762,264	827,578	849,212	-	-	-	-	-	-	9,442,869	19,103,490	19,328,490	49%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	41,240	44,304	36,848	-	-	-	-	-	-	315,736	682,245	682,245	46%
052	BUILDING INSPECTIONS	10	61,371	62,316	96,606	66,736	66,454	64,072	-	-	-	-	-	-	417,555	830,764	830,764	50%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	139,537	144,828	183,570	-	-	-	-	-	-	716,661	1,666,078	1,666,078	43%
054	REVITALIZATION & HOUSING	10	44,282	45,288	68,294	44,845	44,391	40,968	-	-	-	-	-	-	288,068	734,545	734,545	39%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	84,356	-	-	-	-	-	-	157,509	373,907	373,907	42%
	Sub Total		288,832	241,438	363,109	292,358	299,977	409,815	-	-	-	-	-	-	1,895,529	4,287,539	4,287,539	44%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	2,608,030	2,162,887	1,860,826	1,918,825	-	-	-	-	-	-	12,873,014	32,097,738	32,562,738	40%
070	FIRE	10	1,192,135	1,097,502	1,607,985	1,200,791	1,192,950	1,142,877	-	-	-	-	-	-	7,434,241	22,735,698	22,735,698	33%
	Sub Total		3,650,425	2,961,659	4,216,015	3,363,677	3,053,776	3,061,703	-	-	-	-	-	-	20,307,255	54,833,436	55,298,436	37%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	29,930	28,435	30,838	-	-	-	-	-	-	179,202	531,699	531,699	34%
082	ENGINEERING	10	91,327	86,040	138,130	97,069	105,872	102,591	-	-	-	-	-	-	621,028	1,408,068	1,408,068	44%
083	MUNICIPAL SERVICES	10	416,508	385,976	476,287	363,055	369,834	373,065	-	-	-	-	-	-	2,384,724	5,260,111	5,260,111	45%
084	STREETS	10	103,032	89,136	93,798	105,060	102,186	91,147	-	-	-	-	-	-	584,360	1,262,881	1,262,881	46%
086	TRAFFIC & PARKING	10	111,345	109,397	127,913	150,915	122,905	102,401	-	-	-	-	-	-	724,876	1,361,493	1,361,493	53%
088	LAND & BUILDING MGMT	10	41,613	37,966	85,883	51,091	44,996	59,159	-	-	-	-	-	-	320,709	813,283	813,283	39%
	Sub Total		790,575	734,823	958,951	797,120	774,228	759,201	-	-	-	-	-	-	4,814,898	10,637,535	10,637,535	45%
	General Fund Expenditure Total		5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	5,079,931	-	-	-	-	-	-	36,460,551	88,862,000	89,552,000	41%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	249	40,000	-	-	-	-	-	-	-	-	40,515	138,000	138,000	29%
17	HOME PROGRAM	17	36,977	5,936	4,956	19,845	17,561	19,877	-	-	-	-	-	-	105,152	1,225,875	1,225,875	9%
18	CDBG PROGRAM	18	64,159	46,478	66,835	39,300	39,816	36,744	-	-	-	-	-	-	293,332	2,666,797	2,666,797	11%
22	DUATS	22	9,699	42,943	23,115	503	10,728	22,101	-	-	-	-	-	-	109,088	421,000	421,000	26%
70	PUBLIC TRANSIT	70	645,842	785,791	844,929	784,251	774,853	901,525	-	-	-	-	-	-	4,737,191	17,446,823	17,446,823	27%
82	DCDF	82	631	11	2,776	79	9	3,198	-	-	-	-	-	-	6,703	174,700	174,700	4%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	514,927	223,999	304,661	-	-	-	-	-	-	2,116,574	9,550,000	9,385,000	23%
88	RECYCLING	88	78,363	44,709	75,767	71,368	91,137	45,118	-	-	-	-	-	-	406,463	592,185	592,185	69%
	Sub Total		980,906	1,261,379	1,611,133	1,470,273	1,158,104	1,333,225	-	-	-	-	-	-	7,815,019	32,215,380	32,050,380	24%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	59,437	-	-	-	-	-	-	59,437	1,078,386	1,078,386	6%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	111,098	-	-	-	-	-	-	111,098	350,000	350,000	32%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	113,760	-	-	-	-	-	-	113,760	110,000	110,000	103%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
	Sub Total		-	-	-	-	-	284,295	-	-	-	-	-	-	284,295	2,141,803	2,141,803	13%

City of Decatur **June 2023**

City Treasurer's Financial Report

Expenditure Tracking

Div	Fund	Month of Fiscal Year 1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																	
25 STATE DRUG ACTIVITIES	25	2,842	11,200	-	318	10,245	125							24,730	100,000	100,000	25%
26 DUI COURT FINES	26	456	1,497	1,682	2,744	177	12,550							19,106	104,000	104,000	18%
27 POLICE PROGRAMS/LAB	27	-	-	-	-		1,821							1,821	25,000	25,000	7%
30 FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756		1,010							3,866	85,000	85,000	5%
37 FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558	7,517	38,111							131,957	185,550	185,550	71%
Sub Total		20,733	38,887	32,928	17,376	17,938	53,617	-	-	-	-	-	-	181,480	499,550	499,550	36%
Debt Service																	
50 DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	74,287	-	-	-	-	-	-	1,386,656	2,707,230	2,707,230	51%
Sub Total		-	1,312,369	-	-	-	74,287	-	-	-	-	-	-	1,386,656	2,707,230	2,707,230	51%
Public Works																	
42 LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	65,147	-	-	-	-	-	-	658,812	3,179,971	3,179,971	21%
44 2018 PROJECT FUND	44	-	341,222	-	7,364	8,758	381,616	-	-	-	-	-	-	738,960	900,000	900,000	82%
45 CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	25,867	33,131	-	-	-	-	-	-	444,285	3,330,000	3,330,000	13%
46 STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	57,667	1,026,914	-	-	-	-	-	-	1,837,870	5,943,154	5,943,154	31%
60 FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	228,361	222,571	-	-	-	-	-	-	1,280,967	3,117,421	3,117,421	41%
61 EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	249,819	227,926	-	-	-	-	-	-	2,127,295	5,252,000	5,252,000	41%
78 STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	202,229	113,539	-	-	-	-	-	-	710,170	3,092,392	3,092,392	23%
79 SEWER PROJECTS	79	974,785	649,208	735,395	597,707	208,989	351,732	-	-	-	-	-	-	3,517,816	14,452,128	14,452,128	24%
Sub Total		1,727,011	2,493,202	1,755,540	1,936,157	981,690	2,422,576	-	-	-	-	-	-	11,316,176	39,267,066	39,267,066	29%
Library																	
35 LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	310,813	344,146	-	-	-	-	-	-	2,039,436	5,518,850	5,518,850	37%
58 LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59 LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	1,378	1,446	-	-	-	-	-	-	7,226	120,000	120,000	6%
Sub Total		459,410	319,744	442,023	309,182	312,191	345,592	-	-	-	-	-	-	2,188,142	6,888,850	6,888,850	32%
Internal Service and Other																	
34 BUILDING FUND	34	71,840	171,036	250,492	163,885	70,923	89,668	-	-	-	-	-	-	817,844	871,923	871,923	94%
36 BAND	36	2,048	636	217	1,847	216	21,983	-	-	-	-	-	-	26,948	82,102	82,102	33%
40 PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	2,190	50,593	-	-	-	-	-	-	70,129	88,963	88,963	79%
64 RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	57,062	37,628	-	-	-	-	-	-	910,111	3,958,988	3,958,988	23%
65 BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	1,112,694	969,727	-	-	-	-	-	-	6,661,358	14,028,689	14,028,689	47%
77 FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	9,142	(57,957)	-	-	-	-	-	-	(57,814)	1,306,920	1,306,920	-4%
85 GRANT FUND	85	-	-	11,385	-	-	218,629	-	-	-	-	-	-	230,014	6,000,000	6,000,000	4%
99 AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	20,866	644,778	-	-	-	-	-	-	747,678	1,509,300	1,509,300	50%
Sub Total		1,490,899	1,408,808	1,522,174	1,736,245	1,273,093	1,975,049	-	-	-	-	-	-	9,406,267	27,846,885	27,846,885	34%
Water Utility																	
80 WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	1,335,047	1,736,856	-	-	-	-	-	-	17,370,977	32,777,472	32,777,472	53%
81 WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	1,555,509	846,325	-	-	-	-	-	-	7,379,003	7,415,160	7,415,160	100%
89 2022 BOND FUND	89	55,798	-	367,487	1,200	209,137	143,000	-	-	-	-	-	-	776,622	14,279,569	14,279,569	5%
Sub Total		2,940,091	11,683,638	3,165,202	1,911,797	3,099,693	2,726,181	-	-	-	-	-	-	25,526,602	54,472,201	54,472,201	47%
Fudiciary Trust & Agency																	
90 FIRE PENSION	90	817,419	796,726	804,855	828,219	808,736	800,474	-	-	-	-	-	-	4,856,429	9,610,877	9,610,877	51%
91 POLICE PENSION	91	921,553	976,696	951,135	974,776	1,059,853	950,025	-	-	-	-	-	-	5,834,037	10,021,643	10,021,643	58%
Sub Total		1,738,973	1,773,422	1,755,989	1,802,995	1,868,589	1,750,499	-	-	-	-	-	-	10,690,466	19,632,520	19,632,520	54%
Grand Total Expenditures		15,292,514	27,218,116	16,633,471	16,399,445	13,666,855	16,045,252	-	-	-	-	-	-	105,255,654	274,533,485	275,058,485	38%

City of Decatur
Water Utility Financial Report
Operating Fund Statement of Revenue and Expense

Month of: **June 2023**

home

US$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue										
Water Sales	2,751,289	2,765,402	(14,113)	2,721,306	29,982	15,675,584	15,326,661	348,923	15,082,270	593,313
UCS Billing Reimb	11,905	13,722	(1,817)	13,069	(1,164)	71,430	82,335	(10,905)	78,414	(6,984)
Tapping Fees	875	722	153	885	(10)	12,250	12,982	(732)	15,910	(3,660)
Lake Lic. / Permits	41,319	63,321	(22,002)	61,602	(20,283)	221,754	218,743	3,011	212,521	9,233
Interest/Investment Income	12,416	94	12,321	167	12,249	40,677	660	40,017	1,168	39,509
Other Income	46,851	33,606	13,245	34,687	12,164	290,427	266,769	23,658	915,360	(624,933)
Total Revenue	2,864,654	2,876,867	(12,213)	2,831,716	32,938	16,312,122	15,908,149	403,972	16,305,643	6,478
Cost of Service										
801 Water Production	561,945	435,418	126,527	437,887	124,058	3,138,314	2,658,135	480,180	2,654,326	483,988
804 Water Services	292,771	292,960	(189)	267,846	24,925	1,686,802	1,836,836	(150,034)	1,681,171	5,631
Total Cost of Service	854,716	728,378	126,338	705,733	148,983	4,825,117	4,494,971	330,146	4,335,498	489,619
% of Revenue	29.8%	25.3%		24.9%		29.6%	28.3%		26.6%	
Water Gross Margin	2,009,938	2,148,489	(138,551)	2,125,983	(116,045)	11,487,005	11,413,178	73,826	11,970,145	(483,141)
% of Revenue	70.2%	74.7%		75.1%		70.4%	71.7%		73.4%	
Operating Expense										
802 Lake Management	151,692	181,900	(30,207)	116,960	34,732	636,559	879,976	(243,417)	555,442	81,118
803 Water Administration	349,587	408,584	(58,997)	362,721	(13,134)	2,083,130	2,479,201	(396,071)	2,194,743	(111,613)
805 Customer Service	71,300	80,939	(9,639)	69,555	1,745	472,470	519,890	(47,421)	446,030	26,440
Total Operating Expense	572,579	671,422	(98,843)	549,237	23,343	3,192,159	3,879,067	(686,908)	3,196,214	(4,055)
% of Revenue	20.0%	23.3%		19.4%		19.6%	24.4%		19.6%	
Margin Before Debt Service	1,437,359	1,477,066	(39,708)	1,576,746	(139,388)	8,294,846	7,534,112	760,734	8,773,931	(479,085)
% of Revenue	50.2%	51.3%		55.7%		50.9%	47.4%		53.8%	
Debt Service										
808 GO Bond Debt	128,720	159,475	(30,756)	162,085	(33,365)	8,194,123	6,802,867	1,391,256	6,914,194	1,279,929
809 IEPA - Nitrate Facility	-	-	-	-	-	-	122,800	(122,800)	122,211	(122,211)
80B IEPA - Water Tower	180,840	-	180,840	-	180,840	361,681	180,841	180,840	180,840	180,840
80C JCI - Auto Water Meter	-	-	-	-	-	797,898	805,969	(8,071)	778,295	19,602
Total Debt Service	309,560	159,475	150,085	162,085	147,475	9,353,701	7,912,477	1,441,224	7,995,541	1,358,160
% of Revenue	10.8%	5.5%		5.7%		57.3%	49.7%		49.0%	
Operating Income	1,127,799	1,317,591	(189,793)	1,414,661	(286,863)	(1,058,855)	(378,365)	(680,490)	778,390	(1,837,245)
% of Revenue	39.4%	45.8%		50.0%		-6.5%	-2.4%		4.8%	
Transfer to Capital										
CapEx Funding	-	-	-	-	-	-	-	-	-	-
Income after Capital Transfer	1,127,799	1,317,591	(189,793)	1,414,661	(286,863)	(1,058,855)	(378,365)	(680,490)	778,390	(1,837,245)
% of Revenue	39.4%	45.8%		50.0%		-6.5%	-2.4%		4.8%	

Balance Sheet Items (Operating Fund)			
Cash	8,418,554		7,849,511	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	8,418,554		7,849,511	
Accounts Receivable	2,905,161		4,748,557	

Prepared By: Office of the City Treasurer

City of Decatur **Month of: June 2023**

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund	
ADM Cost Share	-	1,000,000	-	1,000,000	1,000,000	Actual ADM cost share	
Grants	16,314	65,246	21,475	43,772	200,000		
Other	20,352	85,748	-	85,748	2,300,000	Other Transfers	
Total Revenue	36,666	1,150,995	21,475	1,129,520	5,500,000		
CapEx Project Spending							
Operating CapEx	-	-	-	-	-	81808112	423700
Professional Services	19,448	26,151	192,543	(166,392)	275,000	81808118	428000
Automotive Equipment		280,775	462,119	(181,343)	915,000	81808118	451000
Other Equipment	-	-	-	-	335,000	81808118	452000
System leak detection	-	-	-	-	34,848	81808118	486300
Water Main Replacement	227,424	1,464,288	168,068	1,296,220	2,325,318	81808118	488800
Water System Improvements	-	-	173,333	(173,333)	173,333	81808118	497000
SWTP Improvements	451,886	4,973,915	104,361	4,869,553	356,370	81808118	499200
Lake cap operating	103,766	380,905	660,829	(279,925)	1,705,192	81808122	423700
Lake cap land acq	-	-	-	-	100,000	81808128	450100
Lakefront Development	-	2,147	-		30,000	81808128	485660
Lake cap additional water	43,801	250,822	34,995	215,827	1,165,099	81808128	488900
Water Distribution System	-	-	-	-	-		
Total CapEx Spending	846,325	7,379,003	1,796,248	5,580,607	7,415,160		
Surplus (Deficit)	(809,659)	(6,228,008)	(1,774,774)		(1,915,160)		

Capital Fund Cash Position

Cash Position Start of Month	853,075	
Cash Position Close of Month	43,416	
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45

Prepared By: Office of the City Treasurer

City of Decatur home **June 2023**

Water Utility Financial Report

Key Metrics

Change the formulas in row "R" for the current month!

Current Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Water Bill Count														
Original Bills														
Residential	26,045	24,570	29,767	23,486	27,914	27,623							159,405	
Industrial	30	30	30	30	30	30							180	
Commercial	2,641	2,459	2,980	2,327	2,848	2,736							15,991	
Total	28,716	27,059	32,777	25,843	30,792	30,389	-	-	-	-	-	-	175,576	99.3%
Delinquent Bills														
Residential	7,399	6,442	7,849	7,420	8,071	8,394							45,575	
Industrial	-	-	1	-	-								1	
Commercial	452	365	417	446	447	474							2,601	
Total	7,851	6,807	8,267	7,866	8,518	8,868	-	-	-	-	-	-	48,177	102.4%
Total Bill Count	36,567	33,866	41,044	33,709	39,310	39,257	-	-	-	-	-	-	223,753	100.0%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023	14,090,814							68,770,190	104.4%
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662							250,652,470	98.1%
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865	12,302,835							61,058,831	102.0%
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	67,735,311	-	-	-	-	-	-	380,481,491	99.8%
Water Shut Offs	397	578	624	533	634	650							3,416	91.8%
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019							29,940	103.4%
Water Billed $														
Residential	713,684	655,213	734,445	639,338	761,753	917,354							$ 4,421,787	106.0%
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274							$ 7,178,644	102.5%
Commercial	531,637	512,087	538,180	495,811	600,355	669,731							$ 3,347,801	105.3%
Total	$ 2,426,292	$ 2,441,732	$ 2,393,604	$ 2,340,358	$ 2,511,886	$ 2,834,359							$ 14,948,231	104.1%
Penalty $	$ 12,708	$ 12,183	$ 28,499	12,293	13,795	15,286							$ 94,764	81.7%
Total Billed	$ 2,439,000	$ 2,453,914	$ 2,422,104	$ 2,352,652	$ 2,525,681	$ 2,849,644	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,042,995	103.9%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820							2,520,660	137.2%
$ Billed	130,629	134,580	120,195	128,738	132,577	149,733							$ 796,452	142.1%
Water Billed vs Cash Receipts														
Billed $	2,426,292	2,588,495	2,542,298	2,481,390	2,658,258	2,999,378							$ 15,696,111	105.2%
Cash Revenue $	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289							$ 15,675,584	101.6%
% Cash to Billed	108%	101%	101%	98%	101%	92%	-	-	-	-	-	-	99.9%	

Prior Year 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	Comparison w/21 Year End
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,220	7,620	7,117	7,729	7,259	8,562	7,450	7,173	5,802	7,613	88,433	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	383	410	414	487	424	521	379	397	355	439	4,971	
Total	8,089	6,563	8,603	8,032	7,531	8,216	7,683	9,083	7,829	7,570	6,157	8,052	93,408	162.1%
Total Bill Count	37,925	33,696	41,536	35,915	36,603	38,149	36,404	39,418	36,519	36,104	33,997	39,051	445,317	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,705,055	12,338,176	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	136,981,550	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,732	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,019	100.4%
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,092,742	69,932,335	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,518,927	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed $														
Residential	703,333	643,773	727,048	637,301	681,642	780,110	825,157	820,740	742,358	704,837	670,574	736,125	$ 8,672,999	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,026	647,131	703,415	649,857	600,205	548,219	554,569	$ 6,882,179	104.6%
Total	$ 2,361,409	$ 2,343,317	$ 2,325,396	$ 2,330,641	$ 2,317,643	$ 2,679,143	$ 2,753,419	$ 2,847,073	$ 2,730,359	$ 2,554,198	$ 2,422,162	$ 2,483,745	$ 30,148,504	102.8%
Penalty $	$ 28,636	$ 1,256	$ 14,002	44,879	12,766	14,478	14,411	18,681	7,829				$ 156,940	148.5%
Total Billed	$ 2,390,046	$ 2,344,573	$ 2,339,398	$ 2,375,521	$ 2,330,409	$ 2,693,620	$ 2,767,830	$ 2,865,754	$ 2,738,188	$ 2,554,198	$ 2,422,162	$ 2,483,745	$ 30,305,443	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed $	2,361,409	2,444,983	2,429,718	2,465,169	2,419,603	2,804,939	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	$ 31,569,385	103.1%
Cash Revenue $	2,170,717	2,780,145	2,521,253	2,446,589	2,751,289	2,751,289	2,785,495	3,079,668	2,751,289	795,849	2,751,289	2,602,017	$ 30,186,888	97.8%
% Cash to Billed	92%	114%	104%	99%	114%	98%	97%	104%	95%	29%	107%	99%	95.6%	

City of Decatur **Period Ending: June 2023**

Treasurer's Financial Report

Headcount Staffing Level

		Current Year Staffing Levels												Prior
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Yr End
Full Time Staffing														
Executive, City Clerk, Data/Comms	11	10	10	10	10	10	10	-	-	-	-	-	-	10
Finance	23	19	20	20	21	21	21	-	-	-	-	-	-	19
Human Resources	4	4	4	4	4	4	4	-	-	-	-	-	-	4
Information Technology	8	9	8	8	8	8	8	-	-	-	-	-	-	9
Corporation Counsel	7	7	7	7	7	6	7	-	-	-	-	-	-	7
Economic & Community Dev	27	26	26	26	25	24	24	-	-	-	-	-	-	27
Public Safety	270	250	247	244	246	251	250	-	-	-	-	-	-	249
Public Works	115	105	105	108	110	109	108	-	-	-	-	-	-	107
Total Full Time	465	430	427	427	431	433	432	-	-	-	-	-	-	432
Part Time Staffing														
Executive	-	-	-	-	1	2	2	-	-	-	-	-	-	-
Legislative	7	7	7	7	7	7	7	-	-	-	-	-	-	7
Finance	-	3	3	3	3	3	3	-	-	-	-	-	-	3
Human Resources	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	1	-	-	-	-	-	-	1
Public Safety	-	5	5	5	3	3	3	-	-	-	-	-	-	4
Public Works	-	1	1	2	3	13	13	-	-	-	-	-	-	-
Total Temporary	7	18	18	19	19	29	29	-	-	-	-	-	-	16
Total City Staff Headcount	472	448	445	446	450	462	461	-	-	-	-	-	-	448

Note: *Above report includes all City Staff, Full Time and Temporary W-2 EE's*

City of Decatur **Period Ending: June 2023**

Treasurer's Financial Report

Headcount Staffing Level

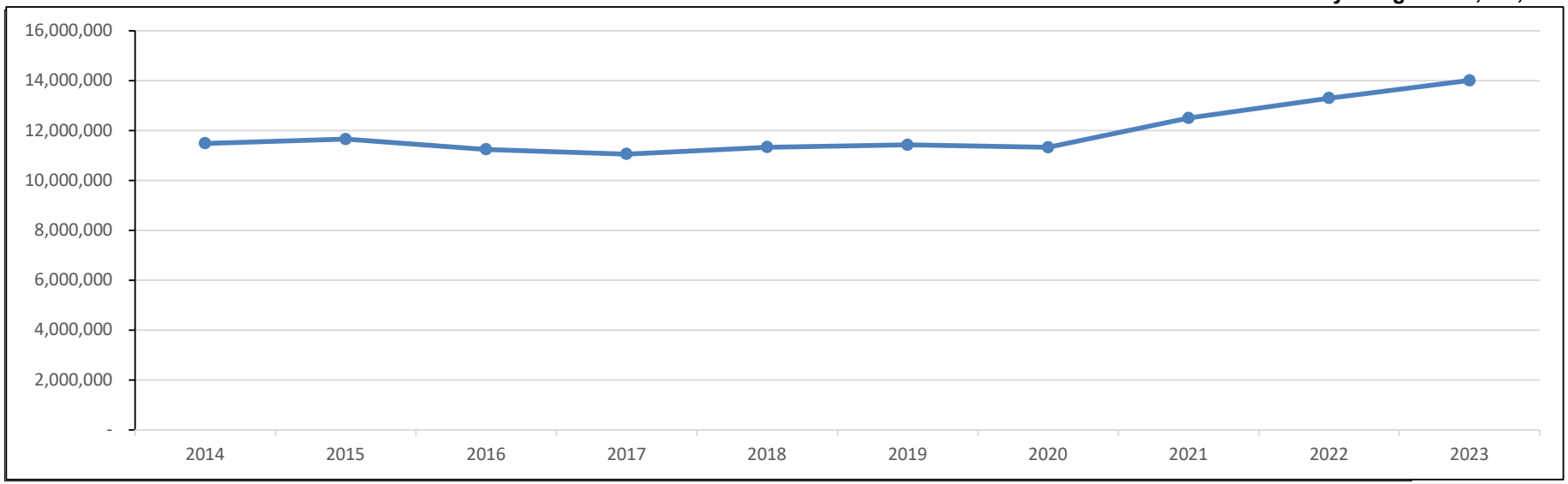
	Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6	6	6	7							5
Mass Transit & Facilities	4	4	4	4	4	4	3							4
Total	11	10	10	10	10	10	10	-	-	-	-	-	-	10
Finance														
Finance	14	12	12	12	13	13	13							12
Purchasing	2	1	2	2	2	2	2							1
Utility Customer Service	7	6	6	6	6	6	6							6
Total	23	19	20	20	21	21	21	-	-	-	-	-	-	19
Human Resources	4	4	4	4	4	4	4							4
Information Technology	8	9	8	8	8	8	8							9
Corporation Legal Counsel	7	7	7	7	7	6	7							7
Economic & Community Devel														
Planning, Sustainability, Admin	5	5	5	5	4	4	4							6
Building Inspections	7	7	7	7	7	7	7							7
Neighborhood Inspection	9	8	8	8	8	8	8							8
Neighborhood Services	6	6	6	6	6	5	5							6
Total	27	26	26	26	25	24	24	-	-	-	-	-	-	27
Public Safety														
Fire	109	105	105	104	103	103	102							106
Police	161	145	142	140	143	148	148							143
Total	270	250	247	244	246	251	250	-	-	-	-	-	-	249
Public Works														
PW Engineering	12	10	10	10	12	12	12							11
Fleet Maintenance	8	7	7	8	8	8	8							8
PW Municipal Services	46	44	43	45	46	45	45							43
PW Administration	2	2	2	2	2	2	2							2
Water Production (Admin)	3	2	2	2	2	2	2							2
Water Production (Lake)	7	6	6	6	6	6	6							5
Water Production South Plant	15	15	15	15	15	15	15							14
Water Services Distribution	22	19	20	20	19	19	18							22
Total	115	105	105	108	110	109	108	-	-	-	-	-	-	107
Total City Staffing	465	430	427	427	431	433	432	-	-	-	-	-	-	432
General Fund staffing	399	376	372	372	377	379	380	-	-	-	-	-	-	368
Other Fund staffing	66	54	55	55	54	54	52	-	-	-	-	-	-	55
Total staffing	465	430	427	427	431	433	432	-	-	-	-	-	-	423

Note: *Above report includes all Full Time W-2 EE's*

STATE SALES TAX

Home

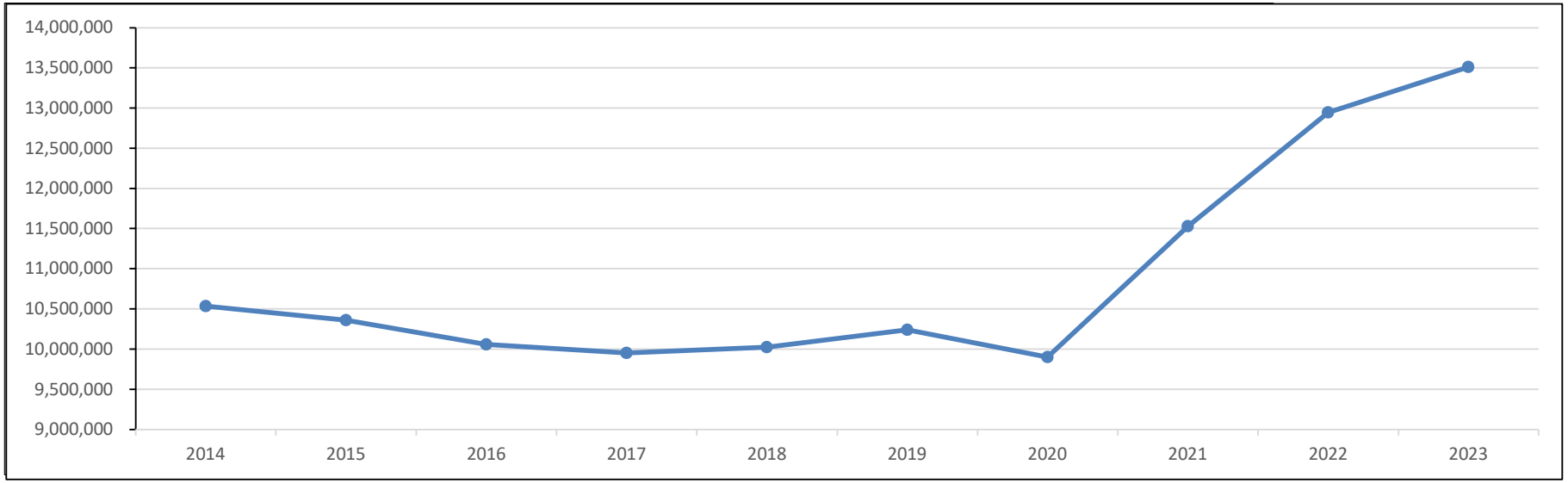
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	A
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	A
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	A
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	A
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	A
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	A
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016	B
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908	B
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894	B
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981	B
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478	B
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958	B
TOTALS	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**12,500,091**	**13,293,370**	**14,007,162**	
									Year in Play Budget	**14,061,840**	



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	A
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	A
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	A
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	A
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B
TOTALS	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**11,527,023**	**12,943,770**	**13,511,603**	
									Year in Play Budget	**13,501,160**	

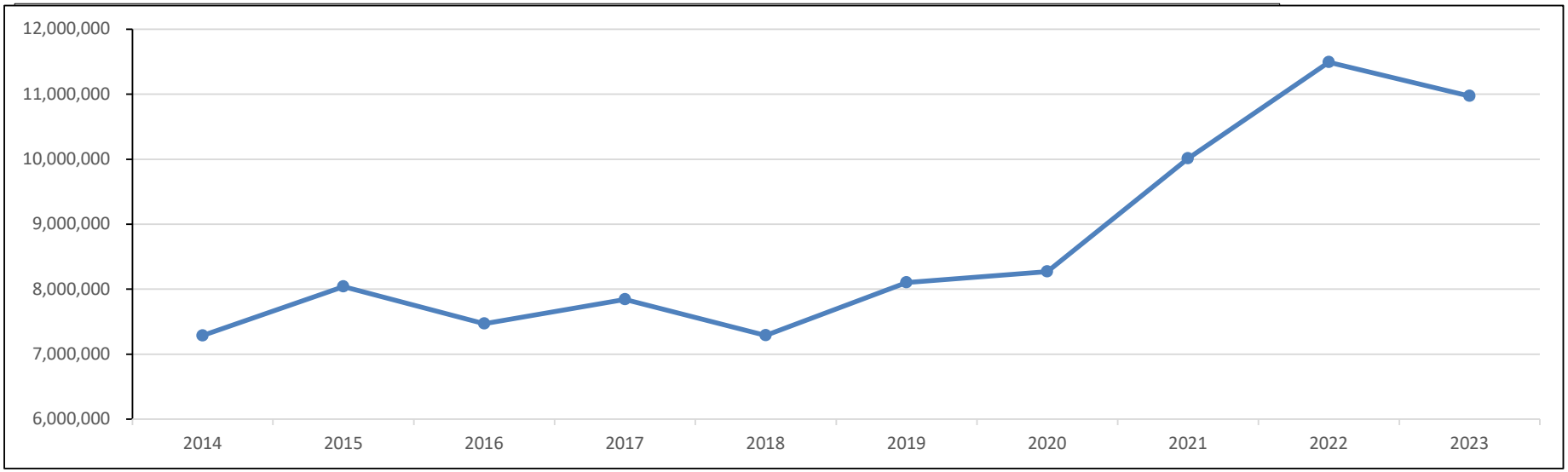


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	A
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	A
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	A
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	A
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	A
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713	B
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B
	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay						
TOTALS	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**10,012,130**	**11,491,369**	**10,972,686**	
									Year in Play Budget	**11,874,000**	

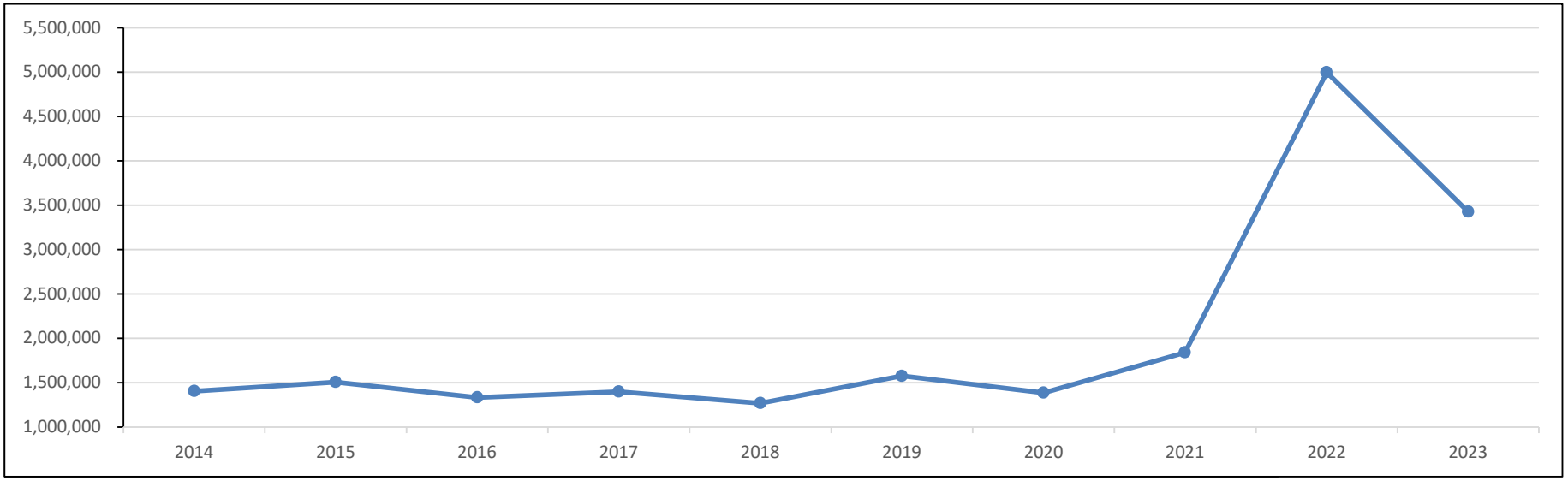


Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

PERSONAL PROPERTY REPLACEMENT TAX

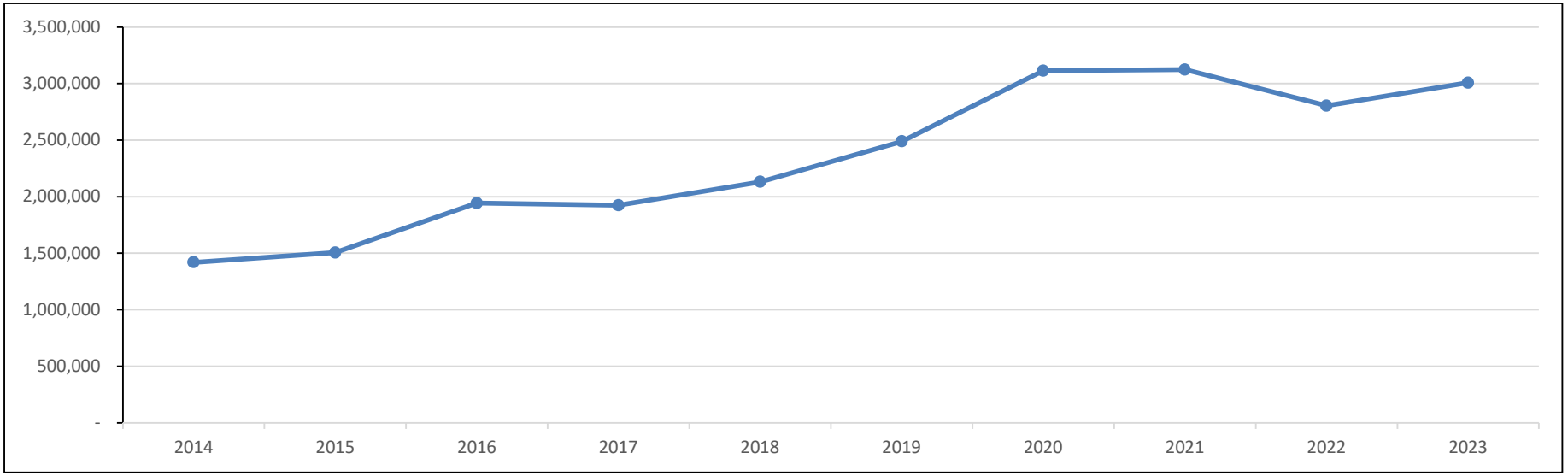
MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	A
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	A
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	690,178	A
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	-	A
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	420,189	B
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B
TOTALS	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,839,468**	**4,995,818**	**3,426,173**	
									Year in Play Budget	**2,908,000**	



Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

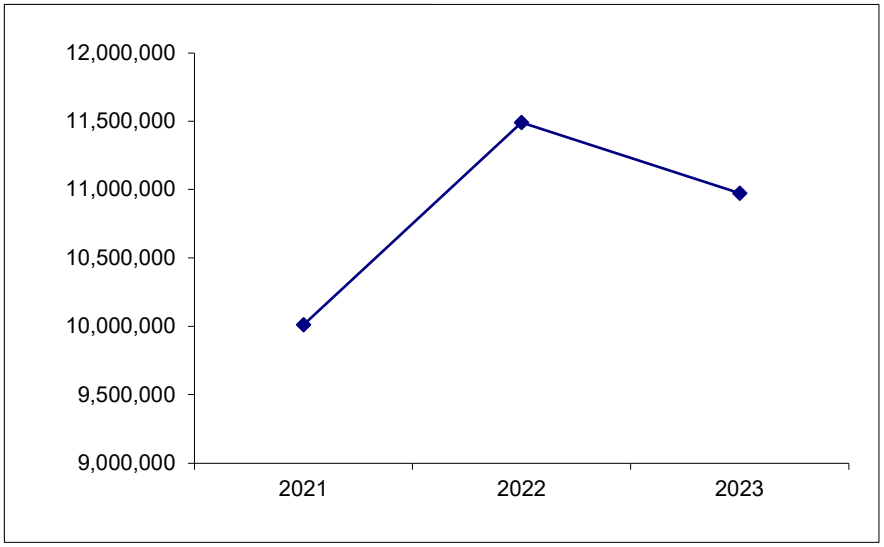
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	A
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	A
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	A
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	A
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B
TOTALS	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,123,637**	**2,803,488**	**3,007,292**	
									Year in Play Budget	**3,020,000**	



Schedule presents State distribution of Use Tax.

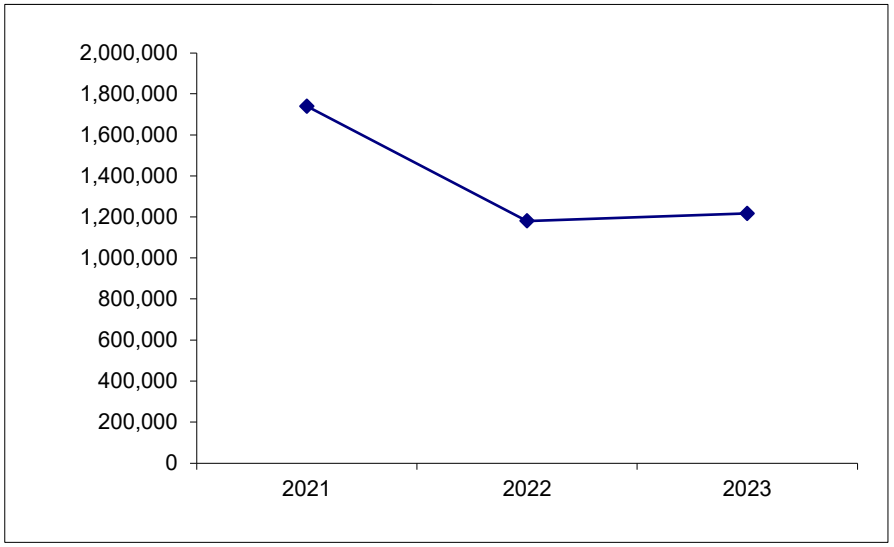
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021	2022	2023	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	614,640	A
APRIL	937,702	1,109,452	989,236	A
MAY	1,280,911	2,238,522	1,696,424	A
JUNE	1,123,868	657,580	795,466	A
JULY	1,008,212	1,110,107	1,176,713	B
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	**10,012,130**	**11,491,369**	**10,972,686**	
		Current Budget	**11,874,000**	
		Projected Amt Over (Under)	**(901,314)**	



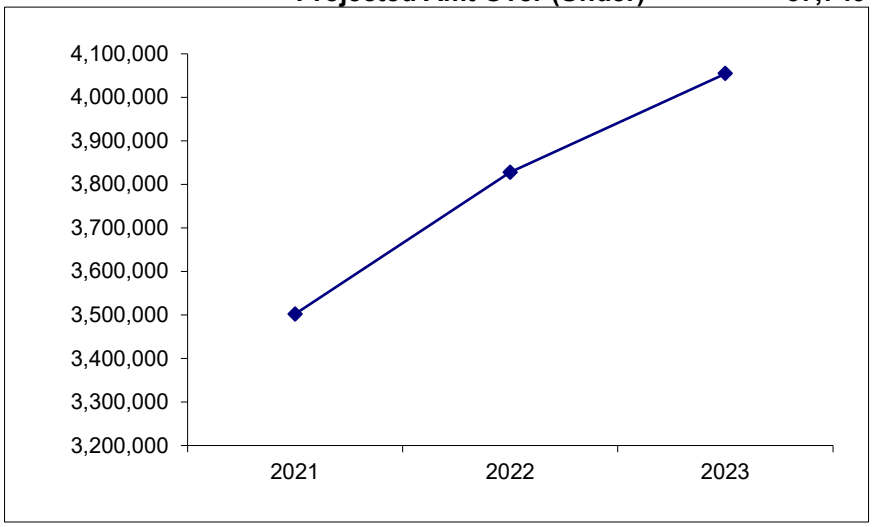
LOCAL TELEPHONE UTILITY TAX

MONTH	2021	2022	2023	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	121,496	A
APRIL	91,598	95,983	107,186	A
MAY	97,948	94,162	89,187	A
JUNE	129,008	97,606	93,766	A
JULY	101,474	95,378	95,378	B
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	**1,740,483**	**1,181,029**	**1,216,773**	
		Current Budget	**1,183,000**	
		Projected Amt Over (Under)	**33,773**	



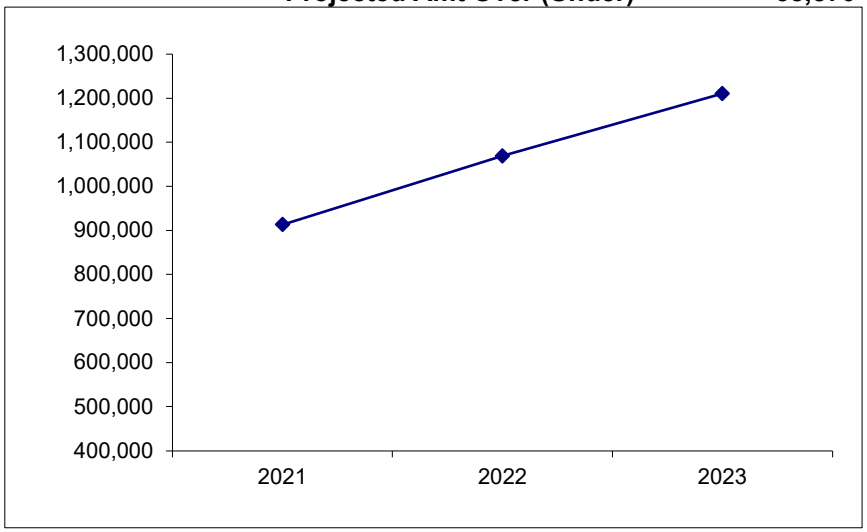
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	314,152	A
APRIL	316,741	328,645	344,283	A
MAY	302,025	320,770	356,811	A
JUNE	314,701	345,385	348,084	A
JULY	295,357	338,253	361,931	B
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,054,749	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	57,749	



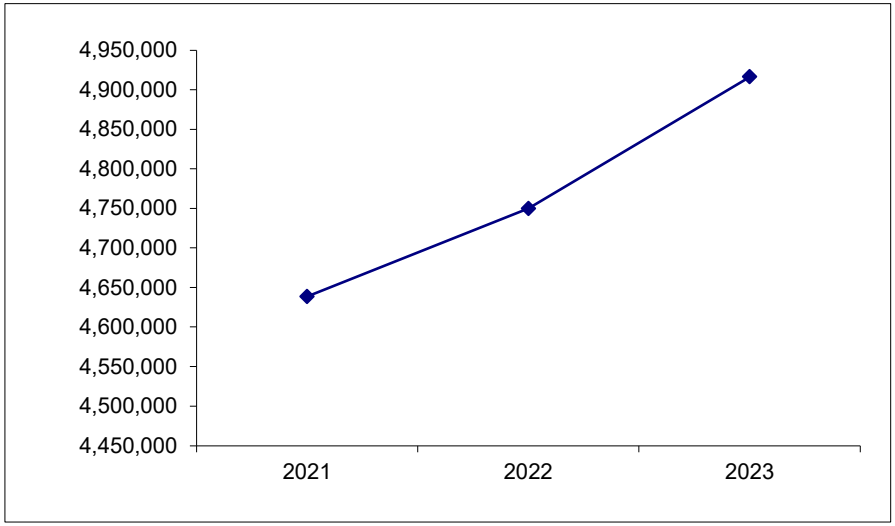
LOCAL HOTEL & MOTEL TAX

MONTH	2021	2022	2023	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	74,851	A
APRIL	61,645	76,916	111,415	A
MAY	64,188	76,544	78,123	A
JUNE	80,612	95,446	114,607	A
JULY	82,463	104,261	112,289	B
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,210,870	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	58,870	



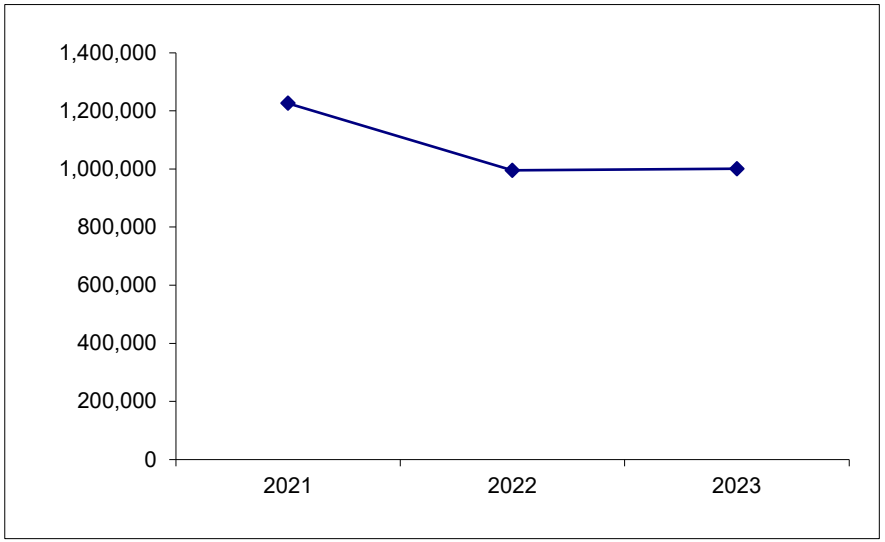
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	459,507	A
APRIL	406,775	453,756	411,867	A
MAY	369,203	376,488	357,677	A
JUNE	348,848	327,903	307,264	A
JULY	338,442	311,731	332,305	B
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	**4,638,709**	**4,749,776**	**4,916,527**	
		Current Budget	**5,337,000**	
		Projected Amt Over (Under)	**(420,473)**	



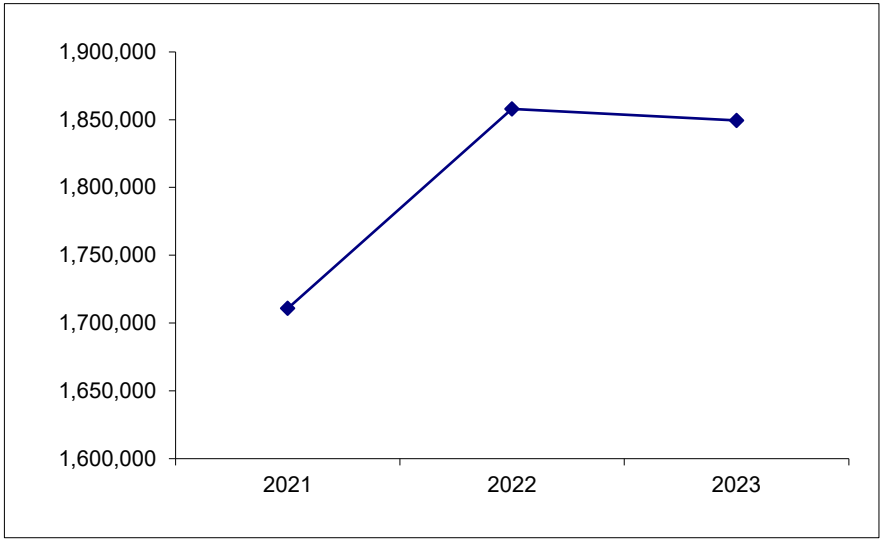
LOCAL CABLE TV TAX

MONTH	2021	2022	2023	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	A
APRIL	14,722	12,982	-	A
MAY	238,382	245,500	241,582	A
JUNE	-	-	-	A
JULY	-	-	-	B
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712	260,726	B
DECEMBER	102,715	-	-	B
TOTALS	**1,226,555**	**995,925**	**1,000,920**	
		Current Budget	**1,034,000**	
		Projected Amt Over (Under)	**(33,080)**	



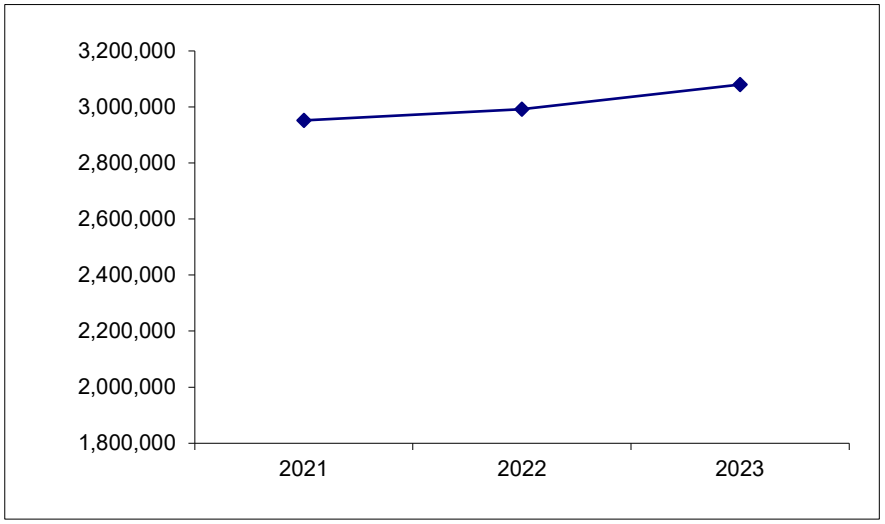
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	138,333	A
APRIL	141,621	142,456	150,252	A
MAY	143,395	147,235	147,736	A
JUNE	146,898	162,643	163,482	A
JULY	145,659	164,199	165,841	B
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,849,316	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	9,316	



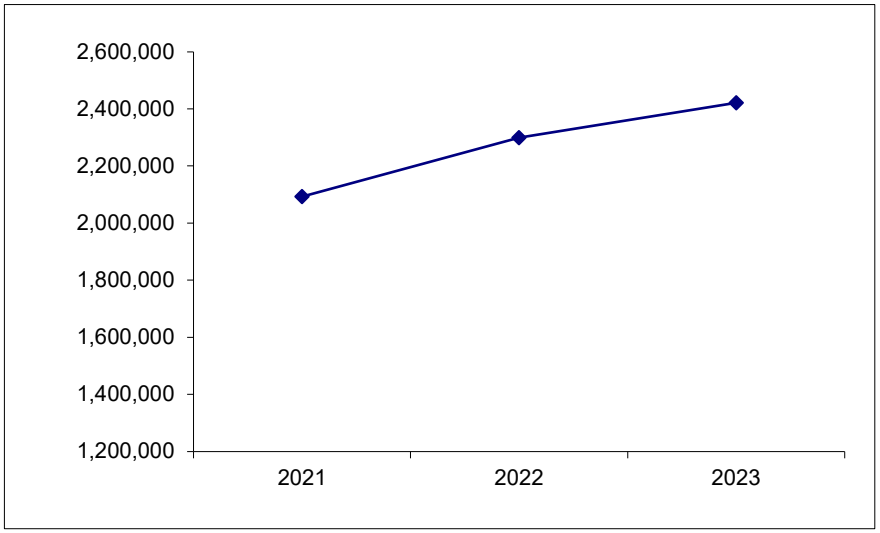
STATE MOTOR FUEL TAX

MONTH	2021	2022	2023	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	225,950	A
APRIL	215,526	253,405	219,333	A
MAY	250,786	255,437	250,551	A
JUNE	248,729	256,227	254,697	A
JULY	255,517	265,264	278,527	B
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,080,181	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(113,819)	



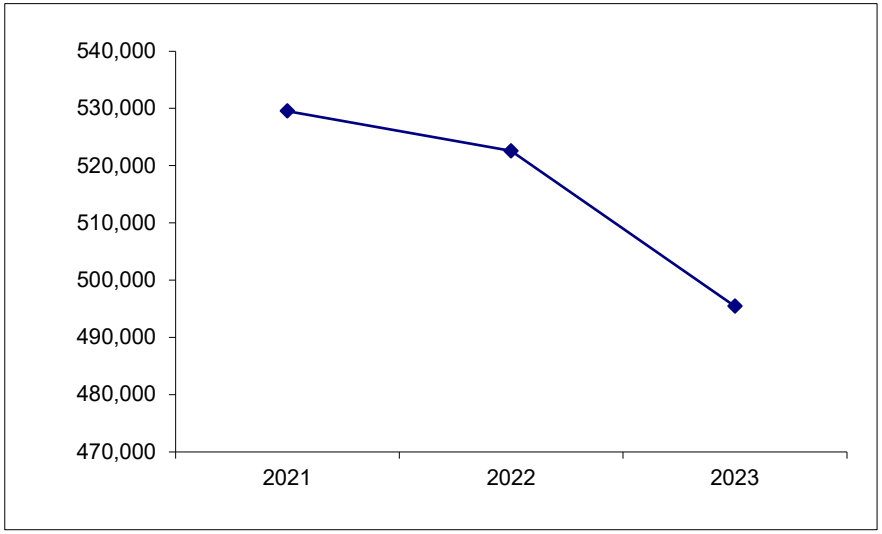
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	192,027	A
APRIL	176,056	170,074	196,183	A
MAY	257,275	230,570	233,599	A
JUNE	244,343	217,794	208,034	A
JULY	223,954	197,376	199,349	B
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,421,537	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	35,537	



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	3,677	A
APRIL	2,018	-	100	A
MAY	194,556	288,825	143,125	A
JUNE	312,435	217,825	330,921	A
JULY	-	3,280	3,280	B
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	495,453	
		Current Budget	531,000	
		Projected Amt Over (Under)	(35,547)	



Public Works

DATE: 7/7/2023

MEMO: 2023-63

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory – 4469 North Commercial Crossing

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory at 4469 North Commercial Crossing be approved.

BACKGROUND:
The subject property is being annexed for connection to city water. In exchange for a water connection provided by the city, the owner has agreed to annex the property AND to provide additional right-of-way to the city that will be needed for the Northeast Bypass project.

This annexation is a companion item with the recommendation for re-zoning of the same parcel, which immediately follows on the council's Monday agenda.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4469 Commercial Crossing	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
4469 COMMERCIAL CROSSING

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Aryn Callarman, owner of 121 Holdings, LLC and Kevin Callarman, owner of 121 Holdings, LLC requesting that there be annexed to the City territory described as:

A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION THIRTY (30), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE WEST 687.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE NO. 48; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, 1120.05 FEET TO A POINT 874.20 FEET NORTH OF SAID SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 30; THENCE SOUTH 874.20 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION VESTED IN THE STATE OF ILLINOIS ON DECEMBER 28, 1971 BY ORDER VESTING TITLE IN CONDEMNATION CASE NO. 71-ED-6, CIRCUIT COURT OF MACON COUNTY, ILLINOIS, SITUATED IN MACON COUNTY, ILLINOIS.

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July 2023.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4469 North Commercial Crossing, and legally described as follows:

A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION THIRTY (30), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE 3RD P.M.; THENCE WEST 687.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.B.I. ROUTE NO. 48; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, 1120.05 FEET TO A POINT 874.20 FEET NORTH OF SAID SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 30; THENCE SOUTH 874.20 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION VESTED IN THE STATE OF ILLINOIS ON DECEMBER 28, 1971 BY ORDER VESTING TITLE IN CONDEMNATION CASE NO. 71-ED-6, CIRCUIT COURT OF MACON COUNTY, ILLINOIS, SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 18-08-30-200-007

PIN #_____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Aryn Callarman owner of 121 Holdings LLC	Aryn Callarman	630 E Main St. Warrensburg IL 6575
owner of 121 Holdings LLC	Kevin Callarman	630 E Main St. Warrensburg IL 6575

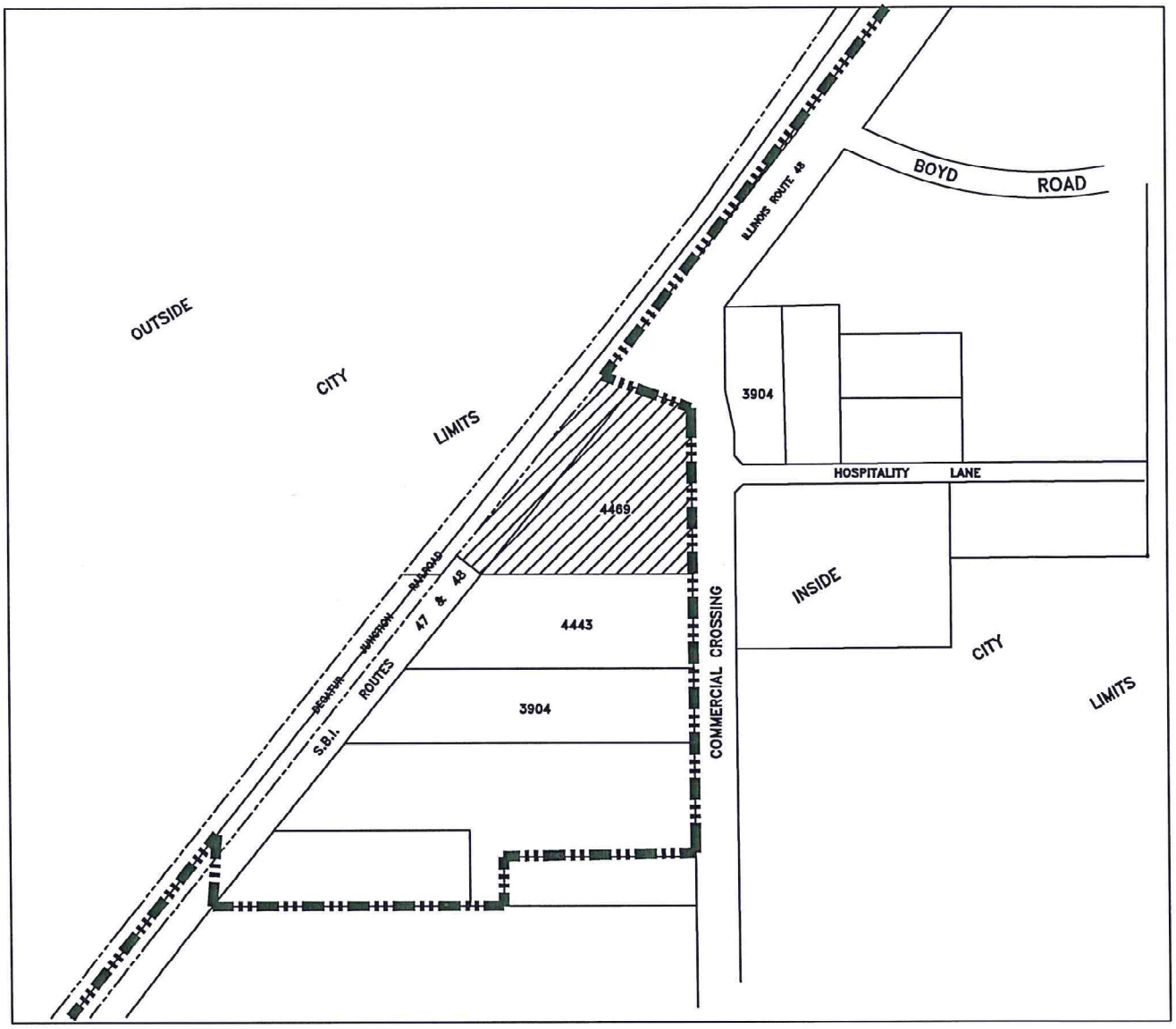
Signed and sworn to before me 12th day of June, 2023

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 1/2019)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Voluntary\4469 North Commercial Crossing\4469 N Commercial Crossing Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4469 COMMERCIAL WAY

indicates territory annexed

indicates existing corporate limits

4.67± acres

AREA 0.0073± sq. miles

780± lin. ft. of public road

DECATUR township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

7-6-23

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2023

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

SUBJECT: Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District – 4469 N Commercial Crossing

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 23-12

July 13, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director of Economic & Community Development

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District at 4469 North Commercial Crossing

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance for re-zoning. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses. The subject site is located within an Industrial area and rezoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

The City Plan Commission voted 6-0 to recommend approval of the petition at the July 6, 2023 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately 4.67 acres and is located at 4469 North Commercial Crossing. The site is currently undeveloped in the County and zoned M-2 Heavy Industrial District by Macon County.

The petitioner submitted a Petition for Annexation concurrently with the Petition for Rezoning and the annexation is scheduled to be considered by the Decatur City Council prior to the rezoning consideration. If the property is annexed into the City, it automatically comes into the City zoned R-1 Single Family Residence District.

If annexed into the City, the petitioner proposes to rezone the site from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District to construct a coffee shop with a drive-thru.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/HEAVY INDUSTRIAL DISTRICT
- 4469 NORTH COMMERCIAL CROSSING -

WHEREAS, on the 6th day of July 2023, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of 121 HOLDINGS, LLC to rezone premises legally described as:

> A part of the Northeast ¼ of the Northeast ¼ of Section Thirty (30), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., more particularly described as follows. Beginning at the Southeast corner of the Northeast ¼ of the Northeast ¼ of Section Thirty (30), Township Seventeen (17) North, Range Three (3) east of the 3rd P.M.; thence West 687.86 feet to the Easterly Right of Way line of S.P.I. Route No. 48; thence Northeasterly along said Easterly Right of Way line, 1120.05 feet to a point 874.20 feet North of said Southeast corner of the Northeast ¼ of the Northeast ¼ of said Section Thirty (30); thence South 874.20 feet to the point of beginning; except that portion vested in the State of Illinois on December 28, 1971 by order vesting title in Condemnation Case No. 71-ED-6, Circuit Court of Macon County, Illinois. Situated in Macon County, Illinois.
>
> Permanent Index Number: 18-08-30-200-007

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to M-1 Light Industrial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July 2023.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, July 6, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 6, 2023, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman James Schwartz who determined a quorum was present.

Members Present: Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun

Members Absent: A.G Webber, Andrew Taylor, Susie Peck,

Staff Present: Greg Crowe, Joselyn Stewart, Kasey Wright, Deanna Buck, Kahlil Graves-Thomas

II. Approval of Minutes of the June 8, 2023, City Plan Commission Meeting

It was moved and seconded (Maurice Payne/Matt Naber) to approve the minutes of the June 8, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-06 Petition of 121 HOLDINGS, LLC, to rezone the property located at 4469 COMMERCIAL CROSSING from R-1 Single Family Residence District to M-1 Light Industrial/Heavy Commercial District.

It was moved and seconded (Maurice Payne /Matt Naber) to forward Case No. 23-06 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

There were no questions and no objectors present.

Upon call of the roll, Commission members Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No comments.

VI. Adjournment

There being no further business, it was moved and seconded (Jason Drake/Maurice Payne) to adjourn the meeting.

Upon call of the roll, Commission members Jason Drake, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Josh Prasun voted aye.

Acting Chairman James Schwarz declared the meeting adjourned at 3:06 P.M.

_____

Secretary, Decatur City Plan Commission

STAFF REPORT
Decatur City Plan Commission

Hearing Date	July 6, 2023
Case No.	23-06
Property Location	4469 North Commercial Crossing
Request	Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District
Petitioner	121 Holdings, LLC
Representative	Aryn Callarman

BACKGROUND

The subject site is approximately 4.67 acres and is located at 4469 North Commercial Crossing. The site is currently undeveloped and is currently scheduled to be considered by the Decatur City Council for annexation on July 17, 2023. This petition for rezoning would be considered by the City Council after approval of the annexation.

If annexed into the City, the petitioner proposes to rezone the site from R-1 Single Family Residence District to M-1 Intense Commercial – Light Industrial District to construct a coffee shop with a drive-thru.

The site is currently in the County and zoned M-1 Light Industrial District.

Surrounding Land Use and Zoning

Direction	*Existing Land Use*	*Zoning*	*Comprehensive Plan*
Subject Property	Undeveloped	County M-2	Employment
North	Commercial, Outside Storage	M-1	Employment
South	Industrial	County M-1	Employment
East	Undeveloped, Industrial	M-1	Employment
West	Undeveloped	County A-1	Employment

STAFF ANALYSIS

The surrounding zoning and existing land uses are a combination of undeveloped land and commercial and industrial uses. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and existing and future land uses.

The subject site is located within an Industrial area and rezoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommend approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 23-06 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Planner

ATTACHMENTS

1. Petition
2. Location and Zoning Map

City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department
One Gary K. Anderson Plaza — 424-2793
Decatur, Illinois 62523-1196 — FAX 424-2793

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	121 Holdings, LLC				
Address	630 E Main St				
City	Warrensburg	State	IL	Zip	62573
Telephone	2177912218	Fax		E-mail	121coffeerun@gmail.com
Property Owner	121 Holdings, LLC				
Address	same				
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Aryn Callarman				
Address	same				
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	4469 Commercial Crossing					
Legal Description	THAT PT OF E687.76 S892.20 NE 1/4 NE 1/4 LYG E OF ST RTE 48 (EX HWY ROW) 94BK2576/72					
Present Zoning	☑ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:	NONE					
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☑ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:						

Section Three Continued	
Purpose	*Please state the purpose of the proposed rezoning.*
Building a coffee shop	

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

The property needed to be annexed into the City of Decatur, automatically rezoning it to residential. We wish to build a coffee shop on this property.

SECTION FIVE: CERTIFICATION

To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.

Petitioner's Signature		**Date**	6/12/23

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

WARRANTY DEED
STATUTORY

Mail Tax Statement To:
(Name and address)

121 Holdings LLC

636 E Main St.

Warrenchburg, IL 62573

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
Chris L Cook
6/12/2023

This space for use of Recorder

Name of Grantor(s)

Waks Investments, LLC, an Illinois limited liability company

for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, conveys and warrants to: Name and Address of Grantee(s)

121 Holdings, LLC, an Illinois limited liability company

the following described real estate:

DOCUMENTARY STAMP
" exempt under provisions of Paragraph ____, Section 31-45, Property Tax Code (35 ILCS 200/31-45)."
Date ____ Buyer, Seller or Representative

A part of the Northeast 1/4 of the Northeast 1/4 of Section Thirty (30), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M., more particularly described as follows: Beginning at the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 17 North, Range 3 East of the 3rd P.M.; thence West 687.86 feet to the Easterly Right of Way line of S.B.I. Route No. 48; thence Northeasterly along said Easterly Right of Way line, 1120.05 feet to a point 874.20 feet North of said Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 30; thence South 874.20 feet to the point of beginning; except that portion vested in the State of Illinois on December 28, 1971 by order vesting title in Condemnation case No. 71-ED-6, Circuit Court of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Number: 18-08-30-200-007

Note: For informational purposes only, the land is commonly known as:
4469 N. Commercial Crossing, Decatur, IL 62521

Subject to 2022 general real estate taxes payable in 2023 and thereafter.
Subject to easements, reservations and restrictions, if any, of record.

Which is situated in the County of Macon in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

City of Decatur Plan Commission
4469 Commercial Crossing



Case No:	23-06
Date:	July 6, 2023
Petition of:	121 Holdings, LLC
Requested Action:	Rezone from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial District

N
W E
S

1 inch = 500 feet

City Clerk

DATE: 7/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Contract for Pay and Benefits for I.A.F.F. Local 505 Fire Association

SUMMARY RECOMMENDATION: See attached memo.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Contract Summary and Highlights	Backup Material
Contract	Backup Material

July 13, 2023

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager

RE: Fire Union Contract

The city and the fire union reached another tentative agreement for a new collective bargaining agreement a few months ago. Due to the contract's complexity and length, it has taken some time for the city and the union to fully review the document and make sure that it includes all the items it is supposed to contain with the exact wording both parties agreed to.

The union has scheduled member-voting on the proposed collective bargaining agreement for this week. At the time of council packet distribution on Thursday evening, the voting was incomplete and the results unknown. Nonetheless, the Monday agenda includes an item allowing the City Council to act on a new contract. The city expects to learn whether the contract was approved by the union membership on Friday. If it is approved, then staff will send out a packet addendum with the full contract and summary. If the contract is not approved, then this item will be deleted from the Monday agenda.

RESOLUTION NO. 2023-_____

RESOLUTION AUTHORIZING CONTRACT
PAY AND BENEFITS
I.A.F.F. LOCAL 505, FIRE ASSOCIATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the contract presented to the City Council herewith between the City of Decatur and I.A.F.F. Local 505, for Fire Union salary and benefits effective January 1, 2020 through December 31, 2024, be, and it is hereby, received, placed on file and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Contract on behalf of the City.

PRESENTED, PASSED AND ADOPTED this 17th day of July, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUMMARY AND HIGHLIGHTS: PROPOSED FIRE UNION CONTRACT

1. Base Salary increases: 2020 2.25%
   2021 2.25%
   2022 2.25%
   2023 3.25%
   2024 3.00%

2. COVID Stipend: One-time only payment of $1000 if the union member was continuously employed in the department for at least 12 months between March 20, 2020 and December 31, 2021.

3. Health Insurance: Parameters of the fire union's health benefits as prescribed in 2006 remain unchanged except as otherwise provided in the contract. Employees and retirees continue to have access to only two tiers of coverage: single and family. Cap on premium increases paid by employees stays at 8.5% instead of 10% for all other employees, and fire union members are not able to access other benefits and plan enhancements available to all other city employees.

4. Residency: Contract language altered to comply uniformly with new city policy extended to all employees (new hires must live in Macon County or municipalities adjoining Macon County).

5. Number of fire bureau inspectors: 2

6. Use of 7(G) agreements for voluntary assignments accepted by firefighters when they are not scheduled for a regular shift, used for augmenting inspection services. See contract Exhibit "H".

7. In addition to existing drug use prohibitions, the use of cannabis at any time, including during private off-duty times, is prohibited.

MEMORANDUM OF AGREEMENT

Between

I.A.F.F. Local 505

and the

City of Decatur, Illinois

January 1, 2020

Through

December 31, 2024

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MEMORANDUM OF AGREEMENT

I.A.F.F., LOCAL 505
CITY OF DECATUR, ILLINOIS

This Memorandum of Agreement between Local Union 505, International Association of Fire Fighters, AFL-CIO, CLC and the City of Decatur, Illinois, is signed on behalf of said Union by the President thereof and on behalf of the City by the City Manager as follows:

ARTICLE 1 GENERAL

Section 1. The City of Decatur, Illinois, hereinafter referred to as "CITY" and Local 505, International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as "UNION" in order to increase the efficiency of the Fire Department of the City, to maintain the existing harmonious relationship between the City and those of its employees in the fire fighting service and to promote the morale, rights, privileges and well-being of said employees, do enter into this Memorandum of Agreement.

Section 2. The employees of the Fire Department of the City and the individual members of the Union shall regard themselves as employees of the public and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive representative of the classified fire service employees of the Fire Department of the City with the exception of the Chief, Deputy Chiefs, and Battalion Chiefs, of said Department for the purpose of bargaining with respect to wages, hours of duty and working conditions.

ARTICLE 2 PLACES OF RESIDENCE

Section 1. Persons appointed to positions in the classified fire service prior to May 1, 2010 shall reside within forty (40) miles of the corporate limits of the City of Decatur. All employees hired May 1, 2010 or after shall be required to reside within Macon County or within the corporate limits of any municipality extending into Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period.

ARTICLE 3 CHECK-OFF

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from wages or salary of such employee such sum as is certified by the Treasurer of the Union as initiation fee, assessment, union dues, and

any other mutually agreed authorized deductions, which sums so deducted shall be accumulated and transferred to the Union Treasurer on or before seven (7) days after the last pay of the month in which such deductions are made. If an employee is not due a salary or such salary is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month. The City must be given two weeks' notice before any change in deductions is to be made.

Section 2 (a). Upon the express condition stated in sub-paragraph (b) hereof, and only upon such condition, the City shall deduct from the wages or salary of each employee covered by this agreement who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to the Union on or before seven (7) days after the last pay of the month in which such deductions are made; provided that, said amount may be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

(b). No fair share deduction shall be made by the City unless and until the number of employees voluntarily providing written authorization to the City for the wage deduction provided for in Section 1 of this Article equals or exceeds 55% of the incumbent bargaining unit members.

Section ~~3~~. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4 SENIORITY LIST AND STATION BIDDING

Section 1. A Fire Department seniority list of all employees covered by this Agreement shall be established based on department seniority.

This list shall be updated on January 1st of each year and said list shall be posted in each fire station for a period of not less than 30 days commencing January 1st of each year and a copy thereof furnished to the Secretary of the Union. Any objections to such list as posted shall be reported to the Chief of the Department within 10 days of the date of posting or said list shall stand approved as posted.

Section 2. The selection by employees of their station assignments on each of the three shifts shall be by time-in-grade seniority, not department seniority, provided the complement of employees assigned to a station shall have the certifications as specified in Section 3 of this Article.

(a) On or before November 1 each year the Fire Chief shall post blank station bidding sheets in each station reflecting the staffing requirements for each station specified in Section 3 of this Article.

(b) The bidding process shall begin December 1st, 2nd & 3rd with the Fire Captains beginning the station bid assignments. The station bidding process will become effective January 1 of each year. The Captains will be notified by seniority for their station requests. After all Captains have placed their bids or have been assigned a station, the Lieutenants, by time-in-grade seniority will then secure their station assignment.

(c) Once the officer's station assignments have been made, the firefighters shall proceed to make their bids for station assignments. Firefighters may pick their station assignments according to job seniority subject to the following limitations:

(i) Each station shall be staffed with a complement of firefighters and fire officers so that certification requirements in Section 3 for the station being bid are met (e.g., between two firefighters both possessing a required certification, the more time-in-grade senior firefighter has priority; a less time-in-grade senior firefighter possessing a certification required to satisfy the requirements of Section 3 has priority over a more senior firefighter without the certification; where the certification requirements for a station are met, the more senior firefighter has priority irrespective of certifications). Stations will be filled with at least the minimum required personnel.

(ii) Firefighters with less than three (3) years of seniority as of January 1st may be assigned at the discretion of the Battalion Chief. Except for his regular three station rotation, a probationary firefighter will only be moved as necessary.

(iii) Firefighters who will not be able to be contacted during station bidding for their battalion must submit to their Battalion Chief a primary choice and two secondary station assignment requests, before November 30.

(iv) Any firefighters who have not indicated their preferences by then or whose preference will not comply with the specification of Section 3 may be assigned a station by the Chief at his discretion. After all employees have made their bids, the Fire Chief shall review the resulting station schedule to ensure it complies with Section 3. Should the Fire Chief believe that the assignments, as proposed, will not comply with Section 3, the Chief shall discuss any discrepancies with the Union President. The Chief may move employees from stations they have bid only if the employee(s)' bid(s) and the resulting

schedule do not comply with the requirements of Section 3. The Chief will present a final schedule to the Union President on or before December 15.

(v) Any employee who has been on light duty in excess of 12 months shall not be eligible for station bidding. Individuals who have sustained an injury in the course of their employment (i.e. on the job) will not be subject to loss of station bid.

(d) In cases where a probationary firefighter needs to travel to three station assignments in his first year, no such firefighter shall be displaced more than four (4) months from the station for which he or she bid.

(e) A newly promoted Lieutenant may be required to travel to two station assignments in his first six months. No Lieutenant shall be displaced more than three (3) months from the station for which he or she bid.

Section 3. The required special certifications/skills which shall be staffed for each station are set forth in Exhibit D.

Section 4. Employees' station bids shall be maintained except that the Chief may move an employee from his bid temporarily in the following circumstances:

(a) For a single duty shift the minimum EMT-I staffing shall be established by the Chief at any station as referenced in Exhibit D. If there are insufficient EMT-I's on duty to maintain the minimum staffing levels established by the Chief as referenced in Exhibit D, then the shortage shall be filled by hiring back from an established EMT-I overtime list.

(b) An employee may by time-in-grade seniority volunteer to move out of his/her bid station to fill a vacancy due to retirement, resignation, long term illness, or promotion. This will be allowed when a station falls below its minimum manpower needed to operate. If there are no volunteers, then the least senior available employee may be required to move.

(c) A Captain may be required to fill a vacancy at Station #1 30 days after notification of a long-term illness (more than 30 days) of the Station #1 Captain. The affected Battalion Chief shall solicit a volunteer to fill the vacancy first, and if there are no volunteers, then the Chief shall move a Captain to fill the vacancy.

(d) A Captain may be transferred to fill the vacancy of Battalion Chief in the event of a long-term illness (more than 30 days). This action would take place after Station #1 Captain had completed a 60-day cycle of said position. The affected Battalion Chief shall solicit volunteers to fill the vacancy. If there are no volunteers and the position needs to be filled because the Fire Station #1 Captain is not available, then the Fire Chief shall appoint a captain to fill the vacancy. After the transferred Captain has served 60 days, he would be reassigned to his bid station.

(e) Temporary transfers to balance manpower needs between the shifts shall be allowed, provided the City has in effect a current hiring list and promotional registers for Captains and Lieutenants or has initiated the process to establish a hiring list and promotional registers for Captains and Lieutenants in accordance with the provisions of this Agreement and the Fire Department Promotional Act. Shift transfers shall be by volunteers first, and if no volunteers then the least senior in grade employee will be moved.

(f) The Fire Chief may also reassign the least senior employee from a bid position involved in a demonstrated personnel conflict between employees of the shift that is not resolved after mediation between the involved employees. When that is the case, qualified volunteers shall be solicited first to change shift station assignments. In the absence of sufficient qualified volunteers, the least senior qualified employee shall be assigned in order to bring the schedule into compliance with the requirements of Section 3.

Section 5. Vacancies in bid positions occurring during the calendar year resulting from resignation, retirement, promotion, light duty assignment in excess of 12 months, etc., or the creation of a new position shall be filled by the Battalion Chief of the affected shift to ask by time-in-grade seniority if anyone would like to move from their bid station and fill the vacated spot. Once all movement is done the Fire Chief would either promote or assign a new employee to fill the spot(s) that are left. Such position shall then be posted in the next year.

Section 6. Any discrepancies in the Station Bidding process shall be resolved by the Chief and Bargaining committee meeting and agreeing on a resolution.

ARTICLE 5 PROMOTIONS

Section 1. **General**.

Promotions to the ranks of Inspector, Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act. The provisions of City Ordinances and rules of the Civil Service Commission and State civil service laws shall continue to apply only to the extent they are compatible with the Act and the provisions of this Agreement, but in the event of conflict between the Act or the terms of this Agreement with any other law, the terms of the Act and this Agreement shall control. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act, and where applicable the above referenced ordinances and rules.

Section 2. **Vacancies**.

This Article applies to promotions for vacancies in the ranks of Inspector, Lieutenant and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all

ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the City Manager. If vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

A) If a vacancy occurs in the rank of Captain or Lieutenant and a promotional list exists at the time the vacancy occurs then all those entitled to be promoted shall have their time in grade seniority and pay scale retroactive back to the date of the vacancy. Promotional pay shall be effective from the date the promotion actually occurs. All vacancies shall be filled within 10 business days.

B) If a Captain's promotional list does not exist but a Lieutenant's list exists, and a vacancy occurs in the Captain's rank, the promotions from Firefighter to Lieutenant will occur once a new Captain's register is completed. Once the Captain's promotional register is established, following the Fire Department Promotional Act, the Captain and Lieutenant vacancies shall be filled within 10 business days. The Captain's promotion in this case shall be dated on the date in which the promotional registry was certified by the Civil Service Commission. All time in grade seniority and pay scale shall be retroactive back to the date of the certification. Promotional pay shall be effective from the date the promotion actually occurs. The Lieutenant promotion in this case shall be dated from the date of the vacancy. All time in grade seniority and pay scale shall be retroactive back to the date of the vacancy. Promotional pay shall be effective from the date the promotion actually occurs.

C) If a Lieutenant's promotional list does not exist and a vacancy occurs in the Lieutenant's rank, the promotions from Firefighter to Lieutenant will occur once a new Lieutenant's promotional register is established. Once the Lieutenant's promotional register is established, following the Fire Department Promotional Act, the Lieutenant vacancy shall be filled within 10 business days. The Lieutenants promotion in this case shall be dated on the date in which the promotional registry was certified by the Civil Service Commission. All time in grade seniority and pay scale shall be retroactive back to the date of the certification. Promotional pay shall be effective from the date the promotion actually occurs.

D) If an Inspector's promotional list does not exist and a vacancy occurs in the Inspector's rank, the promotions to Inspector will occur once a new Inspector's promotional register is established. Once the Inspector's promotional register is established, following the Fire Department Promotional Act, the Inspector vacancy shall be filled within 10 business days. The Inspector's promotion in this case shall be dated on the date in which the promotional registry was certified by the Civil Service Commission. All time in grade seniority and pay scale shall be retroactive back to the date of the certification. Promotional pay shall be effective from the date the promotion actually occurs.

Delay between the date of the vacancy and the actual promotion shall be credited against the six-month probationary pay period, and the probationary pay period shall be reduced by the days the promotion was delayed. Employees will receive credit for the delay, and will be paid at the probationary rate for six months less the number of days between the date of the vacancy and the actual promotion, at which time the employee's pay will increase to the rate for the applicable promotion. For example, the probationary pay period is six months. If there is a fourteen-day delay between the date of the vacancy and the date of the actual promotion the employee will be paid at the probationary rate for six months less the delay of fourteen days, and thereafter at the regular scale. The probationary period for evaluation purposes shall begin on the first day after the day the member is actually promoted and shall continue for 6 months from that date.

Section 3. Eligibility.

All promotions shall be made from employees in the next lower rank. To test for Lieutenant or Inspector: Firefighters must have six (6) years job seniority plus one of the following: A Provisional Fire Officer I/Company Fire Officer or, in the alternative, the combination of Advanced Firefighter/Firefighter III plus any degree in a Fire Related Discipline. These ratings must be attained as of the date of the close of the application period.

To test for Captain, Lieutenants must have four (4) years of experience as a Fire Lieutenant, ten (10) years job seniority, and a minimum of one (1) of the following certifications, as of the date of the close of the application period:

- Hazardous Materials Technician
- Confined Space Technician
- Public Safety Diver or combined PADI Dry Suit, & Full Face-piece
- Emergency Medical Technician Intermediate (EMT-I)
- Paramedic (EMT-P)
- Trench Rescue Technician
- Structural Collapse Technician
- High Angle Technician

Lieutenants who are promoted must maintain at least one such certification for the duration of their appointment to the rank of Captain.

Section 4. **Rating Factors and Weights**.

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on the promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

	% Weights
1. Written examination	60%

2. Seniority	10%
3. Oral Examination	20%
4. Ascertained Merit	10%

Section 5. Test Components:

A. Written examination: The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the City has identified and made readily available to potential examinees.

B. All written test materials shall be available at least 90 days before the written exam.

C. The written exam shall be given last in the promotional process.

D. The Fire Department shall maintain reading and study materials for a pending written examination for each rank and shall make those materials available at each duty station. The Fire Chief shall maintain the reading lists of the last two examinations for each rank and shall make such lists available to candidates and the Union upon request.

Seniority. Five (5) seniority points per year shall be awarded for each full year of service, to a maximum of twenty (20) years. A seniority list with all applicants shall be posted with total number of seniority years and points. The applicant shall notify the Chief and Union President of any discrepancies.

Oral Examination. Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon completion of the subjective examination component or its application. The oral examination shall be completed no fewer than 30 days nor more than 60 days from the posting of the written examination.

Ascertained Merit. Exhibit E shall list all points awarded for ascertained merit. To receive ascertained merit points an applicant will need to submit a copy of all certificates with his or her application for the position affected to the Fire Chief not fewer than thirty (30) days before the written examination. As per the Act, total points for Ascertained Merit shall not exceed 100.

Section 6. **Veterans' Preference**.

A person on the preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in 65 ILCS 5/10-

1-16 and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

Section 7. **Scoring of Components**.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall be reduced by the rating factor assigned to the component on the test and the scores of all components shall be added to produce a total score not to exceed 100 points. Candidates shall then be ranked on the list in rank order based on the highest to lowest points scored on all components of the test. A minimum passing score of the total of all components shall be 70%. Such ranking shall constitute the preliminary promotion list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under this agreement may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. After all applicants have been notified of their positions on the promotion list the City shall give the Union President a copy and all stations shall have a copy to post.

Section 8. Right to Review.

The Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have the right to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

(1) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test;

(2) The grievance shall not involve any disputes regarding the points awarded on any component of the test, other than the accuracy of the mathematical computation of the points awarded.

Section 9. **Order of Selection.**

The order of selection on a promotional register shall be as specified in Section 20(d) of the Act. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 18 of this Agreement.

Section 10. Maintenance of Promotional Lists.

Final eligibility lists shall remain valid and unaltered for a period of two (2) years.

ARTICLE 6 REDUCTION IN PERSONNEL

Section 1. If the classified fire service of the department is reduced, such reduction in numbers of employees and later reinstatement thereof shall be done in strict compliance with department seniority. The last employee certified shall be the first furloughed and the employee last furloughed shall be the first reinstated and furloughed employee shall be given preference in filling vacancies before resorting to eligibility lists of new employees. When a vacancy is to be filled, the eligible furloughed employee shall be given notice thereof by registered mail. Written application for reinstatement must be made within 15 days after such notification by registered mail.

Section 2. Following an overall reduction in force as specified in Section 1 of this Article, if it is necessary to reduce employees in rank to avoid furloughing additional employees or to properly man fire fighting facilities, said reduction shall be based on seniority within the position classification. The last employee certified to the affected position classification shall be the first employee reduced in rank and the last employee reduced in rank from a position classification shall be given first preference in filling vacancies in the position classification.

Section 3. The City shall provide a physical examination for each employee to be furloughed and may require such an examination before reinstatement of a furloughed employee. If such examination is required before reinstatement, and the results thereof are found to be substantially the same as disclosed by the examination before furlough, the employee shall not be disqualified from eligibility for reinstatement.

Section 4. Prior to implementing any involuntary reduction in force or reduction in rank of any active firefighter(s), the City shall provide at least 30 days written notice to the Union. The City at its discretion, shall determine whether furloughs are necessary. Although not limited to the following, the City may furlough/reduce in rank any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in the organizational structure.

ARTICLE 7 SALARIES AND WAGES

Section 1. Effective January 1, 2020, the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. The salaries and wages set out in Exhibit A for the respective classified positions in the fire service shall represent a two and one quarter percent (2.25%) increase over the salaries and wages paid effective January 1, 2019.

Section 2. Effective January 1, 2021, the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a two and one quarter percent (2.25%) increase over the salaries and wages paid as of January 1, 2020.

Effective January 1, 2022, the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a two and one quarter percent (2.25%) increase over the salaries and wages paid as of January 1, 2021.

Effective January 1, 2023, the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a three and one quarter percent (3.25%) increase over the salaries and wages paid as of January 1, 2022.

Effective January 1, 2024, the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a three percent (3%) increase over the salaries and wages paid as of January 1, 2023.

Employees who retired after January 1, 2020, and prior to the effective date of this agreement, shall be entitled to retroactive pay at the rates set forth in Exhibit A, as applicable.

Section 3. Local 505 members are to receive longevity pay, payable bi-weekly and based on the employees' wages, as follows:

a) More than five years but less than 10 -- 2%;

b) More than 10 years but less than 15 -- 4%;

c) More than 15 years but less than 20 -- 6%;

d) More than 20 years but less than 25 -- 9%;

e) More than 25 years -- 12%.

Section 4. If an employee in the fire service is temporarily assigned to perform the duties of a classified position with a higher rate of pay because a vacancy exists in said position, the employee shall be paid the wage or salary assigned to that position. This provision shall not apply to Lieutenants performing their duties in the absence of a Captain.

Section 5. A Captain serving as Battalion Chief due to the temporary absence of the Battalion Chief, shall receive a fifteen percent (15%) pay increment for all time so served.

Section 6. (a) Fire Inspectors: A Fire Inspector shall receive a three percent (3%) pay increment in addition to that salary assigned to said position in Exhibit A hereto.

(b) Lieutenants: The top step (Step G) of Lieutenant (pay grade 20) shall be 13% above the top step (Step G) of Firefighter (pay grade 18).

(c) Captains: The Captain Step G shall be 10.25% above Step G of Lieutenant's salary schedule. At promotion, Captains shall be paid at Step F of the pay scale, and shall remain at such step for a period of 6 months.

Section 7. Effective May 1, 2002, an employee licensed as an Emergency Medical Technician-Intermediate (EMT-I) or an Emergency Medical Technician-Paramedic (EMT-P) by the State of Illinois Department of Public Health (IDPH) shall receive a one percent (1%) pay increment for all time that such employee is so licensed and functioning as an EMT-I. Effective January 1, 2008, an employee licensed as an EMT-I or EMT-P by the IDPH shall receive a one and one-half percent (1.5%) pay increment for the time that such employee is so licensed and functioning as an EMT-I. Effective May 1, 2009, an employee licensed as an EMT-I or EMT-P by the IDPH shall receive a 2% pay increment for the time that such employee is so licensed and functioning as an EMT-I.

Section 8. Employees who have been employed by DFD who actively worked for a continuous 12-month period during the period from March 20, 2020 through December 31, 2021, and who are still employed or retired in good standing, will receive a one-time hazard pay premium in the amount of $1,000.00.

ARTICLE 8 HOURS OF DUTY AND OVERTIME

Section 1. (a) Hours of duty of regular shift employees in the classified fire fighting service shall be established so that the average weekly hours of duty in any year other than hours during which members are necessarily summoned to or kept on duty, shall not exceed 52 hours. This shall be accomplished by scheduling a "Kelly Day" off duty every fourteenth (14th) duty shift.

(b) Hours of duty of regular shift employees in the classified fire fighting service shall be established so that the average weekly hours of duty in any year other than hours during which members are necessarily summoned to or kept on duty, shall not exceed 51.8 hours. This shall be accomplished by scheduling a "Kelly Day" off duty every thirteenth (13^{th}) duty shift.

Duty hours of such employees shall be served by the use of three (3) shifts, each of which shall serve 24 hours on duty and be off 48 hours. A duty day shall be from 6:40 A.M. to 6:40 A.M. the following day.

The regular work week of Fire Inspectors, will not exceed forty (40) hours. The work week for Fire Inspectors, will be Monday through Friday; provided that, upon not less than fourteen (14) days' notice, the Fire Chief may change the days worked of such employees. The scheduled work hours for Fire Inspectors will be between 07:00 and 19:00 hours. For any work schedule in excess of 8 hours per day, determination of holidays and portions thereof to be observed with paid time off will be made by the Fire Chief, with consideration given to the employee's preferences. The Fire Chief retains all rights provided to him or her by law and collective bargaining agreement to set and modify the work schedules of the Fire Inspectors.

Section 2. **Regular Overtime.**

Overtime served by employees in the classified fire service who regularly work a 24-hour duty shift shall be paid for by the city at time and one-half the employee's straight time hourly rate of pay. The employee's straight time hourly rate of pay shall be calculated by dividing the employee's annual salary by his annual paid hours of 2,688.

Overtime will be served by seniority in accordance with a seniority list to be kept by the Chief of the Department, a copy of which shall be maintained and which shall show the date each employee was called and requested to serve overtime and the response from each such employee when called as to whether there was no answer or overtime duty was accepted or refused or the employee was unable to accept. If an employee who was called refuses overtime duty, he shall be automatically passed until a complete cycle of the seniority list has been made. Said seniority list shall pertain to tours of duty in the fire station only.

In the event that an employee is found to have been improperly passed for overtime, the remedy for such loss will be as follows: the passed employee will be placed at the top of the overtime list that they were passed on.

Section 3. **FLSA Work Period and Kelly Day Cycle.**

The City shall establish an individual 19.5 consecutive day FLSA “work period” for each employee covered by this Agreement. The individual’s Kelly Day cycle shall consist of two consecutive FLSA “work periods”, the first of which commences at 06:40 on the first day of the Kelly Day cycle and the second of which commences at 18:40 on the 20th day of the Kelly Day cycle. Each employee's first duty shift of each Kelly Day cycle shall be the second day of that cycle, so that the employee’s Kelly Day falls on the shift starting at 06:40 on the 20th day of his or her Kelly Day cycle, to ensure a Kelly Day off duty for each employee every thirteenth (13th) duty shift.

Section 4. **Call Back Overtime.**

Employees in the classified fire fighting service recalled to duty when the shift they are at that time serving with is off duty and when the reason for such recall is to supplement the shift then on duty to help control a fire or meet a similar emergency, shall be paid the actual time on duty but not less than two hours pay at the rate of one and one- half times the straight time hourly rate of such recalled employee for each hour overtime of recall duty.

Section 5. **Holdover or Shift Retention Overtime.**

Employees in the classified fire fighting service required to remain on duty when the shift they are at the time serving with would normally go off duty and when the reason for such holding over is to supplement the on-coming shift to help control a fire or meet a similar emergency shall be paid the actual time on duty at the rate of one and one-half times the normal hourly rate of such held over employee for each hour of overtime/hold-

over duty. The officer in charge shall cause such held over employee to be relieved by the on-coming shift as soon as practicable.

Section 6. Overtime shall accrue and be computed in increments of one-half hour and shall be subject to department rules. When an employee who is entitled to overtime pay works any part of one-half hour at time other than his regular shift, such employee will be credited with one-half hour of overtime. For example, if such employee is held over for 10 minutes beyond the quitting time of his regular shift, such employee shall accrue one-half hour overtime; if the hold-over is for twenty-nine minutes, one-half hour is likewise accrued; if the hold-over is for thirty-five minutes, one hour of overtime is accrued, and so forth.

Section 7. If employees obtain the permission of the affected battalion chiefs, such employees may exchange tours of duty; Kelly Days may be exchanged upon notification to said chief. If an individual is sick or injured and cannot work on a traded day, that individual shall be charged the appropriate sick occurrence.

Section 8. Employees in the classified fire service required to attend mandatory schools as shown in Exhibit B, at times in addition to service on their regular shift shall be considered on duty during the actual time such school is in session and shall be paid for such duty time at the regular hourly rate of pay. This provision shall not apply to voluntary schools or training. For the purposes of this section, schooling or training required in order for an employee to maintain his current position shall be construed as mandatory, and school or training which is necessary or desirable in order for an employee to gain promotion shall be construed as voluntary. Notice of the necessity for an employee to attend a school and the scheduling thereof, and notice of the availability of voluntary or certification program schools or training shall be given as soon as practicable so as to provide as much time as reasonably can be to permit those concerned to schedule their time accordingly. Priority for attending voluntary schools shall be based upon satisfaction of course prerequisites, the needs of the Department, and the most senior employee shall be preferred where the other factors are equal.

Section 9. (a) The assignment of Fire Inspector shall have the responsibility of determining the cause or origin of fires, interviewing arson suspects or witnesses, appearing in court as prosecution witnesses in arson and other cases, performing various public education functions and other related duties as assigned. Individuals assigned as Fire Inspectors pursuant to this subparagraph (a) may resign from such assignment at any time, with sixty (60) days' notice, and such officers shall be re-assigned by the Chief according to their respective ranks. Two (2) officers shall be assigned as Fire Inspector at any time.

(b) After serving as an Inspector for four (4) years, and having been certified as a Fire Investigator by the Office of the State Fire Marshal, an employee will receive a five percent (5%) pay increment for all time thereafter serving as an Inspector. After serving as an Inspector for eight (8) continuous years, and completing an additional certification program from the Office of the State Fire Marshal, as agreed to by the City and the Union,

an employee will receive an additional five percent (5%) increment for all time thereafter serving as an Inspector.

(c) A Fire Inspector who also holds the rank of Fire Lieutenant is eligible for promotion to the rank of Fire Captain, while serving as Fire Inspector, after passing all the requirements for Fire Captain and being appointed by the Fire Chief.

Any Fire Captain, serving as an Inspector, who seeks assignment to the Fire Suppression Division shall submit a request for such to the Fire Chief in writing. Assignments will be made only as vacancies occur in Fire Suppression. Vacancies will be filled in the order requests are received. If two or more requests are received at the same time, seniority will determine the order of assignment.

No Fire Captain serving as a Fire Inspector will be eligible for the five percent (5%) pay increase steps for being an Inspector.

Section 10. The City may offer, and bargaining unit employees may voluntarily accept "7(G)" work assignments to perform inspection duties. To qualify for 7(G) work assignments, an employee shall successfully complete such training as established by the Chief. The Chief reserves the right to limit the number of employees assigned pursuant to a 7(G) Agreement. The City and the employee shall enter into a 7(G) Agreement for the performance of inspections and consistent with the Fair Labor Standards Act. The Agreement containing the terms and conditions of 7(G) assignments is attached hereto as Exhibit H. A 7(G) Agreement between the City and the employee (attached hereto as Exhibit H) must be executed by the City and the employee before the employee may perform any 7(G) assignments.

ARTICLE 9 VACATIONS

Section 1. (a) The length of annual vacations for regular shift employees in the classified fire fighting service shall be as follows:

(i) After completion of one year continuous service uninterrupted by resignation or discharge, five duty days;

(ii) After completion of seven years continuous service uninterrupted by resignation or discharge, seven duty days;

(iii) After completion of fourteen years continuous service uninterrupted by resignation or discharge, ten duty days;

(iv) After completion of twenty years continuous service uninterrupted by resignation or discharge, eleven duty days.

All accrued vacation time to be received between May 1 and the following April 30 (including pro-rational increases after 7, 14 and 20 years of continuous service) will be credited to non-probationary employees each May 1 (regardless of the employee's

anniversary date of employment). Probationary firefighters will generally receive vacation days on the one (1) year anniversary date of employment but if the one (1) year anniversary date occurs between December and the following May, the City will advance the probationary firefighter such vacation on December 1; however, the City has the right to deduct any advanced/credited vacation used but not earned from the firefighter's final paycheck.

(b) Employees assigned as Fire Inspectors pursuant to Article 8, Sections 9(a) and (b), shall be credited with one (1) hour of vacation leave for each 1.5 hours of such leave that said employee had accrued on the day of assignment. Upon resignation or removal from assignment as Fire Inspector, such employee shall be credited with 1.5 hours of vacation for every one (1) hour of such leave that said employee had accrued on the day of removal or resignation there from.

(c) Fire Inspectors shall be credited with vacation leave as follows:

(i) After completion of one (1) year continuous departmental service uninterrupted by resignation or discharge: 80 hours

(ii) After completion of seven (7) years continuous departmental service uninterrupted by resignation or discharge: 120 hours

(iii) After completion of fourteen (14) years continuous departmental service uninterrupted by resignation or discharge: 160 hours

(iv) After completion of twenty (20) years continuous departmental service uninterrupted by resignation or discharge: 176 hours

Vacation leave will be used by employees assigned as Fire Inspectors in increments of hours or fractions thereof, regardless of the schedule assigned.

Section 2. Eligibility for vacations and method of selection of vacation periods shall be based upon seniority. All remaining vacation must be selected during the mandatory vacation process selection period each calendar year. Mandatory vacation selection dates shall be determined by each Battalion Chief by determining the available vacation days remaining and the allowable vacation slots. A buffer of two weeks in excess of available days may be used to ensure available time off slots. Vacation Selection. (Refer to Exhibit F)

A 24-hour shift employee may divide not more than one vacation day into two 12-hour paid leaves. A request for a full vacation day by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full vacation day is submitted prior to 6:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a vacation day must be submitted prior to mandatory sign-up.

Section 3. Not more than four employees in the classified fire fighting service shall be allowed off duty for vacation or holiday leave at the same time.

Section 4. Fire Inspectors shall select vacation and holiday time off separately and such selection shall not diminish the scheduling opportunities of fire suppression employees.

Section 5. Effective July 3, 2014, payment for any and all vacation time for which the employee is eligible at the time of his/her separation from employment with the City of Decatur shall be made into the employee's Section 501(c)(9) Post Employment Health Plan (PEHP) account as established in Exhibit G of this agreement. The costs for establishing the PEHP and ongoing administrative costs shall be borne exclusively by the Union and/or employee.

ARTICLE 10 HOLIDAYS

Section 1. In lieu of holiday pay, 24-hour shift employees in the classified fire fighting service shall receive one working day leave each year in accordance with departmental rules. Such days of leave may be taken at any time during the year at the selection of the employee with the approval of the Battalion Chief on the respective employee's shift and subject to the other applicable provisions of this Memorandum.

Section 2. A 24-hour shift employee may divide the holiday into two 12- hour paid leaves. A request for a full holiday by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full holiday is submitted prior to 6:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a holiday must be submitted prior to mandatory sign-up.

Section 3. Fire Inspectors shall have time off with pay on the following holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Friday after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Good Friday	Veterans Day	

Effective May 1, 2009, Fire Inspectors shall no longer have National Election Day or one Unscheduled Holiday off with pay, and in lieu thereof, twelve (12) hours of holiday compensation shall be added to the employee's base pay. Effective May 1, 2009. $300 per year of the 12 hours of holiday compensation shall be contributed in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Fire Inspectors will be eligible for 88 hours of holiday time each year, regardless of the work schedule assigned to him or her; and one (1) hour of holiday credit with pay shall be deducted from the total amount available for each Fire Inspector for each hour of leave taken for a holiday.

Section 4. 24-hour shift employees in the classified fire service shall receive "Holiday Pay" equal to seventy-two (72) hours pay, prorated biweekly during the ensuing 12 months, at the applicable hourly rate, applied to their base pay for their respective ranks.

$300 per year of the seventy-two (72) hours of holiday pay compensation shall be contributed in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Section 5. The employer is authorized to deduct and pay to the Trustee of the Post Employment Health Plan (PEHP) Section 501(c)(9) Voluntary Employee Benefit Association (VEBA) account established as described in Exhibit G of this agreement for the benefit of the employee, $300 of compensation in accordance with Sections 3 and 4 above. The costs for establishing the VEBA and ongoing administrative costs shall be borne exclusively by the Union and/or employee.

ARTICLE 11 COMPANY STRENGTH

Section 1. Each engine and ladder truck company in the Decatur Fire Department shall, at all times the same is in service, be attended by not less than three employees in the classified fire service, one of whom shall be an officer. During temporary periods not to exceed two hours in duration, such apparatus may be staffed by two employees, one of whom shall be an officer.

When Station 1 manpower is available, not less than 4 employees shall be assigned to Truck 1. When less than the required number of employees in the classified fire fighting service are available for duty to meet the three person minimum on all in-service companies, and there are no such employees available from other companies of the same shift, as many such employees as are necessary to maintain the minimum company strength to so staff said equipment shall be called in from other shifts in accordance with the overtime provisions of this Memorandum.

No more than two companies shall be scheduled out of service for training at any one time, and during those times when one company is "browned out," not more than one company shall be scheduled out of service for training. Companies scheduled for training while in-service shall remain in their respective still territories during said training.

No more than two companies may be placed out of service at any one time. The Department shall implement these provisions by reasonable rules to carry out the intent thereof and to prevent interruption of fire protection and emergency response to the City.

ARTICLE 12 ON-THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. The City shall provide worker's compensation in accordance with the Worker's Compensation Act, and shall pay such compensation as is required by 5 ILCS 345/1, for all employees in the classified service.

Section 2. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 3. (a) The City shall offer light duty assignments, as provided herein and based upon a physician's approval, to employees who are unable to perform full duty

responsibilities because of job-related illness, injury or disability; provided that, this section shall only apply if such work is available and there is a reasonable expectation that the employee will be able to assume the full duties of the position within 12 months. In the event the City's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees:

(i) if the employee has filed for adjustment with the Industrial Commission, the opinion of the Commission, or an arbitrator thereof, shall control, and said employee shall not be required to report for light duty until said Commission or arbitrator has so ruled;

(ii) if the employee has not filed for adjustment with the Industrial Commission, both the City and the employee shall retain all rights granted by statute.

(b) For employees on leave for off-duty illness, injury or disability, light duty assignments shall be assigned only with the mutual consent of the Fire Chief and the employee.

(c) Light duty assignments shall not involve make work, but shall consist of bona fide work assignments related to or in support of the City's fire suppression and fire prevention. A light duty assignment shall not be used to displace employees from performing such work. Effective May 1, 2005, an employee who is on duty-injury leave will be required to perform said light duty assignment if so offered, as provided in subparagraph (a), and shall be assigned to his normal shift (i.e. 24-hour shift employees to 24-hour shifts; Fire Inspector to 40-hour shift.) for a period of six months (180 days from the date of assignment to light duty) provided, that if the employee is not released to perform regular duty after 6 months, the Fire Chief shall have the discretion to assign such employee to a 40 hour work week Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. All decisions shall be made fairly and impartially.

ARTICLE 13 SICK LEAVE

Section 1. (a) Except as provided in subparagraph (b) hereof, full time employees in the classified fire fighting service shall accrue 20 hours of sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 4,800 hours. Employees who have accumulated in excess of 4,800 hours of sick leave prior to this date shall be “grandfathered” as to the use of all excess accumulations.

(b) Upon assignment as a Fire Inspector, pursuant to Article 8, subparagraphs 9 (a) and (b), an employee shall be credited with one (1) hour of sick leave for each three (3) hours of such leave that said employee had accrued on the day of assignment. Thereafter, a Fire Inspector shall accrue six and two-thirds (6.67) hours of sick leave for each month of continuous service uninterrupted by resignation or discharge, up to a maximum accumulation of 1,600 hours. Employees who have accumulated in excess of 1,600 hours of sick leave prior to this date shall be “grandfathered” as to the use of all excess accumulations. Upon removal from assignment as a Fire Inspector, any such employee

shall be credited with three (3) hours of sick leave for every one (1) hour of such leave that said employee had accrued on the day of removal there from.

Section 2. (a) Except as provided in subparagraph (b) hereof, accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. Twenty-four (24) hours of accumulated sick leave credit with pay shall be deducted from such employee's sick leave accumulation for each duty day not worked due to illness, injury or off-the-job incurred disability. The employee may elect to use sick leave in twelve (12) hour increments, provided the leave commences only at either the beginning or the middle of the duty day.

(b) One (1) hour of accumulated sick leave credit with pay shall be deducted from the sick leave accumulation of each Fire Inspector for each duty hour not worked due to illness, injury or off-the-job incurred disability.

Section 3. An employee who qualifies for the benefit described in Section 10 or 11 of this Article and who uses sick leave credit while absenting himself from the job due to illness, injury or off-the-job incurred disability for one working day or any part thereof for which no physician's verifying statement is provided to the City shall be entitled to full pay for each of such days or parts thereof only for the first three days during the period of May 1 through the following April 30 that such employee so absents himself; beginning the fourth day that such employee so absents himself from the job, and on all such similar occasions until the end of such annual period, a physician's statement may be required for each absence and the employee shall be entitled to only one-half day of pay for the first day of such absence, or payment for only half of the time absent if less than one full day regardless of whether only one working day or part thereof or two or more consecutive scheduled working days discounting any intervening earned or scheduled days off are missed, and only one-half as much sick leave credit shall be deducted from such employees sick leave accumulation as would otherwise be deducted for such first day or part thereof. For the employee who does not qualify for the benefit described in Section 10 or 11 of this Article, a physician's statement may be required for any and every absence, and the provision of this Section 3 regarding pay and sick leave credit shall apply beginning the first time that such employee so absents himself from the job, and on all such similar occasions until the end of such annual period. In any case, an employee shall be entitled to full pay for all time absent from the job due to illness, injury or off-the-job incurred disability if such employee provides the city with a physician's statement that such employee was injured, all or otherwise physically disabled on the date in question and if such employee has sufficient sick leave credit accumulated to cover such an absence and uses the same. Notwithstanding any of the provisions of this Section 3, a physician's statement may be required before sick leave pay is paid for any employee who uses sick leave credit while absenting himself from the job due to illness, injury or off-the-job incurred disability on any official City holiday.

Section 4. An employee who becomes ill, injured or disabled off-the-job shall so notify his/her immediate supervisor and shift supervisor by 06:15 of the duty day of absence. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within two duty days from the day on which the employee

was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. In all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave is paid. Such statements shall set forth reasons for the employee's inability to perform his duties, the date of return to work (if available), and the date of the next visit (if applicable), and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. If an employee is on sick leave and it is determined by a physician that said employee will be unable to return to work within an amount of time equivalent to his remaining unused sick leave or within one (1) year from the commencement of sick leave, whichever would occur first; said employee no later than ten (10) days after receipt of physician's notice or immediately after expiration of the one (1) year of sick time, whichever occurs first, shall apply for disability benefits if he is eligible for such benefits and if granted, sick leave payment will be stopped at the earlier of either the exhaustion of sick leave days or one (1) year after the commencement of sick leave, whichever is earlier. If disability is awarded by the employee's retirement fund, he may choose to be paid for his unused sick leave at one-half his normal daily rate of pay for each 24 hours of unused sick leave or he may retain his remaining sick leave and be credited therewith if and when he returns to duty. Promotional vacancies shall be filled within thirty (30) days of the Pension Board's written determination as to the disability, provided there is a promotional register in effect or if not, immediately upon the effective date of a new promotional register.

Section 7. An employee found engaged in other employment comparable to his regular duties while on sick leave shall be subject to disciplinary action.

Section 8. Upon retirement from, or death while in, the classified fire fighting service, an employee shall be paid $100.00 per accumulated day of sick leave up to 100 days and $200.00 per accumulated day of sick leave from 101 days up to 200 days, to a maximum payment of thirty thousand dollars ($30,000.00). Payment shall be made into the employee's Section 501(c)(9) Post Employment Health Plan (PEHP) account as established in Exhibit G of this agreement. The costs for establishing the PEHP and ongoing administrative costs shall be borne exclusively by the Union and/or employee. For purposes of this section, if a Fire Inspector retires as such, he shall be paid on the basis of 8-hour days. The provisions of this Section 8 of this Article are effective July 3, 2014.

Section 9. Other than regular shift employees in the classified fire fighting service shall accrue six and two-thirds (6.67) hours of sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 200 8-hour days. Effective July 3, 2014, employees who have accumulated in excess of 1,600 hours (200 days) of sick leave shall be "grandfathered" as to the use of all excess

accumulations. One day accumulated sick leave credit with pay shall be deducted from sick leave accumulated for each duty day not served due to illness.

Section 10. Any 24-hour shift employee who has accumulated 2400 hours of sick leave as of each May 1st shall be granted one day's leave with pay, and any 40 hour employee who has accumulated 800 hours of sick leave as of each May 1st shall be granted eight (8) hours leave with pay, to be used at any time during the period of May 1 through the succeeding April 30. Sick leave days deducted for payments pursuant to Article 12 of this Agreement shall not be deducted from an employee's total accumulation for purposes of this section. The leave time granted employees under Sections 10 and 11 of this Article shall not be accumulated and carried over into the following period of May 1 through the succeeding April 30, except with the approval of the City Manager, or if the employee was requested to delay the taking of the leave by the Fire Chief with the approval of the City Manager.

Section 11. Any 24-hour shift employee who has not accumulated 2400 hours of sick leave as of each May 1 (including employees hired after May 1, 1987) shall be each entitled to one days' leave with pay, and any 40 hour employee who has not accumulated 800 hours of sick leave as of each May 1 (including employees hired after May 1, 1987) shall be each entitled to eight (8) hours leave with pay to be used at any time during the period of May 1 through the succeeding April 30, if as of May 1 of each such annual period such employee has accumulated 75 percent (75%) of the maximum possible accumulation of sick leave that such employee could have earned since either May 1, 1987, or the employee's date of hire, whichever is later. Sick leave deducted for payments made pursuant to Article 12 of this Agreement shall not be deducted from an employee's accumulated total for purposes of this section. At such time as 75 percent (75%) of an employee's maximum possible sick leave accumulation calculated as herein described is equivalent to either 2400 hours for a 51.8 hour per week employee or 800 hours for a 40 hour per week employee, then as of the next succeeding May 1st such employee may only qualify for the leave provided in this Section 11 by meeting the standards set forth in Section 10 hereof.

Section 12. A 24-hour shift employee may divide the leave day specified in Sections 10 and 11 of this Article 13 into two 12-hour paid leaves. A request for a full day of such leave by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full day is submitted prior to 12:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a day of such leave must be submitted prior to mandatory sign-up.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. Leave with pay of two duty days for 24-hour employees, or thirty two (32) consecutive duty hours plus eight (8) duty hours travel time if out of state for 40-hour employees, shall be granted a full-time employee in the classified fire fighting service in the event of a death in the immediate family. Immediate family includes only: (a) spouse, children, stepchildren and spouse of children; (b) parents, stepparents of the employee or the employee's spouse; (c) brothers, stepbrothers, sisters, and stepsisters of the

employee and of the employee's spouse; and, (d) grandchildren, step grandchildren and grandparents, and step grandparents of the employee and of the employee's spouse.

Section 2 (a). An emergency is hereby defined as a situation of a serious nature involving an occurrence or occurrences unknown to an employee at the beginning of his or her shift. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family of an employee in the classified fire fighting service, such employee will be allowed to leave his duties while the emergency exists subject to department needs during periods of public safety concern such as, but not limited to, fires, explosions or natural disasters, but not including basic staffing requirements absent such conditions.

Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

(b). If an employee wishes to leave duty to attend the birth of his child, such an employee may, at his option and in addition to any rights conferred by subsection (A) hereof, use one (1) day of sick leave, or part thereof, for attendance at such birth.

Section 3. A full-time classified employee in the fire fighting service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified fire fighting service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. In cases of leave of absence which are for more than thirty (30) days in length, the city may require a physical examination for an employee granted such leave and may require such an examination before reinstatement of the employee. If such examination is required before said leave is granted and the results thereof are found to be substantially the same as disclosed by the examination before the leave, the employee shall not be disqualified from disability for reinstatement.

Section 6. Employees duly appointed to serve as members or alternates of the union's bargaining committee for purposes of negotiating agreements with the City covering wages, hours, and other conditions of employment, and employees duly appointed to attend grievance meetings and hearings with the City, shall be permitted to attend such bargaining sessions, and such meetings and hearings, during regularly scheduled hours of duty with no loss of pay.

ARTICLE 15 OTHER BENEFITS

Section 1 (a). Work clothes and turnout gear for employees in the classified fire fighting service, other than personal items such as shoes, belts, underwear, socks and similar items, shall be furnished and replaced by the City.

(b) All shirts shall be provided to employees with patches sewn on.

Section 2. The employee having custody of any clothing or equipment or property furnished by the City shall have the responsibility for the proper care, custody, cleaning and keeping thereof.

Section 3. If items of personal property are lost or damaged in the line of duty not due to neglect, the employee will be compensated for the same up to a maximum of one-hundred fifty ($150.00) dollars per item.

Section 4. The City will reimburse the pre-approved cost of tuition and textbooks for fire officer's certification and for courses directly related to an employee's job, up to a maximum of one thousand dollars ($1,000). The City will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job.

Section 5. In the event of a line of duty death to a Firefighter, the City shall pay a maximum of $10,000 for funeral expenses.

Section 6. The City shall pay any unreimbursed expenses for follow up medical testing for any evaluation required by Administrative Policy F-482, entitled "Employee Respiratory Protection Program", for any employee who passes such evaluation. Prior to requesting payment from the City, the employee shall submit claims for all such expenses to the City's group health insurance program and to any other applicable program of coverage, and shall supply to the City all explanations of benefits and proofs of expenses for any such follow up medical testing.

Section 7. The City shall allow Local 505 members to participate in the International Association of Fire Fighters-FC Frontline deferred Compensation programs.

ARTICLE 16 INSURANCE

Section 1. (a). PPO Insurance Benefits. The City shall provide medical, major medical and hospital group insurance for each employee with benefits not less than those benefits in effect as of October 30, 2006 and as described in Exhibit C (PPO Plus), including a daily hospital room benefit sufficient to pay the minimum double room rate available in the city of Decatur for one person in such room. The City shall also provide group life insurance in the amount of $25,000 for each employee.

(b) Exemption. The Union agrees that any high deductible insurance benefits negotiated or established in accordance with the reopener in Section 5 of this Article are exempt from the foregoing requirements of Section 1 (a) that the insurance offered has "benefits not less than those benefits in effect as of October 30, 2006", and such may be offered by the City to all employees without violation of this section. This exemption shall apply to any program with benefits as summarized in Exhibit C and currently in effect, or scheduled to take effect during the term of this Agreement, including those in Exhibit C to take effect January 1, 2012, and January 1, 2013. Any change or modification thereto, or other medical, major medical or hospital group insurance plans or benefits the City might

desire to offer shall be required to meet the requirements of Section 1 (a), except as expressly provided in Section 1 (b) hereof, or as agreed upon in Section 5 below.

Section 2. Allocation of Premium Costs. The City and the employee shall pay the following premium costs for employees and their dependents who enroll in the PPO insurance plan as provided in Section 1(a). Effective May 1, 2010, the employee shall contribute $15 per month for single coverage and $75.00 per month for family coverage, and the City shall contribute the remainder. Effective May 1, 2011, the employee shall contribute $30.00 per month for single coverage and $100.00 per month for family coverage, and the City shall contribute the remainder. Effective May 1, 2012, the employee shall contribute $45.00 per month for single coverage and $125.00 per month for family coverage, and the City shall contribute the remainder. Effective April 30, 2013, the employee shall contribute $60.00 per month for single coverage and $150.00 per month for family coverage, and the City shall contribute the remainder.

On May 1, 2014, and May 1 of each year thereafter, monthly employee contributions for single and family coverage for the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed seven and one half percent (7.5%). Effective January 1, 2018, no annual increase in monthly employee contributions shall exceed eight and one half percent (8.5%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

Upon written authorization by an employee, the city shall deduct from the wages or salary of such employee each sum as is certified by the City as premium payment for enrollment in the City dental insurance plan.

Section 3. Section 125 Flexible Spending Account. The City shall continue to maintain a Section 125 Flexible Spending Account plan for purposes of allowing employees to make contributions for unreimbursed medical and dependent care expenses and premium costs for city provided health insurance as authorized by 125 of the Internal Revenue Code.

Section 4. Those employees under the age of 65 years who retired after May 1, 1981, and who enrolled, on October 31, 1990, in the group plan established by the Union, and those employees who retire after November 1, 1990, and those employees who are or have been placed on disability pension pursuant to State statute on or after November 1, 1990, shall be entitled to belong to the employee and dependent medical, major medical and hospital insurance programs provided for employees under the provisions of this Agreement, provided that such retired or disabled employees pay the entire premium for such insurance. Such employees must notify the City in writing of their intention to exercise the option provided for herein not later than (a) November 10, 1990, or (b) ten (10) days after retirement or approval of a disability pension, whichever date is later.

Section 5. Health Insurance Reopener. Effective September 1, 2008 either party may reopen this Article for negotiation by serving written notice of its desire to do so upon the other party. Any such reopener negotiations shall be limited to the subject of the establishment of additional high deductible options to the basic PPO Plus plan described in the Article and Exhibit C. In addition, the City may reopen this Article to negotiate the impact of Federal health care reform requirements upon the City and its health insurance program. In the event this Agreement is modified to provide for any additional high deductible option, unless the parties mutually agree otherwise, one of the options shall include a high deductible/HSA (Health Savings Account) option with the amounts of individual, family deductibles, out-of-pocket maximum expenses and the apportionment of savings from premium deductions resulting from the implementation of any high deductible options to be determined by the reopener negotiations process.

Upon notice the City and the Union shall negotiate for a period of up to 60 days or longer if mutually agreed. If the City and Union fail to reach agreement during such reopener negotiations, then either the City or the Union may seek to have their dispute resolved in accordance with Article 14 of the Illinois Labor Relations Act, except that the tripartite panel shall be waived and the panel of arbitrators shall be requested from FMCS and shall consist of seven members of the NAA who reside in Illinois, Wisconsin or Indiana.

Section 6. The Employer and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Effective July 3, 2014, employees covered under this Memorandum of Agreement shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan per the applicable provisions of Federal and State law.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by this Memorandum of Agreement whose spouse is also an employee represented by this Memorandum of Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a

subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

ARTICLE 17 WORK RULES AND CONDITIONS

Section 1. The City and the Union agree to use their best efforts to make safe working conditions for fire fighters to reduce injuries and death.

In order to promote safety and as far as is practicable to eliminate accidents, injuries, and death in the fire service, the City and the Union hereby agree that a safety committee shall be formed and shall be comprised of one representative from management and one representative from each battalion selection by the Union.

This committee shall meet at least quarterly to identify, discuss and make recommendations concerning health and safety conditions, accidents, protective devices and clothing, equipment and any other work hazards or unsafe working conditions.

The City shall permit committee members reasonable access to any fire department facility or department records when investigating health or safety conditions, unless prohibited by law or exigent operational circumstances.

Section 2. The City may adopt reasonable rules not in conflict with the provisions of this Memorandum for the Operations of the Department and the conduct of the employees in the classified fire fighting service to encourage and maintain the proper and efficient operation thereof. The City shall promptly provide the Union with a written copy of any rule change so made.

Section 3. Immediately upon discovering that an employee in the classified fire fighting service is unable to report for duty and not later than the shift starting time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absences from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee.

In the absence of extenuating circumstances an employee whose supervisor is not notified within two duty days after the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified fire fighting service shall report to duty on time and shall faithfully and efficiently perform the requirements of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the applicable provisions of the State Civil Service

Law for Cities and the ordinances of the city and the rules of the Civil Service Commission adopted pursuant thereto except as modified by the provisions of Article 18.

Section 6. Use of any tobacco products, including but not limited to snuff, chewing tobacco, cigars, cigarettes or pipe, is prohibited while on duty for any employee.

Section 7. All newly hired employees shall be required to obtain and maintain certification as EMT-Is subject to the conditions of this section. Such employees shall be assigned to attend classes to secure EMT-I certification in seniority order when directed by the Chief at an available class opening for he is qualified. It is expected that such certification shall ordinarily be completed no later than three (3) years after hiring, subject to the following conditions:

(1) An available class opening is defined as one approved by the system resource hospital and in the system resource hospital area.

(2) In the event the number of certified EMT-Is is sufficient (i.e., above the minimum number determined and set forth in writing by the Chief), the Chief may delay such training to avoid certifying a number of EMT-Is in the excess of the minimum number established by the Fire Chief.

Employees with 12 years or more job seniority, that are up next to be sent to EMT-I class, may refuse. Those with less than 12 years will still be expected to obtain their EMT-I license based on job seniority from the most senior to the least senior.

(3) Prior to exercising the exception specified in (1) above, the Fire Chief shall survey the EMT-Is who are eligible to downgrade (completed 2 license certification periods) to determine whether downgrades are planned within the next twelve (12) months. No delay shall be allowed to the extent that it would directly delay the downgrade of an eligible EMT-I planned within the next twelve (12) months.

Downgrades: (a) The Chief shall determine the number of EMT-Is to be maintained at all times in order to provide service to the citizens. EMT-I assignments shall be distributed equally so that there are an equal number assigned to each battalion.

There shall be a sufficient number of employees certified as EMT-Is (or greater) to continuously staff the number of EMT-I vehicles as described by Exhibit D in this Agreement.

(b) Any eligible EMT-I (one who has completed two license certification periods) wishing to downgrade to an EMT-B shall state his/her intentions in writing to his shift commander prior to October 1 of each year. All requests shall be prioritized by department seniority regardless of when and the number received. Downgrade requests shall only be allowed until the department total reaches the minimum number established and set forth in writing by the Chief. Any other requested downgrades will have to wait until there is an EMT-I available so that the minimum staffing is maintained. Any request not honored in

a calendar year, must be resubmitted. On October 1, the shift commanders will forward all downgrade requests to the Fire Chief for prioritizing. The Fire Chief and Union President will review and prioritize the requests. The most senior employee who has completed the two (2) license certification periods (8 years) timely submitting a request for downgrade shall have first priority.

(c) If at any time, due to retirement, resignation, or extended disability, the number of EMT-Is fall below the number specified by the assignments on Exhibit D on a battalion, the Fire Chief will have the option to transfer the least senior EMT-I from a sufficiently staffed battalion to maintain minimum staffing of the affected battalion. When the affected battalion reaches its specified level of staffing, the transferred EMT-I shall be transferred back to his/her original battalion.

(d) No downgrade request will be allowed to drop below the EMT-B level, based on the level of qualifications as of May 1, 2004, except for employees who have voluntarily certified as EMT-Bs prior to April 5, 1988. If those qualifications change, either party may request to reopen this section.

Section 8. Bargaining unit employees shall, in conjunction with the Office of the State Fire Marshal and Chief Officers of the Department, have the responsibility for conducting fire investigations and fire inspections.

ARTICLE 18 GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this agreement concerning only the application, meaning or interpretation of the terms of this agreement as they affect the members of the Union or said employees.

Section 2. (a) All discipline, reprimands, suspensions and discharges shall be for just cause only.

(b) Disciplinary reprimands, both oral and written, may be grieved pursuant to the provisions hereof, but such reprimands may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands, the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this section.

(c) Suspensions, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 4 and 5 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator

adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(d) The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The Union or any employee covered by this Agreement shall first attempt to resolve any grievance orally with the appropriate battalion or division chief. The battalion or division chief will attempt to resolve the dispute whenever possible, and if not settled, state reasons why such was not possible. Grievances settled at this level are not precedent for future grievances.

Section 5. A Battalion Chief shall respond to the Union’s grievance within five (5) business days. If the Union is not satisfied with the particular battalion or division chief's response, the written grievance may be filed with the Fire Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the Agreement which the Union or the employees feels is being violated. The Fire Chief shall meet with two (2) representatives within ten (10) business days after receiving the grievance. The Fire Chief shall give said officer's response in writing within five (5) business days thereafter. A "business day", for the purposes of this Article, shall be any day on which the City's Administrative Offices are open and conducting business.

Section 6. If the union is not satisfied with the Fire Chief's response, the written grievance may be referred to the City Manager within five (5) business days after the Fire Chief's decision.

The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall give the City's response in writing within five (5) business days with his decision.

Section 7. If the union is not satisfied with the City's response, the written grievance and the City's responses may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) days after the City Manger's decision.

The City and the Union shall attempt to agree upon an arbitrator.

If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from its grievance arbitration panel, which arbitrators are members of the National Academy of Arbitrators and are residents of Illinois. Both the City and the Union shall have the right to alternately strike three names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). All hearings shall take place in the city of Decatur, Illinois, unless otherwise mutually agreed.

Section 8. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party pursuant to the procedure in the Illinois Public Labor Relations Act. The pendency of any proceedings for review of the arbitrator's decision as allowed by law shall not automatically stay the order of the arbitrator.

Section 9. For all arbitrations, the losing party shall bear the cost of the arbitration, as well as the cost of providing the arbitrator a transcript of the hearings. In the event that the decision of the arbitrator finds in part for each party the arbitrator shall provide in his order for the assessment and division of such costs. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 10. No grievance shall be entertained or processed unless submitted, in writing to the Fire Chief, as per Section 5 hereof, within fifteen (15) business days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said fifteen (15) business days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the city's last response.

Section 11. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 12. If a request for arbitration is made as provided in Section 7 hereof and the parties are unable to mutually agree upon an arbitrator within 10 business days thereof, then FMCS must be so notified in writing, and asked to submit a panel of arbitrators as therein provided, within 45 business days of the date said request for arbitration was received by the City Manager's Office. Upon the receipt of said panel, the union must within seven (7) business days thereof notify the City that it is willing to meet or otherwise confer with the City within 14 business days of said notice for the purpose of selecting an arbitrator. The City shall meet with the Union within said 14 business days. For the purposes hereof, notice shall be considered served on the date of mailing. If such notices are not served within the time limits provided herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The time limits established herein may be extended by mutual agreement, in writing, of the parties.

ARTICLE 19 INTERRUPTION OF DUTY

During the term of this agreement, there shall be no strikes, slow downs, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the fire fighting service and the operation of the Fire Department of the City.

ARTICLE 20 CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the city and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of the city; provided that, nothing in this Article shall be construed as abridging or limiting in any manner the jurisdiction or authority of any arbitrator appointed or otherwise selected for any purpose under the provision of Article 18 hereof or the Illinois Public Labor Relations Act, and all decisions of such arbitrator shall be fully binding upon the City, as provided by law.

Section 2. Unless otherwise limited by this Agreement, and the Illinois Public Labor Relations Act, Section 1604, the City retains all management rights and powers granted it by law.

Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: The right to operate and manage all manpower, facilities and equipment; to deliver fire protection, fire prevention and emergency medical services to the citizens of Decatur; the right to establish functions; the right to establish and modify the organizational structure; the right to select, direct and determine the number of personnel and the right to establish work schedules.

This Agreement shall be construed however as requiring the employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

ARTICLE 21 NON-DISCRIMINATION

Section 1. During the term of this Memorandum of Agreement, in accordance with applicable law neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

ARTICLE 22 SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Memorandum of Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein.

Section 2. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The city and the Union acknowledge that this agreement supersedes and cancels all ordinances, practices, side agreements, and other understandings inconsistent with this Agreement. All practices, side agreements and other understanding not inconsistent with this Agreement will remain in effect.

Recognizing the fact that it is not possible for agreements of this kind to cover every contingency that may arise, both parties hereto, in conference, may and will make any mutually acceptable adjustments which appear desirable to meet changing conditions, with the understanding that such supplemental agreement(s) shall be put in writing, shall reference this Article and shall be ratified by the parties and signed by the City Manager, Union President and Union Secretary. Said supplemental agreements shall be attached to this agreement and made a part thereof and subject to all of its other terms and conditions.

In agreeing to this Article the Union expressly does not waive its right to impact or effect bargaining for the life of this Agreement, as allowed under the Illinois Public Labor Relations Act.

ARTICLE 23 TERM OF AGREEMENT

Section 1. This Agreement and each of its provisions shall be effective as of January 1, 2020 and shall continue in full force and effect until December 31, 2024 and thereafter from year to year, unless either party shall notify the other in writing not later than October 1st prior to the anniversary date of this agreement that it desires to modify or amend the same.

If notice is timely given as provided herein, this agreement shall remain in full force and shall be effective during the period of negotiation and, if necessary, during impasse resolution procedures.

Section 2. If notice to modify or amend is given as provided in Section 1 hereof, then negotiations on a successor agreement shall commence not later than November 1st, or some other date mutually agreed to by the parties hereto.

ARTICLE 24 HEALTH AND PHYSICAL FITNESS

The parties agree that safe performance of the duties of a member of the classified fire service requires high levels of physical fitness and mental alertness. Accordingly, the parties agree to strive to better wellness and fitness training for Fire Department personnel.

Wellness and Fitness Program. The City and the Union agree to establish a voluntary employee wellness and fitness program. To participate in the program, the employee must receive an annual physical examination (which must be completed in conjunction with the employee's periodic respirator physical exam provided by the City at the City's expense, and the results of which must address, at a minimum, each of the following criteria). The employee must:

1) abstain from use of tobacco products;

2) maintain blood pressure in the American Heart Association recommended acceptable range;

3) maintain cholesterol in the American Heart Association recommended acceptable range;

4) maintain A1C level in the American Diabetes Association recommended acceptable range;

5) pass all components of the periodic respirator physical exam; and

To receive credit for participating in the program, the employer's physician must certify to the Fire Chief, on a form provided by the Department, that above criteria 1 through 5 have been met.

Employees who choose to enroll in the wellness and fitness program shall do so on or before January 1, 2013, or for employees beginning employment after January 1, 2013, within 30 days after beginning employment.

Employees who elect to participate in the program shall be required to pass and/or fulfill all established standards. Effective April 30, 2013, all such employees who pass or fulfill such standards, at least annually by November 30 of each year, as certified by the physician administering the annual respirator physical examination as stipulated above, shall be eligible to receive a $600 stipend toward the cost of medical expenses for the following calendar year. To receive the stipend, the employee must enroll, during December of the year in which he/she qualifies for the stipend, in the Premium Conversion and/or Medical Care Reimbursement Accounts of the City's Section 125

Flexible Spending Account (FSA) plan, as referenced in Article 16, Section 3 of this Agreement in a total amount not less than that of the stipend, for the following calendar year. The stipend shall be prorated and payable bi–weekly for the duration of the employee's enrollment in the above-stipulated FSA accounts during that calendar year.

The parties agree to establish a joint wellness/physical fitness committee, which shall consist of six (6) persons, three (3) appointed by the Fire Chief and three (3) appointed by the Union president. The committee shall meet from time to time to explain and promote the wellness and fitness program to the employees.

ARTICLE 25 DRUG TESTING

Section 1. The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them, obey the law, and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and the Union agree to establish a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 2. (a) "Drugs" shall mean any controlled substance listed in 720 ILCS 570/100 et. Seq. known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone
Morphine	Tranquilizers
Codeine	Cocaine
Heroin	Amphetamines
Meperidine	Phenmetrazine
Marijuana	LSD
Barbiturates	Mescaline
Gluetethimide	Steroids
Psilocybin-psilocin	MDA

PCP	Choloral Hydrate
Hash	Methylphenidate
Hash Oil	

(b) The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

(c) “Impairment” due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. **Prohibitions.**

Firefighters shall be prohibited from: (a) Consuming or possessing alcohol or illegal drugs any time during the work day on any of the city’s premises or job sites, including all city buildings, properties, vehicles and the employee’s personal vehicle while engaged in city business.

(b) Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

(c) Being under the influence of alcohol, or prescribed drugs during the course of the work day.

(d) Failing to report to Battalion Chief any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4. **Use of Alcohol or Legal Drugs Prior to Emergency Recall.**

The parties recognize that employees may be placed in a conflict arising from the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency recall during off duty hours. Accordingly, when employees are notified of any emergency recall from off duty, the following procedure shall apply:

(a) The recalled employee shall advise the officer in charge of the station to which he/she reports if he/she has consumed alcohol or legal drugs during the day of the emergency recall and the extent of such activity.

(b) The officer in charge shall assess the employee’s condition and fitness for duty and either assign him/her to duty or, if the employee is determined to be unfit for duty will not allow him/her to sign in for duty.

Section 5. **The Administration of Tests.**

(a) Informing Employees Regarding Drug Testing. All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

(b) Pre-Employment Screening. Nothing in this Article shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

(c) When a Test May Be Compelled. There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 10 or as otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs, or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Battalion Chief or his or her designee confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the designated Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty designated Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

(1) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;

(2) When an employee is involved in an on-duty accident where medical treatment by a medical professional is required.

(3) When an employee is involved in an on-duty vehicular accident.

(4) Where an employee has experienced excessive absenteeism or tardiness, under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

(d) Reasonable Suspicion Standard. Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol, or controlled substances. Reasonable suspicion will be based upon the following:

(1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;

(2) Information provided by an identifiable third party which is independently corroborated.

(e) Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. The identity of any third party shall be made available to a Union designated representative upon request and such information shall be treated as confidential information subject to disclosure only to the extent relevant to processing a grievance.

A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a designated representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 6. Conduct of Tests.

The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item (h) below, shall apply), the City shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

(b) Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.

(c) Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

(d) Collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing is requested by the employee.

(e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

(f) Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provide quantitative data about the detected drug or drug metabolites.

(g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Human Resources Manager in writing within seventy- two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more.

(i) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

(k) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interests.

(l) Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 7. Cutoff Levels.

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

<u>Initial Test Level</u>

Marijuana metabolites 100 ng/ml

Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

	Confirmatory Initial Test Level
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

*Delta-9-tetrahydrocannabinol-9-cartioxylic acid

**Benzoylecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 8. **Right to Contest.**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 9. Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol, or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs, or under the influence of drugs, or alcohol. If the

employee is then unfit for duty in this current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 10. Discipline. All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

(a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

(1) undergo appropriate treatment as determined by the physician(s) involved;

(2) discontinue use of illegal drugs, or abuse of alcohol;

(3) complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;

(4) submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

(b) Second Positive. Employees who test positive in the confirmatory test of drugs, or alcohol on a second occasion shall be subject to discharge. If the employer is then undergoing treatment, as provided in (a) (1) and (3) of Section 10 above, or if there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

(c) Third Positive. Employees who test positive on the confirmatory test of drugs, or alcohol on a third occasion shall be subject to discharge without possibility of mitigation or commutation. The Fire Chief is hereby empowered by contract to impose such penalty, and neither the Civil Service Commission nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty. This Section 10 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol, or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol, or drug

abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

Section 11. Confidentiality of Test Results.

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Human Resources Manager, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity during the disciplinary process to refute said results.

Section 12. **Insurance Coverage.**

The employee may utilize the City's EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.

CITY MANAGER For the City of Decatur	UNION PRESIDENT For IAFF Local 505

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2020

increase = 2.25%

Firefighter (18)	Step	Hourly (51.8 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Start	A (1)	$22.0648	$2,285.92	$59,434	72	$1,588.67	$61,023	$2,347.02	$300	$60,723	$2,335.48
After 6 Months	B (2)	$22.6185	$2,343.28	$60,925	72	$1,628.53	$62,554	$2,405.91	$300	$62,254	$2,394.38
After 1 Year	C (3)	$23.6141	$2,446.42	$63,607	72	$1,700.22	$65,307	$2,511.82	$300	$65,007	$2,500.28
After 2 Years	D (4)	$24.7960	$2,568.87	$66,791	72	$1,785.31	$68,576	$2,637.54	$300	$68,276	$2,626.00
After 3 Years	E (5)	$26.0359	$2,697.32	$70,130	72	$1,874.59	$72,005	$2,769.42	$300	$71,705	$2,757.88
After 4 Years	F (6)	$27.3376	$2,832.17	$73,636	72	$1,968.30	$75,605	$2,907.88	$300	$75,305	$2,896.34
After 8 Years	G (7)	$28.1577	$2,917.14	$75,846	72	$2,027.35	$77,873	$2,995.11	$300	$77,573	$2,983.58
Lieutenant (20)											
At Promotion	E (1)	$28.7059	$2,973.93	$77,322	72	$2,066.82	$79,389	$3,053.42	$300	$79,089	$3,041.88
After 6 Months	F (2)	$30.1414	$3,122.64	$81,189	72	$2,170.18	$83,359	$3,206.11	$300	$83,059	$3,194.57
6 Mon/8 Yrs Sen	G (3)	$31.8183	$3,296.37	$85,706	72	$2,290.91	$87,997	$3,384.48	$300	$87,697	$3,372.95
Captain (22)											
At Promotion	F (2)	$33.2308	$3,442.72	$89,511	72	$2,392.62	$91,903	$3,534.74	$300	$91,603	$3,523.20
After 6 Months	G (3)	$35.0796	$3,634.25	$94,490	72	$2,525.73	$97,016	$3,731.39	$300	$96,716	$3,719.85

Inspector* (20)	Step	Hourly (40 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Promotion	E (1)	$38.2894	$3,063.15	$79,642	12	$459.47	$80,101	$3,080.82	$300	$79,801	$3,069.28
After 6 Months	F (2)	$40.2041	$3,216.33	$83,624	12	$482.45	$84,107	$3,234.88	$300	$83,807	$3,223.34
6 Mon/8 Yrs Sen	G (3)	$42.4407	$3,395.26	$88,277	12	$509.29	$88,786	$3,414.84	$300	$88,486	$3,403.31
Inspector* (22)											
At Promotion	F (2)	$44.3250	$3,546.00	$92,196	12	$531.90	$92,728	$3,566.45	$300	$92,428	$3,554.92
After 6 Months	G (3)	$46.7909	$3,743.27	$97,325	12	$561.49	$97,887	$3,764.87	$300	$97,587	$3,753.33

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2021

increase = 2.25%

Firefighter (18)	Step	Hourly (51.8 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Start	A (1)	$22.5613	$2,337.35	$60,771	72	$1,624.41	$62,396	$2,399.83	$300	$62,096	$2,388.29
After 6 Months	B (2)	$23.1274	$2,396.00	$62,296	72	$1,665.18	$63,961	$2,460.05	$300	$63,661	$2,448.51
After 1 Year	C (3)	$24.1454	$2,501.47	$65,038	72	$1,738.47	$66,777	$2,568.33	$300	$66,477	$2,556.79
After 2 Years	D (4)	$25.3539	$2,626.67	$68,293	72	$1,825.48	$70,119	$2,696.88	$300	$69,819	$2,685.34
After 3 Years	E (5)	$26.6217	$2,758.01	$71,708	72	$1,916.76	$73,625	$2,831.73	$300	$73,325	$2,820.19
After 4 Years	F (6)	$27.9527	$2,895.90	$75,293	72	$2,012.59	$77,306	$2,973.30	$300	$77,006	$2,961.76
After 8 Years	G (7)	$28.7913	$2,982.77	$77,552	72	$2,072.97	$79,625	$3,062.50	$300	$79,325	$3,050.97
Lieutenant (20)											
At Promotion	E (1)	$29.3518	$3,040.84	$79,062	72	$2,113.33	$81,175	$3,122.12	$300	$80,875	$3,110.58
After 6 Months	F (2)	$30.8195	$3,192.90	$83,016	72	$2,219.01	$85,235	$3,278.25	$300	$84,935	$3,266.71
6 Mon/8 Yrs Sen	G (3)	$32.5342	$3,370.54	$87,634	72	$2,342.46	$89,976	$3,460.63	$300	$89,676	$3,449.10
Captain (22)											
At Promotion	F (2)	$33.9785	$3,520.18	$91,525	72	$2,446.45	$93,971	$3,614.27	$300	$93,671	$3,602.73
After 6 Months	G (3)	$35.8689	$3,716.02	$96,617	72	$2,582.56	$99,199	$3,815.35	$300	$98,899	$3,803.81

Inspector* (20)	Step	Hourly (40 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Promotion	E (1)	$39.1509	$3,132.07	$81,434	12	$469.81	$81,904	$3,150.14	$300	$81,604	$3,138.60
After 6 Months	F (2)	$41.1087	$3,288.69	$85,506	12	$493.30	$85,999	$3,307.67	$300	$85,699	$3,296.13
6 Mon/8 Yrs Sen	G (3)	$43.3956	$3,471.65	$90,263	12	$520.75	$90,784	$3,491.68	$300	$90,484	$3,480.14
Inspector* (22)											
At Promotion	F (2)	$45.3223	$3,625.78	$94,270	12	$543.87	$94,814	$3,646.70	$300	$94,514	$3,635.16
After 6 Months	G (3)	$47.8437	$3,827.50	$99,515	12	$574.12	$100,089	$3,849.58	$300	$99,789	$3,838.04

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2022

increase = 2.25%

Firefighter (18)	Step	Hourly (51.8 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Start	A (1)	$23.0689	$2,389.94	$62,138	72	$1,660.96	$63,799	$2,453.82	$300	$63,499	$2,442.29
After 6 Months	B (2)	$23.6478	$2,449.91	$63,698	72	$1,702.64	$65,400	$2,515.40	$300	$65,100	$2,503.86
After 1 Year	C (3)	$24.6887	$2,557.75	$66,502	72	$1,777.59	$68,279	$2,626.12	$300	$67,979	$2,614.58
After 2 Years	D (4)	$25.9244	$2,685.77	$69,830	72	$1,866.56	$71,697	$2,757.56	$300	$71,397	$2,746.02
After 3 Years	E (5)	$27.2207	$2,820.07	$73,322	72	$1,959.89	$75,282	$2,895.45	$300	$74,982	$2,883.91
After 4 Years	F (6)	$28.5816	$2,961.05	$76,987	72	$2,057.87	$79,045	$3,040.20	$300	$78,745	$3,028.66
After 8 Years	G (7)	$29.4391	$3,049.89	$79,297	72	$2,119.61	$81,417	$3,131.41	$300	$81,117	$3,119.87
Lieutenant (20)											
At Promotion	E (1)	$30.0122	$3,109.26	$80,841	72	$2,160.88	$83,002	$3,192.37	$300	$82,702	$3,180.83
After 6 Months	F (2)	$31.5130	$3,264.74	$84,883	72	$2,268.93	$87,152	$3,352.01	$300	$86,852	$3,340.47
6 Mon/8 Yrs Sen	G (3)	$33.2662	$3,446.38	$89,606	72	$2,395.17	$92,001	$3,538.50	$300	$91,701	$3,526.96
Captain (22)											
At Promotion	F (2)	$34.7431	$3,599.38	$93,584	72	$2,501.50	$96,085	$3,695.59	$300	$95,785	$3,684.05
After 6 Months	G (3)	$36.6760	$3,799.63	$98,790	72	$2,640.67	$101,431	$3,901.19	$300	$101,131	$3,889.66

Inspector* (20)	Step	Hourly (40 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Promotion	E (1)	$40.0318	$3,202.54	$83,266	12	$480.38	$83,746	$3,221.02	$300	$83,446	$3,209.48
After 6 Months	F (2)	$42.0336	$3,362.69	$87,430	12	$504.40	$87,934	$3,382.09	$300	$87,634	$3,370.55
6 Mon/8 Yrs Sen	G (3)	$44.3720	$3,549.76	$92,294	12	$532.46	$92,826	$3,570.24	$300	$92,526	$3,558.70
Inspector* (22)											
At Promotion	F (2)	$46.3420	$3,707.36	$96,391	12	$556.10	$96,948	$3,728.75	$300	$96,648	$3,717.21
After 6 Months	G (3)	$48.9202	$3,913.62	$101,754	12	$587.04	$102,341	$3,936.20	$300	$102,041	$3,924.66

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2023

increase = 3.25%

Firefighter (18)	Step	Hourly (51.8 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Start	A (1)	$23.8187	$2,467.61	$64,158	72	$1,714.94	$65,873	$2,533.57	$300	$65,573	$2,522.03
After 6 Months	B (2)	$24.4164	$2,529.53	$65,768	72	$1,757.98	$67,526	$2,597.15	$300	$67,226	$2,585.61
After 1 Year	C (3)	$25.4911	$2,640.88	$68,663	72	$1,835.36	$70,498	$2,711.47	$300	$70,198	$2,699.93
After 2 Years	D (4)	$26.7670	$2,773.06	$72,099	72	$1,927.22	$74,027	$2,847.18	$300	$73,727	$2,835.64
After 3 Years	E (5)	$28.1054	$2,911.72	$75,705	72	$2,023.59	$77,728	$2,989.55	$300	$77,428	$2,978.01
After 4 Years	F (6)	$29.5105	$3,057.29	$79,489	72	$2,124.76	$81,614	$3,139.01	$300	$81,314	$3,127.47
After 8 Years	G (7)	$30.3958	$3,149.01	$81,874	72	$2,188.50	$84,063	$3,233.18	$300	$83,763	$3,221.64
Lieutenant (20)											
At Promotion	E (1)	$30.9876	$3,210.31	$83,468	72	$2,231.10	$85,699	$3,296.12	$300	$85,399	$3,284.58
After 6 Months	F (2)	$32.5371	$3,370.85	$87,642	72	$2,342.67	$89,985	$3,460.95	$300	$89,685	$3,449.41
6 Mon/8 Yrs Sen	G (3)	$34.3473	$3,558.38	$92,518	72	$2,473.01	$94,991	$3,653.50	$300	$94,691	$3,641.96
Captain (22)											
At Promotion	F (2)	$35.8722	$3,716.36	$96,625	72	$2,582.80	$99,208	$3,815.70	$300	$98,908	$3,804.16
After 6 Months	G (3)	$37.8679	$3,923.12	$102,001	72	$2,726.49	$104,728	$4,027.98	$300	$104,428	$4,016.44

Inspector* (20)	Step	Hourly (40 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Promotion	E (1)	$41.3328	$3,306.62	$85,972	12	$495.99	$86,468	$3,325.70	$300	$86,168	$3,314.16
After 6 Months	F (2)	$43.3997	$3,471.98	$90,271	12	$520.80	$90,792	$3,492.01	$300	$90,492	$3,480.47
6 Mon/8 Yrs Sen	G (3)	$45.8141	$3,665.13	$95,293	12	$549.77	$95,843	$3,686.27	$300	$95,543	$3,674.74
Inspector* (22)											
At Promotion	F (2)	$47.8481	$3,827.85	$99,524	12	$574.18	$100,098	$3,849.94	$300	$99,798	$3,838.40
After 6 Months	G (3)	$50.5101	$4,040.81	$105,061	12	$606.12	$105,667	$4,064.12	$300	$105,367	$4,052.58

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2024

increase = 3.00%

Firefighter (18)	Step	Hourly (51.8 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Start	A (1)	$24.5332	$2,541.64	$66,083	72	$1,766.39	$67,849	$2,609.58	$300	$67,549	$2,598.04
After 6 Months	B (2)	$25.1488	$2,605.42	$67,741	72	$1,810.72	$69,552	$2,675.06	$300	$69,252	$2,663.52
After 1 Year	C (3)	$26.2558	$2,720.10	$70,723	72	$1,890.42	$72,613	$2,792.81	$300	$72,313	$2,781.27
After 2 Years	D (4)	$27.5700	$2,856.25	$74,262	72	$1,985.04	$76,247	$2,932.60	$300	$75,947	$2,921.06
After 3 Years	E (5)	$28.9485	$2,999.07	$77,976	72	$2,084.30	$80,060	$3,079.23	$300	$79,760	$3,067.70
After 4 Years	F (6)	$30.3958	$3,149.01	$81,874	72	$2,188.50	$84,063	$3,233.18	$300	$83,763	$3,221.64
After 8 Years	G (7)	$31.3077	$3,243.48	$84,330	72	$2,254.15	$86,585	$3,330.18	$300	$86,285	$3,318.64
Lieutenant (20)											
At Promotion	E (1)	$31.9172	$3,306.62	$85,972	72	$2,298.04	$88,270	$3,395.01	$300	$87,970	$3,383.47
After 6 Months	F (2)	$33.5133	$3,471.97	$90,271	72	$2,412.95	$92,684	$3,564.78	$300	$92,384	$3,553.24
6 Mon/8 Yrs Sen	G (3)	$35.3778	$3,665.14	$95,294	72	$2,547.20	$97,841	$3,763.10	$300	$97,541	$3,751.57
Captain (22)											
At Promotion	F (2)	$36.9484	$3,827.85	$99,524	72	$2,660.28	$102,184	$3,930.17	$300	$101,884	$3,918.63
After 6 Months	G (3)	$39.0040	$4,040.81	$105,061	72	$2,808.29	$107,869	$4,148.82	$300	$107,569	$4,137.28

Inspector* (20)	Step	Hourly (40 Hr Week)	Bi-Wkly	Annual	Hol Hours	Annual Holiday Pay	Total Annual Salary	Total Bi-Wkly Salary	Annual PEHP	Total Pensionable Salary	Bi-Weekly Pensionable Salary
At Promotion	E (1)	$42.5728	$3,405.82	$88,551	12	$510.87	$89,062	$3,425.47	$300	$88,762	$3,413.93
After 6 Months	F (2)	$44.7017	$3,576.14	$92,980	12	$536.42	$93,516	$3,596.77	$300	$93,216	$3,585.23
6 Mon/8 Yrs Sen	G (3)	$47.1885	$3,775.08	$98,152	12	$566.26	$98,718	$3,796.86	$300	$98,418	$3,785.32
Inspector* (22)											
At Promotion	F (2)	$49.2836	$3,942.69	$102,510	12	$591.40	$103,101	$3,965.43	$300	$102,801	$3,953.89
After 6 Months	G (3)	$52.0254	$4,162.03	$108,213	12	$624.31	$108,837	$4,186.05	$300	$108,537	$4,174.51

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT B MANDATORY TRAINING

1. Basic Operations Firefighter Certification* (obtained within the first year of employment)
2. EMT-Basic License (April 5, 1988) (obtained within the first year of employment)
3. EMT-Intermediate License (only as needed by the Department)
4. F. A. E. Certification (obtained within the first year of successful completion of training academy)

* - includes refresher training for CPR

EXHIBIT C

Preferred Provider Option (PPO)

Schedule of Benefits:	In-Network:	Out of Network:
Deductible	$250 per calendar year	$500 per calendar year
Family deductible	3 individual deductibles	3 individual deductibles
Individual out-of-pocket limit	$1,500/calendar year	$5,000/calendar year
Family out-of-pocket limit	3 individual limits	3 individual limits
Hospital Benefit Inpatient/Outpatient	80% of eligible charge	60% of eligible charge
Medical/surgical care (Physicians)	0% of scheduled max. allowance	% of scheduled max. allowance
Emergency care	100% of eligible charge no deductible	
Inpatient mental	80% of eligible charge	60% of eligible charge
Outpatient mental	80% of max. allowance	60% of max. allowance
Chiropractic Services	$1000 per year max 80% of max. allowance	$1000 per year max 60% of max. allowance
Prescription medicines	80% of eligible charge	
Private duty nursing	80% after deductible 44 visits per calendar year	
Physical therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Occupational therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Speech therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Preventive Care (Evidence-based items/services rated A or B in the current recommendations of the U. S. Preventive Services Task Force)	100% deductible does not apply	60% after deductible
Precertification	$500 reduction in benefits for failure to notify National Health Service when receiving inpatient services	
Dependent Eligibility	To age 26	

Note: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

EXHIBIT D STATION BIDDING

NO. 1 STATION	NO. 2 STATION	NO. 3 STATION	NO. 4 STATION	NO. 5 STATION	NO. 6 STATION	NO. 7 STATION
1 Captain	1 Captain	1 Captain	1 Captain	1 Captain	1 Captain	1 Captain
1 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	
2 Lieutenant						
1 Firefighter	1 Firefighter	1 Firefighter	1 Firefighter	1 Firefighter	1 Firefighter	1 Firefighter
2 Firefighter	2 Firefighter	2 Firefighter	2 Firefighter	2 Firefighter	2 Firefighter	2 Firefighter
3 Firefighter						3 Firefighter
4 Firefighter						
5 Firefighter						
6 Firefighter						
1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I
2 EMT-I						
3 EMT-I						

The minimum number of Department EMT-I's for 2023 is 39. There will be at least 13 EMT-I's assigned per shift.

Exhibit D reflects the current staffing requirements for each station. Subsequent changes by the Fire Chief will be reflected in a revised Exhibit D.

EXHIBIT E

ASCERTAINED MERIT FOR LIEUTENANT/INSPECTOR & CAPTAIN PROMOTIONS

Points for Ascertained Merit shall be awarded based on the following schedule. The maximum number of points for Ascertained Merit is **100.**

A. EDUCATION

	Lieutenant & Inspector	Captain
Masters Degree	50	50
Bachelors Degree	40	40
Associates Degree	30	30
Non-applicable Degree	10	10

Applicable degrees: Fire Engineering, Public Administration, Fire Science, Occupational Safety, Fire Administration, Nursing, medical-related fields. Points will be awarded for degrees conferred by colleges or universities listed by the U.S. Department of Education, Database of Accredited Postsecondary Institutions and Programs (http://www.ope.ed.gov/accreditation/).

A(1). EDUCATION POINTS ARE NOT CUMULATIVE

Points for education degrees shall not be cumulative. Points shall be awarded for the most advanced degree or certification achieved (e.g., max points for education: Masters – 50; Bachelors – 40; Associates – 30).

B. CERTIFICATIONS & TRAINING

1. Illinois Office of State Fire Marshall (IOSFM) Certifications:		
• Fire Officer I/Company FO Certification – Provisional	30	0
• Fire Officer II/Advance FO Certification	30	30
○		
• HAZMAT Tech	10	10
• Confined Space Ops	5	5
• Confined Space Tech	5	5
• Trench Ops	5	5
• Trench Tech	5	5
• Structural Collapse Ops	5	5
• Structural Collapse Tech	5	5
• Rope Ops	5	5
• Rope Tech	10	10
• Fire Investigator	15	15
• Fire Inspector I	5	5
• Fire Inspector II	5	5
• Public Fire and Life Safety Educator	5	5

• Incident Safety Officer	5	5
• Instructor II	5	5
• Instructor III	5	5
• Vehicle Machinery Ops	5	5
• Vehicle Machinery Tech	5	5
If using one of the disciplines to qualify to test it cannot be counted toward ascertained merit		
2. Illinois Department of Public Health (IDPH) Certifications:		
• Emergency Medical Technician – Intermediate (EMT)	10	10
• Emergency Medical Technician – Paramedic (EMT-P)	30	30
If using one of the disciplines to qualify to test it cannot be counted towards ascertained merit		
3. Emergency Medical Instructor Certifications		
• CPR Instructor	5	5
• ACLS Instructor	5	5
• PALS Instructor	5	5
• International Trauma Life Support Instructor	5	5
4. Completed IFSI Courses		
• Leadership Development & Decision Making (Fire Officer)	5	5
• Fire Ground Company Officer	5	5
• Fire Ground Command Officer	5	5
• Rapid Intervention Team Rescue Technician	5	5
• Fire Attack and Suppression Techniques (FAST)	5	5
• Advanced Breathing Apparatus Specialist (Smoke Divers)	3	3
• Engine Company Operations	3	3
• Truck Company Operations	3	3
5. Other Certifications		
• Public Safety Diver or PADI Diver, Dry Suite & Full Face (DFD Team Member)	10	10
• National Fire Academy (maximum points: 80) o 2 week course o 1 week course	 20 10	 20 10

EXHIBIT F

EARNED TIME OFF

EARNED TIME REQUESTS

All requests for earned time off shall be completed by using the "Leave Scheduler" module of the City's Employee Explorer program. Leave Scheduler automatically time stamps an earned time request as soon as the request is saved.

Vacations/Holidays/SLIP days signed for herein shall be for the period May 1 through April 30. All vacation/holiday/SLIP days must be taken during this period.

FIRST CHOICE VACATION DAYS

First choice sign-up shall occur on March 1st, 2nd and 3rd each year. First choice sign-up shall be by job seniority.

Employees may sign, on any date of the schedule, for their total vacation days earned, or any portion thereof, during their first opportunity given each employee. Any break in the consecutive days signed in for, excluding Kelly Days, shall constitute termination of First Choice. The First Choice will be a guaranteed vacation choice. Each employee of this department will be given a First Choice opportunity prior to any member signing for a portion of, or any remaining time due each individual. When any portion of total vacation time remaining after a First Choice is made, it may be scheduled as desired, but in accordance with these Instructions.

When a vacancy occurs in a first choice position, which would allow for an additional employee who had not been offered the opportunity to sign in for that specific day(s) during first choice sign-up, the day(s) shall be offered to the person next in seniority below the last person previously signed in for that day(s) who was permanently assigned to that shift at the time of first choice sign in.

In all cases, the day shall be offered to only those with time remaining to be signed in for.

Personnel transferred to another shift who have first choice vacation signed in for, shall have their request for vacation granted, provided the day immediately proceeds or follows a day where there is no available opening, if desired.

SINGLE VACATIONS DAYS, HOLIDAY, SLIP DAY

To ensure time off for a Single Vacation Day, Holiday or SLIP day an employee must enter a request for time off at least thirty (30) days prior to the time desired. The request must include all the information required on the Leave Scheduler and make

known to the officer in charge of that battalion the employee's desire for the requested time off.

"At least thirty days prior to the time desired" means:

1. thirty full twenty-four hour days
2. the desired day off is not to be counted as one of thirty prior days
3. a day off starts at 06:40 A.M., therefore, the thirty days prior also starts at 06:40 A.M.

"Making known to the officer in charge of that battalion" means:

Filling out an Earned Time Off request is not enough. If an employee just fills out a request for time off at the fire station and for some reason the Battalion Chief or designee does not become aware of the request for time off until after the thirty days prior time limitation has passed, the employee who had previously requested that day off could not be notified of being bumped from that day within the established thirty day time frame limitation.

Employees who have properly requested time off have the right to count on their request being honored, if they have not been notified otherwise before the thirty days prior to the time off requested. It is, therefore, the responsibility of the person making a request for time off to make sure that the request is submitted with sufficient allowance for the time in case it is necessary to notify another person of their having been bumped.

An employee shall be notified before 06:40 A.M. on the thirtieth day prior to the day which has been requested off if the time off is not granted because of being bumped.

Requests for Single Vacation Days, Holiday or SLIP day, other than first choice, shall be honored on a first-come, first-served basis, by requesting the day no later than 12:00 P.M. on the calendar day preceding the day in which time off is available. Any deviation from this request is at the discretion of the Battalion Chief or designee. The Instructions shall govern and seniority shall prevail.

One (1) Vacation day, Holiday or SLIP may be split into two (2) twelve (12) hour periods.

The twelve hour periods of dividing are from 06:40 A.M. to 18:40 P.M. and 18:40 P.M. to 06:40 A.M. No other time frames will be allowed. No dividing will be allowed after January 1. Requests to divide an Authorized Holiday shall be honored, on a first-come, first-served basis, by requesting the day no later than 18:00 P.M. on the duty day preceding the day in which time off is available. Requests for a 24-hour day will supersede a 12-hour request, provided all the established criteria are met. The Instructions shall govern and seniority shall prevail.

REASSIGNMENT OF DAYS

This section is to establish the Fire Department's position on reassignment of days, previously filled by vacation/holiday/bonus requests that become available due to a serious illness, retirement, or injury (on or off the job). Available Day means that the individual will not be able to physically perform their normal duties on shift day previously requested off. The day becomes available once the employee has provided a Doctor's note stated the inability to work on that day or the Fire Chief determines the employee to be incapacitated and unable to give notice himself/herself Light Duty personnel are not considered present, and do not count towards the four slots agreed to in this document. Personnel who are present and have time signed in for, and that day(s) has the maximum number of employees scheduled off, shall be required to take such time. Article 9: Section 3 of the Memorandum of Agreement between IAFF Local 505 and the City of Decatur shall apply. These guidelines only apply to days which have the maximum number of employees scheduled off.

When a vacancy occurs on a calendar day, previously filled by vacation/holiday/bonus requests, that become available due to a serious illness, retirement, or injury (on or off the job), which would allow for an additional employee who had not been offered the opportunity to sign in for that specific day(s), that day(s) shall be offered to the next person in seniority, below the least senior person previously signed in for that day(s).

(a)If the day hadn't been filled during first choice, the day shall be offered to the next person in seniority, below the least senior person [not including the first-choice person(s)] previously signed in for that day(s).

(b)If the day had been filled during first choice, the day shall be offered to the next person in seniority, below the least senior (first-choice) person remaining signed in for that day(s).

Notification on the availability of previously filled days, due to illness or injury, shall be made to members of the affected battalion when the Chief or the Officer in Charge of said battalion receives notification from the affected individual.

"Notification Received Means": The affected individual shall cause the Chief or Officer in Charge of the battalion to be notified of such illness or injury as outlined in the memorandum of Agreement between IAFF Local 505 & City of Decatur, Article(s) 12 / 13.

"Notification Given Means": The Officer in Charge of the affected battalion receives verbal confirmation from an individual that an illness or injury has occurred that will require the individual be absent for four (4) or more duty days. Once received, the Officer in Charge shall give notice to members of the affected battalion. In the event of a serious medical emergency, the individual's immediate family, designee, or person with knowledge of the event should contact the individuals immediate or shift supervisor.

Once the Department receives notification from/about a retirement, extended illness, or injury and the probable length of disability, the Officer in Charge of the affected battalion shall make known, in writing, electronic mail, or public communication, to each fire station of the available days. Upon receipt of said notification, the officer(s) in charge of each fire station shall inform all personnel assigned to that station, on the day of notification, the dates of days available. All officers shall attempt to notify personnel assigned to that station who are not on duty that day. No personnel will be allowed to submit requests for time off of "Available" days prior to notification of such time by the Officer in Charge of the affected battalion. "Notification Given" shall be considered the first full duty day after "Notification is Received".

Requests for "Available" days outside the 30 calendar day window shall be honored on a Seniority basis by requesting the day no later than 12:00 on the calendar day notification is given by the Officer in Charge of the shift. Employees must have earned time available. Future earned time signed in for, but not yet used, cannot be applied if those future days have the maximum number of employees off. The instructions shall govern and seniority shall prevail. There shall be no dividing of Available days.

Requests for "Available" days inside the 30 calendar day window shall be honored under the guidelines governing First Choice Vacancies once notification is given by the Officer in Charge of the shift. Employees must have earned time available. Future earned time signed in for, but not yet used, cannot be applied if those future days have the maximum number of employees off. The instructions shall govern and seniority shall prevail. There shall be no dividing of Available days.

REQUESTS FOR TIME OFF

All requests for time off must be made by employees by entering them into the Leave Scheduler module of the City’s Employee Explorer program. In circumstances where Leave Scheduler is not available or not functioning, said requests must be submitted, in writing, to the Battalion Chief or designee. The Battalion Chief or designee will properly execute the request when the time off is granted and taken or, if denied, return to the employee a written explanation of denial.

Should an excessive number of personnel be scheduled to be off at any one time, due to any reason or reasons, the Fire Chief will have the right to change, alter, or reschedule Single Vacation Days, Authorized Holidays, or SLIP Days, in order to have sufficient fire fighting force on duty.

In cases of extenuating circumstances or questions that arise concerning the scheduling or selection of time off that may not be covered by these Instructions, the Fire Chief shall be the deciding authority.

It is further understood that training will be conducted Monday through Saturday. It is understood that no request for earned time off will be denied based upon scheduled training. [Chief may also incorporate this final paragraph into rules and regulations.]

[Employer to stipulate on the record that this policy constitutes an understanding not inconsistent with the provisions of the labor agreement between the parties per the provisions of the savings clause.]

EXHIBIT G

Post Employment Health Plan (PEHP) IRC Section 501(c)(9)
Voluntary Employee Benefit Association (VEBA)

Section 1. Plan. The City and the Union hereby adopt the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees of Nationwide Retirement Solutions, a Nationwide Financial Company, as amended and restated as of January 17, 1997.

Section 2. Copies. Copies of the Plan Document and the Trust Agreement for the PEHP will be on file for inspection by members of the bargaining unit at each of the Fire Stations of the City of Decatur.

Section 3. Election. The Union elects, and the City agrees, to apply 100% of PEHP contributions to the Qualifying Medical Care Expense subaccount of the PEHP, as defined in the Plan Document.

Section 4. For the term of the Agreement, effective May 1, 2009, the Employer agrees to adopt the PEHP program and shall deposit $300 per year in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Section 5. Effective July 3, 2014, the Employer agrees to deposit all moneys from payouts of vacation accruals per Article 9, Section 5 of this agreement, for each employee, into the employee's Post Employment Health Plan (PEHP) account.

Section 6. Effective July 3, 2014, the Employer agrees to deposit all moneys from sick leave payouts per Article 13, Section 8 of this agreement, for each employee, into the employee's Post Employment Health Plan (PEHP) account.

EXHIBIT H

FLSA 7(G)(2) AGREEMENT – FIRE INSPECTOR WORK

This Agreement is made pursuant to the statutory provisions of Section 7(G)(2) of the Fair labor Standards Act, 29 U.S.C. §207(G)(2), between the City of Decatur ("Employer"), and _____ ("Employee"), as permitted by Article 6, Section 8, of the Collective Bargaining Agreement ("CBA") between the Employer and the Decatur Firefighters Local 505 International Association of Firefighters ("Union").

In consideration of the mutual covenants, undertakings, and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by the Employer in the position of Firefighter, Lieutenant, or Captain and in that position, Employee is paid at a regular and bona fide rate pursuant to Article 6, of the CBA. The parties agree that any overtime hours spent by Employee in performing the duties of the Firefighter, Lieutenant, or Captain position, which shall be considered the Employee's primary duties, will be paid at one and a half times the rate referenced in Article 6 of the CBA.

2. At times, Employee may also perform special overtime assignments for the Employer as a Part-Time Fire Inspector. Work performed as a Part-Time Fire Inspector shall be considered the employee's secondary duties. The parties agree that the straight time rate for secondary work as a Part-Time Fire Inspector shall be $24.00 per hour. However, the parties agree that all hours worked pursuant to any 7(G) assignment and this Agreement are outside the employee's normal duty schedule and shall be paid at the overtime rate of $36.00 per hour.

Agreed:

Employer: _____ (Print) _____ (Signature)

Title: _____ Date: _____

Employee: _____ (Print) _____ (Signature)

Rank: _____ Date: _____

Acknowledged by:

Union: _____ (Print) _____ (Signature)

Title: _____ Date: _____

SUBJECT: Resolution Authorizing the Purchase of Twelve (12) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems and Installation of the Devices by Egizii Electric

ATTACHMENTS:

Description	Type
Fire Department Memo 2023-10 Resolutions Authorizing the Purchase and Installation of 12 Opticom GPS Intersection Radio Units	Cover Memo
Resolution authorizing the purchase of twelve (12) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems	Resolution Letter

DECATUR FIRE DEPARTMENT
MEMORANDUM
2023-10

DATE: July 11, 2023

MEMO: 2023-10

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM : Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT: Resolutions authorizing the purchase of twelve (12) Opticom GPS Intersection Radio Units and Accessories from Traffic Control Corporation for Emergency Vehicle Preemption Systems and installation of the devices by Egizii Electric.

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the attached Resolutions authorizing the Mayor and City Clerk to purchase 12 Opticom devices from Traffic Control Corporation located in Woodridge, Illinois and authorizing Egizii Electric of Springfield, Illinois to install the devices.

BACKGROUND:

The fire department began using Opticom Traffic Preemption Systems in 2019 at select intersections around the City. The department has continued to have devices installed at select intersections. The department currently has 37 intersections with the devices installed. The goal in the 2020 budget was to have 50 intersections with the devices. The purchase of these 12 will bring the total to 49 intersections.

POTENTIAL OBJECTIONS: There are no known objections to this resolutions request.

INPUT FROM OTHER SOURCES: Jeff Abbott, Fire Chief and Jim Ohl, Deputy Fire Chief

STAFF REFERENCE: Jeff Abbott, Fire Chief

BUDGET/TIME IMPLICATIONS: Funding included in the 2023 budget.

Station 1 Territory Completed intersections

Eldorado St	Main St
Main St	North St
Main St	William St
Main St	Prairie Ave
Main St	Main St
Main St	Wood St
Eldorado St	Water St
Eldorado St	Franklin St
Eldorado St	Jackson St
Eldorado St	MLK Jr Dr
Grand Ave	Monroe St
Garfield Ave	Water St

Station 2 Territory Completed Intersections

Eldorado St	22nd St
Jasper St	Wood St
22nd St	Wood St
22nd St	Prairie Ave
Route 36	Wood St

Station 3 Territory Completed Intersections

Eldorado St	Fairview Ave
Fairview Ave	Main St
Eldorado St	Monroe St
Eldorado St	Oakland Ave
Grand Ave	Route 48
Fairview Ave	King St

Station 5 Territory Completed Intersections

Route 51	Mound Rd
Pershing Rd	Macarthur Rd
Pershing Rd	Main St
Pershing Rd	Water St
Route 51	Ash Ave
Macarthur Rd	Mound Rd
Mound Rd	MLK Jr Dr

Station 6 Territory Completed Intersections

S Main St	Decatur St
Route 51	Franklin St
Route 51	Southside Dr
Route 51	1st Drive

Station 7 Territory Completed Intersections

Route 36	36th St
Route 36	Baltimore Ave
Route 36	Airport Plaza Dr

R/R Crossing intersections

Route 36 East	Eldorado St
5 Points Intersection	
Route 36 East	Prairie Ave
Route 36 East	27th St
Route 36 East	Country Club Rd
Route 36 East	44th St
Route 36 East	Airport Rd/121

Proposed Intersections

Main St	Garfield Ave	Charles St	Pershing Rd
Eldorado St	Church St	Jasper St	Pershing Rd
Eldorado St	Edward St	Vicki Dr	Pershing Rd
Eldorado St	Van Dyke	Brett Ave	Pershing Rd
22nd St	Pershing Rd	MLK Jr Dr	Pershing Rd
Woodford St	Pershing Rd	22nd St	Route 48

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF TWELVE (12) OPTICOM GPS INTERSECTION RADIO UNITS AND ACCESSORIES FROM TRAFFIC CONTROL CORPORATION FOR EMERGENCY VEHICLE PREEMPTION SYSTEMS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINIOIS.

Section 1. That the quote presented to the City Council from Traffic Control Corporation for the purchase of twelve (12) Opticom GPS Intersection Radio Units and Accessories for the Emergency Vehicle Preemption systems, in the total amount of $88,072.00, and the same is hereby, received, placed on file, and approved.

Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Traffic Control Corporations, for their bid price of $88,072.00.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

TRAFFIC CONTROL CORPORATION
10435 ARGONNE WOODS DRIVE
WOODRIDGE, IL 60517
P: 630-543-1300 F: 630-543-5050

QUOTATION

Number 650574

To: 10236
DECATUR, CITY OF
1 GARY K ANDERSON PLAZA
ACCOUTING DIVISION
DECATUR IL 62523 USA

Attn:
Email:
Phone: 217-424-2708 **Fax:** 217-424-2772

Quote Date: 2/24/2023 **Expires:** 5/24/2023
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: ANDRE SANTOS
Email: AS@TCC1.com
Phone: (630) 361-2113

Letting Date:
Book / Call / Item:
Contract No:

Location: CITY OF DECATUR FIRE DEPARTMENT
Description: OPTICOM GPS EMERGENCY VEHICLE PREEMPTION

QUOTE REVISED 4/27/23 REDUCED QUANTITIES PRICES FIRM THRU 5/24/23

PRICES ARE FOR MATERIAL ONLY - NO INSTALLATION OR ON-SITE ASSISTANCE INCLUDED
PRICES FIRM THRU 5/25/23

Part Number / Description	Unit Price	Qty/UM	Net Price
F57140. GPS INTERSECTION RADIO UNIT, OPTICOM 3100: 76-1000-1189-0 BUY 5 GET 1 FREE PROMOTION SPR	3,123.00	10.00 EA	31,230.00
F60386. PHASE SELECTOR, MULTIMODE, OPTICOM 764: GTT, 76-1000-1054-0 BUY 5 GET 1 FREE PROMOTION SPR	3,145.00	10.00 EA	31,450.00
F67820 CARD RACK WITH P1 HARNESS ASSEMBLY, OPTICOM 760: GTT, 78-8114-5300-6	561.00	12.00 EA	6,732.00
F71286 GPS INSTALLATION CABLE 500ft, OPTICOM 1070: GTT, 78-8125-0421-1	850.00	12.00 EA	10,200.00
F88336 MULTIMODE AUXILIARY INTERFACE PANEL (AIP), OPTICOM 768: GTT, 76-1000-1059-0	705.00	12.00 EA	8,460.00
F57140. GPS INTERSECTION RADIO UNIT, OPTICOM 3100: 76-1000-1189-0 FREE UNIT FROM BUY 5 GET 1 FREE	0.00	2.00 EA	0.00
F60386. PHASE SELECTOR, MULTIMODE, OPTICOM 764: GTT, 76-1000-1054-0 FREE UNIT FROM BUY 5 GET 1 FREE	0.00	2.00 EA	0.00

Item Total:	88,072.00
Misc Charges and Adjustments:	0.00
Quote Total:	**88,072.00**

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order.
Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

SUBJECT: Resolution Authorizing the Installation of Twelve (12) Opticom GPS Intersection Radio Units and Accessories by Egizii Electric Inc for Emergency Vehicle Preemption Systems

ATTACHMENTS:

Description	Type
Resolution authorizing the installation of twelve (12) Opticom GPS Intersection Radio Units and Accessories by Egizii Electric Inc	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE INSTALLATION OF TWELVE (12) OPTICOM GPS INTERSECTION RADIO UNITS AND ACCESSORIES
BY EGIZII ELECTRIC INC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINIOIS.

Section 1. That the quote presented to the City Council from EGIZII ELECTRIC INC for the installation of twelve (12) Opticom GPS Intersection Radio Units and Accessories, in the total amount of $37,800.00, and the same is hereby, received, placed on file, and approved.

Section 2. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and EGIZII ELECTRIC INC, for their bid price of $37,800.00.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

Jelks, Ella M.

From: Ohl, Jim R
Sent: Wednesday, May 10, 2023 8:03 AM
To: Abbott, Jeffrey S
Subject: FW: Quote for Opticom systems Installation

From: Tracy Eubanks <teubanks@egiziielectric.com>
Sent: Tuesday, May 09, 2023 4:57 PM
To: Ohl, Jim R <JOhl@decaturil.gov>; Pat Keating <pkeating@egiziielectric.com>
Subject: Quote for Opticom systems Installation

Email Security WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jim,

Egizii Electric is pleased to provide a quote for the scope of work as listed below:

Egizii Electric will install 12 Opticom preemption systems and wiring as purchased and provided by the Decatur Fire Department. We will also coordinate with the supplier of the systems to complete programming and testing. As previously discussed, none of these systems will be installed at any intersection with railroad or ICC involvement. The cost for installation of 12 systems will be $37,800. Thank you for allowing us the opportunity to service your electrical needs.

Tracy Eubanks
Egizii Electric
3009 Singer Ave
Springfield, IL 62703
Office (217) 528-4001 , Mobile (217) 853-3150
teubanks@egiziielectric.com

NOTICE: E-MAIL TO OR FROM CITY STAFF MAY BE SUBJECT TO DISCLOSURE PURSUANT TO THE ILLINOIS FREEDOM OF INFORMATION ACT.

CONFIDENTIALITY NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by email reply.

Fire Department

DATE: 7/10/2023

MEMO: 2023-08

TO: Honorable Mayor Julie Moore Wolfe
Members of the Decatur City Council

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT: Acquisition of Three (3) Pierce Fire Apparatus

SUMMARY RECOMMENDATION:
City Administration recommends City Council approval of the attached resolution granting consent for the acquisition of three (3) Pierce Saber Pumpers replacing two (2) 2007 fire apparatus and one (1) 2009 fire apparatus at an acquisition cost not to exceed $2,325,000.00.

BACKGROUND:
The fire department is seeking to replace three (3) Pierce fire apparatus with council approval. The apparatus would be purchased through MacQueen Equipment LLC. The apparatus to be replaced are two (2) 2007 pumpers and one (1) 2009 pumper. The vehicles to be replaced all have excessive engine hours on them due to their age and their increased call volume. The 2007 pumpers have 13,089 hours and 13,704 hours respectively. The 2009 pumper has 12,495 engine hours. The conversion for engine hours to miles is engine hours multiplied by 33. The resulting number is the equivalent miles on each vehicle.

Pumper	Engine Hours	Equivalent Miles
Engine 6	12,495	412,335
Engine 8	13,089	431,937
Engine 9	13,704	452,232

Compounding the problem with the excessive engine hours is the delivery time for new fire apparatus. New apparatus takes around 27 to 31 months for delivery. If we don't purchase out of a specific Pierce program the delivery time increases to 3 years. Additionally, if we are not able to

obtain the current Cummins engines, the price for each apparatus will increase by $100,000 or more because the EPA changed the standard for 2027 engines. The current apparatus has been, and will be, used more than any Decatur apparatus in the past.

The department reached out to other apparatus manufactures for cost estimates and delivery times. The estimates received were in excess of $830,000 for each pumper, and a delivery date of 3 years. The purchase of these apparatus will help to ensure that the City has reliable fire apparatus in front-line service and reserve service.

The cost of the new apparatus is not to exceed $775,000 for each pumper and a total of $2,325,000.00. The price includes $75,000 for additional equipment for the vehicles. The purchase was discussed in the 2023 budget address due to the long delivery times for fire apparatus.

Once the vehicles are delivered in late 2025, financing will be put out for proposals to local banks as a priority. The apparatus will be purchased through MacQueen Emergency using a fire apparatus consortium buying group, the HGACBuy Group, which is a Texas based buying group out the Houston/Galveston area. The City has elected to utilize this consortium buying group at the recommendation of the manufacturer. The City previously acquired fire apparatus through the HGACBuy Group. Apparatus acquisition through HGACBuy Group is similar to acquisition through a state bid process.
The utilization of the HGACBuy Group allows the City to acquire the apparatus at consortium buying pricing and does not negatively impact the City in any pricing matter. This is the most affordable mechanism for acquisition of the apparatus.
With this resolution presented to Council for approval, Council will grant the City authority to secure debt financing of a not to exceed amount of $2,325,000 with an annual interest rate of not to exceed 6.5% (current rates are hovering around 5%), with the City ability to select a debt repayment term of 5-7 years. After consulting with our banking partners, interest rates are not expected to decrease in the next two years and may actually increase. Such repayment term will be selected from the most favorable terms quoted by the financing institutions.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Jeff Abbott, Fire Chief, 424-2811, Jim Ohl, Deputy Fire Chief, 424-2811. Chief Abbott will be at the council meeting to answer any questions the Council may have about this purchase.

BUDGET/TIME IMPLICATIONS:
The Apparatus will be delivered and operational in the third or fourth quarter of 2025 or early 2026.

ATTACHMENTS:

Description	Type

Resolution Authorizing City of Decatur to Enter Into a Purchase Agreement for the Purchase of Three (3) Pierce Saber Fire Apparatus and Agreement for Debt Financing of Apparatus

Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY OF DECATUR TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF THREE (3) PIERCE SABER FIRE APPARATUS AND AGREEMENT FOR DEBT FINANCING OF APPARATUS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the City of Decatur, through the Houston/Galveston Area Council (H-GAC), desires to acquire Three (3) Pierce Saber Apparatus, from Pierce Manufacturing of Appleton, Wisconsin, replacing three Pierce Apparatus, at a net acquisition price not to exceed $2,325,000.00.

Section 2. That the City of Decatur desires to enter into a debt financing arrangement for the acquisition of the new apparatus with a not to exceed principal amount of $2,325,000.00, at a not to exceed interest rate of 6.5%, for a financing term not to exceed seven (7) years.

Section 3. That the City Council hereby authorizes the City Manager the authority to enter into the contract to acquire the fire apparatus from Pierce Manufacturing of Appleton, Wisconsin, and to enter into the debt financing arrangement at the not to exceed levels as defined in Section 2.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EM-102

July 6, 2023

Chief Jeff Abbott
City of Decatur
1415 North Water
Decatur, IL 62526

Subject: **Proposal for three (3) Pierce Saber Pumpers**
Pierce Build to Order Specifications
Proposal / Bid #1362

Dear Chief Abbott,

With regard to the above subject, please find attached our completed proposal. Pricing is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$2,243,250.00 -** $747,750.00 Per Unit*
Houston-Galveston Area Council (HGAC) Consortium Pricing.
**Pricing is subject to change based on production slot availability.*

100% Performance Bond:

Should the City of Decatur elect to have us provide a Performance Bond, $5,508.00 will need to be added to the above price.

100% Prepayment Option:

Should the City of Decatur elect to make a 100% prepayment at contract execution, a discount of ($84,633.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$2,158,617.00 OR $2,164,125.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Bradenton, FL / Shipping to Decatur, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 27 to 30 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days. **Pricing is subject to change based on production slot availability.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 217-306-8427 or mike.yurgec@macqueengroup.com .

We wish to thank the City of Decatur for the opportunity to submit our proposal.

Respectfully,

Mike Yurgec
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

Clarifications

We offer the following clarifications to our Custom Engine proposal:

1. Single Source Manufacturer – Your apparatus will be built by Pierce Manufacturing at their main facilities in Appleton, Wisconsin.

2. Pierce Manufacturing designs, engineers, and manufacturers their apparatus at their own facilities in Wisconsin and Florida. The specific Pierce locations are:

   a. Chassis – Appleton, Wisconsin and Bradenton, Florida
   b. Apparatus Cabs – Appleton, Wisconsin
   c. Apparatus Bodies – Appleton, Wisconsin and Bradenton, Florida
   d. Waterous Pumps – St. Paul, Minnesota
   e. Aerial Ladders & Skybooms – Kewaunee & Appleton, Wisconsin
   f. Aerial Torque Box – Kewaunee, Wisconsin
   g. Assembly of Apparatus – Appleton & Neenah, Wisconsin and Bradenton, Florida.

3. The approximate length of the proposed apparatus is **32 feet, 0.00 inches** long.

4. The approximate height of the proposed apparatus is **9 feet, 8.00 inches** tall.

5. Weight Review: The final weight review will be done after the preconstruction conference when all vehicle changes, modifications, additions, and deletions are finalized.

6. Apparatus Drawing: A “D” size or 24” x 36” drawing of the reference proposed apparatus will be supplied. A more detailed drawing will be made for your review if we are favored with the order.

7. **Inspection trips are included** with this proposal as follows:

   a. A preconstruction meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.

   b. A final construction inspection meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal

   c. A final delivery inspection at the at the MacQueen service facility in Washington, Illinois for up to three (3) members of the purchaser is included with this proposal.

   d. In addition to the inspection trips, weekly photos of your apparatus in production will be sent to the committee for their review.

8. Pierce® designs, engineers, and manufactures the complete apparatus in its facilities in Appleton, Wisconsin and Bradenton, Florida. Pierce® is responsible to ensure all components of the cab, chassis, body, tank, and pumping system integrate at every level of the manufacturing process. Unlike some other manufacturers who “out-source” their chassis or cabs, Pierce® provides a **single point of responsibility for warranty and liability**.

9. **Service after the sale** is a prime consideration for evaluating a proposal. Your apparatus will be serviced by our **local authorized Pierce® warranty and service center in Illinois and Missouri**. Service at your location is accomplished by one of our several road service units with EVT certified mechanics. Parts are available through our parts centers in the Midwest or one of our other maintenance facilities where we maintain over $5,000,000 of parts in stock and ready for prompt dispatch.

10. Many other options and features are available. We stand ready to offer pricing and more information on any option or feature.

APPARATUS COMMITTEE INFORMATION

LAST NAME:		FIRST NAME:
POSITION / RANK:		COMMITTEE POSITION: *Chair / Leader*
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

LAST NAME:		FIRST NAME:
POSITION / RANK:		COMMITTEE POSITION:
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

LAST NAME:		FIRST NAME:
POSITION / RANK:		COMMITTEE POSITION:
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

LAST NAME:		FIRST NAME:
POSITION / RANK:		COMMITTEE POSITION:
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

MacQueen Equipment, LLC

Address: 1125 7th St E
St. Paul, MN 55106
Last Activity: 11/25/2019 9:36:16 AM
Business Status: Active
View Business Status History

Download This List

Affiliates

Name	Address
Dan Gage	1125 7th St E St. Paul, MN 55106
MacQueen Emergency Group	1125 7th St E St. Paul, MN 55106

Activity

Activity Date	Details
11/25/2019 9:36:16 AM	Certificate Produced
11/25/2019 9:35:54 AM	Dan Gage added as an affiliated person.
11/25/2019 9:30:22 AM	MacQueen Emergency Group added as an affiliated entity.
11/25/2019 9:28:30 AM	MacQueen Equipment, LLC added as a Business.

CONTRACT CHANGE AUTHORIZATION

Contract Changes may be made to the apparatus contract by the below listed person(s) representing the _____(Customer).

Customer changes will be acknowledged by MacQueen through a Change Order Form, written up by the MacQueen Representative, clearly outlining the change(s) and the price. Contract Change Orders shall not be in effect until acknowledged and accepted by both Customer and MacQueen.

Name	Title

I, _____, _____(Title) am authorized to appoint the above listed person(s) to contact the representative of MacQueen to issue Contract Change Orders. No changes may be made to the apparatus, equipment, terms, or other feature of this contract by any other person(s) other than those listed above.

Signed this _____ day of _____, 20 ____, by

Customer	Title

MacQueen Representative	Title

MACQUEEN EMERGENCY

REFERENCES

The following is a list of departments and contacts we encourage you to call for a reference concerning our work and their experience with using Pierce fire apparatus:

Champaign Fire Department
Champaign, Illinois
Enforcer Pumpers (2)
Attn: Kent Cobb, Division Chief
Work: (217) 403-7200

Cherry Valley FPD
Cherry Valley, Illinois
PUC Rescue Pumpers (2)
Attn: Joe Corl, Fire Chief
Work (815) 332-5382

Carbondale FD
Carbondale, Illinois
Enforcer PUC 107' Ascendant Aerial / Quint
Attn: Mike Hertz, Fire Chief
Work (618) 457-3234

Grand Chain FD
New Grand Chain, Illinois
Freightliner FXP 3,000 Tanker
Attn: Robert Inman, Fire Chief
Cell (618) 638-3074

Tallula FPD
Tallula, Illinois
Navistar 4-Door Pumper
Attn: David King, Fire Chief
Cell (217) 891-7626

Hollywood Heights FPD
Caseyville, Illinois
Saber Pumper Tanker & Aerial
Attn: Billy Ludgate, President
Cell (618) 531-3781

Fairview Caseyville Twp FPD
Fairview Heights, Illinois
Enforcer Pumpers (3)
Attn: Jim Huelsman, Dep. Chief
Phone (618) 233-2121

Waterloo Community FPD
Waterloo, Illinois
Enforcer 107' Ascendant Quint & Two (2) Custom Pumpers
Attn: Kelly Foster, Secretary
Cell (314) 606-5223

Springfield FD
Springfield, Illinois
Custom Pumpers & Aerials
Attn: Nick Zummo, Div. Chief
Work (217) 788-8474

New Athens FPD
New Athens, Illinois
Custom Pumpers & Tanker
Attn: David Owens, Chief
Cell (618) 444-4556

Jacksonville FD
Jacksonville, Illinois
Enforcer Custom Pumpers (2)
100' Rear Mount Platform
Attn: Doug Sills, Fire Chief
Work (217) 479-4656

Smithton FPD
Smithton, Illinois
Three (3) Custom PUC Pumpers
Attn: Mike Schutzenhofer, Chief
Cell (618) 972-0469

METRA Railroad Police
Chicago, Illinois
Frontline Command Unit & Fotokite Aerial Surveillance
Attn: Paul Riggio, Deputy Chief
Work (312) 322-1462

Medora Community FPD
Medora, Illinois
Saber Custom Pumper
Attn: Rodney Milner, Chief
Cell (618) 535-0243

Taylorville FPD
Taylorville, Illinois
Enforcer Rescue Pumper
100' RM Platform
F550 Light Rescue
Attn: Dave Oldham
Phone (217) 433-5308

University of Illinois - Fire Service Institute
Champaign, Illinois
Enforcer Pumpers (2)
Attn: Tal Prendergast, FSI
Phone (217) 333-3800

Columbia FPD
Columbia, Illinois
Velocity 100' Platform
Velocity PUC Rescue Pumper
Attn: Mike Roediger, Chief
Cell (618) 781-6691

Centralia FD
Centralia, Illinois
Saber Pumpers (2)
Enforcer Ascendant 110' Tower
Attn: John Lynch, Chief
Phone (618) 553-7660

Rantoul FD
Rantoul, Illinois
Velocity Ascendant 100' Tower
Attn: Ken Waters, Chief
Cell (217) 377-0025

Decatur FD
Decatur, Illinois
Custom Pumpers & Aerials
Attn: Jeff Abbott, Chief
Phone (217) 424-2811

Mitchell FPD
Mitchell, Illinois
Enforcer PUC Pumpers (2)
100' RM Tower
Attn: Joe Lee, Chief
Cell (618) 910-0161

Pierce
PERFORM. LIKE NO OTHER.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 44609

MacQueen Equipment, LLC

1125 7th St E

St. Paul MN 55106

Information for this business last updated on:

Monday, November 25, 2019

Certificate produced on Monday, January 6, 2020 at 2:55 PM

Registered Business SEAL OF THE STATE BOARD OF ELECTIONS ILLINOIS

MACQUEEN EMERGENCY

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and _____,(customer) a _____ [type of entity] is effective as of the date specified in Section 3 hereof.

1. **Definitions**

   a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

   b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

   c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.

   d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. **Purpose**
   This Agreement sets forth the terms and conditions of MacQueen'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 MacQueen's authorized representative pursuant to Section 20 hereof ("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 $_____ ("Purchase Price"). Prices are in US Funds.
   NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

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, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. **Agreement Changes**
   The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen 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. MacQueen 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 MacQueen's authorized representative.

SAMPLE

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen 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 MacQueen; (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. MacQueen 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 MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is scheduled to be within _____(___) **months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

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 MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen 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:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer
_____
_____
_____

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other 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 against infringement, and the implied warranty of 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 MacQueen 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,

SAMPLE

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 MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen 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: $ 2,000,000
Each Occurrence: $ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: $ 5,000,000
Each Occurrence: $ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen'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, 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.

14. 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)** MacQueen 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; **€** 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 MacQueen.

15. Relationship of Parties

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 law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile Signatures

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

SAMPLE

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 MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CUSTOMER:** _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAMPLE

MACQUEEN EMERGENCY

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name _____ **Date** _____

Quantity	Chassis Type	Body Type	Price per Unit
			$
			$

PERFORMANCE BOND OPTION:

If a Performance Bond is required add $ .00 to the contract price. *Initial here to accept*: _____ .

100% PREPAYMENT OPTION:

DUE AT CONTRACT EXECUTION TO BE APPLICABLE.
If 100% prepayment is made with contract, deduct $ .00 from contract price.
Payment due with contract is $ .00 OR $ .00 with Performance Bond. *Initial here to accept*: _____ .

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

"PAYMENT TERMS"

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI / Bradenton, FL).

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen 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 MacQueen 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 (1.5%) per month or such lesser amount permitted by law. MacQueen 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 MacQueen 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. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen 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 MacQueen, MacQueen 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 Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 20___ BETWEEN MACQUEEN AND _____ (customer) 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 MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No
If not, please provide correct name and address to be listed on CO. _____
_____

Is there a lienholder? ☐ Yes ☐ No
If yes, please provide lienholder information. _____
_____

SAMPLE

EXHIBIT B – WARRANTY

SEE ATTACHED PROPOSAL OPTION LIST Bid Number _ Dated _ FOR ALL APPLICABLE WARRANTIES.

SAMPLE

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number _ Dated _ .

SAMPLE

OSHKOSH CORPORATION | FIRE & EMERGENCY SEGMENT

Premier global provider of specialty vehicles that serve, protect and save lives.

January 1, 2020

RE: Sole Source

To whom it may concern:

Since 1917, Pierce Manufacturing Inc. ("Pierce") has provided the finest fire apparatus in the industry. The quality of our products and services are our number one priority. To provide you with the personalized level of sales, service, parts, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country.

Macqueen Equipment, LLC. (dba MacQueen Emergency) is the exclusive prime dealer for the sale and service of custom and commercial fire apparatus manufactured by Pierce in the states of Minnesota, Nebraska, North Dakota, South Dakota, Missouri, and recently has purchased Global Emergency Products and is now also responsible for sales and service in the states of Illinois and Indiana.

MacQueen Emergency is authorized to represent Pierce and sell Pierce product under Sourcewell contract 022818-PMI, HGACBuy contract FS12-19, and Fire Rescue GPO contract VH11574. In addition, MacQueen Emergency is also the Oshkosh Airport Products exclusive prime dealer.

MacQueen Emergency is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in several locations as shown to provide the first-class customer service support the Pierce family has been known for.

MACQUEEN EMERGENCY

Minnesota
14607 Felton Court #109
Apple Valley, MN 55124

North Dakota
7195 19th Avenue NW
Burlington, ND 58722

Missouri
2000 E 5th Street
Washington, MO 63090

Nebraska
5360 Alvo Road
Lincoln, NE 68514

Illinois
1401 N. Farnsworth Avenue
Aurora, IL 60505

311 Peoria St.
Washington, IL 61571

Indiana
4212 Perry Blvd
Whitestown, IN 46075

Sincerely,

Kristina Spang
Director, Sales Operations
Pierce Manufacturing Inc.
An Oshkosh Corporation Company * ISO Certified

Pump Panel Color Chart Approval

Standard Pierce® pump panel colors are selected from the top down and then left to right, unless otherwise specified in this proposal.

Position	Color	2nd	Customer	Approval
No. 1 Driver Side Discharge	Red			
No. 2 Passenger Side Discharge	Orange			
No. 3 Driver Side Discharge	Blue			
No. 4 Passenger Side Discharge	Mint Green			
No. 5 Driver Side Discharge	Pink			
No. 6 Passenger Side Discharge	Purple			
No. 7 Driver Side Discharge	Silver			
No. 8 Passenger Side Discharge	Brown			
Large Diameter Passenger Side Discharge	Green			
Large Diameter Driver Side Discharge	Green			
No. 1 Speedlay	Yellow			
No. 2 Speedlay	White			
No/ 3 Speedlay	Beige			
2 1/2" Speedlay	Gray			
No. 1 Crosslay	Yellow			
No. 2 Crosslay	White			
No. 3 Crosslay	Beige			
No. 4 Crosslay	Rust			
No. 5 Crosslay	Light Green			
No. 6 Crosslay	Pink			
2 1/2" Crosslay	Gray			
Aerial Discharge	Burgundy			
Deluge Discharge	Burgundy			
Driver Front Discharge	Purple			
Passenger Front Discharge	Silver			
Driver Rear Discharge A	Brown			
Driver Rear Discharge B	Light Blue			
Passenger Rear Discharge A	Gray			
Passenger Rear Discharge B	Light Purple			
Driver Rear 1 1/2" Discharge	Lime			
Passenger Rear 1 1/2" Discharge	Light Green			
Driver Rear Preconnect A	Brown			
Driver Rear Preconnect B	Light Blue			
Passenger Rear Preconnect A	Gray			
Passenger Rear Preconnect B	Light Purple			
Driver Rear 1 1/2" Preconnect	Lime			
Passenger Rear 1 1/2" Preconnect	Light Green			
Rell Discharge	Beige			
Driver Side Reel Discharge	Brown			
Passenger Side Reel Discharge	Beige			
Driver Side Running Board Discharge	Silver			
Passenger Side Running Board Discharge	Olive			
Tank Fill & Recirculating Line	Black			
Tank to Pump	Black			
Driver Side Main Inlet	Black			
Passenger Side Main Inlet	Black			
Driver Side Auxiliary Inlet	Black			
Passenger Side Auxiliary Inlet	Black			
Front Inlet	Black			
Rear Inlet	Black			

Approved: _____ **Date:** _____

ABS Quality Evaluations

Certificate Of Conformance

This is to certify that the Quality Management System of:

Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)

41 Assembly Plant
2600 American Drive
Appleton, WI 54914
U.S.A.

(WITH ADDITIONAL FACILITIES LISTED ON ATTACHED ANNEX)

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

ISO 9001:2015

The Quality Management System is applicable to:

DESIGN, MANUFACTURE, REPAIR, REFURBISHMENT AND SERVICING OF FIRE AND EMERGENCY VEHICLES

This certificate may be found on the ABS QE Website (www.abs-qe.com). For certificates issued in the People's Republic of China information may also be verified on the CNCA website (www.cnca.gov.cn).

Certificate No:	32454
Certification Date:	27 March 1998
Effective Date:	31 December 2018
Expiration Date:	08 March 2022
Revision Date:	22 May 2020

Dominic Townsend, President

Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt,written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.
Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

Copyright 2011-2020 ABS Quality Evaluations, Inc. All rights reserved.

ABS Quality Evaluations

ISO 9001:2015

Certificate Of Conformance

ANNEX

Certificate No: 32454

Pierce Manufacturing, Inc. (A Division of Oshkosh Corporation)

At Below Facilities:

Facility:	Global Logistics Center 498 N. Perkins Street Appleton, WI 54914 U.S.A.	Facility:	Industrial Park Plant (IPP) 3100 N. MacCarthy Road Appleton, WI 54913 U.S.A.
Activity:	Materials distribution, warranty, service and repair of vehicles.	Activity:	Design, assembly, paint, test.
Facility:	Midwest Regional Service Center 816 Commercial Avenue Weyauwega, WI 54983 U.S.A.	Facility:	Oshkosh Airport Products 1515 County Road O Neenah, WI 54956 U.S.A.
Activity:	Refurbishment/Design/Service and Warranty Repair/Test.	Activity:	Design and assembly of airport rescue and fire fighting trucks.

Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

Copyright 2011-2020 ABS Quality Evaluations, Inc. All rights reserved.

Certificate of Registration

nqa global assurance

This is to certify that the Quality Management System of:

Pierce Manufacturing Inc., Florida Division

1512 38th Avenue East
Bradenton FL 34208
United States of America

applicable to:

The design, manufacture and repair of fire and emergency apparatus

has been assessed and approved by
National Quality Assurance, U.S.A., against the provisions of:

ISO 9001:2015

Certificate Number:	12619
EAC Code:	18
Certified Since:	November 16, 2006
Valid Until:	October 28, 2021
Reissued:	October 29, 2018
Cycle Issued:	October 29, 2018

For and on behalf of NQA, USA

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

This approval is subject to the company maintaining its system to the required standard, which will be monitored by NQA, USA, 289 Great Road, Suite 105, Acton, MA 01720, an accredited organization under the ANSI-ASQ National Accreditation Board.

CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY) 2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5500 Wayzata Blvd., Suite 510 Minneapolis MN 55416 763-512-8600 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1355447 MACQUEEN EQUIPMENT, LLC DBA MACQUEEN EMERGENCY GROUP 1125 E. 7TH STREET ST. PAUL MN 55106	INSURER A : The Charter Oak Fire Insurance Company — NAIC # 25615 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : The Travelers Indemnity Company of Connecticut — 25682 INSURER D : Travelers Casualty and Surety Company — 19038 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19332053 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [X] OTHER: TOTAL AGG: $8,000,000	Y	Y	630-867K8328	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] GKLL-Com/Collision	Y	Y	810-7N364433	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CUP-0K231444	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-0L654504	11/1/2022	11/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	HIRED CAR PHYSICAL DAMAGE	N	N	810-7N364433	11/1/2022	11/1/2023	ACTUAL CASH VALUE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*** SEE ATTACHED ***

CERTIFICATE HOLDER

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

SAMPLE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Brown & Brown Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226 1-414-443-0000	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	NATIONAL FIRE & MARINE INS CO	20079
INSURER B :	BERKLEY NATL INS CO	38911
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Pierce Manufacturing Inc.
P.O. Box 2017
Appleton, WI 54912-2017

COVERAGES **CERTIFICATE NUMBER:** 67810342 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		42-GLO-100190-08	04/01/22	04/01/23	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			42-UMO-10019-08	04/01/22	04/01/23	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability			CEX09600174-09	04/01/22	04/01/23	Ea Occ/Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured when required by written contract between the owner and a Pierce Dealer.

One (1) Pierce Enforcer Pumper

SAMPLE

CERTIFICATE HOLDER

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bond No. _____

Fidelity and Deposit Company of Maryland

HOME OFFICE
3910 KESWICK ROAD BALTIMORE, MARYLAND 21211

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, MacQueen Emergency Group
1125 East 7th Street, St. Paul, MN 55106
(hereinafter called Principal), as Principal and Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
a corporation organized and existing under the laws of the State of IL with its principal office in the City of Schaumburg, IL, (hereinafter called Surety) as Surety are held and firmly bound unto _____
_____
(hereinafter called the Owner) and to all persons who furnish labor or material directly to the Principal for use in the prosecution of the work hereinafter named, in the just and full sum of _____
_____ Dollars ($_____)
to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, _____, for _____
_____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fully indemnify the Owner from and against any failure on his/her part faithfully to perform the obligations imposed upon him/her under the terms of said contract free and clear of all liens arising out of claims for labor and material entering into the work, and if the said Principal shall pay all persons who shall have furnished labor or material directly to the Principal for use in the prosecution of the aforesaid work, each of which said persons shall have a direct right of action on this instrument in his/her own name and for his/her own benefit, subject, however, to the Owner's priority, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within two years after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Owner; but if there is any maintenance or warranty period provided in the contract for which said Surety is liable, an action for such maintenance or warranty may be brought within two years from the expiration of said maintenance or warranty period, but not afterwards.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

MacQueen Emergency Group

Witness: _____ _____ Principal

Witness: Cathy Hutson

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

Fidelity and Deposit Company of Maryland Surety

By: Sarah E. DeYoung Attorney-In-Fact
Sarah E. DeYoung

SAMPLE

Bond Number _____

Obligee _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sarah E. DeYoung**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SAMPLE

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Brian M. Hodges, Vice President

SAMPLE

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MacQueen Equipment, LLC

2 Business name/disregarded entity name, if different from above
DBA: MacQueen Emergency Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1125 7th Street East

6 City, state, and ZIP code
St Paul MN 55106

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 0 8 4 5 1 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 6 JAN 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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:

Wire:

Old National Bank
1360 Duckwood Dr.
Eagan, MN 55123

ABA Number: 086300012
Account Name: MacQueen Equipment LLC DBA MacQueen Emergency Group
Account Number: 105264399

ACH:

Old National Bank
1360 Duckwood Dr.
Eagan, MN 55123

ABA Number: 086300012
Account Name: MacQueen Equipment LLC DBA MacQueen Emergency Group
Account Number: 105264399

Email remittance detail to remits@macqueengroup.com
Questions? Call Accounts Receivable at 651-645-5726



With the recent spike in wire/ACH fraud, please take into account a few suggestions:

- Please call MacQueen and verify bank account information over the phone
- If you receive a follow up email requesting a change in the bank account information, presume it is fraudulent. Please contact our Account Receivable department of this communication and verify the validity.
- If ever in doubt sending payment electronically, please send payment via check to the remittance address listed on your invoice



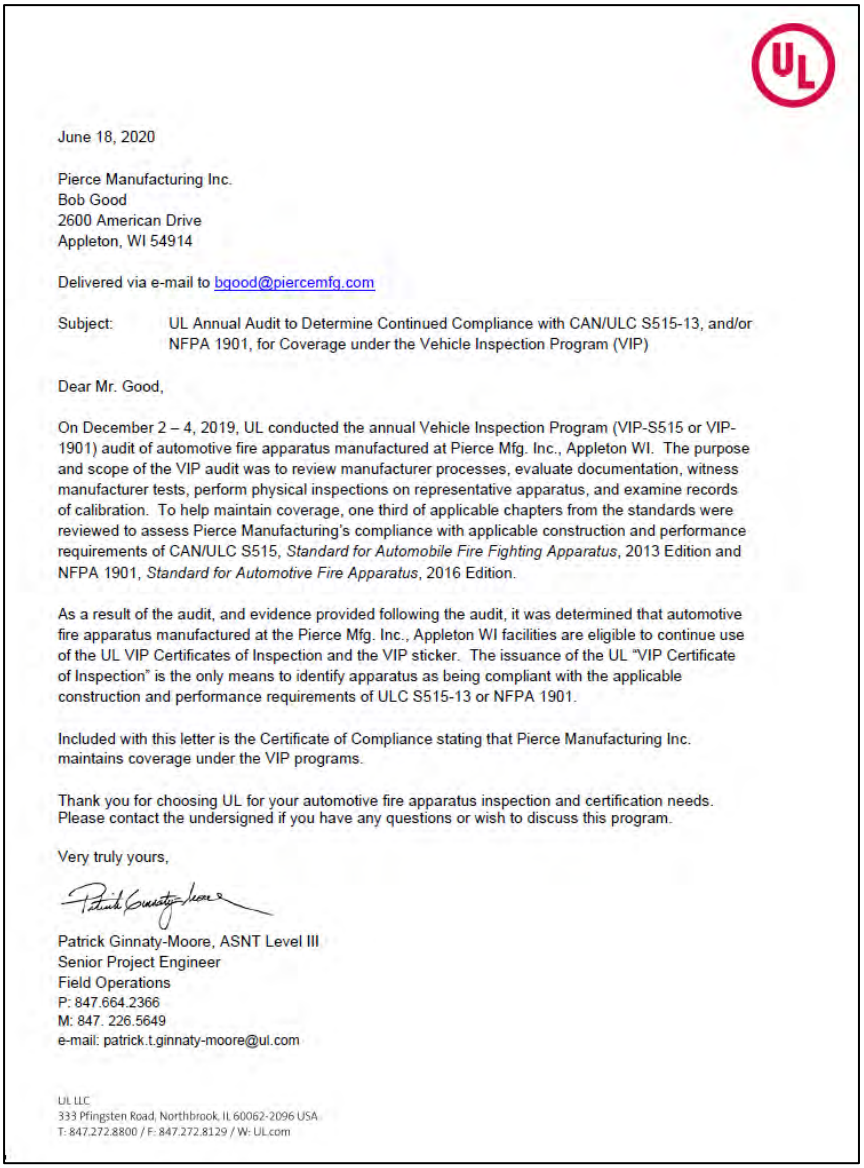
Certification Document CD0049
NFPA 1901 UL Factory Inspection Process

Pierce Manufacturing, Inc. contracts with Underwriter's Laboratories to inspect Pierce apparatus for compliance to NFPA standards. Every NFPA 1901 apparatus manufactured in the Appleton facility is reviewed by a UL certified inspector after it is completed.

Each apparatus is subjected to a visual inspection of construction and installed components such as chassis, driving and crew compartments, body compartments, steps, warning lights, reflective trim, warning and instructional labels, etc. The inspection checklist, based on apparatus type, may have over 100 items to check.

Any feature that does not comply with the NFPA standard is identified. If the deviation is not indicated on the exceptions report, the UL inspector works with Pierce employees to correct the oversight before the apparatus is shipped.

This "Vehicle Inspection Program" process ensures that Pierce apparatus comply fully with NFPA standards unless noted on the exceptions report.



June 18, 2020

Pierce Manufacturing Inc.
Bob Good
2600 American Drive
Appleton, WI 54914

Delivered via e-mail to bgood@piercemfg.com

Subject: UL Annual Audit to Determine Continued Compliance with CAN/ULC S515-13, and/or NFPA 1901, for Coverage under the Vehicle Inspection Program (VIP)

Dear Mr. Good,

On December 2 – 4, 2019, UL conducted the annual Vehicle Inspection Program (VIP-S515 or VIP-1901) audit of automotive fire apparatus manufactured at Pierce Mfg. Inc., Appleton WI. The purpose and scope of the VIP audit was to review manufacturer processes, evaluate documentation, witness manufacturer tests, perform physical inspections on representative apparatus, and examine records of calibration. To help maintain coverage, one third of applicable chapters from the standards were reviewed to assess Pierce Manufacturing's compliance with applicable construction and performance requirements of CAN/ULC S515, *Standard for Automobile Fire Fighting Apparatus*, 2013 Edition and NFPA 1901, *Standard for Automotive Fire Apparatus*, 2016 Edition.

As a result of the audit, and evidence provided following the audit, it was determined that automotive fire apparatus manufactured at the Pierce Mfg. Inc., Appleton WI facilities are eligible to continue use of the UL VIP Certificates of Inspection and the VIP sticker. The issuance of the UL "VIP Certificate of Inspection" is the only means to identify apparatus as being compliant with the applicable construction and performance requirements of ULC S515-13 or NFPA 1901.

Included with this letter is the Certificate of Compliance stating that Pierce Manufacturing Inc. maintains coverage under the VIP programs.

Thank you for choosing UL for your automotive fire apparatus inspection and certification needs. Please contact the undersigned if you have any questions or wish to discuss this program.

Very truly yours,

Patrick Ginnaty-Moore, ASNT Level III
Senior Project Engineer
Field Operations
P: 847.664.2366
M: 847. 226.5649
e-mail: patrick.t.ginnaty-moore@ul.com

UL LLC
333 Pfingsten Road, Northbrook, IL 60062-2096 USA
T: 847.272.8800 / F: 847.272.8129 / W: UL.com

Option List

7/6/2023

Customer:	Decatur FD, City of	**Bid Number:**	1362
Representative	Yurgec, Mike	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	3
Requirements Manager:		**Bid Date:**	04/03/2023
Description:	Decatur FD - 2023 Pumper Saber	**Stock Number:**	
Body:	Pumper, Medium, Aluminum, 2nd Gen, Saber	**Price Level:**	45 (Current: 45)
Chassis:	Saber FR Chassis	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0074080		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1
2	0766611		Boiler Plates, Pumper	1
			Fire Department/Customer - Decatur FD Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - MacQueen Emergency Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency	
3	0661794		Single Source Compliance	1
4	0584455		Manufacture Location, Bradenton, Florida	1
5	0584453		RFP Location: Bradenton, Florida	1
6	0588609		Vehicle Destination, US	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11	0620362		Consortium, HGAC	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0807703		Performance Bond, Not Requested	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0632451		Saber FR Chassis	1
18	0629024		Chassis Discount, Saber FR	1
19	0000110		Wheelbase	1
			Wheelbase - 187.50"	
20	0000070		GVW Rating	1
			GVW rating - 43,500 pounds	
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23	0807050		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Saber FR, BMP/STK ONLY	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0802633		Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	1
28	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29	0728303		Axle, Rear, Dana S23-172, 24,000 lb, Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
31	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0624961		Tires, Rear, Goodyear, G751 MSA, 11R22.50, LRH, Single	1
34	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0801909		Lug Nut, Covers, Chrome	1
38	0002045		Mud Flap, Front and Rear, Pierce Logo	1
39	0602476		Chocks, Wheel, Mobile Water Supply, Provided by Fire Department, NFPA 2016	1
40	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
40			Location, Wheel Chocks - Left Side Rear Tire, Forward	
41	0010670		ABS Wabco Brake System, Single rear axle	1
42	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
44	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
45	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
46	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Standen, SFR/Enf	1
47	0000790		Brake Lines, Nylon	1
48	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Area	
			Qty, Air Coupling (s) - 1	
49	0805875		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024, Saber FR/Enforcer	1
50	0001244		High Idle w/Electronic Engine, Custom	1
51	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
52	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
53	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
54	0794761		Exhaust System, 4", 2017 L9/X10 Engine, Horizontal, Right Side	1
55	0788765		Radiator, Saber FR/Enforcer	1
56	0001090		Cooling Hoses, Rubber	1
57	0723326	SP	Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel, Common Triangular Door	1
			Finish, Fuel Tank - Unpainted	
58	0001129		Lines, Fuel	1
59	0618791		DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air Bottle Door	1
60	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
61	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
62	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
63	0690880		No Selection Required From This Category	1
64	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0684459		Transmission Oil Cooler, Modine, External	1
67	0090176		Mode, Downshift, Aggressive downshift to 3rd, w/engine brake, 5 speed	1
68	0001370		Driveline, Spicer 1710	1
69	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
70	0509229		Steering Wheel, 2 Spoke	1
71	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - DECATUR	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - DEPARTMENT	
72	0606397		Bumper, 19" Extended, Under Slung, Painted, Recessed Xlays/Trays, Saber FR/Enf	1
73	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
74	0002270		Tow Hooks, Chrome	1
75	0639763		Tray, Full Width, 19" Bumper, Under Slung Design, 10"H Bumpr, Tools, AXT/Sab/DCF	1
			Grating, Bumper extension - Grating, Rubber	
76	0627041	SP	Cover, 4" Raised Alum Treadplate, Full Width of Tray	1
77	0632360		Cab, Saber FR, 7010	1
78	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
79	0633594		Rear Wall, Interior, Adjustable Seating	1
80	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
81	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
82	0754567		Grille, Bright Finished, Enforcer Style, Front of Cab, Saber FR	1
83	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
84	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
85	0087357		Molding, Chrome on Side of Cab	1
86	0521669		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
87	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
88	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	

Line	Option	Type	Option Description	Qty
88			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
89	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
90	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer	1
91	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
92	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
93	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
94	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
95	0557023		Handrail, 10", Below Cab Windshield, Pair	1
96	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
97	0012090		Not Required, Windows, Front/Side of raised roof	1
98	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
99	0722796		Dash, Poly, Saber FR/Enforcer	1
100	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
101	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Painted	
			Cab Interior Rear Wall Material - Painted Aluminum	
102	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
103	0012101		Floor, Aluminum Treadplate, Cab & Crew Cab, Saber/Enforcer, CARE	1
104	0741237		HVAC, Saber FR, CARE	1
			HVAC System, Filter Access - Tool Free Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
105	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
106	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
107	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
108	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
109	0583039		Not Required, Side Roll and Frontal Impact Protection	1
110	0622619		Seating Capacity, 4 Seats	1
111	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
112	0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
113	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
114	0632852		Seat, Rear Facing C/C, DS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
115	0102783		Not Required, Seat, Rr Facing C/C, Center	1
116	0632848		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Saber FR/Enforcer	1
117	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
118	0783468		Cabinet, Forward Facing, Center, 42 W x 50 H x 24.75 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
119	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
120	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Qty, - 04	
121	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
122	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
123	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
124	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	

Line	Option	Type	Option Description	Qty
124			Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	
125	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
126	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1
			Emergency Switching - Individual Switches	
127	0002544		Air Restriction Indicator - Pierce Chassis	1
128	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
129	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
130	0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1
131	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
			Location, Wiper Control - Standard Location	
132	0548004		Wiring, Spare, 15 A 12V DC 1st	4
			Qty, - 04 12vdc power from - Battery direct Wire termination - 15 amp power point plug Location, Spare Wiring - One (1) in EMS compartment right side middle against the wall, one (1) on panel #14 and one (1) on the right side of the dash near the officer, and panel #14, pass side of center instrument panel extension. per print	
133	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
134	0734854		Collision Mitigation, Not Requested	1
135	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
136	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	1
			Location - Same as Job #37338 Qty, - 01	
137	0808063		Camera, Pierce, 7" HD, RS, R, Cameras, AHD	1
			Color - 1) black Location, Camera Monitor - Driver Side In Custom Dash	
138	0814831		Not Required, Camera Switcher	1
139	0523921		Recess, Rear Vision Camera	1
			Location, Camera, Recessed - Center Rear	
140	0624249		Electrical Power/Signal Protection & Control, Saber FR	1
141	0624260		Electrical System, Saber FR	1
142	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
143	0008621		Battery System, Single Start, All Custom Chassis	1
144	0546514		Battery Compartment, Stainless Steel, Saber/Enforcer	1
			Material Finish - Unpainted	
145	0812383		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-40	1
146	0814869		Location, Cab, Charger, Behind Driver Seat	1
147	0811940		Panel, Remote Control, Not Required	1
148	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - 120V outlet in EMS cabinet and battery charger	
149	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
150	0647729		Alternator, 320 amp, Delco Remy 40SI	1
151	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
152	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
153	0625953		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	1
			Color, Lens, LED's - c)clear	
154	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
155	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
156	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
157	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
158	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Steady On (Arrow)	

Line	Option	Type	Option Description	Qty
159	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
160	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
161	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
162	0589905		Alarm, Back-up Warning, PRECO 1040	1
163	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
164	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
165	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
166	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
167	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - Centered	
			Color, Wln Lt Housing - White Paint	
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Scene Light Optics - Flood/Spot	
168	0768061		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	1
			Location - Drivers side above the crew cab window	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
169	0768059		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	1
			Location - Officers side above crew cab window	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw Panel PS	
170	0763608		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd	1
			Location - OFFICER'S SIDE upper rear corner of the body, per print.	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Side Scene Controls	
171	0763610		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st	1
			Location - DRIVER'S SIDE upper rear corner of the body, per print.	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Side Scene Controls	
172	0672327		Lights, Deck, Wln (2) MPBW Micro Pioneer LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - cc) DS/PS Ovrh Cab Swt & DS Rr Cup Swt	
173	0645675		Lights, Not Required, Hose Bed, Alt. Pole Lights On Back Of Cab/In Pump House	1
174	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
175	0892720		Lights, Walk Surf, 3-P25 LED, Cargo Area, Overall Height Restrictions	1
			Color, Trim - Chrome Housing	
176	0802863		Pumper, Medium, Aluminum, 2nd Gen, Saber	1
177	0632361		No Additional Florida Discount - w/Saber FR Chassis	1
178	0554271		Body Skirt Height, 20"	1
179	0028244		Tank, Water, 500 Gallon, Poly, Med	1
180	0003405		Overflow, 4.00" Water Tank, Poly	1
181	0028107		Not Required, Foam Cell Modification	1
182	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
183	0003429		Not Required, Direct Tank Fill	1
184	0003424		Not Required, Dump Valve	1
185	0048710		Not Required, Jet Assist	1
186	0030007		Not Required, Dump Valve Chute	1
187	0514778		Not Required, Switch, Tank Dump Master	1
188	0689065		Hose Bed, Aluminum, Saber/Commercial	1
			Finish, Inside of Hose Bed - Painted	
			Finish, Inside of Cargo Area - Painted	
189	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	

Line	Option	Type	Option Description	Qty
190	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 750 ft of 5" LDH | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 2 1/2" DJ | 500 ft of 2 1/2"	
191	0689089		Divider, Hose Bed, Unpainted, w/Handhold	3
			Qty, Hosebed Dividers - 3	
192	0777988	SP	Notch in Hosebed Divider, Center	2
			Location - 3rd and 4th new sp option hose divider, 767998	
			Qty, - 02	
			Size - in the dallas style approximately half depth of the divider and having a 12" long run with 45 degree ends	
193	0010133		Cross-Divider, Hose Bed	1
194	0620895		Cutout, Handhold, in Hose Bed Divider, Location	2
			Location - on sheet 1 and sheet 5.	
			Qty, - 02	
195	0767998	SP	Divider, .25", Unpainted, Special Height	2
			Qty, - 02	
			Size - 20.00" tall	
196	0080233		Divider, .25", Unpainted	4
			Location - The hose bed divider between hosebed #2 and #3 will be shortened and lowered. Divider between hosebed #2 and #3 will be 17" tall and 96" long to match previous unit #37338. Hose bed divider between hosebed #3 and #4 will be regular height and full lengt	
			Qty, - 04	
197	0557363	SP	Shelf, Front of Hosebed, w/Grating & Partition, Decatur	1
			Location - same as previous job #37338	
198	0888758	SP	Hose Restraint, Hose Bed, Vinyl, Top and Rear, Foam Can Storage	1
			Color, Vinyl Cover - c) black	
			Type of fastener - bungee cord and hook - Sides of Hosebed	
			Type of fastener, Rear - 2" cam buckle - bottom of hosebed	
			Type of fastener, Front - Velcro - Front Hosebed	
			Vinyl Flap Weight - Not Weighted	
199	0014473		Flap, Access to Fill Dome(s) Through Vinyl Hose Bed Cover	1
			Qty, - 01	
200	0013512		Running Boards, 12.75" Deep	1
201	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
202	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
203	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
204	0590926		Hose Restraint, Running Board, Velcro Straps	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
205	0014112		Tray, Hose, Running Board, Special Capacity, Predefined	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray (Predefined) - 20' of 5"	
206	0895820		Construction, Compt, Alum, 2G Pumper	1
207	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
208	0025615		RS 152" Rollup, Full Height & Depth Front, Full Height Rear, FDLER	1
209	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
210	0642855		Compt, Flush Rear, Double Door, 30.75" FF, 41.88" D	1
211	0073910		Doors, Lap w/"D" Handles-Rear Compt	1
212	0554995		No Body Modification Required	1
213	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	6
			Qty, Door Accessory - 06	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2 and RS3	
214	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Lt Strip	7
			Qty, - 07	
215	0687146		Shelf Tracks, Painted	7
			Qty, Shelf Track - 07	
			Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
216	0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	6
			Qty, Shelf - 06	

Line	Option	Type	Option Description	Qty
216			Location, Shelf - TBD	
217	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01 Location, Tray Slide-Out, Floor Mounted - B1 Material Finish, Tray - Painted - Spatter Gray	
218	0726441		Partition, Trans Rear Compt	2
			Qty, Partition - 02 Location, Partition - c) both sides Material Finish, Partition - Painted - Spatter Gray	
219	0726457		Partition, Vertical Compt, Predefined Locations	1
			Qty, Partition - 01 Location, Partition/Toolboard, Predefined - LS2 - Centered Material Finish, Partition - Painted - Spatter Gray	
220	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
221	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted Lower Body	
222	0519849		Not Required, Hose, Hard Suction	1
223	0626229		Handrails, Side Pump Panels, Per Print	1
224	0004126		Handrails, Beavertail, Standard	1
225	0014136		Handrails, Rear, (2), (1) Above and (1) Below Hose Bed	1
			Reinforcement, Hose Bed Divider - Not Required, Reinforcement	
226	0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd - DEF Combo and Double - LS Rear - Fuel Combo Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - W-Shaped Insert	
227	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
228	0024205		Holder, Air Bottle w/CRS Strap, Body Compt Mt w/Tracks	1
			Qty, Bracket - 01 Location, Bracket/comp. - Compartment D3 upper	
229	0045527		Horizontal Mounting Tracks for Air Bottle Holders	1
			Location, Bracket/comp. - ahead of fixed partition in compartment D2 Qty, - 1 Qty, Mounting Studs - 10	
230	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
231	0635956		Ladder, 14' Duo-Safety 775-DR Roof	1
			Qty, - 01	
232	0887989		Rack, Ladders, Hydraulic, Right Side, Air Clamps, PMFD	1
			Ladder Rack Lock Enclosure/Light Mounting Bracket - RS Front & Rear S/S Enclosures Location, Hydraulic Ladder Rack Controls - Pump Panel	
233	0756375		Lights, Hyd Lad Rack Deployed, Truck-Lite 15****	1
			Color, Light - Red Flashing Color, Lens, LED's - Clear Trim, T-L 15 - Chrome	
234	0733387		Ladder, 10' Duo-Safety Folding 585A	1
235	0761307		Mounting Clips, Folding Ladder, Hydraulic Ladder Rack	1
			Location, Folding Ladder Storage - Hydraulic Rack - Inboard	
236	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
237	0760176		Tube, Pike Pole 8' or Longer, Hydraulic Ladder Rack Inboard	2
			Qty, Pike Poles - 2 Material/Finish, Tube, Pike Pole - Painted Aluminum Width, Notch, Pike Pole Tube - .75", Standard Notch	
238	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	

Line	Option	Type	Option Description	Qty
239	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - luminescent	
			Location, Steps - Full Height Left and Right Side w/LED Light	
240	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - luminescent	
241	0007575		Pump House, Side Control, 48", Control Zone	1
242	0020420		Standard Pump House Structure, Side Control	1
243	0625358		Access Door, Cargo Compt, RS, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Latch, Door, Storage - Lift and Turn Latch	
			Hinge Location - Forward	
244	0055681		Access Door, Cargo Compt, LS, Alum 4-way, Vert Hinged	1
			Latch, Door, Storage - Lift and Turn Latch	
245	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
246	0004482		Seal, Mechanical, Waterous	1
247	0559769		Trans, Pump, Waterous C20 Series	1
248	0635600		Pumping Mode, Stationary Only	1
249	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
250	0003148		Transmission Lock-up, EVS	1
251	0004547		Auxiliary Cooling System	1
252	0014486		Not Required, Transfer Valve, Single Stage Pump	1
253	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Left Side Pump Panel	
254	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
255	0072153		Primer, Trident, Air Prime, Air Operated	1
256	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
257	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
258	0089437		Plumbing Without Foam System	1
259	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
260	0014650		Pump Suction Tube(s), Short, All	1
261	0602448		Cap, Main Pump Inlet, Provided by Fire Department, NFPA 2016	1
262	0084610		Valves, Akron 8000 series- All	1
263	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
264	0004700		Control, Inlet, at Valve	1
265	0004660		Inlet (1), Left Side, 2.50"	1
266	0029147		Not Required, Inlet, Right Side	1
267	0092569		No Rear Inlet (Large Dia) Requested	1
268	0064116		No Rear Inlet Actuation Required	1
269	0092696		Not Required, Cap, Rear Inlet	1
270	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
271	0092568		No Rear Auxiliary Inlet Requested	1
272	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
273	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
274	0004905		Outlet, Tank Fill, 1.50"	1
275	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
276	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
277	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
278	0092570		Not Required, Outlets, Left Side Additional	1
279	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
280	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
281	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
282	0092571		Not Required, Outlets, Right Side Additional	1
283	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
284	0029137		Not Required, Outlet, Large Diameter	1
285	0007308		Not Required, Elbow, Large Diameter Outlet	1
286	0092572		Not Required, Outlet, Front	1
287	0092575		Not Required, Outlet, Rear	1

Line	Option	Type	Option Description	Qty
288	0045099		Not Required, Elbow, Rear Outlets	1
289	0092574		Not Required, Outlet, Rear, Additional	1
290	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
291	0671902		Outlets, (4) Front HB, (3) 1.50" w/2.00" Plumb LS, (1) 2.50" w/ 2.50" Plumb, RS	1
292	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
293	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
294	0090927		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18	1
295	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed	1
			Fill in Blank - terminate with 3" NPTM	
296	0029304		No Nozzle Req'd	1
297	0005070		Deluge Mount, NPT	1
298	0723726		Speedlay Module Not Required	1
299	0722432		Hose Restraint Not Required, No Speedlay Module	1
300	0723395		Speedlays, Not Required	1
301	0723394		Speedlays, Not Required	1
302	0025140		Not Required, 1.50" Crosslays	1
303	0029196		Not Required, 2.50" Crosslay	1
304	0500535		Not Required, Hose Restraint, Crosslay	1
305	0029260		Not Required, Speedlays	1
306	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
307	0688927		Reel, Booster, Aluminum - Over Pump, Left Side	1
308	0007666		Switch, Reel Rewind - One at Reel, Push Button Location	1
			Location - PS pump panel, final location to be determined at preconstruction conference	
309	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
310	0017858		Capacity, Hose Reel 150' of 1"	1
311	0007428		Nozzle for Booster Reel Not Req'd	1
312	0005326		Blowout, Hose Reel - Valve at Panel	1
			Qty, - 1	
313	0044333		Not Required, Foam System	1
314	0012126		Not Required, CAF Compressor	1
315	0552517		Not Required, Refill, Foam Tank	1
316	0042573		Not Required, Foam System Demonstration	1
317	0045465		Not Required, Foam Tanks	1
318	0091110		Not Required, Foam Tank Drain	1
319	0091079		Not Required, Foam Tank #2	1
320	0091112		Not Required, Foam Tank #2 Drain	1
321	0738072		Approval Dwg, Pump Panel(s), Not Required	1
322	0032479		Pump Panel Configuration, Control Zone	1
323	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black Material, Pump Panel, Side Control - Aluminum	
324	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
325	0559828		Light, Pump Compt, Wln 20C0CDCD LED	1
			Qty, - 01	
326	0586382		Gauges, Engine, Included With Pressure Controller	1
327	0005601		Throttle, Engine, Incl'd w/Press Controller	1
328	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
329	0549333		Indicators, Engine, Included with Pressure Controller	1
330	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
331	0005602		Indicator, Low Fuel w/ Alarm	1
332	0553643		Control, Air Horn at Pmp Pnl, Red Switch	1
333	0893778	SP	Tag, Color Coded, Additional	5
			Qty, Gauges/Disc. - 05 Color, Discharge Tag - DS 1 1/2 preconnect to be Preconnect A and White, PS Preconnect C to be Preconnect B and Yellow, PS Outlet B to be Preconnect C and Orange, PS Preconnect A to be 2 1/2 preconnect no color change, No 2 Passenger side discharge color to be Gray.	

Line	Option	Type	Option Description	Qty
333			Fill in Blank - the Preconnects.	
334	0665982		Gauges, 4.00" Master, Class 1, 30"-0-400 psi **	1
335	0038070		Gauge, 2.50" Pressure, Class 1, 30"-0-400psi	1
336	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
337	0760619		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level, PMFD	2
			Qty, - 02 Activation, Water Level G - pb) parking brake is applied Location, Water Level Gauge, Multi-Select - Each Side Custom Cab Color, Trim - Chrome Trim	
338	0006774		Not Required, Foam Level Gauge	1
339	0663944		Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	1
340	0643186		Light Shield/Step 8", PS LED, P25 LED Stp Lt Act w/Prk Brk	1
341	0887754		Air Horns, (2) Hadley, Rectangular Bell, Through Underslung Bumper Flange	1
342	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
343	0757092		Control, Air Horn, Multi Select	1
344	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Link Chain, Vinyl Tubing	
345	0757076		Control, Air Horn, Lanyard, RS **	1
			Lanyard - Link Chain, Vinyl Tubing	
346	0006133		Siren, Code 3 3692 100W or 200W	1
347	0510206		Location, Elect Siren, Recessed Overhead In Console **	1
			Location, Elec Siren - Overhead, PS Center Sw Pnl	
348	0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1
349	0601398		Speaker, (1) Code 3, C3100 Series	1
			Connection, Speaker - siren head	
350	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
351	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
352	0630659		Siren, Mechanical, Mounted Above Deckplate, Under Slung Bumper	1
			Location, Siren, Mech - a) Left	
353	0748305		Control, Mech Siren, Multi Select	1
354	0748281		Control Mech Siren, Ft Sw RS	1
355	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
356	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
357	0746353		Not Required, Warning Lights Intensity	1
358	0607818		Lightbar, Wln, Freedom IV-Q, 81", RRRWRR_____RRWRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
359	0016380		No Additional Lights Req'd, Side Zone Upper	1
360	0761731		Lights, Front Zone, Wln M6** M6** M6** M6**, 4lts Q Bezel, Clr Fet	1
			Color, Lens, LED's - c)clear Color, Lt DS Frnt Outside - DS Front Outside Red Color, Lt PS Frnt Outside - PS Front Outside Red Color, Lt DS Front Inside - b) DS Front Inside Blue Color, Lt PS Front Inside - g) PS Front Inside Green Color, Q Bezel and Trim - Polished Chrome	
361	0063971		Daytime Running Lights, Headlights, AXT/Saber/Enforcer (Low Beam)	1
362	0746667		Lights, Side Zone Lower, Wln M6**, M6**, 4Lts	1
			Location, Lights Front Side - b)each side bumper Color, Lens, LED's - Clear Location, Lights Rear Side - Over Rear Wheels Color, Trim - Chrome Trim Color, Lt Side Front, DS - Red Color, Lt Side Front, PS - Red Color, Lt Side Rear PS - Red Color, Lt Side Rear DS - Red	
363	0564654		Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - b) PS Rear Lt Blue	
364	0647017		Light, Rear Zone Up, Wln Rota-Beam R416*F LED Beacon	1
			Color, Lens, LED's - c)clear Color, Beacon, DS LED's - Blue Color, Beacon, PS LED's - Red	
365	0006551		Not Required, Lights, Rear Upper Zone Blocking	1

Line	Option	Type	Option Description	Qty
366	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
367	0519934		Not Required, Brand, Hydraulic Tool System	1
368	0649753		Not Required, PTO Driven Hydraulic Tool System	1
369	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
370	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
371	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
372	0027023		No Strainer Required	1
373	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
374	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
375	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
376	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
377	0607712		Paint Process / Environmental Requirements, PMFD	1
378	0601367		Paint, Single Color, Saber PMFD	1
			Paint Color, Saber, PMFD - #90 Red	
379	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Pierce #224 Silver	
380	0693797		No Paint Required, Aluminum Front Wheels	1
381	0693792		No Paint Required, Aluminum Rear Wheels	1
382	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Primary Job Color	
383	0734769		Coating, Durabak, Top Flange, Front Bumper	1
			Color, Durabak Coating - Textured Black	
384	0007230		Compartment, Painted, Spatter Gray	1
385	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - g) yellow	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - zc) yellow	
386	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	
387	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
388	0087342		Jog, "Z"-Shaped, In Reflective Stripe	1
			Qty, - 1	
389	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
390	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
391	0033179		Lettering Specifications, Reflective	1
392	0686135		Lettering, Reflective, 6.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
393	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
394	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
395	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
396	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
397	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
398	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
399	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
400	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
401	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
402	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
403	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
404	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
405	0695416		Warranty, Pierce Camera System, WA0188	1
406	0708760		Warranty, Not Applicable, LED Strip Lights	1
407	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
408	0685945		Warranty, Transmission Cooler, WA0216	1

Line	Option	Type	Option Description	Qty
409	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
410	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
411	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
412	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
413	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
414	0641372		Warranty, Foam System, Not Available	1
415	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
416	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
417	0683627		Certification, Vehicle Stability, CD0156	1
418	0807826		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2024	1
419	0686786		Certification, Power Steering, CD0098	1
420	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
421	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
422	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
423	0556828		Certification, Electric Window, Not Available	1
424	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
425	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
426	0545073		Amp Draw Report, NFPA Current Edition	1
427	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
428	0799248		Appleton/Florida BTO	1
429	0000017		FLORIDA DIVISION BODY	1
430	0000012		PIERCE CHASSIS	1
431	0004713		ENGINE, OTHER	1
432	0046395		EVS 3000 Series TRANSMISSION	1
433	0020011		WATEROUS PUMP	1
434	0020009		POLY TANK	1
435	0028047		NO FOAM SYSTEM	1
436	0020006		SIDE CONTROL	1
437	0020007		AKRON VALVES	1
438	0020015		ABS SYSTEM	1
439	0755450		PIERCE MFG BODY	1

Electrical Analysis

7/6/2023

Bid #: 1362

Desc: Decatur FD - 2023 Pumper Saber

Customer: Decatur FD, City of

Option: Electrical Power/Signal Protection & Control, Saber FR

Job #:

Sales Rep: Yurgec, Mike

Organization: MacQueen Emergency Group

Type: Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0010670	ABS Wabco Brake System, Single rear axle		0.00	6.00	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0079211	Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud		0.00	3.00	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0553643	Control, Air Horn at Pmp Pnl, Red Switch		0.00	0.16	0.00
0559828	Light, Pump Compt, Wln 20C0CDCD LED		0.00	3.60	0.00
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3"		0.00	0.30	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016		0.00	0.50	0.00
0644201	Cab Lift, Elec/Hyd, Saber FR/Enforcer		0.00	180.00	0.00
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0688927	Reel, Booster, Aluminum - Over Pump, Left Side		0.00	36.00	0.00
0760619	Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level, PMFD		0.00	0.00	1.60
0763608	Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd		0.00	0.00	12.00
0763610	Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0768059	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd		0.00	0.00	12.00
0768061	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st		0.00	0.00	13.00
0806466	Lights, Backup, Wln M62BU, LED, For Tail Lt Housing		0.00	3.20	0.00
0808063	Camera, Pierce, 7" HD, RS, R, Cameras, AHD		0.00	1.20	0.00
0892720	Lights, Walk Surf, 3-P25 LED, Cargo Area, Overall Height		0.00	0.00	0.00
0895310	Siren, Federal Q2B		0.00	100.00	0.00
0548004	Wiring, Spare, 15 A 12V DC 1st	Load Managed	0.00	0.00	60.00
0741237	HVAC, Saber FR, CARE	Load Managed	0.00	0.00	100.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0005602	Indicator, Low Fuel w/ Alarm	NFPA	0.26	0.00	0.00
0006133	Siren, Code 3 3692 100W or 200W	NFPA	1.40	12.60	0.00
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0025615	RS 152" Rollup, Full Height & Depth Front, Full Height Rear,	NFPA	2.70	0.00	2.70
0564654	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light	NFPA	1.80	2.70	0.00
0566799	Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	NFPA	1.00	0.00	0.00
0586382	Gauges, Engine, Included With Pressure Controller	NFPA	0.30	0.00	0.00
0604123	Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro,	NFPA	1.23	0.00	0.00
0605126	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	NFPA	1.00	0.00	0.00
0607818	Lightbar, Wln, Freedom IV-Q, 81", RRRWRR_____RRWRRR	NFPA	6.48	2.48	7.45
0610240	Vehicle Data Recorder w/Seat Belt Monitor	NFPA	0.50	0.00	0.00
0618791	DEF Tank, 4.5 Gallon, DS Fill, Forward of Axle, Common Air	NFPA	0.60	11.40	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts,	NFPA	0.70	0.70	0.00
0627282	Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	NFPA	1.75	0.00	0.00
0632360	Cab, Saber FR, 7010	NFPA	6.80	10.20	0.00
0642855	Compt, Flush Rear, Double Door, 30.75" FF, 41.88" D	NFPA	0.90	0.00	0.90
0643186	Light Shield/Step 8", PS LED, P25 LED Stp Lt Act w/Prk Brk	NFPA	3.85	0.00	0.00
0644176	Load Manager, Integrated In Electrical System, Saber FR/Enforcer	NFPA	0.56	0.56	0.00
0644187	Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	NFPA	1.26	0.00	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

7/6/2023

Bid #: 1362

Desc: Decatur FD - 2023 Pumper Saber

Customer: Decatur FD, City of

Option: Electrical Power/Signal Protection & Control, Saber FR

Job #:

Sales Rep: Yurgec, Mike

Organization: MacQueen Emergency Group

Type: Hard Wired

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame,	NFPA	7.81	0.00	0.00
0647017	Light, Rear Zone Up, Wln Rota-Beam R416*F LED Beacon	NFPA	4.50	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0647899	Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29	NFPA	0.80	0.00	0.00
0663944	Light Shield/Step 8", LED, P25 LED Stp Lt, Prk Brk Activation	NFPA	4.00	0.00	0.00
0672327	Lights, Deck, Wln (2) MPBW Micro Pioneer LED Rear Flood Lights	NFPA	7.00	0.00	0.00
0735474	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber	NFPA	0.35	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	NFPA	0.10	0.00	0.00
0746667	Lights, Side Zone Lower, Wln M6**, M6**, 4Lts	NFPA	3.60	5.40	0.00
0756375	Lights, Hyd Lad Rack Deployed, Truck-Lite 15****	NFPA	0.10	0.00	0.00
0761731	Lights, Front Zone, Wln M6** M6** M6** M6**, 4lts Q Bezel, Clr	NFPA	3.60	5.40	0.00
0769420	Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	NFPA	1.20	0.00	0.00
0769572	Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	NFPA	0.58	0.00	0.00
0770056	Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear	NFPA	0.60	0.00	0.00
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	NFPA	4.20	4.20	0.00
0783468	Cabinet, Forward Facing, Center, 42 W x 50 H x 24.75 D, Roll,	NFPA	0.50	0.50	0.00
0794959	Controller, Pressure, Pierce, Pump Boss, PBA300	NFPA	1.80	0.00	0.00
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0805875	Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2024,	NFPA	1.00	0.00	0.00
0887559	Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0647729	Alternator, 320 amp, Delco Remy 40SI	S	0.00	0.00	0.00
		Load Totals:	**89.23**	**399.57**	**238.15**

Note: Minimum Continous Load is in "Blocking Right of Way" mode.(Reference current edition of NFPA 1901)
Note: Intermittent Load items are not factored in on any alternator load comparisons. These items are included on the report for reference only and should be looked at as amp draw exclusion items. (Reference current edition of NFPA 1901)
Note: Total Connected Load "Demand" represents Total Connected Load minus any Load Managed items

Alternator Output at Idle: 187.00

Minimum Continuous Load	
Supply:	187.00
Demand:	89.23
Variance:	97.77

Alternator Output at Governed Speed: 285.00

Total Connected Load	
Supply:	285.00
Demand:	167.38
Variance:	117.62

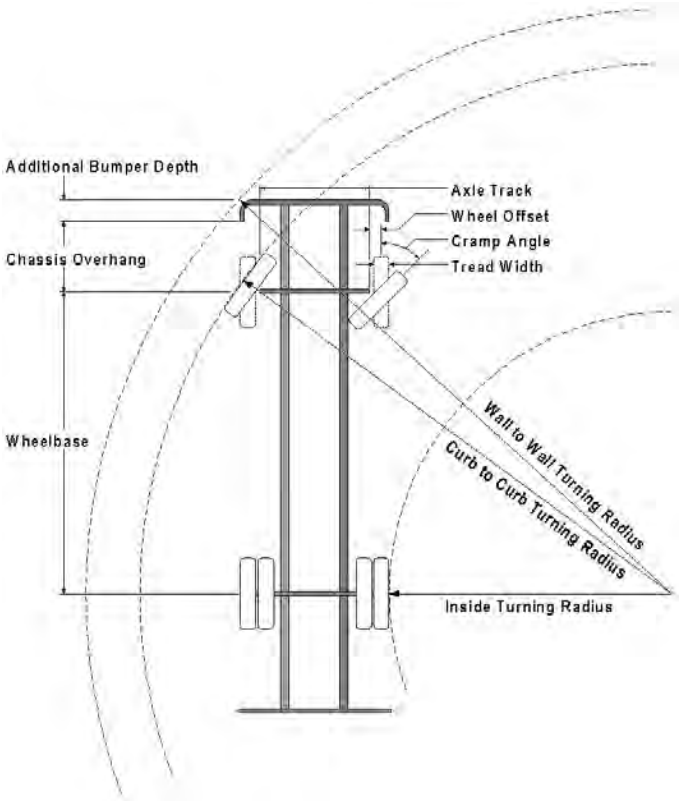
* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Turning Performance Analysis

07/06/2023

Bid Number: 1362
Department: Decatur FD, City of

Chassis: Saber FR Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen, Saber



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	15.9 in.
Chassis Overhang:	65.95 in.
Additional Bumper Depth:	19 in.
Front Overhang:	84.95 in.
Wheelbase:	187.5 in.

Calculated Turning Radii:

Inside Turn:	14 ft. 7 in.
Curb to curb:	28 ft. 6 in.
Wall to wall:	32 ft. 9 in.

Comments:

Decatur FD BTO Pumper

Category	Option	Description
Axle, Front, Custom	0807050	Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Saber FR, BMP/STK ONLY
Tires, Front	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg
Bumpers	0606397	Bumper, 19" Extended, Under Slung, Painted, Recessed Xlays/Trays, Saber FR/Enf
Wheels, Front	0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot

Notes:

*Actual Inside cramp angle may be less than shown.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:	
Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.

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MacQueen Emergency is pleased to submit a proposal to Decatur FD for a **Pierce® triple combination pumper** 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 and 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 delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

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 MacQueen Emergency by operating 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 one hundred (100) 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 polices 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 polices 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 Bradenton, Florida.

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 the 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."

PUMP TEST

The rated water pump will be tested, approved, and certified by an ISO certified independent third party testing agency at the manufacturer's expense. The test results, along with the pump manufacturer's certification of hydrostatic test, the engine manufacturer's certified brake horsepower curve, and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, the generator will be tested, approved, and certified by an ISO certified independent third party testing agency at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

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.

SABER FR CHASSIS

The Pierce Saber FR® 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.

WHEELBASE

The wheelbase of the vehicle will be 187.50".

GVW RATING

The gross vehicle weight rating will be 43,500 pounds.

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 NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

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

FRONT TIRES
Front tires will be Goodyear 385/65R22.5 radials, 18 ply Armor Max MSA tread, rated for 20,050 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 12.25" polished aluminum disc type wheels with a ten (10)stud, 11.25" bolt circle.

REAR AXLE
The rear axle will be a Dana, Model S23-172, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE
A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

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 24,000 lb. 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).

REAR TIRES
Rear tires will be four (4) Goodyear radials 11R22.50, load range H, G751 MSA, rated for 24,020 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 8.25" polished aluminum 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.

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.

WHEEL CHOCKS PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 7.9.4 requires two (2) or more wheel chocks mounted in readily accessible locations, that together will hold the apparatus, when loaded to its GVWR or GCWR, on a hard surface with a 20 percent grade with the transmission in neutral and the parking brake released.

The wheel chocks are not on the apparatus as manufactured. The fire department will provide and install these wheel chocks.

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 forward 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.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, 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 4,272 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

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located in the driver's side cab step area. 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 fitting will also be provided with the loose equipment.

ENGINE

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

Make:	Cummins
Model:	L9
Power:	450 hp at 2100 rpm
Torque:	1250 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2024
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	543 cubic inches (8.9L)
Starter:	Delco 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.

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.

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen 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.

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 mode 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 stainless steel. It will be equipped with swash partitions and a vent. The exterior of the tank will be unpainted. To reduce the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .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 .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 forward 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 below the air bottle storage behind a common 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.

FUEL PRIMING PUMP

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

FUEL SHUTOFF

A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

TRANSMISSION

An Allison 6th 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 amber 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 COOLER

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

DOWNSHIFT MODE (W/ENGINE BRAKE)

The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 3rd gear, resulting in improved engine braking performance.

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

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded 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 HORN BUTTON

The steering wheel 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: DECATUR

The second row of text will be: FIRE

The third row of text will be: DEPARTMENT

BUMPER

A one (1)-piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange. The bumper will be 95.28" wide with 45 degree corners. The bumper will be metal finished and painted to match the apparatus.

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 HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks 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 hooks will not be used for lifting of the apparatus.

BUMPER TRAY

A full width bumper tray, constructed of smooth aluminum, will be located in the under slung bumper extension.

The tray will be a bolted modular design, 8.25" deep. The tray will be used for storage of long handled tools.

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

GRAVEL PAN

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face.

The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

COVER, FULL WIDTH OF TRAY

A bright aluminum treadplate cover will be provided over the entire top of the center tray.

The cover will be raised 4.00" above the gravel pan.

The cover will be attached with a stainless steel hinge.

A center mounted lifting handle with latch will secure the cover in the closed position and two (2) gas springs will hold the cover in the open position.

CAB

The 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 64.50" in the center and outboard positions.

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

The engine tunnel, at the rearward highest point (knee level), will measure 61.50" 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.

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 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.

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.

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

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.

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.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.

SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

A Retrac, 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.

FRONT CROSS VIEW MIRROR

There will be one (1) 8.00" diameter eyeball mirror provided on the passenger side front corner of the cab. It will be mounted high, above the windshield. The mirror will provide the driver with a view of the front bumper and the front of the truck.

The mirror housing, tubing, clamps and hardware will be constructed of corrosion resistant stainless steel.

Mirror head will be K-10, EB50S-S, 8.00" stainless steel housing with three (3) arms.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" 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 73.25" 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.

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.

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 bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

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 with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right 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.

HANDRAILS BELOW CAB WINDSHIELD

A 10.00" long x 1.25" diameter handrail will be mounted below the front cab windshield, one (1) on each side. The handrails will be extruded aluminum with a ribbed design to provide a positive gripping surface.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.

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 ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

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 flooring will be constructed with bright aluminum treadplate.

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.

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 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 evaporator cover per the following:

- 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 hinged with two (2) thumb latches.

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 a black plastic thumb latch provided to help secure each sun visor in the stowed position.

GRAB HANDLES

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 handles will be securely mounted to the post area between the door and windshield.

ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGEC, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

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 lift and turn latch will be provided on the access door.

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be four (4).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

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

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" 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 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 one (1) Southco C2 chrome raised trigger lever latch will be provided for access.

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

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" 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 be furnished with a 3-point, shoulder type seat belt.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" 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 be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER CABINET

A forward facing cabinet will be provided in the crew cab at the center position.

The cabinet will be 42.00" wide x 50.00" high x 24.75" deep with one (1) Amdor rollup door with anodized finish, non-locking. The frame to frame opening of the cabinet will be 39.50" wide x 44.75" high. The minimum clear door opening will be 36.75" wide x 38.87" high.

The cabinet will include two (2) infinitely adjustable shelves with a 0.75" up-turned lippainted 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 left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

SEAT UPHOLSTERY

All seat upholstery will be leather grain 36 oz black vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.

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 STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black 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.

PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 5.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel will include gauges, 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):
  - Low volts (11.8 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
  - High volts (15.5 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

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)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:
- Ladder rack down
- Parking brake
- Stop engine
- The following green telltale lamps will be present:
- Left turn
- Right turn
- Battery on
- Ignition
- Aux brake (auxiliary brake engaged) (where applicable)
- The following blue telltale lamps will be present:
- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

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 for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

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, defrost, and air conditioning control panel.

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

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

Parking brake control: An air actuated push/pull park brake control.

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

High idle engagement switch: A maintained 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 multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

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 provided and accessible while standing on the ground. The panel will be 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/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system

- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light (electronic) 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 activate a pulsing alarm when the parking brake is released.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

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 on the left side of the center instrument panel.

SPARE CIRCUIT

There will be four (4) 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 One (1) in EMS compartment right side middle against the wall, one (1) on panel #14 and one (1) on the right side of the dash near the officer, and panel #14, pass side of center instrument panel extension. per print
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

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

INFORMATION CENTER

There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

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. 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 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.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed Same as Job #37338 on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the overhead switch area. 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) Analog High Definition (AHD) black camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.
- One (1) AHD 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 a 7.00" High Definition (HD) display with sun shield located in view of the driver in the custom dash, per instrument panel layout. The display will include manual camera activation capability and audio from the rear camera only.

The following components will be included:

- One (1) HD700136DC Display
- One (1) 1080p AHD Rear camera
- One (1) 1080p AHD Side camera
- All necessary cables

CAMERA SWITCHER

A camera switcher is not required.

RECESS REAR CAMERA

A rear camera recess will be provided in the center at the rear .

ELECTRICAL POWER CONTROL SYSTEM

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal

protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

VOLTAGE MONITOR SYSTEM

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is below optimum levels.

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

EMI/RFI PROTECTION

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. 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 Pierce Manufacturing 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 have 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 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 Stryten/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. Batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of unpainted 0.188" stainless steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty battery cables will be used to provide maximum power to the electrical system. Cables will be color-coded.

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 Kussmaul™, Chief Series Smart Charger 4012, product code 091-266-12-40, 40 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the cab behind the driver seat.

AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to 120V outlet in EMS cabinet and battery charger.

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 Ratting (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

ALTERNATOR

A Delco Remy®, Model 40SI, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral regulator and

rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). 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 MANAGEMENT

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

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.

DIRECTIONAL LIGHTS

There will be two (2) Whelen 600 series, LED combination directional/marker lights provided. The lights will be located on the outside cab corners, next to the headlights.

The color of the lenses will be clear.

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.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided per the following:

- 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 as close to the outside of the apparatus as practical.
- Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical.

The lights will be installed without guards.

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 a three (3) LED light bar 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) 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) LED lights installed on the side of the apparatus used 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

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to 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.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

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) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" white LED strip lights provided, one (1) for each 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) Amdor, Model AY-LB-12HW020, 350 lumens each, 20.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, one (1) each side.

If the combination of options in the vehicle does not permit clearance for a 20.00" light, a 12.00" version of the Amdor light will be installed.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) Amdor, Model AY-LB-12HW020, 350 lumens, 20.00" long, white LED's, 12 volt DC lights provided 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. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

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 when the ignition switch is on and the parking brake is set.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

12 VOLT LIGHTING

There will be one (1) Whelen® Model P*H2*, 17,750 lumens 12 volt DC light(s) with a combination of flood and spot optics provided on the front visor, centered.

The housing(s) painted parts of this light assembly to be white.

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.

These light(s) may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Drivers side above the crew cab window.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump 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.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Officers side above crew cab window.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel, by a switch at the left side pump 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.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, OFFICER'S SIDE upper rear corner of the body, per print..

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by the same switching that has been selected for the other side scene light(s) on the apparatus.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, DRIVER'S SIDE upper rear corner of the body, per print..

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by the same switching that has been selected for the other side scene light(s) on the apparatus.

The light(s) may be load managed when the parking brake is applied.

DECK LIGHTS

There will be two (2) Whelen®, Model MPBW, white 12 volt DC LED floodlights with stud bail mount provided at the rear of the hose bed, one (1) each side.

The lights will be activated by a control from a driver's side and officer's side over head switch and a cup switch at the driver's side rear body bulkhead.

WALKING SURFACE LIGHT

There will be three (3) Model P25 12 volt DC LED lights with chrome housing provided, in lieu of the standard lights, to illuminate the entire cargo area. These LED lights will be located on the surface of the front body side sheet to illuminate the cargo area. These lights will be activated when the body step lights are on.

NOTE: These lights are used in lieu of the standard lights, due to an overall height restriction, with the body side sheets being the highest point of the apparatus.

WATER TANK

Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

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.

HOSE BED

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

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.

The inside of the hose bed will be painted . The inside of the cargo area will be painted .

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate 750 ft of 5" LDH | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 1 3/4" DJ | 200 ft of 2 1/2" DJ | 500 ft of 2 1/2".

HOSE BED DIVIDER

Three (3) 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.

An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hose bed.

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.

NOTCH

A notch in the dallas style approximately half depth of the divider and having a 12" long run with 45 degree ends will be provided at the central area of the 3rd and 4th new sp option hose divider, 767998 hose bed divider(s). The notch will be provided in two (2) divider(s).

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

CUTOUT, HANDHOLD

A cutout with radiused corners will be provided at the rear of the two (2) hose bed divider(s).

The cutout(s) will be located on sheet 1 and sheet 5..

There will be four (4) additional hose bed dividers furnished.

Each divider will be constructed of a .25" brushed aluminum sheet.

Partition 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 two (2) bolts, one (1) at each end and located The hose bed divider between hosebed #2 and #3 will be shortened and lowered. Divider between hosebed #2 and #3 will be 17" tall and 96" long to match previous unit #37338. Hose bed divider between hosebed #3 and #4 will be regular height and full lengt.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

HOSE BED DIVIDER ADDITIONAL

There will be two (2) additional hose bed dividers furnished.

Each divider will be constructed of a .25" brushed aluminum sheet and 20.00" tall inches tall.

An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hose bed.

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.

Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

An aluminum grating shelf will be installed in the front of the hosebed over the outlet plumbing to allow for storage in that area above the plumbing. The shelf will be installed in the forward portion of hosebays 2 and 3, extending towards to the front of the body.

A partition will be provided 96.00" forward from the rear of the hosebed connecting between hosebays 2 and 3. The center divider between hosebays 2 and 3 will run up to this partition.

Standard hosebed grating will line the floor of this sectioned area.

HOSEBED HOSE RESTRAINT

A black hosebed cover will be furnished with velcro fasteners at the front and bungee cord and hook fasteners on the sides. There will be 2.00" cam buckle fasteners at the bottom of the rear body sheet below the hosebed. The flap at the rear will be not weighted.

There will be a foam can storage area in the front of the hosebed, the vinyl cover will be cut out around the storage area. The cover will be fastened to horizontal angles around the outside of the storage area with 1/4 turn fasteners.

FILL DOME ACCESS

There will be one (1) fill dome(s) accessed through the vinyl hose bed cover. A flap(s) with Velcro® strips will be provided in the vinyl hose bed cover for access to the fill dome(s) without removing the front portion of the cover. The flap will be permanently attached along the forward edge.

RUNNING BOARDS

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also 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 16.00" deep and full width of the body. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

The rear wall will be flush.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR TOW BAR

One (1) tow bar will be installed under the tailboard.

The 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.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

RUNNING BOARD HOSE RESTRAINT

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be Two (2) hose trays located one (1) in each side running board.

HOSE TRAY

Two (2) hose trays will be recessed one (1) in each side running board.

Capacity of the tray will be 20' of 5.00" hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which 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 support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

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 pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

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.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

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 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 actual testing techniques will be made available upon request.

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 interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower

26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments 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.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 65.13" high x 25.88" deep. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments 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.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system

that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingression.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

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 vertically hinged, double door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 41.88" deep. 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.

A louvered, 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 clear door opening of this compartment will be 32.00" wide x 28.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

Each of the vertically hinged compartment doors will be provided with a positive door holder.

REAR COMPARTMENT DOORS

All hinged compartment doors will be lap style with double panel construction and will be a minimum of 1.50" thick. To provide additional door strength, a "C" section reinforcement will be installed between the outer and interior panels.

Doors will be provided with a closed cell rubber gasket around the surface that laps onto the body. A second heavy-duty automotive rubber molding with a hollow core will be installed on the door framing that seals onto the interior panel, to ensure a weather resisting compartment..

All compartment doors will have polished stainless steel continuous hinge with a pin diameter of .25", that is bolted or screwed on with stainless steel fasteners. A strip of dielectric isolation tape will be provided between the hinge and the door jamb.

All door lock mechanisms will be fully enclosed within the door panels to prevent fouling of the lock in the event equipment inside shifts into the lock area.

Doors will be latched with recessed, polished stainless steel "D" ring handles and Eberhard 106 locks.

To prevent corrosion caused by dissimilar metals, compartment door handles will not be attached to outer door panel with screws. A rubber gasket will be provided between the "D" ring handle and the door.

DOOR GUARD

There will be six (6) compartment doors that will include a guard/drip pan designed to protect the rollup door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed left side rearward compartment, left side over the wheel compartment, left side forward compartment, right side rearward compartment, right side over the wheel compartment and right side forward compartment.

COMPARTMENT LIGHTING

There will be seven (7) compartments with Amdor, Model AY-9220, white 12 volt DC LED compartment light strips. The lights will be mounted with mechanical fasteners.

There will be two (2) strip lights installed vertically in each compartment opening per the latest NFPA requirements.

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

MOUNTING TRACKS

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.

ADJUSTABLE SHELVES

There will be six (6) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be 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 .12" thick stamped plated brackets and bolts.

The location will be TBD .

SLIDE-OUT FLOOR MOUNTED TRAY

There will be one (1) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum 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.

The location(s) will be B1.

PARTITION, TRANSVERSE REAR COMPARTMENT

Two (2) partitions will be bolted in place to separate the left and right side rear compartments from the rear tailboard compartment. The partition will be body material painted spatter gray.

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 in LS2, centered from left to right in the door frame.

RUB RAIL

Bottom edge of the side compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" 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.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown 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. Rubber welting will be provided between the body and crown.

BODY FENDER LINER

A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE

Hard suction hose will not be required.

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 provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

HANDRAILS

One (1) vertical handrail will be located on each rear beavertail.

- One (1) horizontal knurled aluminum handrail will be provided above the hose bed at the rear of the apparatus. The hose bed dividers do not require additional reinforcement.
- One (1) full width horizontal knurled aluminum handrail will be provided below the hose bed at the rear of the apparatus.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of two (2) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF tank access. and on the left side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access.. A polished 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, "W" shaped insert formed of composite materials will be provided.

AIR BOTTLE COMPARTMENT STRAP

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

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 right side forward of the rear wheels and on the right side rearward of the rear wheels. A polished 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.

AIR BOTTLE HOLDERS

One (1) bracket will be provided for mounting air bottles. Each bracket will be a Ziamatic, model UN-6-30-3-SF, and contain a collision restraint strap. It will be mounted on tracks and used for

adjusting the location of the bracket within the compartment. The brackets will be installed in compartment Compartment D3 upper.

MOUNTING TRACKS

There will be one (1) pair of horizontal mounting tracks provided for mounting air bottle brackets in ahead of fixed partition in compartment D2. Each pair of mounting tracks will be provided with ten (10) pair of mounting studs.

EXTENSION LADDER

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

ROOF LADDER

There will be one (1) 14' aluminum, Duo-Safety, Series 775-DR roof ladder(s) provided. The ladder(s) will have roof hooks on both ends.

HYDRAULIC LADDER RACK

Ground ladders will be mounted above the right side of the hose body in a specially designed swing-down cradle. This cradle will be electric/hydraulic operated. The system design will have been life cycle tested for dependable service.

An independent hydraulic pump powered by a 12-volt electric motor will operate the hydraulics. The hydraulic pump and reservoir will be accessible from the ground through a stainless steel inspection door.

The ladder rack will incorporate two hydraulic rotary actuators, one each located inside the front compartment and the rear compartment. The actuators will be completely enclosed within each compartment to eliminate any pinch points while operating the ladder rack. Lifting arms will be attached outside the compartment body to the front and rear actuator.

The rack can be designed in certain situations to provide lifting capabilities up to 500 lb.

The maximum height of the rack from the ground in the lowered position will be no more than 47.00".

The electric control panel will have a master switch on/off switch, an actuation switch, an operation indicator light and operation instructions. The electric controls will be located at the pump panel adjacent to the ladder rack in such a manner to allow the operator full view of the area into which the ladders will be lowered.

Two (2) air operated safety locks will be furnished to securely maintain the ladder bracket assembly in the travel position. These air operated safety locks will be controlled from the ladder rack control panel.

A polished stainless steel enclosure shall be provided over the hydraulic ladder rack locks at the front and the rear on the right side to cover the ladder rack locks (2) and provide mounting for any rear warning lights.

Ladders will be secured to the brackets with two (2) locks retaining the roof ladder and the extension ladder. The locks will be such that when the roof ladder is removed, the clamps can be moved a half turn to hold the extension ladder in place.

LADDER RACK INTERLOCK AND NOT STOWED INDICATOR LIGHT

An interlock will be provided to prevent operation of the ladder rack unless the apparatus parking brake has been activated.

A steady red indicator light will be located on the cab instrument panel and illuminated when the hydraulic ladder rack is not in the stowed position. The light will be labeled "Ladder Rack". In addition, the "Do Not Move Apparatus" light located in the cab will be activated when the hydraulic ladder rack is not in the stowed position.

HYDRAULIC LADDER RACK DEPLOYED LIGHTS

There will be two (2) Truck-Lite catalog number 15***, 1.20" high x 2.49" wide x 0.94" deep lights with chrome trim, red flashing LEDs and provided per the following:

- One (1) light installed on the front of the hydraulic ladder rack
- One (1) light installed on the rear of the hydraulic ladder rack
- The warning light lens color(s) to be clear

The lights will be activated when the battery switch is on and the hydraulic ladder rack is not in the stowed position.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

FOLDING LADDER STORAGE

There will be mounting clips designated for (1) folding ladder. Pierce will supply and install mounting clips on the inboard side of the hydraulic ladder rack when in the stored position.

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.

PIKE POLE STORAGE

There will be Two (2) pike poles 8' or longer pike pole(s) stored in painted aluminum tube(s) with a .75" standard notch for the pike pole head located on the hydraulic ladder rack.

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.

FOLDING STEPS FRONT OF BODY

Folding steps will be provided full height on the left side and right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a luminescent tread coating, that is rechargeable from any light source and can hold a charge for up to 24 hours, on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

REAR FOLDING STEPS

Bright finished, non-skid folding steps with a luminescent tread coating, that is rechargeable from any light source and can hold a charge for up to 24 hours, on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANEL

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right (passenger's) side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

ACCESS DOOR

A bright aluminum treadplate door will be provided above the left side pump panel for access to the cargo compartment above the pump. This door will be hinged at the front and it will have a lift and turn latch and be as large as possible.

ACCESS DOOR

A vertically hinged, aluminum treadplate door will be provided above the right side pump panel for access to the cargo compartment above the pump. This door will be hinged along the forward edge. It will have a lift and turn latch and be as large as possible.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.

-70% of rated capacity at 200 psi net pump pressure.

-50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

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. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE

One (1) Trident Air Max intake relief valve(s) will be installed on the suction side of the pump preset at 125 psig.

The relief valve will have a working range of 50 PSI to 350 PSI.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

One (1) adjustable air regulator and pressure indicating gauge will be located on a common bezel on the left side pump panel to control the intake valve(s).

PRESSURE CONTROLLER

A Pierce Pump Boss Model PBA300 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

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.

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.

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.

SHORT SUCTION TUBE(S)

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

MAIN PUMP INLET CAP PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2016 edition, section 16.6.8 requires all intakes to be provided with caps or closures capable of withstanding a hydrostatic gauge pressure of 500 psi.

The caps are not on the apparatus as manufactured. The fire department will provide both caps for the main pump inlets.

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.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

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.

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.

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 "T" 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 stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. 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.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

LEFT SIDE DISCHARGE OUTLETS

There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel 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.

RIGHT SIDE DISCHARGE OUTLETS

There will be Two (2) discharge outlets with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel 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.

FRONT OF HOSE BED DISCHARGE OUTLET

There will be four (4) discharges located at the front of the hose bed.

One (1) 2.50" discharge will be located on the right side of the hose bed.

Three (3) 1.50" discharges will be located on the left side of the hose bed.

Plumbing for the 2.50" outlet will consist of 2.50" piping with a 2.50" full-flow ball valve and the 1.50" outlets consisting of 2.00" piping and 2.00" full-flow ball valves.

All four (4) outlets will be controlled at the pump operator's panel. The discharges will terminate with one (1) 2.50" and three (3) 1.50" (M) National Standard hose thread adapter.

DISCHARGECAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with vinyl covered cables 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 vinyl covered cables 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 T 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 T 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.

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 rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

TELESCOPIC PIPING

The deluge riser piping will include an 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 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

A customer/dealer supplied and installed make and model terminate with 3" NPTM monitor will be properly installed on the deluge riser.

The deluge riser will have male National Pipe Threads for mounting the monitor.

BOOSTER HOSE REEL

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the left side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.

REEL REWIND SWITCH

Reel motor will be protected from overload with a circuit breaker rated to match the motor.

Electric rewind control will be a rubber covered button will be located PS pump panel, final location to be determined at preconstruction conference.

Booster hose, 1.00" diameter and 150 feet, with chrome plated Barway, or equal couplings will be provided.

Working pressure of the booster hose will be a minimum of 800 psi.

Capacity of the hose reel will be 150 feet of 1.00" booster hose.

HOSE REEL BLOWOUT

one (1) hose reel blowout(s) will be furnished to blow out any remaining water from the reel(s). The blowout will be piped from the wet tank of the brake system to the reel, and will be controlled at the pump operator's panel.

FOAM SYSTEM

A foam system will not be required on this apparatus.

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 and gauge panels will be constructed of aluminum with a painted FormCoat black finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side upper pump panel will be removable.

Panel Fastener

The removable panels will be secured with black swell latch .

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

PUMP COMPARTMENT LIGHTS

There will be one (1) Whelen Model 20C0CDCD, 4.00" diameter LED light(s) provided inside the pump enclosure.

The light(s) will be surface mounted using a chrome plated flange.

The light(s) will be activated when the battery switch is on and a switch on the pump panel is on.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

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.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

- Low Fuel Indicator Light and Audible Alarm

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.

COLOR CODED NAME TAG/S

There will be five (5) additional color coded name tag/s supplied. The tag/s will be used for labeling the Preconnects.. The color of the tag/s will be DS 1 1/2 preconnect to be Preconnect A and White, PS Preconnect C to be Preconnect B and Yellow, PS Outlet B to be Preconnect C and Orange, PS Preconnect A to be 2 1/2 preconnect no color change, No 2 Passenger side discharge color to be Gray..

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled.

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"-0-400#.

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 (1) 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 interlube filled and manufactured by Class 1©.

They will be a minimum of 2.50" in diameter and will have white faces with black lettering.

Gauges will be compound type with a vacuum/pressure range of 30.00"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

WATER LEVEL GAUGE

A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operators panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty.

The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.

REMOTE LIGHT DRIVER

A Fire Research TankVision model WLA290-A00 remote light driver will be installed. The driver will provide four (4) separate outputs to control additional water level lights around the apparatus. The lights will show 1/4, 1/2, 3/4, and full tank. When power is applied the driver will run a test and cycle each remote light on and off. When the tank is less than 1/4 full the 1/4 tank light will blink.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator, Whelen®, Model PSTANK2, LED module with a chrome trim, installed one (1) each side rearward of crew cab doors.

This light module 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
    - Above 1/4 this light will be steady burning
    - At empty this light will be flashing

This module will be activated when the parking brake is applied.

STEP/LIGHT SHIELD

There will be an aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the pump operators panel.

There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated when the parking brake is set. Additional lights will be included every 18.00" depending on the size of the pump house. One (1) pump panel light will come on when the pump is in ok to pump mode.

- There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

There will be one (1) white LED step light provided above this step. In order to ensure exceptional illumination, each step light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

ADDITIONAL STEP/LIGHT SHIELD

There will be an additional aluminum treadplate stepping surface no less than 8.00" deep and properly reinforced to support a man's weight, installed over the passenger's side pump panel.

- There will be 12 volt DC white LED lights installed under the step to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated when the battery switch is on and the parking brake is applied. Additional lights will be included every 18.00" depending on the size of the pump house.

There will be one (1) white LED, step light provided above the step. In order to ensure exceptional illumination, each step 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 step light will be activated when the battery switch is on and the parking brake is applied.

AIR HORN SYSTEM

Two (2) Hadley, rectangular bell 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 horn(s) will be activated by the following:

- Right side lanyard. The lanyard to be a link chain inside vinyl tubing.
- Left side lanyard. The lanyard to be a link chain inside vinyl tubing.

ELECTRONIC SIREN

A Code 3®, Model 3692, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and the emergency master switch is on.

Electronic siren head will be recessed in the passenger side center switch panel.

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.

SPEAKER

There will be one (1) Code 3®, Model C3100 speaker 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 Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deckplate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Right side foot switch.

A momentary switch will be included in the right side overhead switch panel to activate the siren brake.

A momentary 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) 81.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- One (1) white flashing LED module in the driver's side second front position.
- One (1) red flashing LED module in the driver's side third front position.
- One (1) red flashing LED module in the driver's side fourth front position.
- Open in the driver's side fifth front position.
- Open in the driver's side sixth front position.
- Open in the driver's side seventh front position.
- Open in the passenger's side seventh front position.
- Open in the passenger's side sixth front position.
- Open in the passenger's side fifth front position.
- One (1) red flashing LED module in the passenger's side fourth front position.
- One (1) red flashing LED module in the passenger's side third front position.
- One (1) white flashing LED module in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's 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 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) pair of Whelen, Model M6**, LED lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps. The housing to be polished and the trim shall be chrome.

The driver's side front outside warning light to be red

- The driver's side front inside warning light to be blue
- The passenger's side front inside light to be green
- The passenger's side front outside warning light to be red
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

DAYTIME RUNNING LIGHTS (HEADLIGHTS)

The headlights will include a feature for daytime running lights which will be automatically activated when the parking brake is released. The daytime running light feature will be deactivated when the primary headlight switch is turned on, when other headlight options are activated or when the parking brake is set. The running lights will be wired through the low beam head lights.

SIDE ZONE LOWER LIGHTING

There will be four (4) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights located, one (1) each side on the bumper extension. The driver's side, side front light to include red warning LEDs and the passenger's side, side front light to include red warning LEDs.
- Two (2) lights located, one (1) each side above rear wheels. The driver's side, side rear light to include red warning LEDs and the passenger's side, side rear light to include red warning LEDs.
- The warning light lens color(s) to be clear.

There will be a switch in the cab on the switch panel to control the lights.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*, LED flashing warning lights will be located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be blue

Both lights will include a lens that is the same color as the LED's.

There will be a switch located in the cab on the switch panel to control the lights.

REAR OF HOSE BED WARNING LIGHTS

There will be two (2) Whelen® Rota-Beam™, Model R416*F, 4.88" high x 6.44" wide LED beacons.

- The driver's side beacon to include blue LED's.
- The passenger's side beacon to include red LED's.
- The domes to be clear.

There will be a switch located in the cab, on the switch panel to control the beacons.

The rear warning lights will be mounted on top of the compartmentation with all wiring totally enclosed. The rear deck lights will be mounted on the beavertails as high as possible.

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 of 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.

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.

PAINT
The cab and the body will be painted #90 red

PAINT CHASSIS FRAME ASSEMBLY
The chassis frame assembly will be finished with Pierce #224 Silver 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
- 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.

AXLE HUB PAINT
All axle hubs will be painted to match primary job color.

FRONT BUMPER COATING - TOP FLANGE
Durabak™ coating will be provided on the outside exterior of the top front bumper flange. It will not be applied on the inside of the flange.

The material shall be textured black .

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" yellow stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" yellow stripe on the bottom.

CHEVRON STRIPING ON THE FRONT BUMPER

There will be alternating chevron striping located on the front bumper.

The colors will be red and fluorescent yellow green diamond grade.

The size of the striping will be 6.00".

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 compartment 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.

"Z" JOG IN REFLECTIVE STRIPE

There will be one (1) "Z"-shaped jog(s) provided in the reflective stripe design.

REFLECTIVE STRIPE OUTLINE

A black outline will be applied on the top and the bottom of the reflective band. There will be three (3) set of outline stripes required.

CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

LETTERING

Twenty-one (21) to forty (40) reflective lettering, 6.00" high, with outline and shade will be provided.

FIRE APPARATUS PARTS MANUAL

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) 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

Each 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 these manuals are 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

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual 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.

CHASSIS OPERATION MANUAL
The chassis operation manual will be provided on one (1) USB flash drive.

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 Sheppard **three (3) 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 THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY
The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

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.

CAMERA SYSTEM WARRANTY
A Pierce fifty four (54) month warranty will be provided for the camera system**.**

COMPARTMENT LIGHT WARRANTY
The compartment lights will not offer an extended warranty.

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

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

PUMP WARRANTY

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, 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.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, 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:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact

The cab will be subjected to dynamic preload where a 14,320-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 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

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.

Additional Roof Crush

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

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:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - The minimum continuous load of each component that is specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).
  - Additional loads that, when added to the minimum continuous load, determine the total connected load.
  - 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).

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

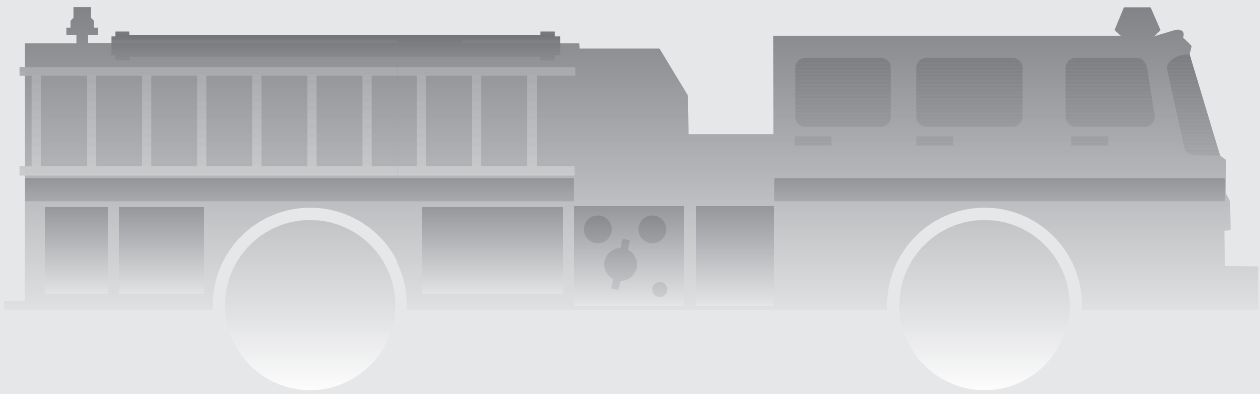
Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0008

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of $85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

_____
Authorized Signature

_____
Title

PIERCE MANUFACTURING INC.

_____
Authorized Signature

_____
Title

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Three (3) Year Material and Workmanship
TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Dana Holding Corporation
Commercial Vehicle Products Group
Grace Lake Corporate Center
1 Village Center Drive
Van Buren Township, Michigan 48111
www.dana.com

New for 2011!

Dana Holding Corporation is pleased to announce a change in our standard warranty for fire/rescue vehicles. All steer and drive axles will now come with a 5 year / 100,000 mile warranty. For further information, please go to www.roadranger.com.

Dana Holding Corporation is working with chassis manufactures to supply a 24K front steer beam with a 5 ¼' drop. We have listened to your requests for a slightly higher GAWR for single axle aerials. Not all fire stations can accommodate a long wheel base application. This allows manufactures to meet the limited length requirements for smaller fire houses. Please submit your requests through our website. Please indicate on the application your need for 24K GAWR.

Finally, our drive axles will accommodate simultaneous auxiliary braking. Dana axles are built tough and were design with Telma retarders in mind. Submit your application for single or tandem designation.

Dana Holding Corporation will work with you to provide the best drive train solution with the best warranty in the fire/rescue industry. For additional information please contact:

Alan Manzon
Account Manager – Specialty Markets
Dana Holding Corporation
One Village Center Dr.
Van Buren Twp., MI 48111-5711

Phone: (734)629-1141
Cell: (269)312-3220
Alan.manzon@dana.com

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)		
Number of Years	**Mileage (in thousands) Unl=Unlimited**	**P=Parts Only P&L=Parts & Labor**
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

LINEHAUL/GENERAL SERVICE WARRANTY INFORMATION

LINEHAUL/GENERAL SERVICE VEHICLES

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Bulk Hauler
- Chip Hauler (Truck)
- Cross Country Coach
- Doubles
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Grain Hauler
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Triples
- Tour Bus
- Wrecker

LINEHAUL TYPICALLY IS

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction

GENERAL SERVICE TYPICALLY IS

- Moderate mileage operations (less than 60,000 miles/year)
- Well maintained public roads (less than 10% off-road)
- Less than three (3) stops per mile

WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Trailer Lift Axle Control Valve	
Trailer Control Line Filter[3]	
Air Compressors (ALL)[2]	2/200/P&L
Air Dryers (ALL)	3/300/P&L
Aerodynamics	
OptiFlow® TrailerSkirt	2/UnU/P
OptiFlow® Trailer Tail and AutoTail	2/Unl/P
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Electronic Braking System (EBS)	
Electronic Stability Control (ESC)	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Trailer ABS (Anti-Lock Braking System)[3]	
Driveline Suspension Control	
Clutch Controls	2/200/P&L
Leveling Valves	1/100/P&L
OptiRide® Automated Manual Transmission (AMT)	
OptiRide® Electronically Controlled Air Suspension (ECAS)	3/300/P&L

WABCO Components[1] (cont.)	
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	6/600/P
MAXXUS™ Truck Air Disc Brake	5/500/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 17 and 19 Air Disc Brake	2/Unl/P and 1/Unl/L
Pan 22 Air Disc Brake	5/500/P and 1/L
TRISTOP™ D Actuator w/ IBV or IRB	6/600/P
TRISTOP™ D Actuator	3/300/P
UNISTOP™ Actuator	2/200/P
Trailer MAXX22T™ Air Disc Brake	5/500/P and 1/L

[1] ZF and WABCO branded components. [2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. [3] An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

HEAVY SERVICE VEHICLES

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

HEAVY SERVICE TYPICALLY IS

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile



WABCO Components[1]	
Air Management	
Air Brake Valves	1/100/P&L
Air Compressors (ALL)2	
Air Dryers (ALL)	
Trailer Control Line Filter[3]	
Braking Systems	
ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	
Trailer ABS Valve[3]	
Roll Stability Control (RSS)	
Trailer Roll Stability Support (RSS)	
Driveline Suspension Control	
OptiRide® Electronically Controlled Air Suspension (ECAS)	2/200/P&L
Leveling Valves	1/100/P&L
Clutch Controls	2/200/P&L
Safety	
OnGuardACTIVE®	3/300/P&L
OnLane®	
OnLaneALERT®	
OnSide®	
Trailer SafeStart™	
Trailer TailGUARD™	
Telematics	
TrailerCAST™ Telematics Device	3/300/P&L
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
Trailer MAXX22T™	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

1 ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 An extended warranty of 4/400/P will apply when a WABCO Trailer Control Line Filter is used in combination with a WABCO Trailer ABS valve.

INDUSTRIAL/OFF-HIGHWAY SERVICE WARRANTY INFORMATION

INDUSTRIAL AND OFF-HIGHWAY SERVICE TYPICALLY IS

- Low mileage operation[3]
- Vehicles are not typically licensed for highway use

Market	Common Application Types
Agriculture	Fertilizer Spreader, Tractor, Heavy Duty Ag Trailers, Harvester, Sprayer, Skid Loader, Silage Bagger, Slurry Wagons, Grain Cart
Airport Support	Pushback Tractor, Towing Tugs, Aircraft Tow Tractor, Refueling Trucks, Food Service Trucks, Baggage Tractors, De-Icing Equipment, Runway Clearing Equipment
Construction	All-Terrain Crane, Rough Terrain Crane, Excavator, Compactor, Wheel Loader, Road Roller, Motor Grader, Articulated Dump Truck, Rubber Tire Road Roller, Backhoe Loaders, Haul Trucks, Scraper Rough Terrain Forklifts, Trenchers, Drills
Forestry	Logging Forwarder, Kidder, Loaders, Yard Forklifts, Harvesters Fellers
Material Handling	Port Tractor, Rail Yard Spotter, Stevedoring Tractor, Trailer Spotter, Yard Jockey, Scissor Lift, Straddle Carrier, Manlift, Forklift, Boom Lift Telebandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injecter Heads, Top Drives, Jack/Lift Boats, Wireline Trucks, Load-On / Load-Off
Rail	Railcar Mover, Track Layers, Grinders, Platform Crane, Locomotive Railcars, Ballast Equipment, Winch Applications



WABCO Components[1]	
Air Management	
Air Brake Valves	2/Unl/P
Air Compressors (ALL)2	
Air Dryers (ALL)	
Brake Actuation	
Air/Hydraulic Actuators	2/Unl/P
Master Cylinders	
Remote Actuators	
Slave and Wheel Cylinders	
Two Fluid Actuators	
Brake Locks	
Brake Locks (ALL)	2/Unl/P
Electric Brake Locks	
Lever Locks	
Braking Systems	
ABS (Anti-Lock Braking System) Air	1/100/P&L
ABS (Anti-Lock Braking System) Hydraulic	
Driveline Suspension Control	
Clutch Controls	1/100/P&L
Leveling Valves	
Electrohydraulics & Controls	
Electronic Pedals	2/Unl/P
Electrohydraulic Brake Valves (EBV)	
Pressure Switches	
Hydraulic Braking Solutions	
Accumulator Charging Valves	2/Unl/P
Hydraulic Throttle Controls and Switches	
Modulating Brake Valves	
Wheel End Solutions	
EasyFit™ Slack Adjuster	2/200/P
Caliper Disc Brakes	2/Unl/P
MAXXUS™ Air Disc Brake	1/Unl/P&L
Multiple Disc Brakes	2/Unl/P
IVTM - Wheel Module	6/P
IVTM - All Other Products	2/P
Pan 22, 19 and 17 Air Disc Brake	1/Unl/P&L
TRISTOP™ D Actuator w/ IBV	3/Unl/P
TRISTOP™ D Actuator	2/200/P
UNISTOP™ Actuator	1/100/P

[1] ZF and WABCO branded components. 2 WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by ZF. Please contact your respective dealer/distributor of those engines for warranty and servicing. 3 Equivalent hours of service limit: 2,000 hours for all components.

TERMS AND CONDITIONS

COVERAGE EXCLUSIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

This Warranty shall not apply to the following, but not limited to: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, damaged threads, cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (b) sensors damaged during removal when seized in block, or associated with sensor adjustments/ alignments, and (c) damage resulting from the use or installation of non-genuine WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or WABCO name plate, serial numbers or label identifying the device as a ZF product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

AIR DRYERS

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

AIR SYSTEM COMPONENTS

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, ELECTRONIC STABILITY CONTROL (ESC), ROLL STABILITY CONTROL (RSC), OPTIRIDE®, ONGUARD® AND ONLANE®, COLLECTIVELY "ELECTRONICS"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues. Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

HYDRAULIC COMPONENTS

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

COVERAGE LIMITATIONS

PRODUCT DESCRIPTION

ALL PRODUCTS

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX PLUS™ DIAGNOSTIC SOFTWARE

Proper diagnostics of WABCO Electronics may require the latest version of TOOLBOX PLUS™. Additional labor due to use of an outdated version of TOOLBOX™ software and/or the time to purchase or install the latest version of TOOLBOX PLUS™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
ZF CV Systems North America LLC and its North American subsidiaries and affiliates (ZF) warrant to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any distribution agreements and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/ or service contract shall supersede ZF's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the ZF warranty has not expired under the terms stated above, the ZF warranty will be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized ZF distributor networks and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required. To obtain warranty coverage, each Owner must notify ZF through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with ZF directly. Failure to notify ZF of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date. A second Owner and each subsequent Owner must also notify ZF as to the intended vocational use of the vehicle. This notification can be sent directly to ZF or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use. Coverage under ZF's warranty requires that the application of products be properly approved pursuant to OEM and ZF, approvals.

(3) What is the Cost of this Warranty? There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty? In addition to the items listed on "Coverage Exclusions," this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by ZF, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by ZF.

(5) To obtain service. If the owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either ZF or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM dealer or ZF distributor networks' servicer. The dealer or ZF authorized servicer will inspect the vehicle and contact ZF for an evaluation of the claim. When authorized by ZF, the dealer or ZF authorized servicer will repair or replace during the term of this warranty any defective WABCO component covered by this warranty.

(6) Disclaimer of Warranty and Limitation of remedies. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR WARRANTY FOR HIDDEN OR LATENT DEFECTS, AND IN NO EVENT WILL ZF OR ANY OF ITS AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PROGRESSIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(7) Legal action. Any legal action or claim arising from or related to this Warranty, in contract or otherwise, must be commenced within one year from the accrual of that cause of action, or be barred forever. Any dispute arising in connection with this agreement shall be governed by and construed according to the laws of the State of Michigan and be brought, heard and determined exclusively in either the Circuit Court for the County of Oakland, State of Michigan or the United States District Court for the Eastern District of Michigan. The parties stipulate that the referenced venues are convenient.

(8) Remedy. The exclusive remedy under this warranty shall be the repair or replacement of the defective component at ZF's option. ZF reserves the right to require that all applicable covered components are available and/or returned to ZF for review and evaluation. THE MAXIMUM LIABILITY, IF ANY, OF ZF FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCT and where indicated in the product and application warranty information above, the inclusion of labor is limited to the standard repair time. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF DAMAGES PROVISION SET FORTH IN THIS PARAGRAPH SURVIVES BETWEEN THE ORIGINAL END USER AND ZF EVEN IF THE EXCLUSIVE REMEDY SET FORTH ABOVE IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE. ZF may change the design or make improvements to its Products without incurring any warranty obligation for previously manufactured Product .

(9) Entire Agreement. This is the entire agreement between ZF and the Owner about warranty and no, ZF employee, or dealer is authorized to make any additional warranty on behalf of ZF unless in writing and signed by an authorized representative of ZF.





For further product details contact your distributor or the WABCO Customer Care Center at 855-228-3203.

About ZF Friedrichshafen AG

ZF is a global technology company and supplies systems for passenger cars, commercial vehicles and industrial technology, enabling the next generation of mobility. ZF allows vehicles to see, think and act. In the four technology domains Vehicle Motion Control, Integrated Safety, Automated Driving, and Electric Mobility, ZF offers comprehensive solutions for established vehicle manufacturers and newly emerging transport and mobility service providers. ZF electrifies different kinds of vehicles. With its products, the company contributes to reducing emissions and protecting the climate.

ZF, which acquired WABCO Holdings Inc. on May 29, 2020, now has 160,000 employees worldwide with approximately 260 locations in 41 countries. In 2019, the two then-independent companies achieved sales of €36.5 billion (ZF) and $3.4 billion (WABCO). For more information, visit: **www.wabco-na.com**

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Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

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3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

POLY-TANK®,& POLYSIDE® are registered trademarks of UPF, Inc. INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™ are trademarks of UPF, Inc. © 08/01/09 UPF, Inc. Printed in the USA

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/8/2010 WA0009

AMDOR Inc. TERMS OF BUSINESS AND GENERAL INFORMATION

Warranty:

All AMDOR Inc. roll-up door products are warranted for a period of 10 years from the date of delivery (with the exception of wet paint adhesion - please see below). AMDOR Inc. liability covers the replacement or repair of any component that fails due to defects in material and / or workmanship during the coverage period. We accept no liability for claims made for damages to any part (or parts) of a vehicle and / or machine (of any type) or injury claims by a person or persons assumed or alleged to have been brought about by the use or misuse of any product supplied by AMDOR Inc. Warranty coverage does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives.

In order to initiate the claims process please contact your authorized representative of AMDOR Inc. Warranty claims must be accompanied by a written description providing full and reasonable details as to the nature of the defect. Upon receipt of your claim arrangements will be made to inspect the defective product (if necessary). Justified warranty claims will be repaired, exchanged, or credited to the customer's account at AMDOR Inc.'s discretion. All warranty claims must be approved in writing by the Customer Service Manager for AMDOR Inc. There are no exceptions to this clause.

Limited warranty coverage includes the labor associated with the disassembly and assembly of products deemed to be defective by AMDOR Inc. Labor allowances are based on a set time schedule as determined by AMDOR Inc. The maximum allowable hourly labor rate is $ 50. All warranty labor claims must be approved in writing by an authorized representative of AMDOR Inc. prior to commencement of work. Allowances for removal and installation:

Curtain replacement:	3/4 hour
Balancer replacement:	1 hour
Door ajar switch	3/4 hour
Bottom Panel Assembly:	1/2 hour
Slat replacement:	3/4 hour
Door removal and replacement	1 1/2 hours

Items authorized for return must be accompanied by a Return Goods Authorization (RGA) number. We will accept collect shipments of items deemed to be defective provided that they are returned via the most economical carrier. Should items be

returned by means other than the most economical carrier the difference will be charged back to the sender.

AMDOR Inc. reserves the right to reject any claim when a product has been opened, interfered with or modified. Claims may also be rejected when damage to the product (or any sub-assembly) has been brought about by accident, misuse, abuse, vandalism, incorrect installation, temperature extremes, chemical exposure or any factor other than regular operating conditions.

Limited Wet Paint Match Adhesion Warranty

AMDOR Inc. warrants wet paint finishes applied by AMDOR utilizing our approved factory paint specification. All wet paint match colors must be approved in writing by an authorized OEM representative. AMDOR Inc. will provide a color spray out for this purpose. The time required for shipping and consideration of initial color spray outs will be considered over and above stated lead times. Warranty coverage will extend for a period of not less than 5 years from the date of delivery as determined by AMDOR Inc.'s Packing Slip. AMDOR reserves the right to determine whether individual units will be replaced and / or repaired by an AMDOR approved vendor. An allowance will be made for labor associated with the disassembly and assembly of individual units at the prescribed hourly rate of $ 50 per hour. Compensation for labor will not exceed the maximum time allowance permitted for door removal and replacement. Written approval including specified allowance for time must be obtained from AMDOR prior to initiating work. Warranty coverage will extend to the following visible paint system defects:

1./ Loss of mechanical adhesion as evidenced by peeling, cracking or blistering which exposes the substrate material.

2./ Corrosion of the substrate due to paint system failure.

3./ Fading which results in a substantial departure from the primary AMDOR approved body color.

Wet paint adhesion limited warranty coverage will be excluded when damages to the system are determined by AMDOR Inc. to be a result of the following:

1./ Damage caused through the use of attachments including (but not limited to) decals, labels, adhesives, non factory approved coatings.

2./ Loss of gloss, discoloration or damage due to improper maintenance (including but not limited to) mechanical wash systems, pressure washers, steam cleaners, non approved wash or polishing agents.

3./ Abuse, acts of nature, excessive heat / cold, chemical exposure, vandalism and / or accidents.

4./ Scratches, chips, abrasions, or dents from any source.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

F-2891 (04/15/20)

Ten (10) Year Material and Workmanship
Stainless Steel Piping
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Graphics Fading and Deterioration

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each graphic lamination shall be free from defects in material workmanship, fading, and deterioration.**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**One (1) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

2/22/2010 WA0168

Certification Document CD0156
Statement of Compliance to NFPA 1901-2016
Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.





4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks.*

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

VALIDATION TEST: Multiple Tests

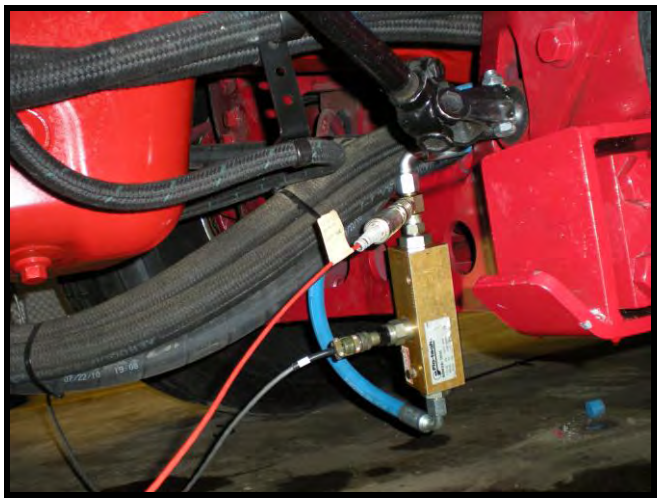
Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017

Certification Document CD0098
Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.





VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY

Certification Document CD0189
Saber® FR - Enforcer™
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,320 lb. moving barrier was impacted into the top corner with sufficient speed to impact the top corner of the cab with 13,000 ft-lbs. of energy. This satisfies SAE J2422 requirements.



Frontal Impact: The test cab was struck by the 14,320 lb. moving barrier at a speed sufficient to impart the required 65,098 ft-lbs. of energy. Twice the energy required per SAE J2420.



Roof Crush: This test cab was then subjected to a roof crush force of 110,000 lbs. This value exceeds the ECE 29 criteria, which must be equivalent to the front axle rating. This is 4.6 times higher than max. front axle rating.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and certified by:

Pierce Manufacturing, Inc.



David W Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.



David Archer
November 18, 2014

Certification Document CD0132
Saber®FR – Enforcer™
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462



Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

Certification Document CD0134
Saber® FR – Enforcer™
Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

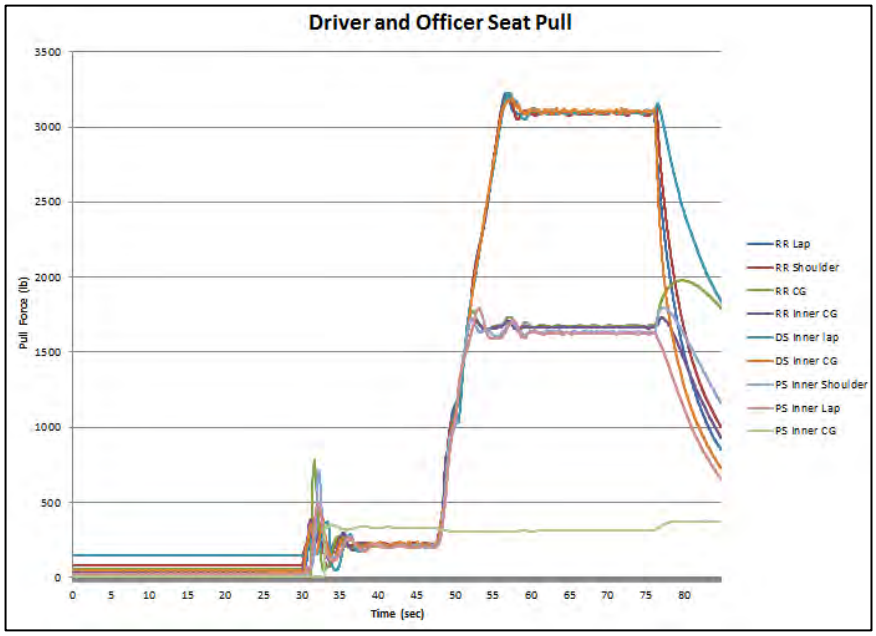
This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering



PIERCE MANUFACTURING INC.®

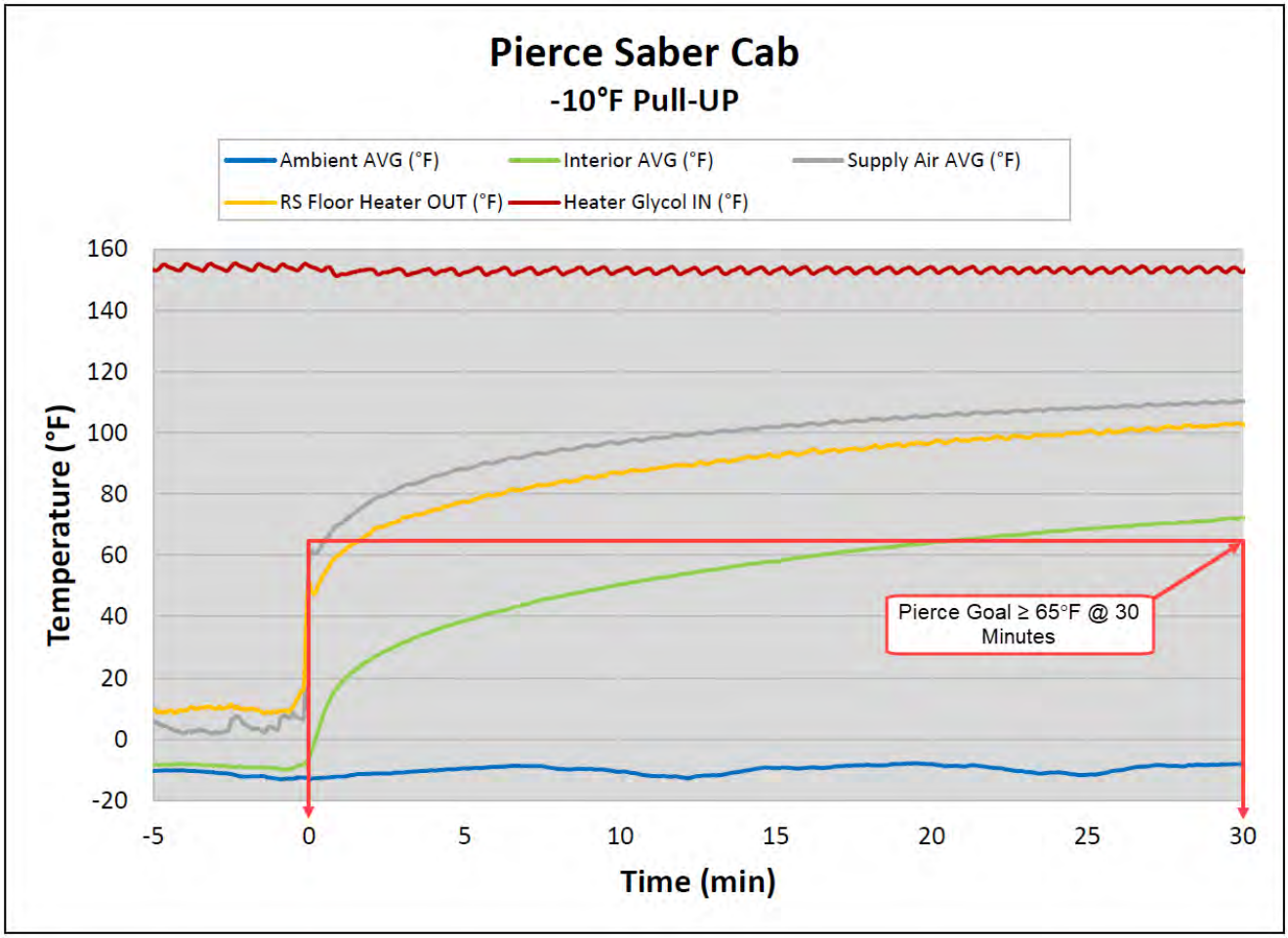
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0165
Saber® FR – Enforcer™
Cab Heater

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3º F from -10º F to 72.3º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0167
Saber® FR - Enforcer™
Air Conditioning & Defrost

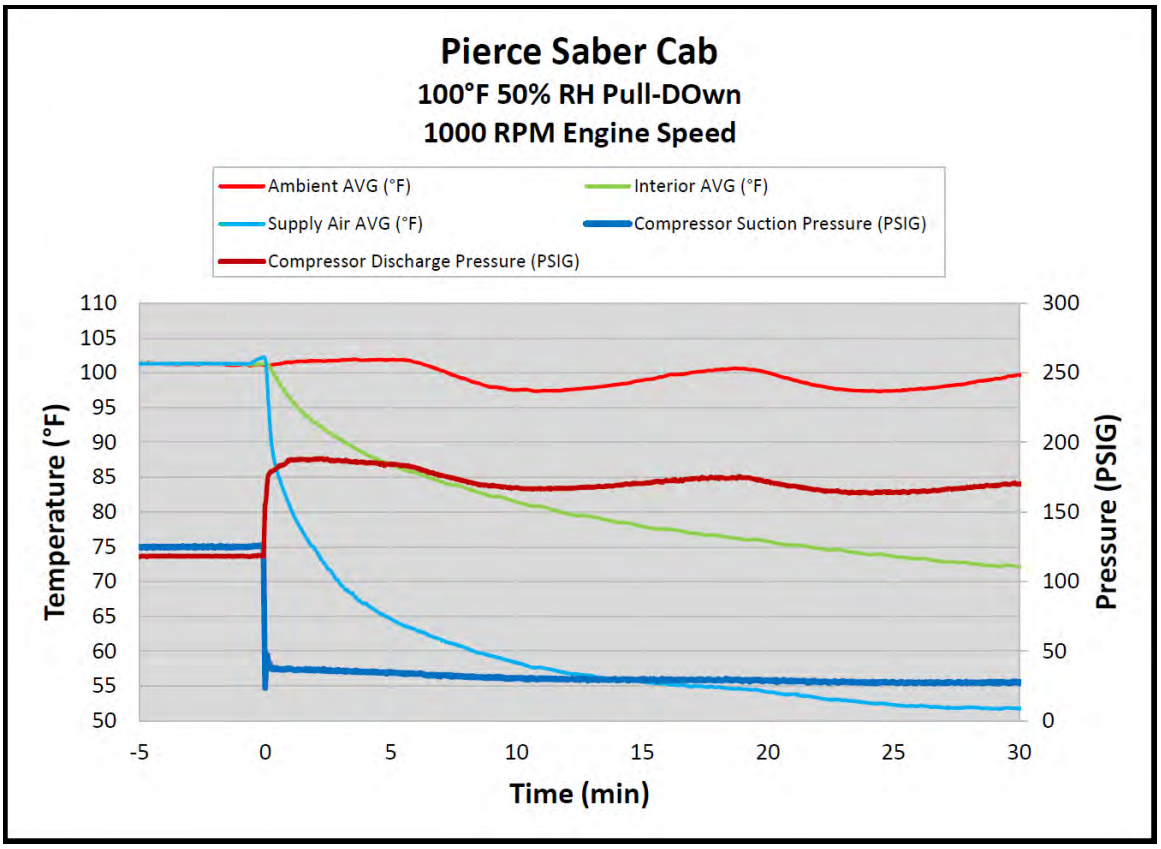
Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:
Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

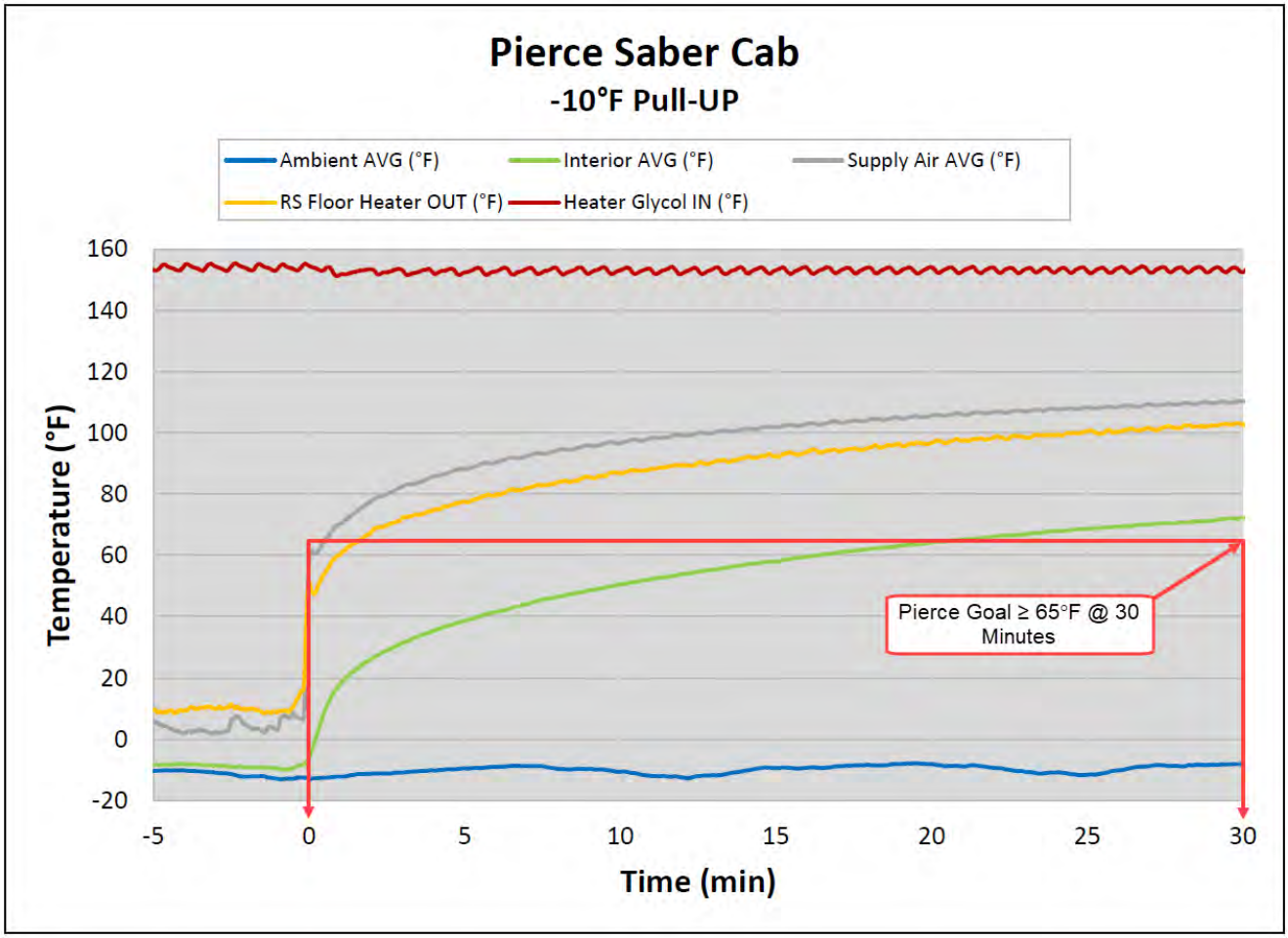
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0174
Saber® FR – Enforcer™
Cab Heater

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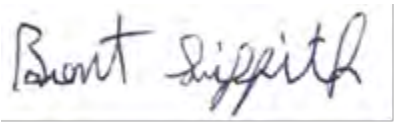
VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0175
Saber® FR - Enforcer™
Air Conditioning & Defrost

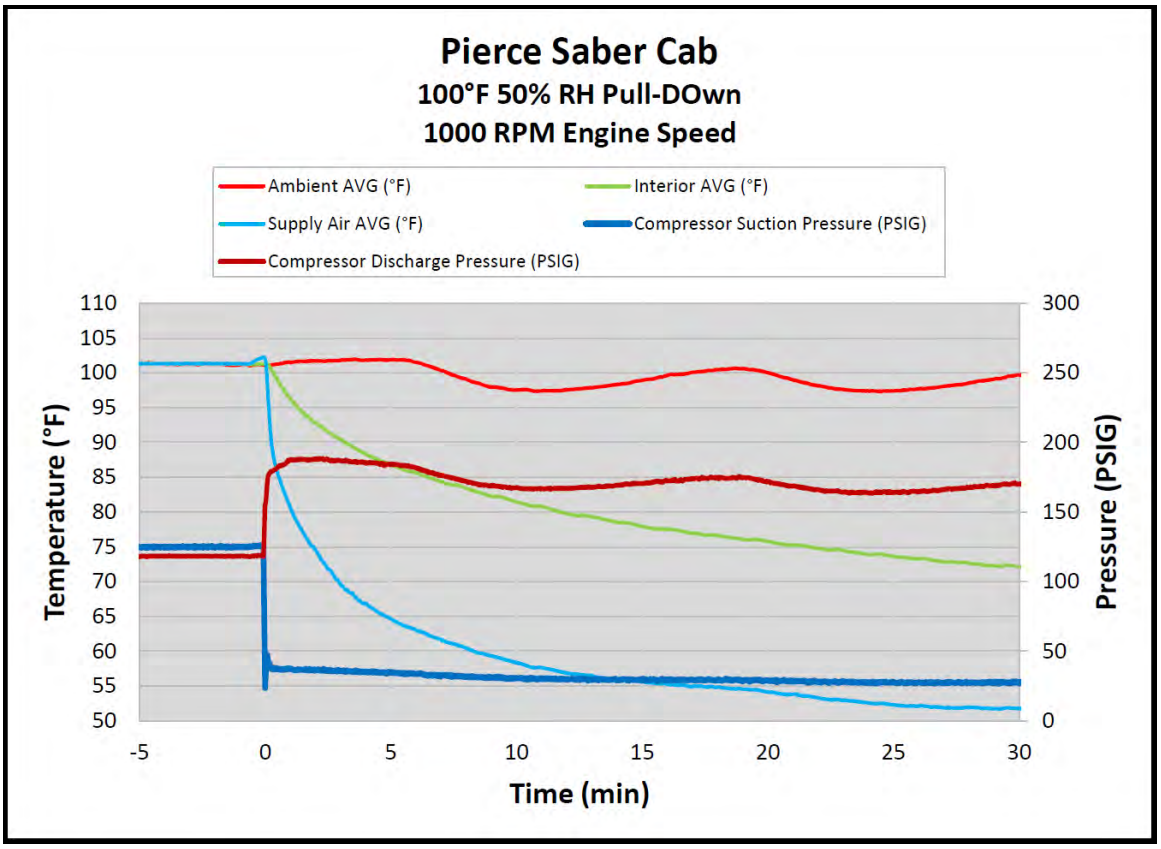
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The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

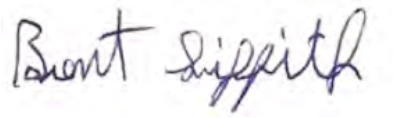
VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

Legal Department

DATE: 7/13/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Video Gaming Licensing Moratorium

SUMMARY RECOMMENDATION: It is recommended that the City Council extend the current moratorium until December 31, 2023, or until the moratorium extension ordinance is repealed, whichever comes first.

BACKGROUND: At its last meeting, the City Council determined that they wanted additional time to evaluate and study potential amendments to the city's Alcoholic Beverage Code dealing with the regulation of video gaming in liquor establishments. I believe an extension of the moratorium through the end of 2023 will provide sufficient time for the council to complete its work and adopt whatever amendments and revisions they decide are in the best interests of the city.

ATTACHMENTS:

Description	Type
Ordinance Amending Chapter 54.1 Video Gaming License	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 54.1 –
- VIDEO GAMING LICENSE –

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

WHEREAS, the City of Decatur is a home rule unit of local government pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City of Decatur has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and,

WHEREAS, the City of Decatur has the authority to regulate certain businesses including video gaming under its police power; and,

WHEREAS, the Council of the City of Decatur has expressed concern regarding the proliferation of video gaming terminals throughout the City and its effects on its citizens; and,

WHEREAS, certain businesses are applying for liquor licenses solely to obtain the eligibility for video gaming terminals even though there is a limitation on the number of video gaming parlors; and,

WHEREAS, to deter certain classes of liquor licenses from being abused for the sole intention of operating a video gaming establishment, amendments to liquor license classifications will be required; and,

WHEREAS, staff is presently preparing amendments to present to Council to accomplish this goal; and,

WHEREAS, on January 17, 2023, Council adopted a six (6) month moratorium on the issuance of video gaming licenses for new applicants not received at the City as of January 1, 2023 for the location requested which expires on July 17, 2023; and,

WHEREAS, until those amendments are presented to Council and adopted, staff recommends an additional temporary moratorium on the issuance of video gaming licenses for new applicants not received at the City as of January 1, 2023 for the location requested.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS, as follows:

SECTION 1. That the above recitals are hereby declared to be true and correct findings of the City Council of the City of Decatur and are incorporated herein.

SECTION 2. That a moratorium on the issuance of new video gaming licenses under Chapter 54.1 of the City Code is hereby placed on new applicants not received at the City as of January 1, 2023 for the location requested.

SECTION 3. That this moratorium shall be effective until the earlier of the following: (i) December 31, 2023; or (ii) the date that City Council repeals this Ordinance.

SECTION 4. That this Ordinance shall be effective immediately upon passage and shall take precedence and be interpreted as superseding any other ordinance or statute in conflict with the provisions of this Ordinance.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2023.

_____
CITY CLERK

Legal Department

DATE: 7/13/2023

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal

SUMMARY RECOMMENDATION: Although the final responsibility for servicing water and sewer accounts rests with the property owner, the city allows tenants to commence and pay for water and sewer service where such an arrangement is acceptable to the owner. No such arrangement is in place for garbage and recycling. The proposed ordinance retains the requirement that residences have and pay for a garbage and recycling service, but it allows for tenants to order, make arrangements for, and pay for garbage and recycling directly with assigned haulers, and for the city to hold both the owner and tenant responsible.

ATTACHMENTS:

Description	Type
Memorandum Amending Chapter 56 Refuse and Recyclables Removal	Cover Memo
Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2023-

July 17, 2023

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Ordinance Amending Chapter 56 Refuse and Recyclables Removal

RECOMMENDATION: A request has been made to allow occupants of property to be able to obtain garbage service. The amendments proposed would allow that.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Wendy Morthland, Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 56-
REFUSE AND RECYCLABLES REMOVAL

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

SECTION 1. That Chapter 56 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending language in Sections 18 and 19 so that Sections 18 and 19 as so modified and amended, shall provide as follows:

18. PAYMENT REQUIRED. All owners or occupant of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner or occupant to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner or occupant is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner or occupant and licensee….

19. SERVICE REQUIRED. Each licensee shall provide service to all residential producers in each residential area served under such license unless said producers are delinquent in the payment of any fees for such service, as authorized hereby, or are otherwise in material breach of the provisions of this Chapter or any other applicable law or ordinance or are in material breach of any lawful agreement between said owner or occupant and licensee.

SECTION 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK
PUBLISHED this _____ day of _____, 2023.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

- CHAPTER 56-
REFUSE AND RECYCLABLES REMOVAL

18. **PAYMENT REQUIRED**. All owners or occupant of residential premises in the City shall subscribe to, and be a customer of, the licensee for refuse and recyclables removal for the residential area containing said premises, as described herein, and it shall be unlawful, and a violation of this section, for any such owner or occupant to fail at any time to be fully and lawfully entitled to receive refuse and recyclables removal service from such licensee. It shall be a defense to any prosecution for a violation hereof that the licensee from whom the property owner or occupant is required to receive service has failed to provide such service in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner or occupant and licensee.

The rates for refuse and recyclables removal for residential premises is as follows:

Type of Residence	2018 rate per month as of July 1, 2018	2019 rate per month as of July 1, 2019	2020 rate per month as of July 1, 2020	2021 rate per month as of July 1, 2021
Basic Residential Service - Single Family	$17.50 per month	$18.00 per month	$18.50 per month	$19.00 per month
Expanded Basic Residential Service - Single Family	$20.50 per month	$21.00 per month	$21.50 per month	$22.00 per month
Basic Residential Service - Duplex	$25.25 per month	$25.75 per month	$26.25 per month	$26.75 per month
Expanded Basic Residential Service – Duplex	$29.85 per month	$30.35 per month	$30.85 per month	$31.35 per month

Basic Residential Service – Triplex	$31.15 per month	$31.65 per month	$32.15 per month	$32.65 per month
Expanded Basic Residential Service – Triplex	$36.95 per month	$37.45 per month	$38.95 per month	$39.45 per month
Basic Residential Service – Fourplex	$47.40 per month	$47.90 per month	$48.40 per month	$48.90 per month
Basic Residential Service – Fiveplex	$56.30 per month	$56.80 per month	$57.30 per month	$57.80 per month
Basic Residential Service - Sixplex	$65.30 per month	$65.80 per month	$66.30 per month	$66.80 per month
Minimum Removal Residential Service	$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.	$2.42 per bag with initial purchase of twelve (12) bags and a minimum of twelve (12) bags each calendar year. Does not include yard waste collection. Refuse bags must be placed in approved containers.
Premium Yard Waste Option	$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.	$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.	$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.	$1.00 extra per month for year-round unlimited residential yard waste collection. If between January 1 – March 31, must request yard waste pickup 24 hours in advance.
Single Stream	$2.15 per unit (on	$2.15 per unit (on	$2.15 per unit (on	$2.15 per unit (on

Recycling	City water bill)	City water bill)	City water bill)	City water bill)

(Amended, Ordinance No. 2010-89, December 20, 2010)
(Amended, Ordinance No. 2018-26, June 18, 2018)

19. **SERVICE REQUIRED**. Each licensee shall provide service to all residential producers in each residential area served under such license unless said producers are delinquent in the payment of any fees for such service, as authorized hereby, or are otherwise in material breach of the provisions of this Chapter or any other applicable law or ordinance or are in material breach of any lawful agreement between said owner or occupant and licensee.

Municipal Services

DATE: 6/28/2023

MEMO: 2023-64

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Maintenance Supervisor

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of one (1) Ford F-450 Chassis.

SUMMARY RECOMMENDATION:
Staff recommends that the City Council approve the Resolution authorizing a purchase order in the amount of $74,910.00 to Morrow Brothers Ford, Inc. for the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) 2022 Ford F-450 Chassis.

BACKGROUND:
The Lake Management Section of the Public Works Department has requested one (1) new vehicle to replace one (1) existing F-450 minidump truck. The vehicle being replaced is:

1) #151, 2000 Ford F-450 Minidump truck with 3821 Hours.

The chassis will be up fitted with a dump bed under a separate contract that will be approved through the normal City purchasing process for purchases under $20,000.

City staff is recommending that we go with a 2022 model vehicle rather than a 2023 model due to the immediate availability of the new 2022 chassis and the unknown build date and availability of the 2023 model. The replacement vehicle is estimated to be delivered within 90 - 120 days.

DISPOSAL OF REPLACED UNITS: The vehicle is being replaced due to its advanced hours of use and its condition. The old unit will be auctioned or scrapped.

OTHER BIDDERS: The Ford F-450 chassis is from the State of Illinois Joint Purchasing bid

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote the bid specifications based on Lake Management requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:
Funding for this expenditure is included in the FY2023 budget.

LEGAL REVIEW: There are no contracts for Legal to review.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid for the Purchase of One (1) F-450 Chassis	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING HOLDER BID PRICE OF MORROW BROTHERS FORD, INC FOR THE PURCHASE OF ONE (1) FORD F-450 CHASSIS.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) F-450 Chassis, presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of $74,910.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of $74,910.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Prepared for: Mr. Chris Bergschneider
Fleet Maintenance Supervisor, City of Decatur
Prepared by: Richie Wellenkamp
06/12/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2022 F-450 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W4H)

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$74,910.00
Total	$74,910.00

Customer Signature

Acceptance Date

EXHIBIT A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Public Works

DATE: 7/7/2023

MEMO: 2023-67

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction Inc., for 2023 Trenchless Long Lining Repairs Project, City Project 2023-28

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution approving a contract in the amount of $886,719.00 for the 2023 Trenchless Long Lining Repairs Project, City Project 2023-28, with Hoerr Construction Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The contract documents (excluding project specific drawings, conditions, and provisions) are attached.

BACKGROUND:
Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Reducing Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 2023 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondarily, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2023 Trenchless Long Lining Project

The purpose of this project is to repair structural deficiencies that have been identified within the sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were identified from the annual televised inspections conducted in the City's sanitary sewer system.

The trenchless long lining process involves the insertion of a resin saturated felt tube from manhole to manhole that hardens to provide a smooth repair. The felt tube is inflated using water or air through the sewer. Water or air pressure is increased in the tube which presses it tightly against the walls of the sewer pipe. The water or air is then heated to activate the resin system within the tube, causing the pipe lining to cure and harden to form a new structural pipe within the old, damaged sewer pipe. When curing is complete, private lateral lines are re-opened using a remote-controlled cutting tool. Long lining is the most cost-effective approach to repair pipes that have many structural deficiencies or significant damage.

The 2023 Trenchless Long Lining Repairs Project will line approximately 15,405 lineal feet of sanitary sewers ranging from 8-in to 24-in. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised June 14, 2023, and bids were opened on July 6, 2023. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (-Under)
Hoerr Construction, Inc.	**$ 886,719.00**	**11% (over)**
S & K Construction, LLC	$903,995.00	13% (over)
Insituform	$913,615.81	14% (over)
National Power Rodding Corp.	$1,457,640.25	82% (over)
Engineer's Estimate	**$798,850**	-------

Hoerr Construction, Inc. provided the lowest, qualified bid at 11% above the Engineers Estimate. Their bid proposal has been reviewed by staff and has been found to be responsible and responsive. Considering the other bids received, this was a competitive environment, and it is unlikely that better results will be achieved by rebidding the project. Staff recommends that the City Council approve a contract with Hoerr Construction, Inc. to perform the 2023 Trenchless Long Lining Repairs project.

Minority Participation
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Hoerr's bid proposal meets the goal for minority business enterprise (MBE) participation in that 25% of the contract will be performed by a minority subcontractor, T & J Distribution, LLC, who will supply the cured in place liner materials.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department prior to advertising for bids.

PRIOR COUNCIL ACTION:
The City Council approved the FY 2023 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

POTENTIAL OBJECTIONS: There are no known objections to this resolution and bid award.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, will be at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Sanitary Sewer Fund at $800,000. The recommended contract amount, based on the lowest responsible bid, is $886,719.00. Alternate bids which total $122,270.00, are not recommended to be awarded due to budget constraints.

Rebidding the project is not recommended. There were a reasonable number of bidders (four), and the lowest three bids were tightly grouped, which is an indication of competitive bidding. It is unlikely that better results would be achieved by rebidding the project. There is sufficient fund balance in the Sanitary Sewer Fund to accommodate the additional funds needed.

The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees.

Inspection and construction management will be performed in-house.

Staff Impact: Staff time has been allocated to provide oversight for this project.

SCHEDULE: The project will begin when a Notice to Proceed has been issued following Council approval and is to be completed by December 1, 2023.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Hoerr Construction, Inc. for 2023 Trenchless Long Lining Repairs Project, City Project 2023-28	Resolution Letter
Bid Tab	Backup Material
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH HOERR CONSTRUCTION INC., FOR THE 2023 TRENCHLESS LONG LINING REPAIRS, CITY PROJECT 2023-28

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the tabulation of bids received for City Project 2023-28, 2023 Trenchless Long Lining Repairs, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Hoerr Construction Inc., in the amount of $886,719.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Hoerr Construction Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $886,719.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

CITY OF DECATUR
2023 TRENCHLESS LONG LINING REPAIRS

Julie Moore Wolfe, Mayor

Ed Culp	David Horn
Chuck Kuhle	Dennis R. Cooper
Lisa Gregory	Patrick McDaniel

Scot Wrighton ..... City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff ..... City Clerk
Ruby James ..... City Treasurer
Matthew Newell ..... Public Works Director

CITY OF DECATUR

2023 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2023-28

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TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 A.M., Thursday, July 6, 2023,*** and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2023 TRENCHLESS LONG LINING REPAIRS

CITY PROJECT 2023-28

The proposed project herein specified and described includes the following work:

The proposed improvement consists of performing approximately 15,405 feet of cured in place pipe long linings to repair damaged and failed sections of 8", 10", 12", 15", 18", 21", and 24" sanitary sewers at various locations throughout the City. The work also includes sewer cleaning, video inspection, lateral reinstatement, mobilization and traffic control.

INSTRUCTIONS TO BIDDERS:

1. **A PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **June 21, 2023, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 217-451-0100. When prompted please enter the passcode 665140.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com
Plans & Portals
Public Projects
DFS Public Plan Room

City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ after the award of a contract.

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The Contractor and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract.

   (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation forms are included in the Project Manual and should be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

June 14, 2023
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2023 Trenchless Long Lining Repairs**

City Project No.: **2023-28**

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the City Public Works (Engineering) office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ . It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at www.Decaturblue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation, will be provided through **reporting forms submitted monthly to the City of Decatur.**

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

i. Soliciting through all reasonable and available means the interest of MBE and minority workers;

ii. Outreach and recruitment efforts of and to MBEs and minority workers;

iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;

iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;

v. Negotiating in good faith with MBEs and firms that employ minority workers;

vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;

vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;

viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed $5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

RETURN WITH BID

DATE_____, 2023

(If an Individual) (SEAL)
Signature of Bidder

Tax ID #:

Business Address &
Email Address

(If a Co-Partnership)
Firm Name (SEAL)

By:

Business Address &
Email Address

Names of All
Members of Firm

(If a Corporation)
Corporate Name (SEAL)

By:

Vice-President

Business Address &
Email Address

Names of Officers

President

Secretary

Treasurer

Attest:

Secretary

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2023 TRENCHLESS LONG LINING REPAIRS
CITY PROJECT 2023-28

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	SANITARY SEWER LINER, 8 INCH	FOOT	5,450	_____	_____
2	SANITARY SEWER LINER, 10 INCH	FOOT	4,935	_____	_____
3	SANITARY SEWER LINER, 12 INCH	FOOT	2,940	_____	_____
4	SANITARY SEWER LINER, 15 INCH	FOOT	1030	_____	_____
5	SANITARY SEWER LINER, 18 INCH	FOOT	585	_____	_____
6	SANITARY SEWER LINER, 21 INCH	FOOT	280	_____	_____
7	SANITARY SEWER LINER, 24 INCH	FOOT	185	_____	_____
8	PROTRUDING LATERAL CUT-OUT	EACH	32	_____	_____
9	LATERAL REINSTATEMENT	EACH	387	_____	_____
10	FINAL PROJECT REPORT	L SUM	1	_____	_____
11	CURED-IN-PLACE LINER TESTING	EACH	46	_____	_____
12	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	$40,000.00	$40,000.00
13	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	15,405	_____	_____
				TOTAL BASE BID	_____

TOTAL BASE BID IN WORDS _____

RETURN WITH BID

ALTERNATE "A"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	SANITARY SEWER LINER, 8 INCH	FOOT	630	_____	_____
A.2	LATERAL REINSTATEMENT	EACH	16	_____	_____
A.3	CURED-IN-PLACE LINER TESTING	EACH	1	_____	_____
A.4	INITIAL SEWER CLEANING & VIDEO INSPECTION > 24"	FOOT	360	_____	_____
				TOTAL ALTERNATE "A"	_____

TOTAL ALTERNATE "A" IN WORDS _____

ALTERNATE "B"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
B.1	SANITARY SEWER LINER, 8 INCH	FOOT	430	_____	_____
B.2	LATERAL REINSTATEMENT	EACH	31	_____	_____
B.3	CURED-IN-PLACE LINER TESTING	EACH	1	_____	_____
B.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	430	_____	_____
				TOTAL ALTERNATE "B"	_____

TOTAL ALTERNATE "B" IN WORDS _____

ALTERNATE "C"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
C.1	SANITARY SEWER LINER, 10 INCH	FOOT	500	_____	_____
C.2	LATERAL REINSTATEMENT	EACH	1	_____	_____
C.3	PROTRUDING LATERAL CUT-OUT	EACH	1	_____	_____
C.4	CURED-IN-PLACE LINER TESTING	EACH	1	_____	_____
C.5	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	500	_____	_____
				TOTAL ALTERNATE "C"	_____

TOTAL ALTERNATE "C" IN WORDS

RETURN WITH BID

ALTERNATE "D"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
D.1	SANITARY SEWER LINER, 12 INCH	FOOT	670	_____	_____
D.2	LATERAL REINSTATEMENT	EACH	14	_____	_____
D.3	CURED-IN-PLACE LINER TESTING	EACH	1	_____	_____
D.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	670	_____	_____

TOTAL ALTERNATE "D" _____

TOTAL ALTERNATE "D" IN WORDS _____

ALTERNATE "E"

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
E.1	SANITARY SEWER LINER, 15 INCH	FOOT	290	_____	_____
E.2	LATERAL REINSTATEMENT	EACH	7	_____	_____
E.3	CURED-IN-PLACE LINER TESTING	EACH	1	_____	_____
E.4	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-24"	FOOT	290	_____	_____

TOTAL ALTERNATE "E" _____

TOTAL ALTERNATE "E" IN WORDS _____

TOTAL BASE BID + ALTERNATES "A-E" _____

TOTAL BASE BID +ALTERNATES "A-E" IN WORDS _____

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Signature of Prime Contractor _____ Date _____

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

_____ _____
Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

_____ _____
Public Works Director Date

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:			To Name:		
Address:			Address:		
Phone:			Phone:		
Status:	☐ MBE	☐ Non-MBE	Status:	☐ MBE	☐ Non-MBE
			Contract Amount:		
Will the scope of work change?	☐ Yes	☐ No			

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

_____ _____
Signature of Prime Contractor Date

_____ _____
Signature of Prime Contractor Date

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% **has been** reached
☐	MBE Goal of 10% **has not been** reached but Contractor **has** met the goal estimated on the **MBE Utilization Statement** submitted at Bid
☐	MBE Goal of 10% **has not been** reached and Contractor **has not** met the goal estimated on the **MBE Utilization Statement** submitted at Bid (attach explanation)
☐	MBE Goal of 20% **has been** reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of $50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF _____)
) ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that they are _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2023.

(SEAL)

_____
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

i. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

ii. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

iii. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

iv. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

v. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
b. The number of hours worked each day; and,

c. The starting and ending time of work each day.

vi. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

vii. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date:_____ Date: _____

_____ _____

City of Decatur, Illinois Contractor

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and _____, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2023 TRENCHLESS LONG LINING REPAIRS", CITY PROJECT 2023-28,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 1, 2023.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Performance Bond	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Addenda	

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.
In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

CONTRACTOR

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

City of Decatur, Illinois

Contract Bond

Project 2023 Trenchless Long Lining Repairs Project

Project Number 2023-28

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

_____ (Company Name)

By: _____ (Signature & Title)

Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

SURETY

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____ Notary Public **(SEAL)**

CITY OF DECATUR

Approved this _____ day of _____, A.D. _____

Attest:

_____ Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

_____

_____ Julie Moore Wolfe, Mayor

Project Name: 2023 Trenchless Long Lining Repairs

Project Number: 2023-28

Bid Date: July 6, 2023

Time: 10:00 a.m.

Fund: Sewer Fund & Storm Sewer Fund
Organization Code: 79487906,78487806
Object Code: 489030,489040

				Engineer's Estimate		Hoerr Construction Inc. P.O. Box 65 Goodfield, IL 61742 Contact: Max P. Hoerr II Ph: 309 691 6653		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 President: Jerome P. Shaw Jr 636 385 1000		Insituform Technologies USA 580 Goddard Avenue Chesterfield, MO 63005 President: Burt M. Keating Ph: 636 530 8000		National Power Rodding 2500 West Arthington Street Chicago, IL 60612 Contact: Todd O. Shobayo Ph: 312 666 7700	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	5,450	FOOT	$30.00	$163,500.00	$41.50	$226,175.00	$31.00	$168,950.00	$35.45	$1,063.50	$65.85	$358,882.50
2	SANITARY SEWER LINER, 10 INCH	4,935	FOOT	$32.00	$157,920.00	$36.00	$177,660.00	$39.00	$192,465.00	$32.13	$1,028.16	$65.85	$324,969.75
3	SANITARY SEWER LINER, 12 INCH	2,940	FOOT	$36.00	$105,840.00	$44.00	$129,360.00	$50.00	$147,000.00	$42.69	$1,536.84	$65.85	$193,599.00
4	SANITARY SEWER LINER, 15 INCH	1,030	FOOT	$61.00	$62,830.00	$72.50	$74,675.00	$98.00	$100,940.00	$67.00	$4,087.00	$78.60	$80,958.00
5	SANITARY SEWER LINER, 18 INCH	585	FOOT	$75.00	$43,875.00	$84.00	$49,140.00	$96.00	$56,160.00	$102.57	$7,692.75	$78.60	$45,981.00
6	SANITARY SEWER LINER, 21 INCH	280	FOOT	$90.00	$25,200.00	$128.00	$35,840.00	$119.00	$33,320.00	$138.46	$12,461.40	$365.00	$102,200.00
7	SANITARY SEWER LINER, 24 INCH	185	FOOT	$150.00	$27,750.00	$190.00	$35,150.00	$168.00	$31,080.00	$197.09	$29,563.50	$475.00	$87,875.00
8	SANITARY SEWER LINER, 27 INCH	0	FOOT	$165.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9	STORM SEWER LINER, 12 INCH	0	FOOT	$115.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10	STORM SEWER LINER, 18 INCH	0	FOOT	$140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11	STORM SEWER LINER, 36 INCH	0	FOOT	$200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12	PROTRUDING LATERAL CUT-OUT	32	EACH	$300.00	$9,600.00	$350.00	$11,200.00	$250.00	$8,000.00	$439.77	$14,072.64	$500.00	$16,000.00
13	LATERAL REINSTATEMENT	387	EACH	$100.00	$38,700.00	$100.00	$38,700.00	$50.00	$19,350.00	$89.71	$34,717.77	$250.00	$96,750.00
14	FINAL PROJECT REPORT	1	L SUM	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$500.00	$500.00	$2,500.00	$2,500.00	$15,000.00	$15,000.00
15	CURED-IN-PLACE LINER TESTING	46	EACH	$300.00	$13,800.00	$180.00	$8,280.00	$300.00	$13,800.00	$325.00	$14,950.00	$400.00	$18,400.00
16	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
17	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	15,405	FOOT	$7.00	$107,835.00	$3.80	$58,539.00	$6.00	$92,430.00	$8.17	$125,858.85	$5.00	$77,025.00
18	INITIAL SEWER CLEANING AND VIDEO INSPECTION >24	0	FOOT	$18.00	$0.00	$0.00	$0.00	$0.00			$0.00		$0.00
						$0.00							
	TOTAL BASE BIDS (AS CORRECTED)				$798,850.00		$886,719.00		$903,995.00		$913,615.81		$1,457,640.25
	Percent Over Under ENGINEER'S ESTIMATE						11.00%		13.00%		14.00%		82.00%
	ALTERNATE "A"												
A.1	SANITARY SEWER LINER, 8 INCH	630	FOOT	$30.00	$18,900.00	$28.00	$17,640.00	$41.00	$25,830.00	$23.55	$14,836.50	$80.00	$50,400.00
A.2	LATERAL REINSTATEMENT	16	EACH	$100.00	$1,600.00	$100.00	$1,600.00	$50.00	$800.00	$104.62	$1,673.92	$500.00	$8,000.00
A.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$180.00	$180.00	$300.00	$300.00	$325.00	$325.00	$1,000.00	$1,000.00
A.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	360	FOOT	$7.00	$2,520.00	$4.00	$1,440.00	$6.00	$2,160.00	$6.63	$2,386.80	$15.00	$5,400.00
	TOTAL ALTERNATE "A" BIDS (AS CORRECTED)				$23,320.00		$20,860.00		$29,090.00		$19,222.22		$64,800.00
	ALTERNATE "B"												
B.1	SANITARY SEWER LINER, 8 INCH	430	FOOT	$30.00	$12,900.00	$32.00	$13,760.00	$41.00	$17,630.00	$28.16	$12,108.80	$85.00	$36,550.00
B.2	LATERAL REINSTATEMENT	31	EACH	$100.00	$100.00	$100.00	$3,100.00	$50.00	$1,550.00	$104.62	$3,243.22	$300.00	$9,300.00
B.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$180.00	$180.00	$300.00	$300.00	$325.00	$325.00	$1,000.00	$1,000.00
B.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	430	FOOT	$7.00	$3,010.00	$4.00	$1,720.00	$6.00	$2,580.00	$6.70	$2,881.00	$5.50	$2,365.00
	TOTAL ALTERNATE "B" BIDS (AS CORRECTED)				$16,310.00		$18,760.00		$22,060.00		$18,558.02		$49,215.00
	ALTERNATE "C"												
C.1	SANITARY SEWER LINER, 10 INCH	500	FOOT	$40.00	$20,000.00	$36.50	$18,250.00	$48.00	$24,000.00	$31.87	$15,935.00	$80.00	$40,000.00
C.2	LATERAL REINSTATEMENT	1	EACH	$100.00	$100.00	$100.00	$100.00	$50.00	$50.00	$1,600.17	$1,600.17	$500.00	$500.00
C.3	PROTRUDING LATERAL CUT-OUT	1	EACH	$352.00	$352.00	$350.00	$350.00	$250.00	$250.00	$455.29	$455.29	$500.00	$500.00
C.4	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$180.00	$180.00	$300.00	$300.00	$325.00	$325.00	$1,000.00	$1,000.00
C.5	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	500	FOOT	$7.00	$3,500.00	$4.50	$2,250.00	$6.00	$3,000.00	$6.18	$3,090.00	$5.50	$2,750.00
	TOTAL ALTERNATE "C" BIDS (AS CORRECTED)				$24,252.00		$21,130.00		$27,600.00		$21,405.46		$44,750.00
	ALTERNATE "D"												
D.1	SANITARY SEWER LINER, 12 INCH	670	FOOT	$65.00	$43,550.00	$40.00	$26,800.00	$48.00	$32,160.00	$33.62	$22,525.40	$80.00	$53,600.00
D.2	LATERAL REINSTATEMENT	14	EACH	$100.00	$100.00	$100.00	$1,400.00	$50.00	$700.00	$73.09	$1,023.26	$300.00	$4,200.00
D.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$180.00	$180.00	$300.00	$300.00	$325.00	$325.00	$1,000.00	$1,000.00
D.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	670	FOOT	$7.00	$4,690.00	$4.00	$2,680.00	$6.00	$4,020.00	$6.18	$4,140.60	$5.50	$3,685.00
	TOTAL ALTERNATE "D" BIDS (AS CORRECTED)				$48,640.00		$31,060.00		$37,180.00		$28,014.26		$62,485.00
	ALTERNATE "E"												
E.1	SANITARY SEWER LINER, 15 INCH	290	FOOT	$40.00	$11,600.00	$94.00	$27,260.00	$88.00	$25,520.00	$68.02	$19,725.80	$85.00	$24,650.00
E.2	LATERAL REINSTATEMENT	7	EACH	$100.00	$100.00	$100.00	$700.00	$50.00	$350.00	$68.27	$477.89	$500.00	$3,500.00
E.3	CURED-IN-PLACE LINER TESTING	1	EACH	$300.00	$300.00	$180.00	$180.00	$300.00	$300.00	$325.00	$325.00	$1,000.00	$1,000.00
E.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-24	290	FOOT	$7.00	$2,030.00	$8.00	$2,320.00	$6.00	$1,740.00	$11.71	$3,395.90	$10.00	$2,900.00
	TOTAL ALTERNATE "E" BIDS (AS CORRECTED)				$14,030.00		$30,460.00		$27,910.00		$23,924.59		$32,050.00
			SANITARY (BASE BID)		$798,850.00		$886,719.00		$903,995.00		$913,615.81		$1,457,640.25
			STORM (BASE BID)		$0.00		$0.00		$0.00		$0.00		$0.00
			TOTAL (BASE BID)		$798,850.00		$886,719.00		$903,995.00		$913,615.81		$1,457,640.25
			ALTERNATE "A"		$23,320.00		$20,860.00		$29,090.00		$19,222.22		$64,800.00
			ALTERNATE "B"		$16,310.00		$18,760.00		$22,060.00		$18,558.02		$49,215.00
			ALTERNATE "C"		$24,252.00		$21,130.00		$27,600.00		$21,405.46		$44,750.00
			ALTERNATE "D"		$48,640.00		$31,060.00		$37,180.00		$28,014.26		$62,485.00
			ALTERNATE "E"		$14,030.00		$30,460.00		$27,910.00		$23,924.59		$32,050.00
	TOTAL (BASE BID + ALTERNATES "A-E") (AS CORRECTED)		TOTAL (BASE + ALTS)		$925,402.00		$1,008,989.00		$1,047,835.00		$1,024,740.36		$1,710,940.25

RC Wulfer for Paul Caswell 7/11/23

Paul E. Caswell, P.E., City Engineer — Date

Appendix A, Long Lining 2023-28

Detailed Quantities

Location	Street	Segment Reference	MH (downstream)	to	MH (upstream)	Pipe Material	Diameter 8"	10"	12"	15"	18"	21"	24"	Protuding Service	Services	Downstream MH Rim El.		Downstream Inv. El.		Pipe Depth (ft)	Upstream MH Rim El.		Upstream Inv. El.		Pipe Depth (ft)
SANITARY SEWER																									
1	N. Fairview	10-40_10-30	10-30		10-40	VCP	375							2	11	690.33		682.53		7.80	695.83		683.93		11.90
2	Grand/Fairview	11-9_11-10	11-10		11-9	VCP	330							2	8	690.43		682.25		8.18	692.52		685.70		6.82
3	W. Packard	11-35_11-52	11-52		11-35	VCP			320					1	10	669.44		661.32		8.12	672.85		663.50		9.35
4	W. Marietta	11-49_11-66	11-66		11-49	VCP					240			0	2	636.77		629.67		7.10	670.24		660.14		10.10
5	W. Green	11-112_11-111	11-111		11-112	VCP	530							1	20	653.26		646.56		6.70	667.36		660.95		6.41
6	Behind Fairview Plaza	11-118_11-119	11-119		11-118	VCP					345			1	9	660.50		646.58		13.92	660.80		647.18		13.62
7	Fairview Plaza	11-119_11-96	11-96		11-119	VCP						280		0	5	654.23		645.73		8.50	660.50		646.88		13.62
8	N. Taylor Ave	12-45_12-55	12-55		12-45	VCP	405							0	6	667.50		662.70		4.80	677.49		669.76		7.73
9	Packard/Kyle Ct.	16-22_16-23	16-23		16-22	VCP	335							0	6	683.66		676.26		7.40	694.21		687.31		6.90
10	Alley of MLK/Division	17-108_17-32	17-32		17-108	VCP			415					0	14	678.13		669.13		9.00	673.51		664.51		9.00
11	E. Logan/Lowber	18-22_18-163	18-163		18-22	PVC	140							0	1	681.56		675.76		5.80	682.28		677.78		4.50
12	S. 19th	33-81_33-82	33-82		33-81	VCP		385						0	18	673.15		661.97		11.18	672.88		665.30		7.58
13	S. 19th	33-83_33-82	33-82		33-83	VCP			470					0	17	673.30		661.50		11.80	673.62		663.32		10.30
14	S. 21st	33-85_33-83	33-83		33-85	VCP			465					0	18	673.62		663.32		10.3	672.98		665.87		7.11
15	S. 21st*	34-92_33-85	33-85		34-92	VCP			475					0	21	673.21		666.10		7.11	674.97		667.37		7.60
16	S. 23rd*	34-121_34-92	34-92		34-121	VCP		530						2	9	675.17		667.84		7.33	680.02		672.32		7.70
17	E. Prairie	37-67_37-97	37-97		37-67	RCP							185	0	0	651.65		637.82		13.83	654.90		641.90		13.00
18	N. Franklin	40-19_40-20	40-20		40-19	VCP	180							0	2	669.41		660.41		9.00	675.33		668.63		6.70
19	W. Cerro Gordo	41-20_41-21	41-21		41-20	VCP		315						0	9	683.41		673.41		10.00	689.19		676.59		12.60
20	N. Home	41-61_41-60	41-61		41-60	VCP				245				1	8	661.12		652.82		8.30	663.47		654.87		8.60
21	N. Home	41-62_41-61	41-61		41-62	VCP			330					2	10	663.8		655.80		8	674.2		663.51		10.69
22	N. Haworth	41-62_41-72	41-62		41-72	VCP		365						1	16	674.20		663.51		10.69	683.05		674.25		8.80
23	W. Cerro Gordo	41-115_41-20	41-20		41-115	VCP		260						1	14	689.19		676.59		12.60	684.15		676.65		7.50
24	Alley S. College	42-94_42-95	42-95		42-94	VCP	430							1	16	672.66		664.36		8.30	680.58		668.98		11.60
25	Alley off of Crea	44-29_44-28	44-28		44-29	VCP	90							0	6	676.43		665.93		10.50	675.90		668.90		7.00
26	S. Woodlawn	45-66_45-67	45-67		45-66	VCP		650						1	5	624.51		615.41		9.10	655.28		645.08		10.20
27	S. Woodlawn**	45-67_TAP045005	TAP045005		45-67	PVC	255							0	2	618.39		611.62		6.77	624.44		616.24		8.20
28	Alley of S. McClellan	47-4_47-2	47-2		47-4	VCP		690						0	26	656.74		645.54		11.20	669.10		656.40		12.70
29	W. Macon	47-14_48-23	48-23		47-14	VCP		360						0	5	626.40		619.70		6.70	647.76		641.61		6.15
30	Alley off S. Taylor	47-29_47-27	47-27		47-29	VCP		420						3	19	644.20		633.80		10.40	648.60		642.98		5.62
31	Alley of S. McClellan	47-31_47-29	47-29		47-31	VCP	275							2	8	648.60		642.98		5.62	656.30		651.00		5.30
32	Alley of S. McClellan*	47-31_47-34	47-34		47-31	VCP		665						1	26	650.68		643.58		7.10	655.75		650.25		5.50
33	Alley S. Taylor	47-54_47-53	47-53		47-54	VCP	560							5	14	653.20		646.80		6.40	662.38		651.78		10.60
34	W. Macon/Dennis	48-23_48-22	48-22		48-23	VCP		295						0	6	615.88		609.18		6.70	626.42		619.72		6.70
35	W. Sunset Ave	48-96_48-97	48-97		48-96	VCP	365							4	6	604.36		598.36		6.00	603.66		599.26		4.40
36	W. Sunset Ave	48-97_48-99	48-99		48-97	VCP	365							1	5	603.60		597.30		6.30	604.30		598.25		6.05
37	Shoreline Pl.	86-44_86-49	86-49		86-44	VCP	150							0	3	622.59		618.00		4.59	643.80		639.54		4.26
38	Point Bluff Dr.	86-52_86-53	86-53		86-52	VCP	160							0	1	660.30		651.00		9.30	673.70		664.90		8.80
39	Point Bluff Dr.	86-54_86-56	86-56		86-54	VCP	225							0	2	651.50		647.00		4.50	649.90		646.00		3.90
40	Point Bluff Dr.	86-56_86-39	86-39		86-56	VCP	280							1	1	632.00		625.50		6.50	651.50		647.00		4.50
41	Civic Center Parking LOT	37-41_37-44	37-44		37-41	VCP				170.0				0	4	665.39		655.19		10.20	671.99		660.79		11.20
42	Civic Center Parking LOT	37-44_37-43	37-44		37-43	VCP			235					0	0	665.39		655.19		10.20	669.14		656.74		12.40
43	Civic Center Parking LOT	37-44_TAP037002	TAP037002***		37-44	VCP				300.0				1	8	660.03		649.61		10.42	665.39		655.19		10.20
44	Civic Center Parking LOT**	TAP037002_TAP037003	TAP037003		TAP037002***	VCP				315				0	0	657.12		642.12		15.00	660.49		650.07		10.42
45	Civic Center Parking LOT	TAP037002_37-142	TAP037002***		37-142	VCP			145					0	1	660.03		649.61		10.42	658.88		653.78		5.10
46	Civic Center Parking LOT	37-142_37-139	37-142		37-139	VCP			85					0	0	658.88		653.78		5.10	665.45		658.03		7.42
							5450	**4935**	**2940**	**1030**	**585**	**280**	**185**	**32**	**387**										
ALTERNATIVES																									
A	University	16-66_11-108	11-108		16-66	VCP	630							0	16	674.42		665.36		9.06	694.19		685.19		9.00
B	Alley of N. University	CAP046006_46-21	46-21		CAP046006	VCP	430							0	31	660.96		652.76		8.20	650.97		640.87		10.10
C	Alley of N. University	46-21_46-10	46-10		46-21	VCP		500						1	18	647.48		636.28		11.20	660.96		652.76		8.20
D	W. Cerro Gordo	41-21_41-22	41-22		41-21	VCP			670					0	14	683.59		673.89		9.70	654.75		644.75		10.00
E	S. Dennis Ave	48-52_48-49	48-49		48-52	VCP				290				0	7	621.59		607.80		13.79	626.09		619.99		6.10
							1060	**500**	**670**	**290**				**1**	**86**										

* Traffic Control shall be provided as per IDOT standards.

** Sewer blind taps large diamter sewer, contractor shall enter sewer to cut out liner at the connection to the large diamter sewer.

***New manhole installed at blind tap

2023-28 Long Lining Project

Overview Map All Segments



Public Works

DATE: 7/10/2023

MEMO: 2023-23

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

SUMMARY RECOMMENDATION:
It is recommended that the City Council adopt the attached resolution authorizing a Grant Agreement between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur. Through this agreement, the City will receive $250,003.24 in Federal funds.

BACKGROUND:
The application for this water quality initiative grant was submitted on October 29, 2021 and is just now being awarded to the City. It is the second IEPA grant (commonly called Section 319 Nonpoint Source Pollution Control Grant) that the City has applied for since completing the dredging project.

City staff intends to apply for these annually to help implement best management practices (BMPs) and create subwatershed resource plans in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution, the amount of soil entering the lake, and improve the lake's water quality.

The grant will fund these activiteis:

- Stabilize 2,152 feet of critical eroding Lake Decatur shoreline segments which contribute the greatest percentage of overall sediment and nutrient loading in runoff entering the lake. This will be done by placing rip rap along the shoreline for stabilization.
- Atkins private property - construct 1 pond and 4 Water Sediment Control Basins.
- Jacobs private property - construct 1 grass waterway and 1 grade stabilization structure.

- Northwater Consulting will create watershed resource plan updates for the Camp Creek and South Fork Camp Creek subwatersheds including all IEPA required plan elements. These updates will be necessary for future grant applications and help identify priority areas.
- The constructed BMPs will reduce annual nonpoint source pollutant loadings to Lake Decatur of approximately 257 tons of sediment, 147 pounds of phosphorus and 461 pounds of nitrogen.

See Attachment 1 for the BMP construction site locations, Attachment 2 for the current condition of the Lake Decatur eroding shoreline and Attachment 3 for the subwatershed plan locations.

These are cost share grants which means that the State of Illinois will provide up to 60% of the cost of the grant's projects. The remaining 40% of the cost must be provided by other parties. The grant is funded by:

	Amount	Percentage of Grant
USEPA through the State of Illinois	$250,003.24	56%
City of Decatur	$197,568.82	44%
TOTAL	$447,572.06	100%

BMP construction costs were based on 2021 estimates. Due to significant cost increases since then, it is conservatively estimated that the City may have to expend additional cost share funds from its Watershed Protection Program funds to fully fund this grant's BMP construction projects.

COUNCIL PRIORITY GOALS:
This project addresses Priority Goal #6, Key Implementation Strategy #3: Significantly reduce the quantity of sediment, silt and nitrates entering Lake Decatur.

PRIOR COUNCIL ACTION:
On February 24, 2020 the City Council authorized a Professional Engineering Services Agreement with Northwater Consulting for the Lake Decatur Watershed Management Plan which included Northwater assisting the City to apply for Illinois Environmental Protection Agency (IEPA) Lake Decatur Water Quality Initiative Grants.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and

Lake Manager, 424-2834. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item. LEGAL REVIEW: The agreement documents were submitted to the Legal Department for review on June 29, 2023.

BUDGET/TIME IMPLICATIONS:
This expenditure is included in the Water Lake Capital budget. Staff time is allocated to manage the agreement. It is anticipated that the grant objectives will be completed by February 28, 2025.

ATTACHMENTS:

Description	Type
Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur	Resolution Letter
Attachment 1 - BMP Construction Site Locations	Backup Material
Attachment 2 - Current Condition of Lake Decatur Eroding Shoreline	Backup Material
Attachment 3 - Subwatershed Plan Locations	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND THE CITY OF DECATUR

WHEREAS, The improvement of Lake Decatur water quality is essential to public health, safety and welfare; and

WHEREAS, The State of Illinois, Illinois Environmental Protection Agency has the authority to make such grants and makes funds available for improving Lake Decatur water quality; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Grant Agreement, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and State of Illinois, Illinois Environmental Protection Agency, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute said Grant Agreeement between the City of Decatur, Illinois and the State of Illinois, Illinois Environmental Protection Agency.

PRESENTED AND ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

Agreement No. 3192201 (23-0378-38520)

GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

AND

CITY OF DECATUR

The Illinois Environmental Protection Agency (Grantor) with its principal office at 1021 North Grand Avenue East, P.O. Box 19276 Springfield, IL 62794, and City of Decatur (Grantee) with its principal office at 1 Gary K Anderson Plaza, Decatur, IL 62523, and payment address (if different than principal office) at Same hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 075613000 is Grantee's correct DUNS Number, HCL3MP6L8XV5 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 376001308 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not for Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ P = partnership
  - ☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be **$250,003.24**, of which **$250,003.24** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 99520022, the federal awarding agency is United States Environmental Protection Agency, and the federal award date is 09/22/22. If applicable, the Assistance Listing Program Title is Nonpoint Source Implementation and the Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378, and the CSFA Name is Section 319(h) - Nonpoint Source Pollution Control. The State Award Identification Number is 0378-38520.

1.4 Term. This Agreement shall be effective on date of execution and shall expire on 06/14/2025 (the "Term"), unless terminated pursuant to the Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Environmental Protection Agency

By: _____
Signature of John J. Kim, Director

By: N/A
Signature of Designee

Date: _____
Printed Name: N/A
Printed Title: N/A
Designee

By: _____
Signature of Charles Gunnarson, Chief Legal Counsel

By: N/A
Signature of Designee

Date: _____
Printed Name: N/A
Printed Title: N/A
Designee

By: _____
Signature of Jacob Poeschel, Chief Fiscal Officer

By: N/A
Signature of Designee

Date: _____
Printed Name: N/A
Printed Title: N/A
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

Date: _____
Printed Name: _____
Printed Title: _____
Designee

City of Decatur

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Julie Moore Wolfe
Printed Title: Mayor
Email: JMoore-Wolfe@decaturil.gov

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5 Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill.Admin.Code 7000.30.
"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.
"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code. 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.
"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.
"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.
"Grantee Portal" has the same meaning as in 44 Ill.Admin. Code 7000.30.
"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.
"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Obligations" has the same meaning as in 44 Ill.Admin. Code 7000.30.
"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."
"Program" means the services to be provided pursuant to this Agreement.
"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.
"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.
"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.
"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV
PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO,** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or. to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8 Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** , **PART THREE, or Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditures described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2 Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the

cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 subpart E, Appendix V, and Appendix VII.

7.7 Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state-and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.10 Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery**. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging**. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State**. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott**. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees**. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act**. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place**. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law**. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act**. Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment**. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension**. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works**. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act**. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions**. Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false

(o) **Forced Labor Act**. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax**. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations**. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act**. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006**. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX
CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either state or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a-2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill.Admin.Code 7000.80.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G.** Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c) all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g. through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. *See* 30 ILCS 708/65(c.);44 Ill.Admin.Code 7000.90.

15.2 Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill.Admin.Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State Grants, but expends $300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6 Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) if the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the U.S. Constitution, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only), or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State, including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards,and Sate universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. *See* definition of "Local government," 2 CFR 200.1.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2 Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5 Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV

INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV

LAWSUITS AND INDEMNIFICATON

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI

MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rules shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number	NOSA/SAIN Number	GATA Registration Number
532-60-0378	0378-38520	671827

Project Title: Lake Decatur Water Quality Initiative Phase 2

This project will implement best management practices (BMPs) recommended in the Lake Decatur Bluffs Watershed-Based Plan in the Lake Decatur-Sangamon River watershed (HUC 0713000604) to reduce nonpoint source pollution to protect water quality. BMPs will include shoreline stabilization using breakwater stabilization techniques, streambank stabilization using stone toe protection, water and sediment control basins, a pond, a grass waterway, and a grade stabilization structure.

This project will create a watershed-based plan for the 37,975-acre Camp Creek watershed (HUCs 071300060402 and 071300060401). The Plan will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The watershed planning process will include planning meetings, and one-on-one landowner outreach.

OUTPUTS:
- 1 Illinois-EPA approvable watershed-based plan update for the Camp Creek and South Fork Camp Creek that meets the nine key elements of a watershed-based plan including:
  - Planning meetings
  - One-on-one landowner outreach
- 2,152 linear feet of Shoreline Stabilization
- 4 water and sediment control basins
- 1 grassed waterway
- 1 grade stabilization structure
- 1 pond

OUTCOMES:
- Water quality protection of Sangamon River (IL_E-95) and Lake Decatur (IL_REA).
- Reduced pollutant loadings of 257 tons of sediment per year, 147 pounds of phosphorus per year, and 461 pounds of nitrogen per year.
- Future implementation of the watershed-based plan recommendations.
- Water quality restoration of waterbodies in the Lake Decatur watershed.

EXHIBIT B
DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
• Project Coordination	June 14, 2025
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
• BMP Documentation Form (Part 1) and Design	December 12, 2023
• O&M Plan	December 12, 2023
• Sign Design	December 12, 2023
• Landowner Agreement	December 12, 2023
• Last Day to Start Implementation of BMP(s)	August 15, 2024
• Complete Implementation of BMPs	December 31, 2024
• BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	January 31, 2025
WATERSHED-BASED PLANNING STRATEGY	
• Draft WBP Strategy	August 1, 2023
• Final WBP Strategy	October 1, 2023
• Complete Implementation of WBP Strategy	March 31, 2025
SELF-ASSESSMENTS OF PLAN	
• Submit Illinois EPA's Joint Evaluation Form	November 1, 2024
PROJECT REPORT	
• Draft Project Report	December 31, 2024
• Final Project Report	February 28, 2025
OTHER DIRECTED ACTIVITIES	
• Periodic Performance and Financial Reports	Quarterly as stipulated

EXHIBIT C
PAYMENT

Grantee shall receive $250,003.24 under this agreement.

Enter specific terms of agreement here:

TOTAL PROJECT COST: $447,572.06
Grantor Share: $250,003.24 (56.0% of Total project cost)
Grantee Share: $197,568.82 (44.0% of Total Project cost)

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/ meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
EPA.FiscalServ@Illinois.gov
P.O. Box 19276; Mail Code #2
Springfield, Illinois 62794-9276

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit E of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit E (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: 1021 North Grand Avenue East, P.O. Box 19276 - MC #15, Springfield, IL 62794

Phone: 217-782-3362

TTY#: N/A

Fax#: N/A

Email Address: Rufus.ajayi@illinois.gov

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Water and Lake Manager

Address: 1 Gary K Anderson Plaza, Decatur, IL 62523

Phone: 217-424-2863

TTY#: N/A

Fax#: N/A

Email Address: jgunter@decaturil.gov

Additional Information:

None Identified.

EXHIBIT E
PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as identified in Exhibit A and developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the 2021 Lake Decatur Bluffs Watershed Plan and the Illinois' Nonpoint Source Management Program.

The Grantee shall also coordinate the development of an Illinois EPA-approvable watershed-based plan for the Camp Creek and South Fork Camp Creek watersheds (HUC 071300060402 and 071300060401) located in the Sangamon River watershed.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents, unless otherwise approved by the Grantor: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered Illinois professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by December 12, 2023. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

O&M Plans shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plans shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plans shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plans.

The O&M Plans shall be submitted by the Grantee to the Grantor for review and approval by December 12, 2023. Upon Grantor's request, an O&M Plans shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until an O&M Plan is approved by the Grantor for said BMP.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by December 12, 2023. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall erect the signs prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with project site landowners to ensure that the BMPs are maintained as designed and

that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by December 12, 2023. Upon Grantor's request, the O&M Plan(s) shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit E of this Agreement must begin by August 15, 2024. In the event that construction and implementation of the Designs has not begun by August 15, 2024, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to July 15, 2024. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by December 31, 2024. Upon completion of the BMPs, the Grantee shall complete and submit the BMP Documentation Form Part II with all supporting documentation to the Grantor by January 31, 2025. Upon Grantor's request, Part II shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Support documentation includes invoice and photographic documentation.

WATERSHED-BASED PLANNING STRATEGY

3. The Grantee shall cause the development of a succinct Watershed-Based Planning Strategy to outline the process to update appropriate portions of the 2008 Lower Part of the Upper Sangamon River Resource Plan into an IEPA approvable Watershed-Based Plan (Plan) for the Camp Creek and South Fork Camp Creek watersheds (HUC 071300060402 and 071300060401) of the Sangamon River watershed. The Plan shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised) and Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The Strategy shall identify any updates needed in the existing Resource Plan. See Attachment 2 for required components of a Watershed Resource Inventory. The Plan will be developed from the existing Resource Plan along with input from the local stakeholders and local experts. The Plan shall include a problem statement, goals, and objectives. The Plan shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The Plan shall identify the costs and funding sources associated with implementing recommendations of the Plan. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The Plan shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible entity for each site-specific recommended BMP.

The draft Watershed-Based Planning Strategy will be submitted by the Grantee to the Grantor by August 1, 2023, with the final Watershed-Based Planning Strategy submitted to the Grantor by October 1, 2023. Only minimal activities related to Watershed-Based Planning shall be started until the final Watershed-Based Planning Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Watershed-Based Planning Strategy by March 31, 2025.

SELF-ASSESSMENT OF PLAN

4. The Grantee shall perform a separate self-assessment for the final watershed-based plan developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a watershed-based plan required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed for the watershed-based plan and submitted by the Grantee to the Grantor by November 1, 2024.

PROJECT EVALUATION AND REPORT

5. The Grantee shall evaluate and prepare a report on the success of the Lake Decatur Water Quality Initiative Phase 2 Project in terms of watershed-based planning and BMP implementation for water quality improvement and water quality protection. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by December 31, 2024. Upon Grantor's request, the draft report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The final report shall be completed and submitted by the Grantee to the Grantor by February 28, 2025.

EXHIBIT F
PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Programmatic:

I. External Partnerships

Condition(s):
Grantee must report performance data for the sub-grantee/sub-recipient/sub-award in all quarterly Periodic Performance Reports.

Corrective Action(s):
Grantee must demonstrate, on a quarterly basis, adequate oversight of sub-grantee/sub-recipient/sub-award. This condition is mandatory for the entire grant agreement period.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
REPORTING

27.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31 , with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Rport shall cover the reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XIV, Item 14.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 14.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Environmental Protection Agency

Organization Name: City of Decatur, Illinois (3192201)

Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Notice of Funding Opportunity (NOFO) Number: 378-2024

Catalog of State Financial Assistance (CSFA) Number: 532-60-0378

CSFA Short Description: FY22 Section 319 Grant Program

Fiscal Year: FY22

Section A: State of Illinois Funds

REVENUES			Total Revenue
State of Illinois Grant Requested		$	250,003.24
Budget Expenditure Categories	**OMB Uniform Guidance Federal Awards Reference 2 CFR 200**		**Total Expenditures**
1. Personnel (Salary and Wages)	200.430	$	
2. Fringe Benefits	200.431	$	
3. Travel	200.474	$	
4. Equipment	200.439	$	
5. Supplies	200.94	$	
6. Contractual Services and Subawards	200.318 & 200.92	$	250,003.24
7. Consultant (Professional Service)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D)	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	$	250,003.24
17. Total Indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		$	250,003.24

Instructions found at end of document.

Organization Name: City of Decatur, Illinois

NOFO Number: 378-2024

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

☐ 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

☐ 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

☐ 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

☐ 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

☐ 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

☐ complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

☒ 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur, Illinois

NOFO Number: 378-2024

Section B: Non-State of Illinois Funds

Fiscal Year: FY22

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		$	197,568.82
c) Non-Cash		$	
d) other Funding and Contributions		$	
Total Non-State Funds (lined b through d)		$	197,568.82

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	$	
2. Fringe Benefits	200.431	$	
3. Travel	200.474	$	
4. Equipment	200.439	$	
5. Supplies	200.94	$	
6. Contractual Services and Subawards	200.318 & 200.92	$	197,568.82
7. Consultant (Professional Services)	200.459	$	
8. Construction		$	
9. Occupancy (Rent and Utilities)	200.465	$	
10. Research and Development (R&D(	200.87	$	
11. Telecommunications		$	
12. Training and Education	200.472	$	
13. Direct Administrative Costs	200.413 (c)	$	
14. Miscellaneous Costs		$	
15. A. Grant Exclusive Line Item(s)		$	
15. B. Grant Exclusive Line Item(s)		$	
16. Total Direct Costs (add lines 1-15)	200.413	$	197,568.82
17. Total indirect Costs	200.414	$	
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		$	197,568.82

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: City of Decatur, Illinois

NOFO Number: 378-2024

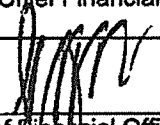
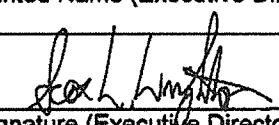
Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Fiscal Year: FY22

Catalog of State Financial Assistance (CSFA) Number: 532-60-0378

CSFA Short Description: FY22 Section 319 Grant Program

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

City of Decatur, Illinois	City of Decatur, Illinois
Institution/Organization Name:	Institution/Organization Name:
Director of Finance	City Manager
Title (Chief Financial Officer or equivalent):	Title (Executive Director or equivalent):
Gregg Zientara	Scot Wrighton
Printed Name (Chief Financial Officer or equivalent):	Printed Name (Executive Director or equivalent):
	
Signature (Chief Financial Officer or equivalent):	Signature (Executive Director or equivalent):
October 28, 2021	Oct. 28, 2021
Date of Execution (Chief Financial Officer):	Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 075613000		Sub-recipient Parent Company DUNS:	
Sub-recipient Name: City of Decatur, Illinois			
Sub-recipient DBA Name:			
Sub-recipient Street Address: 1 Gary K Anderson Plaza			
City: Decatur	State: Illinois	Zip-Code: 62523	Congressional District: 13
Sub-recipient Principal Place of Performance: City of Decatur, Illinois			
City: Decatur	State: Illinois	Zip-Code: 62523	Congressional District: 13
Contract Number (if known): 3192201 ~~Not yet determined~~	Award Amount: $250,003.24	Project Period: From: ~~12/1/2022~~ 4/15/2023	Project Period: To: ~~12/1/2024~~ 4/14/2025

State of Illinois Awarding Agency and Project Detail Description:

Illinois EPA Section Section 319 - Lake Decatur Water Quality Initiative - Phase 2. Implement practices identified in approved subwatershed plan, and update an existing subwatershed plan

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If Yes, must answer Q2 below. No ☒ If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☒ No ☐ If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

1). Personnel (Salaries and Wages) (*2 CFR 200.430*)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project . Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add / Delete
					State Total		
				%			Add / Delete
					NON-State Total		
					Total Personnel		
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							

2). Fringe Benefits *(2 CFR 200.431)*

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

	Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows	
				%		Add / Delete	
				State Total			
				%		Add / Delete	
				Non-State Total			
				Total Fringe Benefits			

Fringe Benefits Narrative (State):
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")

3). Travel *(2 CFR 200.474)*

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add / Delete
					State Total		
							Add / Delete
					NON-State Total		
					Total Travel		

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding)

4). Equipment *(2 CFR 200.439)*

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

	Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
					Add / Delete	
			State Total			
					Add / Delete	
			Non-State Total			
			Total Equipment			

Equipment Narrative (State):
Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

5). Supplies *(2 CFR 200.94)*

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

	Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows	
					Add / Delete	
	State Total					
					Add / Delete	
	Non-State Total					
	Total Supplies					

Supplies Narrative (State):
Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")

6). Contractual Services *(2 CFR 200.318)* **& Subawards** *(200.92)*

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Consulting Firm - contractor to complete all elements of a watershed plan	$69,000.00	Add Delete
Contractor to complete all BMP Construction	$181,003.24	Add Delete
State Total	$250,003.24	
Consulting Firm - contractor to complete all elements of a watershed plan	$46,000.00	Add Delete
Contractor to complete all BMP Construction	$120,668.82	Add Delete
Contractor to complete all BMP survey, design, engineering, grant management, and permitting	$30,900.00	Add Delete
Non-State Total	$197,568.82	
Total Contractual Services	$447,572.06	

Contractual Services Narrative (State):
A series of contractors will be selected to complete survey, design, engineering, permitting, and construction of implementation projects, watershed planning, and grant management.

6). Contractual Services *(2 CFR 200.318)* **& Subawards** *(200.92)*

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
Non-state matching funds will be used as match resources to supplement the contractual services as stated above.

7). Consultant Services and Expenses *(2 CFR 200.459)*

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. **Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Consultant Services (Fees)		

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add / Delete
					State Total		
							Add / Delete
					NON-State Total		
					Total Consultant Expenses		

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add / Delete
State Total			
			Add / Delete
Non-State Total			
Total Construction			

Construction Narrative (State):
Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")

9). Occupancy - Rent and Utilities *(2 CFR 200.465)*

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE**: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Occupancy - Rent and Utilities		

Occupancy - Rent and Utilities Narrative (State):
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")

10). Research & Development (R&D) *(2 CFR 200.87)*

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add / Delete
State Total			
			Add / Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Telecommunications		

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")

12). Training and Education *(2 CFR 200.472)*

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Training and Education		

Training and Education Narrative (State):
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")

13). Direct Administrative Costs *(2 CFR 200.413 (c))*

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add / Delete
					State Total		
				%			Add / Delete
					NON-State Total		
					Total Direct Administrative Costs		

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Other or Miscellaneous Costs		

Other or Miscellaneous Costs Narrative (State):
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")

15). GRANT EXCLUSIVE LINE ITEM

(Grant Exclusive Line Item Description)

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add / Delete
				State Total		
						Add / Delete
				NON-State Total		
				Total Grant Exclusive Line Item		

(Grant Exclusive Line Item Narrative (State))

(Grant Exclusive Line Item Narrative (Non-State) (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item | Delete Grant Exclusive Line Item

16). Indirect Cost *(2 CFR 200.414)*

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add / Delete
		State Total		
				Add / Delete
		Non-State Total		
		Total Indirect Costs		

Indirect Costs Narrative (State):
Indirect Costs Narrative (Non-State):

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services	$250,003.24	$197,568.82	$447,572.06
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	$250,003.24		
Non-State Amount		$197,568.82	
TOTAL PROJECT COSTS			$447,572.06

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: City of Decatur, Illinois (3192201)

Notice of Funding Opportunity (NOFO) Number: 378-2024

Data Universal Number System (DUNS) Number (enter numbers only) : 075613000

Catalog of State Financial Assistance (CSFA) Number: 532-60-0378

CSFA Short Description: FY22 Section 319 Grant Program

Fiscal Year(s): FY 23 - 25

Initial Budget Request Amount: $250,003.24 CO

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

Final Budget Amount Approved: $250,003.24 CO 1/1/2023

Sanjay Sofat
Program Approval Name

Program Approval Signature

1/3/2023
Date

Max Paller
Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

1/4/2023
Date

Budget Revision Approved:

Sanjay Sofat
Program Approval Name

Program Approval Signature

Date

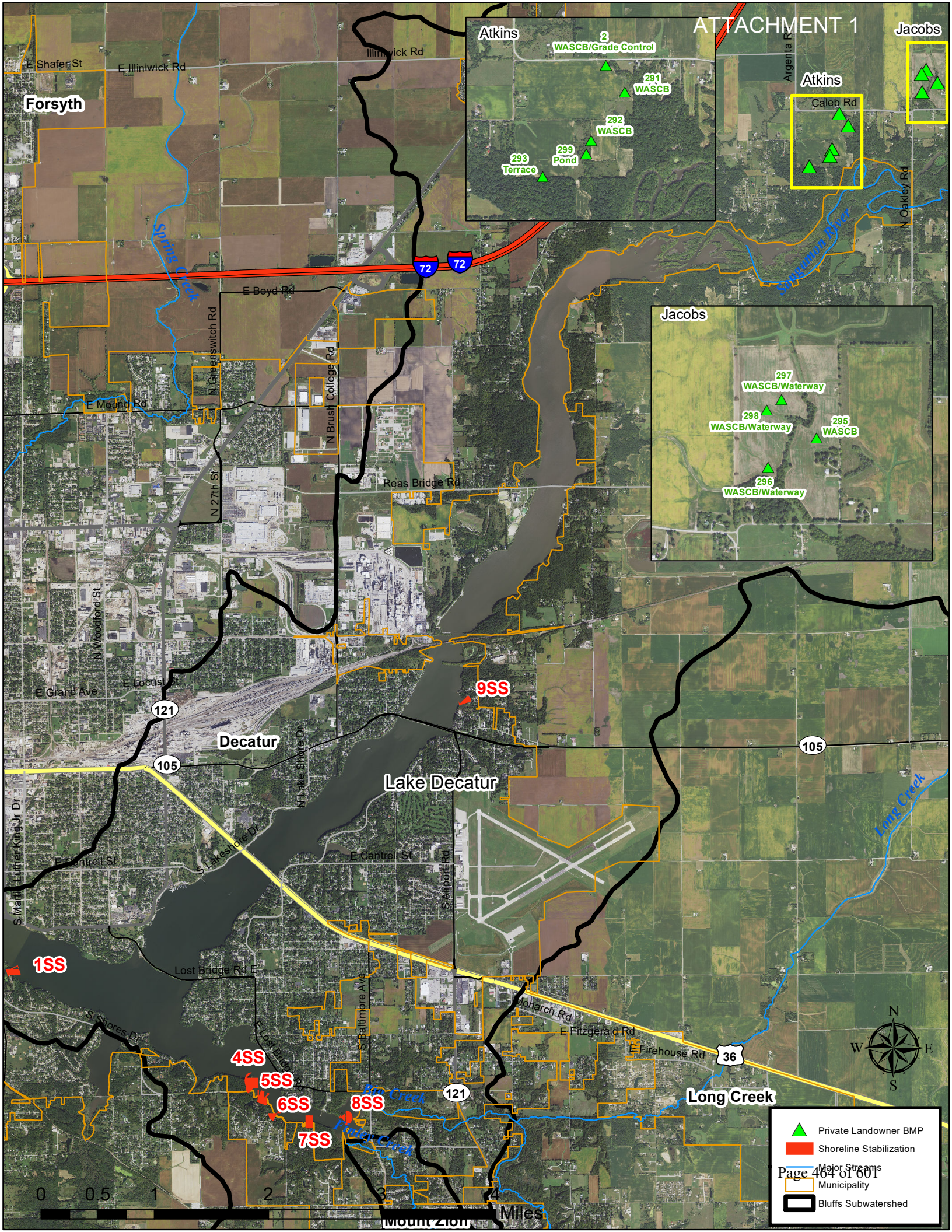
Max Paller
Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.


ATTACHMENT 1
Atkins
2
WASCB/Grade Control
291
WASCB
292
WASCB
299
Pond
293
Terrace
Jacobs
Atkins
Caleb Rd
Argenta Rd
N Oakley Rd
Jacobs
297
WASCB/Waterway
298
WASCB/Waterway
295
WASCB
296
WASCB/Waterway
Forsyth
E Shafer St
E Illiniwick Rd
Illiniwick Rd
Spring Creek
Sangamon River
72
E Boyd Rd
N Greenswitch Rd
N Brush College Rd
E Mound Rd
N 27th St
Reas Bridge Rd
N Woodford St
E Locust St
E Grand Ave
121
105
Decatur
N Lake Shore Dr
Lake Decatur
9SS
105
Long Creek
S Martin Luther King Jr Dr
E Cantrell St
S Lakeshore Dr
S Airport Rd
1SS
Lost Bridge Rd E
S Shores Dr
S Baltimore Ave
Monarch Rd
E Fitzgerald Rd
E Firehouse Rd
36
4SS
5SS
6SS
7SS
8SS
Big Creek
Fifteen Creek
121
Long Creek
Mount Zion
N
W
E
S
Private Landowner BMP
Shoreline Stabilization
Major Streams
Municipality
Bluffs Subwatershed
0
0.5
1
2
3
4
Miles

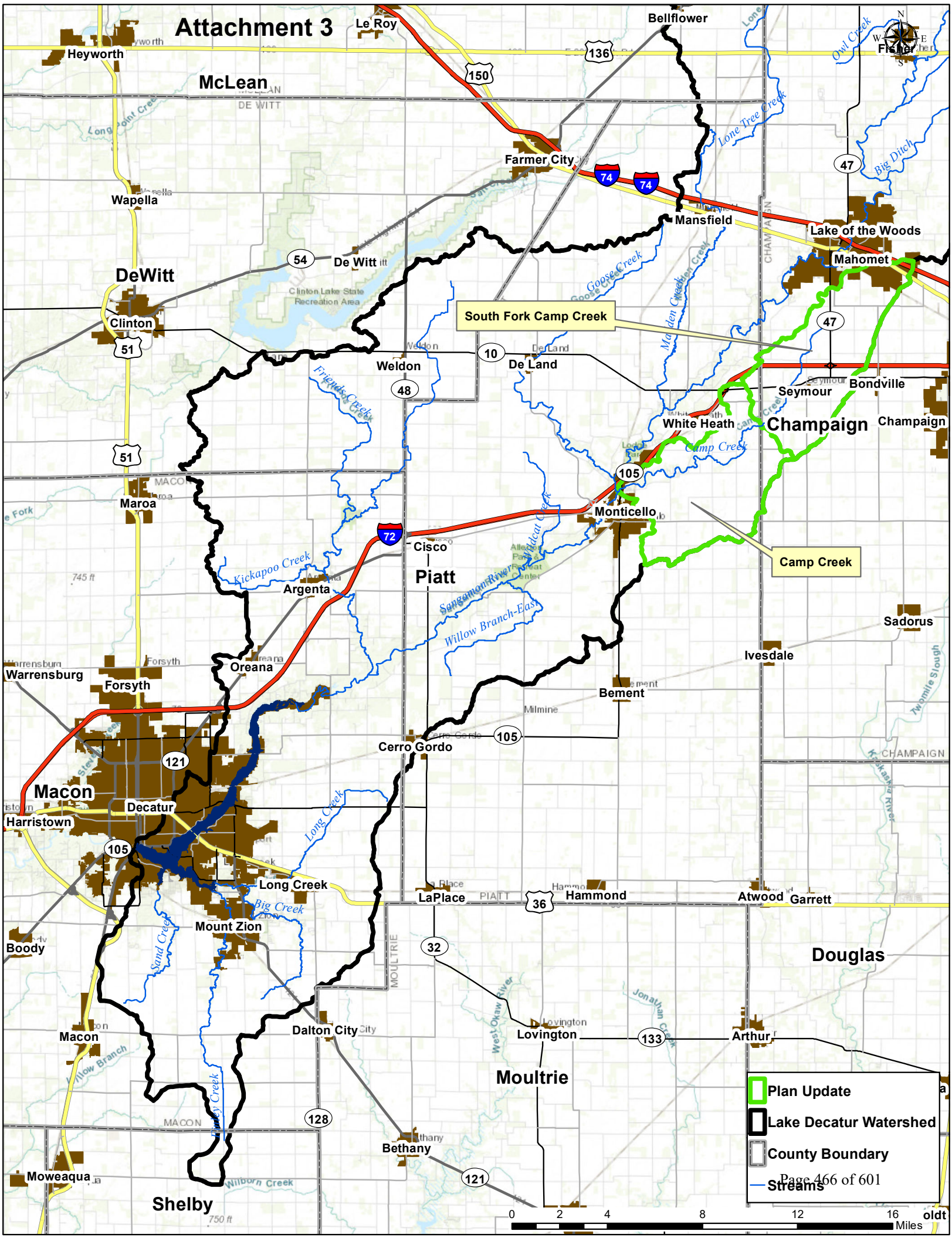


Select Photographs
Shoreline Segment 1SS



Shoreline Segment 8SS




Attachment 3
Heyworth
Le Roy
Bellflower
Fisher
McLean
DE WITT
Farmer City
Wapella
Mansfield
Lake of the Woods
Mahomet
DeWitt
De Witt
Clinton Lake State Recreation Area
Clinton
South Fork Camp Creek
Weldon
De Land
Seymour
Bondville
White Heath
Champaign
Champaign
Maroa
Monticello
Camp Creek
Cisco
Piatt
Argenta
Kickapoo Creek
Sangamon River
Willow Branch-East
Sadorus
Ivesdale
Oreana
Warrensburg
Forsyth
Bement
Milmine
Cerro Gordo
Macon
Decatur
Harristown
Long Creek
Big Creek
Mount Zion
LaPlace
PIATT
Hammond
Atwood
Garrett
Boody
Sand Creek
MOULTRIE
Douglas
Dalton City
Lovington
Arthur
Macon
Moultrie
Bethany
Moweaqua
Shelby
Wilborn Creek
Plan Update
Lake Decatur Watershed
County Boundary
Streams
0 2 4 8 12 16
Miles

SUBJECT: Resolution Authorizing Approval of Master Contract, Addendums to the Master Contract Between the State of Washington and Gillig, LLC with Additional State of Illinois Clauses Permitting the City of Decatur to Purchase E-Gen Flex Hybrid Buses

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
State of Washington CPA	Backup Material
Gillig Quote	Backup Material
Gillig Master Contract	Backup Material
Gillig Amendment	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

July 17th, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Approval of Master Contract, Addendums to the Master Contract Between The State Of Washington and Gillig, LLC with additional State of Illinois Clauses Permitting the City of Decatur to Purchase E-Gen Flex Hybrid Buses.

SUMMARY RECOMMENDATION: The attached Master Contract, Addendums, and additional clauses authorizes the City of Decatur to purchase up to 5 low-floor Egen Flex hybrid buses at prices offered under the Master Contract between the State of Washington and Gillig, LLC. It is recommended that this item be approved.

BACKGROUND: The Department of Transportation Services currently has 5 buses in need of immediate replacement. These 5 vehicles were not replaced with the other 18 in 2019 and are beyond their useful life and have become increasingly costly to maintain. The State of Illinois Department of Transportation (IDOT) awarded the City of Decatur $2.76 million to purchase new buses. Additionally, the Federal Transit Administration (FTA) awarded the City of Decatur $1.8 million to purchase replacement buses. Under Section 3019 of the FAST Act (Fixing America's Transportation Act) the City may purchase rolling stock and related equipment from a state cooperative procurement contract. By authorizing the City of Decatur to participate in this Master Contract between the State of Washington and Gillig, LLC, the City of Decatur will significantly decrease the amount of time required to complete the procurement process, save upwards of $40,000 per bus, and expedite the manufacturing and delivery of the new buses. The FTA and IDOT have approved this approach with the include of State-required clauses approved by Gillig, LLC.

INPUT FROM OTHER SOURCES: City staff.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

RESOLUTION NO. R2023_____

RESOLUTION AUTHORIZING APPROVAL OF MASTER CONTRACT, ADDENDUMS TO THE MASTER CONSTRACT BETWEEN THE STATE OF WASHINGTON AND GILLIG, LLC WITH ADDITIONAL STATE OF ILLINOIS CLAUSES PERMITTING THE CITY OF DECATUR TO PURCHASE E-GEN FLEX HYBRID BUSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Master Contract, Addendums to the Master Contract, and additional clauses required by the State of Illinois, herewith attached, between the City of Decatur, the State of Washington, and Gillig, LLC, authorizing the purchase and delivery of up to (5) five low-floor Egen Flex hybrid buses be received, placed on file, and approved.

Section 2. That the Mayor be, and is hereby authorized and directed to execute the Master Contract, Addendums to the Master Contract, and additional clauses as required by the State of Illinois on behalf of the City of Decatur, for a total purchase of not more than (5) five low-floor Egen Flex Hybrid buses.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and __City of Decatur_____, a _____ ("Authorized Purchasing Entity") and is dated and effective as of _____ __, 2022.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts ('Contract"), for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." *See* RCW 39.26.060(1).

C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.

D. The above-referenced Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. *See* RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

E. The above-referenced Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. *See* Pub.L. 114-94.

F. There are no pending protests or lawsuits pertaining to the procurement or award of the Contract.

G. Enterprise Services maintains procurement and contract records pertaining to the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.

H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.

2. AUTHORIZATION TO UTILIZE THE CONTRACT. Consistent with the terms and conditions of the Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Contract is an appropriate procurement solution for Purchasing Entity.

3. CONTRACTOR CONSENT. Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Contract.

4. VENDOR MANAGEMENT FEE. The Vendor Management Fee set forth in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

(a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Insert
Attn: Bus Purchases Department of Enterprise Services PO Box 41411 Olympia, WA 98504-1411	Attn: ___Lacie Elzy, Transit Administrator_____ _____City of Decatur_____ _____1 Gary K. Anderson Plaza_____ ___Decatur, IL 62523_____
Email: buspurchases@des.wa.gov	Tel: (217) 542-3559 Email: __Lelzy@decaturil.gov_____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	City of Decatur
Tax Identification Number	376001308
State Business Identification Number (Required for Non-Profit entities)	
Contact Name for Contract Administrator	Lacie Elzy
Title	Transit Administrator
Address	1 Gary K. Anderson Plaza
City, State, Zip	Decatur, IL 62523
Phone Number	217-542-3559
Email Address	Lelzy@decaturil.gov

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Contract.

10. TAXES/FEES. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.

11. SCOPE OF PARTICIPATION. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	Estimated Purchases
Heavy Duty	5
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

    (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.

    (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

    (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

    (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE	**AUTHORIZED PURCHASING ENTITY**
STATE OF WASHINGTON	**AGENCY**
DEPARTMENT OF ENTERPRISE SERVICES	**NAME**
By: _____	By: _____
Name:	Name: _____
Title: _____	Title: _____

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov

PRICE VARIANCE
5/5/2023
DECATUR, IL (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(4) 35' ALLISON EGEN FLEX HYBRID BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	DECATUR, IL	VARIANCE
BRT STYLING	NOT INCLUDED	NOT REQUIRED	-
CUMMINS ENGINE	B6.7, 280 HP (DIESEL HYBRID)	B6.7, 280 HP (DIESEL HYBRID)	-
AUXILIARY ENGINE OIL FILTER	NOT INCLUDED	NOT REQUIRED	-
COOLANT FILTER	STD FLEETGUARD	STD FLEETGUARD	-
ENGINE FUEL FILTER	STD FLEETGUARD	DAVCO, HEATED	695.00
STARTER	DELCO 42MT	NOT REQUIRED	-
ALTERNATOR	NIEHOFF C803 (500 AMP)	VANNER BELTLESS	-
ENGINE BLOCK HEATER	NOT INCLUDED	NOT REQUIRED	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC	NOT INCLUDED	REQUIRED	1,485.00
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
ENGINE OIL DRAIN	MAGNETIC DRAIN PLUG	MAGNETIC DRAIN PLUG	-
TRANSMISSION	ALLISON EGEN FLEX HYBRID	ALLISON EGEN FLEX HYBRID	-
DEPOT MODE & START STOP	INCLUDED W/ ALLISON EGEN FLEX HYBRID	INCLUDED W/ ALLISON EGEN FLEX HYBRID	-
ELECTRIC AIR COMPRESSOR & STEERING PUMP	NOT INCLUDED	REQUIRED	17,436.00
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
AXLE HUB SEALS	GREASE SEALS	OIL SEALS	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
ELECTRONIC STABILITY CONTROL	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HILL HOLD SWITCH	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER	NOT INCLUDED	VEEDER ROOT - MECHANICAL	72.00
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) STEEL POWDER COATED WHEELS	(7) STEEL POWDER COATED WHEELS	175.00
DURAFLANGE WHEELS	NOT INCLUDED	NOT REQUIRED	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
DIESEL FILL	EMCO WHEATON	GRAVITY FILL	(265.00)
DASH FUEL GAUGE	NOT INCLUDED	REQUIRED	134.00
OIL PRESSURE & COOLANT TEMP GAUGES IN REAR RUN BOX	ELECTRIC	MECHANICAL	100.00
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
DUAL AD-IP AIR DRYER	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	NOT REQUIRED	-
BATTERY TYPE	(4) ODYSSEY AGM GROUP 31	(4) ODYSSEY AGM GROUP 31	-
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	REQUIRED (REAR CONNECTION)	-
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
TK ELECTRIC HVAC SYSTEM TE14	NOT INCLUDED	REQUIRED	2,515.00
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
5/5/2023
DECATUR, IL (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(4) 35' ALLISON EGEN FLEX HYBRID BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	DECATUR, IL	VARIANCE
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
FRESH AIR MAKE-UP	NOT INCLUDED	NOT REQUIRED	-
AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT STEP HEATER	NOT INCLUDED	REQUIRED	324.00
REAR FLOOR HEATER - CURBSIDE	INCLUDED	NOT REQUIRED	-
REAR FLOOR HEATER - STREETSIDE	INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	(2) REQUIRED	178.00
SENSTIVE EDGE	NOT INCLUDED	NOT REQUIRED	-
REAR DOOR	34" AIR OPEN / SPRING CLOSE	34" AIR OPEN / SPRING CLOSE	-
REAR DOOR CONTROLS	FULL DRIVER CONTROL	FULL DRIVER CONTROL	-
VAPOR ELECTRONIC DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
VAPOR CLASS SENSOR (W/ DRIVER OVERRIDE SWITCH)	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL EQUIPMENT CABINET	44" W/ (2) FANS	44" W/ (2) FANS	-
ELECTRICAL EQUIPMENT CABINET INTERIOR LIGHTS	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	NOT REQUIRED	-
FRONT CS WHEELWELL PACKAGE RACK	NOT INCLUDED	REQUIRED	125.00
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	REQUIRED 22" X 21"	175.00
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M , Q'STRAINT RESTRAINTS	AMSECO INSIGHT PRIME+ W/ ARM, Q'STRAINT BELT SYSTEM, CLEARRIDE ANTIMICROBIAL TREATMENT & (1) ROTATING STANCHION (SS)	7,986.00
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	REQUIRED (CS & SS)	250.00
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	-
SEAT BELT ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT CUSHION ALARM	NOT INCLUDED	NOT REQUIRED	-
SEAT ARMREST	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	NOT REQUIRED	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS & W/ AISLE SIDE PANEL 1/2" MALAMINE	100.00
DRIVERS PROTECTION BARRIER	NOT INCLUDED	AROWGUARD W/ EXT GLASS	6,683.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	REQUIRED	220.00
OVERHEAD GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
STANCHIONS	YELLOW POWDER COATED	SSTL	-

PRICE VARIANCE
5/5/2023
DECATUR, IL (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(4) 35' ALLISON EGEN FLEX HYBRID BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	DECATUR, IL	VARIANCE
PASSENGER WINDOWS	STD FRAME / UPPER TRANSOM	STD FRAME / UPPER TRANSOM (QUICK CHANGE)	1,700.00
HEAD LAMPS	LED LOW & HIGH BEAMS	HAOLGEN LOW & HIGH BEAMS	(500.00)
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
REAR CAP HVAC GRILLE LOWER CENTER STRIP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	-
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	(1) PTERSON LED 12" STRIP LAMP	100.00
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	PRE-WIRE W/ANTENNA	PRE-WIRE W/ ASP 931	175.00
PA SYSTEM/VOICE ANNUCIATOR	STD REI	STD REI	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	NOT REQUIRED	-
PA SYSTEM/VOICE ANNUCIATOR	STD REI	HANOVER HTC/AVA SYSTEM W/ WIFI ANTENNA & INTERNAL SIGN	7,753.00
HANOVER CENTRAL LICENSE (ONE TIME FEE)	NOT INCLUDED	REQUIRED ($5,000 / 4 BUSES = $1,250)	1,250.00
GEO FENCING USING VIRICITI TELEMATICS (FOR EV MODE IN GREEN ZONES) W/ 2 YEAR SUBSCRIPTION	NOT INCLUDED	REQUIRED **(BUDGETARY ONLY)**	3,500.00
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS	TWIN VISION AMBER (FRONT, CURBSIDE & REAR)	HANOVER AMBER (FRONT & CURBSIDE)	(386.00)
FAREBOX	PRE-WIRE ONLY	PRE-WIRE ONLY	-
FAREBOX GUARD	INCLUDED	REQUIRED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	REQUIRED - MANUAL (2 ROWS X 5 TALLY)	320.00
FULL COMPOSITE FLOOR	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS	SS & CS: 8" X 8" 1-PC, NON-HEATED W/ REMOTE	SS: 10 X 11, 1-PC, CONVEX HEATED W/ MANUAL CS: 8 X 15, 2 PC, NON-HEATED W/ REMOTE	294.00
TURN SIGNAL INDICATOR ON MIRROR	NOT INCLUDED	NOT REQUIRED	-
FIRE SUPRESSION WITHOUT ESS SUPRESSION	AMEREX V-25 W/24 HR BATTERY	AMEREX V-25 W/24 HR BATTERY	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	NOT REQUIRED	-
VIDEO SURVEILLANCE	NOT INCLUDED	ANGELTRAX - (10) CAMERA SYSTEM PRE-WIRE ONLY	2,300.00
BACK UP CAMERA	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	SPORTWORKS DL2- SSTL	1,578.00
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP - DRIVERS DASH	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
5/5/2023
DECATUR, IL (PIGGYBACK - STATE OF WASHINGTON RFP# 2020 06719-01)
(4) 35' ALLISON EGEN FLEX HYBRID BUSES, SN: TBD

ITEM	STATE OF WASHINGTON, WA	DECATUR, IL	VARIANCE
ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II)	NOT INCLUDED	NOT REQUIRED	-
DRIVERS DASH GAUGES	AIR PRESSURE & SPEEDOMETER	AIR PRESSURE, SPEEDOMETER, ENGINE OIL PRESSURE, ENGIN COOLANT TEMPERATURE & (1) VOLTMETER	150.00
12V POWER PORT AT DASH	NOT INCLUDED	NOT REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	NOT REQUIRED	-
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PAINT	1-COLOR	2-COLORS	2,150.00
CLEAR COAT	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	DECATUR, IL CUSTOM GRAPHICS (SAME AS #93980)	2,423.00
ROOF NUMBERS	NOT INCLUDED	NOT REQUIRED	-
WARRANTY - (BASIC BUS)	24 MONTHS / 100,000 MILES	24 MONTHS / 100,000 MILES	-
WARRANTY (BODY STRUCTURAL)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
WARRANTY - (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (ENGINE B6.7)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
EXT WARRANTY (HYBRID DRIVE- ALLISON)	24 MONTHS / UNL MILES	24 MONTHS / UNL MILES	-
WARRANTY - (HVAC TK ELECTRIC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY - (ALL OTHERS)	BASE COVERAGE PER STATE OF WA CONTRACT	BASE COVERAGE PER STATE OF WA CONTRACT	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL DECATUR, IL VARIANCES	61,195.00
STATE OF WASHINGTON, WA 35' ALLISON EGEN FLEX HYBRID BASE UNIT PRICE (APRIL 2021)	645,834.00
DELIVERY	5,503.00
DECATUR, IL 35' ALLISON EGEN FLEX HYBRID BASE UNIT PRICE	712,532.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #1= (11.78%)	83,936.00
PPI 1413 ADJUSTMENT PER WA STATE CONTRACT AMENDMENT #3 (4/1/2023) = 15%	119,470.00
SPARE / TOOLING BUDGET (1%)	9,159.00
DECATUR, IL 35' ALLISON EGEN FLEX HYBRID ADJUSTED CURRENT PRICE (5/5/2023)	**925,097.00**

CONFIDENTIAL
This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

NO. 06719-01

TRANSIT BUSES: HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

For Use by Washington State Transit Bus Cooperative Participants

By and Between

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

and

GILLIG LLC

Dated April 1, 2021

WASHINGTON STATE TRANSIT BUS COOPERATIVE

STATE COOPERATIVE PURCHASING SCHEDULE

MASTER CONTRACT

NO. 06719

TRANSIT BUS – HEAVY DUTY

30 FT DIESEL, 35 FT DIESEL, 40 FT DIESEL 35 FT HYBRID, 40 FT HYBRID, 30 FT CNG, 35 FT, CNG, 40 FT CNG, 35 FT ELECTRIC, 40 FT ELECTRIC CATEGORIES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Gillig LLC, a California company ("Contractor") and is dated and effective as of April 1, 2021.

RECITALS

A. Whereas, pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible Participants).

B. Whereas, pursuant to RCW 39.26.060, Enterprise Services may develop, solicit, and establish cooperative purchasing agreements for procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in the state, in accordance with an agreement entered into between the participants.

C. Whereas, pursuant to Section 3019 of the FAST Act, the State of Washington acting by and through Enterprise Services, may enter into a cooperative procurement contract with one or more vendors if the vendors agree to provide an option to purchase rolling stock and related equipment to such State government and any other participant and such State government acts throughout the term of the contract as the lead procurement agency.

D. The State of Washington, acting by and through Enterprise Services is a member of and the lead procurement for the Washington State Transit Bus Cooperative. The Washington State Transit Bus Cooperative is a cooperative purchasing agreement for eligible participants to procure transit buses through a competitively solicited and awarded Cooperative Master Contract.

E. Whereas, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued a Competitive Solicitation No. 06719-01 dated March 4, 2020 regarding Heavy Duty Transit Buses**.**

F. Whereas, Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.

G. Whereas, Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington and the Washington State Transit Bus Cooperative.

H. Whereas, the purpose of this Master Contract is to enable eligible Participants to purchase Transit Buses as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM.

The term of this Master Contract is twenty-four (24) months, commencing April 1, 2021 and ending March 31, 2023; Provided, however, that Enterprise Services at is sole discretion may extend the term for three (3) subsequent twelve (12) month extensions if Contractor is not in default; and provided further, that in no event shall such term be extended if Contractor cannot meet the required certifications of this Contract. The maximum contract term is sixty (60) months, ending March 31, 2026.

2. ELIGIBLE PARTICIPANTS. This Master Contract may be utilized by any of the following types of entities ("Participants"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

2.4. TRANSIT BUS COOPERATIVE PARTIES. Any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services. The following types of entities are anticipated to execute a Washington State Transit Bus Cooperative Purchasing Agreement:

- State agencies, local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States;
- Federal governmental agencies or entities located in any state or territory of the United States; and
- Federally-recognized Indian Tribes located in any state or territory of the United States

3. SCOPE – INCLUDED GOODS AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those Transit Buses within the scope of their authorized goods meeting the requirements set forth in *Exhibit A – Included Transit Buses* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Participant under this Master Contract that Contractor has contractual authority to sell any Transit Buses beyond those meeting the requirements set forth in *Exhibit A – Included Transit Buses*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract. Enterprise Services may, at any time, without notice to Contractor by written order designated or indicated to be a change order, make changes within the general scope of the contract to adjust the quantities of Transit Buses purchased under this Master Contract.

3.3. PARTICIPANT CHANGE ORDERS.

(a) Participants may, at any time, by written order designated or indicated to be a change order, make changes in their Purchase Order within the general scope of this Master Contract, including changes: (1) In the specifications; (2) In the method or manner of performance of the work; (3) In the price sheet to include additional options within the scope of the contract; (4) In the delivery performance of the work; or (5) In additional requirements for compliance with state or federal law.

(b) Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Participant that causes a change shall be treated as a change order under this clause; provided, that Contractor gives the Participant written notice stating (1) the date, circumstances, and source of the order and (2) that Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Participant shall be treated as a change under this clause or entitle Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the work under this Master Contract, whether or not changed by any such order, the Participant will make an equitable adjustment and modify the Purchase Order in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under this clause shall be made for any costs incurred more than twenty (20) days before Contractor gives written notice as required. In the case of defective specifications for which the Participant is responsible, the equitable adjustment shall include any increased cost

reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) Contractor will assist Participant in obtaining all of the requested cost details as may be required for FTA assisted purchases. Failure to respond or provide needed details may be grounds for the Participant to cancel the purchase without penalty.

(f) The Contractor must assert its right to an adjustment under this clause within 30 days after

1. receipt of a written change order under paragraph (a) of this clause or

2. the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Participant. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(g) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Master Contract.

(h) This clause does not supersede FTA Circular C 4220.1F.

3.4. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April 1 each year. Prices shall be adjusted on June 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

3.5. PRICE CEILING. Although Contractor may offer lower prices to Participants, during the term of this Master Contract, Contractor guarantees to provide the Heavy Duty Transit Buses at no greater than the prices set forth in *Exhibit B – Prices for Heavy Duty Transit Buses* (subject to economic adjustment as set forth herein).

3.6. GOODS AND SERVICES ADDITION. Contractor may offer new goods and services within the scope of the authorized goods set forth in *Exhibit A – Included Transit Buses* to Participants to implement new technology solutions or meet specific Participant requirements. Goods and services added to purchase orders under the Master Contract must be commercially available at the time they are added and fall within the original scope of the Master Contract.

3.7. PRICING OF GOODS AND SERVICE ADDITIONS. Prices for additional Transit Bus goods and services performed under this Master Contract follow cost reimbursement rules under 4220.1F Ch VI,

2.c(1). Cost-reimbursement provides for payment of Contractor's allowable incurred costs, to the extent agreed to in the Contractor's agreement with the Participant. Participants are required to include FAR Part 31 cost principles in their cost reimbursement contracts for the purpose of determining allowable costs under the contract. Contract shall comply with Participants' requests in determining reasonable prices, including but not limited to providing a breakdown of relevant incurred costs or individual component pricing to Participant upon request. A dispute on the reimbursement costs will follow the dispute procedures of this Master Contract.

3.8. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Participants.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor represents and warrants that it is or will be qualified to do business in other applicable states for purchases under this Master Contract with each of the Washington State Transit Bus Cooperative member states, including but not limited to Alaska, Idaho, Oregon, Colorado, Montana, and Nevada.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any Transit Bus sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Participant's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Whenever under the Master Contract or Purchase Order it is provided that Contractor shall furnish materials or manufactured components or shall do work for which no detailed specifications are set forth, the work performed shall be in full conformity and harmony with the intent to secure the best standards of manufacture in the work as a whole or in part. No advantage shall be taken by Contractor in the omission of any part or detail which goes to make the Transit Buses complete and ready for service, even though such part or detail is not mentioned in the specifications or in Contractor's approved design.

4.4. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor

does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.5. OREGON REVISED STATUTE 279A.112. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

4.6. EMISSIONS INFORMATION. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice to assess and provide accurate emission information on products to Participants.

4.7. SUSTAINABILITY POLICY. Contractor represents and warrants, as previously certified in Contractor's bid submission, that their firm has a written policy and practice, detailing own sustainability policies and programs in place and to provide services in line with the principles established therein.

4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participants' employees.

4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.11. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Participants and to ensure that those entities that utilize this Master Contract are eligible Participants. Contractor understands and acknowledges that neither Enterprise Services nor Participants are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Participant, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract resulting from the Cooperative, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.13. VEHICLE TITLE & REGISTRATION. Contractor represents and warrants that upon payment in full, Contractor shall convey to Participant all necessary paperwork, including a "manufacturer's statement of origin" (MSO) and applicable state title application to register the Transit Bus with the Participant's applicable state licensing authority at the time of delivery.

4.14. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.15. PAY EQUITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Participant hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Participants shall order Transit Buses from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Participant but, at a minimum, including the use of a purchase order. When practicable, Contractor and Participant also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number. Consistent with Participant's procurement authority, Participant may propose and negotiate additional terms with the applicable Contractor to meet Participant's needs, subject to agreement with the applicable Contractor. Under no circumstances will Participant's agreements change or modify the contract obligations of this Master Contract. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.

5.2. APPROVAL OF PURCHASES. Enterprise Services and, if the Participant is using FTA funds, the Participant's respective authorization authority for use of those FTA funds shall approve the Participant's initial Purchase Order. Enterprise Services shall review the Purchase Order and approve that the purchase is within the Scope of the Master Contract. The Participant's respective authorization authority for use of those FTA funds will approve the purchase according to their own policies and procedures. Participant and Contractor shall provide timely information as requested by Enterprise Services for the approval process.

5.3. CONTRACTOR COOPERATIVE USE APPROVAL. Pursuant to RCW 39.26.060, the intent of this Contract is to allow for cooperative procurement to the maximum extent possible. Accordingly, any authorized entity that has executed a Washington State Transit Bus Cooperative Purchasing Agreement with Enterprise Services may place orders under this Master Contract. Participation in the cooperative is voluntary. If agreed to by Contractor, this Contract may be used by any participant in the cooperative to procure the Transit Buses. Contractor has the right to refuse initial orders by cooperative participants on a capacity basis, if the Contractor cannot fulfill the complete order based on delivery deadlines. Orders under this Contract will be fulfilled on a first come, first serve basis of the initial order date. If Contractor rejects an order for capacity, Enterprise Services may request additional information from the Contract regarding Contractor's capacity to fulfill orders.

5.4. FTA PRE-AWARD AND POST-DELIVERY CERTIFICATIONS. Contractor shall take all reasonable steps assist Participants in completing all required pre-award and post-delivery certifications required by federal or state law or policy for purchases under this Master Contract. Contractor shall provide all requested information to complete the certifications in a reasonable time to ensure certifications are completed in a timely manner.

5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Transit Buses will be made as required by this Master Contract, the Purchase Order used by Participants, or as otherwise mutually agreed in writing between the Participant and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order by the delivery date. The delivery date must be within 18 months of the initial order date, as stated in the Purchaser Order or agreement between Participant and

Contractor; provided however that the Participant and Contractor may amend the delivery date by mutual agreement. Deliveries shall occur during Participant's normal work hours and within the time period mutually agreed in writing between Participant and Contractor at the time of order placement.

(b) Contractor shall deliver all buses with a full tank of fuel and clean inside and out. For any bus not meeting this requirement, Contractor will be assessed $300. When Transit Buses are delivered, certificates or releases signed by Participant simply acknowledge receipt of the Transit Buses and do not constitute acceptance by the Participant of the condition of the Transit Buses, or its conformance with the terms of the Master Contract or Participant's Purchase Order. Acceptance by Participant occurs subsequent to final inspection when Participant provides Contractor with a written Notice of Acceptance.

(c) Contractor shall ship or deliver all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Participant's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Participant's negligence. Contractor shall use a qualified and experienced common or contract carrier who is properly licensed and insured. Contractor shall make all arrangements for shipment.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Participant's Purchase Order number. Packing lists shall be included with each shipment and clearly identify all contents and any backorders.

5.6. PROTOTYPE BUSES. If requested by Participant, Contractor shall produce one prototype bus for each type of bus with respect to the Purchase Order for inspection and testing at the Participant's facilities. The prototype bus will demonstrate that the bus fully meets all requirements of the Purchase Order. Contractor shall produce and deliver the prototype bus to Participant for inspection and testing a minimum of one-hundred twenty (120) days prior to initiation of any production activities for the remaining buses unless otherwise authorized in writing by Participant. The cost of transporting the prototype bus to and from the Participant's facilities shall be at the expense of Contractor. Contractor shall schedule the prototype review with the Participant when a vehicle has been completed with all equipment and furnishings installed, but early enough so design changes resulting from the review will not delay production or cause scrapping of production material.

In the event of nonconformity Participant shall, to the extent practicable, notify Contractor of said nonconformity. No later than seven (7) days after the end of the fourteen (14) day test, Participant shall issue a written report to the Contractor that advises the Contractor of any noncompliance issues and/or any proposed modifications or changes required on the remaining vehicles. Any failure by Participant to detect any defects or omissions in this testing period will in no way relieve Contractor from fully complying with the specifications of the Master Contract and Participant Order. All prototype buses shall be brought up to the final production bus configuration in all respects at no additional cost to Participant, except as may be agreed by change orders.

5.7. NOTIFICATION OF DELAY. Contractor shall provide prompt notice to Participant and Enterprise Services for any delay in the manufacturing process that will affect the expected delivery date. Contractor will provide notice of the delay within fourteen (14) days of discovery of the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.

- Participant shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
- If there is a dispute between Contractor and Participant as to whether the delay is reasonable, Contractor may appeal Participant's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable. If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16.
- Contractor shall promptly comply with any request from Enterprise Services or Participant for additional information in making the delay determination. A request for more information from Enterprise Services or Participant tolls the time for required response until the time that Contractor responds to the request for more information.
- Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of Contractor, and be without the fault of the Contractor. A reasonable delay will extend the delivery date by the agreed upon length of the delay.
- Non-excusable delay is a delay for which Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of Contractor, or is due to the fault of Contractor. A non-excusable delay will not extend the agreed upon delivery date.

5.8. DELAY DAMAGES. Participant will be damaged by any failure on the part of Contractor to deliver the buses within the time specified in delivery date. The amount of damages for delay of beyond the delivery date is difficult if not impossible to ascertain. The amount of such damages Contractor shall pay to Participant is fixed at the amount of $250.00 per day for each bus not delivered in substantially good condition as inspected by the Participant. Participant may elect to deduct the amount of the damages from the amount due to Contractor under the Purchase Order or may notify Contractor of the amount due based on the delay. If Participant requires Contractor to pay the delay damages, Contractor shall pay the entire amount within thirty (30) days after receipt of a written demand by Participant. The payment of damages will be in lieu of any damages for any loss of profit, loss of revenue, loss of use, or for any other direct, indirect, special or consequential losses or damages of any kind that may be suffered by Participant arising at any time from the failure of Contractor to fulfill the delivery obligations in a timely manner.

5.9. INSPECTION AND ACCEPTANCE OF TRANSIT BUSES. Transit Buses purchased under this Master Contract are subject to Participant's reasonable inspection, testing, and approval at Participant's destination for a period of fourteen (14) days from the date that the Transit Buses are received at the place of delivery. Participant reserves the right to reject and refuse acceptance of Transit Buses that are not in accordance with this Master Contract and the Participant's Purchase Order during this inspection period. Representatives of Contractor may witness acceptance inspections

and testing if so requested by Contractor. Participant retains the right to complete as thorough an inspection as it deems necessary to determine if each bus is in conformance with Master Contract and Purchase Orders requirements for configuration and performance parameters. Contractor shall coordinate and manage Contractor's post-delivery inspection process and notify the Participant of scheduling and availability of buses ready for pre-acceptance inspection. Acceptance by the Participant occurs when Participant provides Contractor with a written Notice of Acceptance, which will be subsequent to final inspection by responsible assigned employees of the Participant. All acceptances are subject to the warranty requirements of this Master Contract.

5.10. INSPECTION DEFECTS. If there are any apparent defects in the goods and/or services within the inspection period, Participant will promptly notify Contractor. At Participant's option, and without limiting any other rights, Participant may:

- Require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods; or
- Require Contractor to refund the price of any or all of the damaged goods; or
- Participant may note any damage to the goods on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment.

Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods. If Participant discovers defects during the inspection process, the requirement for timely delivery under 6.2(a) will continue to run until Contractor resolves the defects and provides Participant with the applicable goods free of defects. The period for the delivery date for the goods will be tolled for the length of time Participant was in the inspection period until the time that Participant provided notice of defect to Contractor.

5.11. POST-INSPECTION REPAIRS BY CONTRACTOR. In the event of non-acceptance of the bus, Contractor must begin Work within five (5) working days after receiving notification from Participant of failure of acceptance tests. Participant shall make the bus available to complete repairs timely with the Contractor repair schedule. If Contractor fails or refuses to begin the repairs within five (5) days, then the repair work may be done by Participant's personnel with reimbursement by Contractor. Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are being made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representatives, and Contractor shall assume risk of loss while the bus is under its control.

5.12. CONTRACTOR SERVICE AND PARTS SUPPORT. For each Participant Order, Contractor shall supply Participant with a completed *Exhibit D - Contractor Service and Parts Support Data* with contact information on the representatives responsible for assisting Participant, as well as the location of the nearest distribution center, which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. Contractor shall also submit its policy on transportation charges for parts other than those covered by warranty.

5.13. PARTS AVAILABILITY GUARANTEE. Contractor guarantees to provide the spare parts, software, and all equipment necessary to maintain and repair the buses supplied under this Master Contract for a period of at least twelve (12) years after the date of acceptance. Parts will be interchangeable with the original equipment and will be manufactured in accordance with the quality assurance

provisions of this Master Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Participant are not received within two (2) working days of the agreed-upon time and date and a bus procured under this Master Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Participant, within eight (8) hours of the Participant's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant.

In the event Contractor fails to honor this parts guarantee or parts ordered by the Participant are not received within thirty (30) days of the agreed-upon delivery date, then Contractor shall provide to Participant, within seven (7) days of the Agency's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Participant. Contractor's design and manufacturing documentation provided to the Participant shall be for its sole use in regard to the buses procured under this Master Contract and for no other purpose.

5.14. TERMINATION FOR WITHDRAWAL OF FUNDING. If any Participant's expected or actual funding for purchases under this Master Contract are withdrawn, reduced, or limited in any way prior to the payment for the last bus accepted, Participant may, upon written notice to Contractor, terminate their Purchase Order for Transit Buses not yet accepted. If the Purchase Order is terminated as provided in this subsection: (1) Participant will be liable only for payment in accordance with the terms of this Contract for work performed satisfactorily up to the date of termination and materials on order that cannot be canceled; and (2) Contractor shall be released from any obligation to provide additional buses as are affected by the termination.

5.15. FACILITY INSPECTIONS. Contractor shall provide right of access to its facilities to Enterprise Services, any Enterprise Services agents, Participant, any of Participants agents, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

5.16. ON SITE REQUIREMENTS. While on Participant's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Participant's physical, fire, access, safety, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Participant's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 06719

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

(c) Contractor's Federal Tax Identification Number

(d) Date(s) of delivery

(e) Invoice amount; and

(f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Participant. Payment is due within thirty (30) days of invoice. If Participant fails to make timely payment(s), Contractor may invoice Participant in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified. Contractor provides a prompt payment discount of 0.10% for payments within 20 days of receipt of the invoice. This discount will only be provided for Participant payments within the stated time.

6.3. MILESTONE PAYMENTS. Participant and Contractor may condition payment on the achievement of various agreed upon milestones for the Transit Buses. Milestone payments will be mutually agreed upon by Participant and Contractor in regard to timing of milestone, acceptance of milestone, and amounts for milestone payments. Payment for milestones will follow the procedure for invoice payment.

6.4. OVERPAYMENTS. Contractor promptly shall refund to Participant the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Participant shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participant may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.5. NO ADVANCE PAYMENT. No advance payments shall be made for any goods or services furnished by Contractor pursuant to this Master Contract.

6.6. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.7. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Participant shall pay applicable sales tax imposed by the tax jurisdictions in which delivery occurs on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Participant agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: David Mgebroff Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-8049 Email: david.mgebroff@des.wa.gov	Attn: Lee Petersen, Regional Sales Manager and Maribel Gonzalez-Becerra, Bid & Contract Specialist GILLIG LLC 451 Discovery Drive Livermore, CA 94551 Tel: (800) 785-1500 Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participant issues pertaining to this Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Email: greg.tolbert@des.wa.gov	Attn: William F. Fay, Jr. Vice President Sales GILLIG LLC 451 Discovery Drive Livermore, CA 94551 Email: sales@gillig.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Participant by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Participants specified herein during the term of the

Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.15 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

> Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .00150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sum, the sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Participants under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Participants and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participant, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Participant under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Participant against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participant, Contractor shall (a) reimburse Participants for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect

from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. WARRANTY.

11.1. CONTRACTOR WARRANTY. Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. Consistent with this requirement, Contractor warrants and guarantees to Participant each complete Transit Bus and specific subsystems and components as follows.

Contractor warrants the Transit Buses are of good material and workmanship and agrees to promptly replace any part or parts, at no cost to the Participant, which by reason of defective materials or workmanship fail under normal use, free of negligence or accident during the applicable warranty period. Contractor warranties include the replacement of parts and services associated with the replacement and repair, including but not limited to any diagnostic, refurbishment, shipping, or travel costs.

Performance requirements based on design criteria will not be deemed a warranty item. Contractor shall insure in its procurement arrangements that the warranty requirements of this Master Contract are enforceable through and against the Contractor's suppliers, vendors, material men, and subcontractors. Any inconsistency or difference between the warranties extended to Participants by Contractor and those extended to Contractor by its suppliers, vendors, material men, and subcontractors, are at the risk and expense of Contractor. Such inconsistency or difference will not excuse Contractor's full compliance with its obligations under this Contract.

11.2. WARRANTY INFORMATION. Upon Participant's request, Contractor promptly shall provide complete copies of all written warranties or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended by Contractor's suppliers, sub-suppliers, vendors, material men, and subcontractors covering parts, components, and systems utilized in the bus. Contractor shall ensure that such suppliers, sub-suppliers, vendors, material men, and subcontractors satisfactorily perform warranty related work when requested to do so by Participant.

11.3. SYSTEM WARRANTIES. The following systems are warranted to be free from defects and related defects for the years and mileage listed in the table below, whichever comes first. Each warranty is based on regular operation of the bus under the operating conditions prevailing in Participant's locale.

Warranty	Description	Years/Mileage
Complete Bus	Complete bus, propulsion system, components, major subsystems, and body and chassis structure	2 years, 100,000 miles; Class 1 or 2 Failures: 12 years, 500,000 miles
Body And Chassis Structure	Body, body structure, structural elements of the suspension and engine cradle	3 years, 150,000 miles
Body and Chassis Corrosion Failure or Fatigue Failure	Primary load-carrying members of the bus structure, including structural elements of the suspension	Class 1 or 2 Failures: 12 years, 500,000 miles
Propulsion System (Diesel, CNG, Hybrid)	engine, transmission or drive motors, and generators (for hybrid technology) and drive and non-drive axles	2 years, 100,000 miles
Propulsion System (Electric)	traction motors, traction motor controllers, transmission, drive motors, drive and non-drive axles, and any other propulsion system-related replacement component	3 years, 100,000 miles
Energy Storage System	traction battery, Battery Management System, and any other ESS-related replacement component	6 years, 300,000 miles
Emission Control System	complete exhaust system, including catalytic converter (if required), after treatment device, components identified as emission control devices	5 years, 100,000 miles

The ESS is warranted to remain within warrantable end of life during the warranty period. The ESS original specified energy storage capacity and warrantable end of life, as a percentage of the original specified energy capacity, must be clearly defined by the Contractor. Acceptable methods for measuring or obtaining ESS storage capacity with respect to its original specified capacity must be clearly identified by the manufacturer. The manufacturer will propose the test method, and certify the results are true and accurate. The test will be performed according to a documented test procedure. Participant may engage third-parties for capacity testing.

11.4. SUBSYSTEMS WARRANTY. The Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first.

- Brake system: Foundation brake components, including advancing mechanisms, as supplied with the axles, excluding friction surfaces.
- Destination signs: All destination sign equipment for the front, side and rear signs, power modules and operator control.
- Heating, ventilating: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- AC unit and compressor: Roof and/or rear main unit only, excluding floor heaters and front defroster.
- Door systems: Door operating actuators and linkages. ** Warranty of One Year/Unlimited Miles
- Air compressor.
- Air dryer. ** Warranty of One Year/Unlimited Miles
- Wheelchair lift and ramp system: Lift and/or ramp parts and mechanical only.

- Starter.
- Alternator: Alternator only. Does not include the drive system.
- Charge air cooler: Charge air cooler including core, tanks and including related surrounding framework and fittings.
- Fire suppression: Fire suppression system including tank and extinguishing agent dispensing system.
- Hydraulic systems: Including radiator fan drive and power steering as applicable.
- Propulsion cooling systems: Radiator including core, tanks and related framework, including surge tank. Transmission cooler.
- Power electronics: DC/DC converters, inverters, if supplied
- Passenger seating excluding upholstery.
- Fuel storage and delivery system.
- Surveillance system including cameras and video recorders.

Contractor warrants the following subsystems to be free from defects and related defects for at least two years or 100,000 miles, whichever comes first:

- Low voltage and high voltage electrical wiring and harnesses

11.5. SERIAL NUMBERS. Prior to final delivery of each bus, Contractor shall provide a complete electronic list of serialized units installed on each bus to facilitate warranty tracking. The list will include, but is not limited to the following:

- Engine
- Transmission or Traction Motor
- Alternator
- Starter
- Destination/Luminator (Major components)
- Drive axle and non-drive axle(s)
- DVR unit, supporting electronics (Monitors)
- Driver's seat
- Battery equalizer
- Radiator package
- Exhaust emission components
- A/C compressor and condenser/evaporator unit
- Power steering unit
- Fuel cylinders (if applicable)
- Air compressor
- Wheelchair ramp (if applicable)

Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list will be approved by Participant prior to delivery of the first production bus.

11.6. EXTENSION OF WARRANTY. If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials, or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, then the applicable warranty period shall be extended by the number of days equal to the delay period.

11.7. VOIDING OF WARRANTY. The warranty will not apply to the failure of any part or component of the bus that directly results from misuse, negligence, accident, or repairs not conducted in accordance with the Contractor-provided maintenance manuals and with workmanship performed by adequately trained personnel in accordance with recognized standards of the industry. The warranty will be void if Participant fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the Contractor's maintenance manuals and if that omission caused the part or component failure. Participant should maintain documentation, auditable by Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

11.8. EXCEPTIONS AND ADDITIONS TO WARRANTY. Warranties will not apply to the following items:

- scheduled maintenance items
- normal wear-out items, such as brake linings, filters, belts, and wiper blades
- items furnished by Participant

Should Participant require the use of a specific product and has rejected Contractor's request for an alternate product, then the standard supplier warranty for that product will be the only warranty provided to Participant. This product will not be eligible under "Fleet Defects," below.

11.9. PASS-THROUGH/SUPERIOR WARRANTY. If any vendor to the Contractor offers, at no additional cost, a warranty on a component that is longer or more comprehensive than the required warranties on this Contract, Contractor shall inform Participant of the additional warranty and pass it through to Participant at no additional cost.

Contractor shall state in writing that Participant's warranty reimbursements will not be impacted. Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, Contractor may request approval from Participant to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by Participant. Otherwise, Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of Contractor.

11.10. FLEET DEFECTS. "Fleet Defect" means cumulative failures of twenty five (25%) percent of the same components in the same or similar application in a minimum fleet size of twelve (12) or more buses where such items are covered by warranty. A Fleet Defect applies only to the base warranty period in for Complete Bus, Propulsion System, and Subsystems Warranty. When a Fleet Defect is declared, the remaining warranty period on that item/component is suspended. The warranty period does not resume until the Fleet Defect is corrected.

For the purpose of Fleet Defects, each order shall be treated as a separate bus fleet. In addition, if there is a change in a major component within the order, the buses containing the new major component will become a separate bus fleet for the purposes of determining Fleet Defects.

Contractor shall correct a Fleet Defect under the warranty provisions defined in Section 13 Repair Procedure. After correcting the Fleet Defect, Participant and Contractor shall mutually agree to and Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same Fleet Defect in all other buses and spare parts purchased under the order. Where the specific Fleet Defect is solely attributed to particular identifiable parts, the work program will include redesign and/or replacement of only the defectively designed and/or manufactured parts. In all other cases, the work program will include inspection and/or correction of all the buses in the fleet via a mutually agreed-to arrangement. Contractor shall update, as necessary, technical support information (parts, service and operator's manuals) due to changes resulting from warranty repairs. Participant may immediately declare a defect in design resulting in a safety hazard to be a Fleet Defect. Contractor shall be responsible to furnish, install and replace all defective units.

The Fleet Defect warranty provisions do not apply to Participant-supplied items, such as radios, fare collection equipment, communication systems, and tires. In addition, Fleet Defects do not apply to interior and exterior finishes, hoses, fittings, and fabric.

12. REPAIR PROCEDURE.

12.1. REPAIR PERFORMANCE. Contractor is responsible for all warranty-covered repair work, including diagnostics of warranty covered parts. To the extent practicable, Participant will allow Contractor or its designated representative to perform repair work. At its discretion, Participant may perform such repair work if it determines it needs to do so based on transit service or other requirements. Contractor shall reimburse Participant for any warranty-covered repair work it performs.

12.2. REPAIRS BY THE CONTRACTOR. Participant shall notify Contractor's designated representative within thirty (30) days if Participant detects a defect within the warranty periods defined in this Master Contract or the applicable Participant Order. Contractor or its designated representative shall, if requested, begin repair work on warranty-covered repairs within five (5) calendar days after receiving notification of a defect from Participant. Participant will make the bus available to complete repairs timely with the Contractor's repair schedule.

Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At Participant's option, Contractor may be required to remove the bus from Participant's property while repairs are made. If the bus is removed from Participant's property, then repair procedures must be diligently pursued by Contractor's representative.

12.3. REPAIRS BY PARTICIPANT. If Participant performs the warranty-covered repairs, then it must correct or repair the defect and any related defects utilizing parts supplied by Contractor specifically for this repair. At its discretion, Participant may use Contractor-specified parts available from its own stock if deemed in its best interests. Parts supplied by Contractor may be remanufactured but must have the same form, fit and function, and warranty. The parts will be shipped prepaid to Participant from any source selected by Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a handling charge.

12.4. DEFECTIVE COMPONENT RETURN. Contractor may request that parts covered by the warranty be returned to the manufacturing plant. Contractor will pay the freight costs for this action.

12.5. FAILURE ANALYSIS. Upon specific request of Participant, Contractor will provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports will be delivered within 60 days of the receipt of failed parts.

12.6. REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS. Contractor shall reimburse Participant for repair labor. The amount is determined by Participant for a qualified mechanic at a straight time wage rate per hour, which includes fringe benefits and overhead adjusted for Participant's most recently published rate in effect at the time the repair work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in Participant's service garage at the time the defect correction is made.

12.7. REIMBURSEMENT FOR PARTS. Contractor shall reimburse Participant for defective parts and for parts that must be replaced to correct the defect. The reimbursement will be at the current price at the time of repair and include taxes where applicable, plus fifteen (15) percent handling costs. Handling costs will not be paid if parts are supplied by Contractor and shipped to Participant.

12.8. REIMBURSEMENT REQUIREMENTS. Contractor shall respond to parts warranty claims with an accept/reject decision including necessary failure analysis no later than sixty (60) days after

Participant submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. Participant may dispute rejected claims or claims for which Contractor did not reimburse the full amount. Contractor and Participant will review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. Contractor and Participant will review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

12.9. WARRANTY AFTER REPLACEMENT/REPAIRS. If any component, unit, or subsystem is repaired, rebuilt, or replaced by Contractor or by Participant with the concurrence of Contractor, then the component, unit, or subsystem will have the unexpired warranty period of the original. Repairs will not be warranted if Contractor-provided or authorized parts are not used for the repair, unless Contractor has failed to respond within five days, in accordance with Section 13.2 Repairs by the Contractor.

If an item is declared to be a Fleet Defect, then the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the items shall have three (3) months or the remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period will begin on the repair/replacement date for corrected items on each bus if the repairs are completed by Contractor or on the date Contractor provides all parts to Participant if repairs are completed by Participant.

12.10. WARRANTY PROCESSING PROCEDURES. The following list represents information required by Contractor from the Participant for processing warranty claims. One failure per bus per claim is allowed.

- bus number and VIN
- total vehicle life mileage at time of repair
- date of failure/repair
- acceptance/in-service date
- Contractor part number and description
- component serial number
- description of failure
- all costs associated with each failure/repair (invoices may be required for third-party costs):
    - towing
    - road calls
    - labor
    - materials
    - parts
    - handling
    - troubleshooting time

The Participant's forms will be accepted by Contractor if all of the above information is included. Electronic submittal may be used if available between Contractor and Participant.

12.11. RETURN OF PARTS. When returning defective parts to Contractor, Participant will tag each part with the following:

- bus number and VIN
- claim number

- part number
- serial number (if available)

12.12. TIMEFRAME. Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from the date of repair.

13. QUALITY ASSURANCE

13.1. QUALITY ASSURANCE ORGANIZATION ESTABLISHMENT. Contractor shall establish and maintain an effective in-plant quality assurance organization.

13.2. QUALITY CONTROL. The quality assurance organization shall exercise quality control over all phases of production, from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

13.3. AUTHORITY AND RESPONSIBILITY. The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the transit buses.

13.4. MINIMUM FUNCTIONS. The quality assurance organization shall include the following minimum functions:

- Work instructions: The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

- Records maintenance: The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one year after inspections and tests are completed.

- Corrective action: The quality assurance organization shall detect and promptly ensure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in designs, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

13.5. BASIC STANDARDS AND FACILITIES. The following standards and facilities shall be basic in the quality assurance process:

- Configuration control: Contractor shall maintain drawings, assembly procedures and other documentation that completely describe a qualified bus that meets all of the options and special requirements of each Purchase Order. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings, procedures and documentation.

- Measuring and testing facilities: Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

- Production tooling as media of inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall

be proved for accuracy at formally established intervals and adjusted, replaced or repaired as required to maintain quality.

- Equipment use by resident inspectors: Contractor's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

13.6. MAINTENANCE OF CONTROL. Contractor shall maintain quality control of purchases:

- Supplier control: Contractor shall require each supplier to maintain a quality control program for the services and supplies that it provides. Contractor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- Purchasing data: Contractor shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on transit buses.

13.7. MANUFACTURING CONTROL. Contractor shall maintain quality control of production:

- Controlled conditions: Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment and special working environments if necessary.

- Completed items: A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.

- Nonconforming materials: The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation and disposition.

- Statistical techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate in the quality assurance processes.

- Inspection status: A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags or other normal quality control devices.

13.8. Inspection System. The quality assurance organization shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, Work in process and completed articles. At a minimum, it shall include the following controls:

- Inspection personnel: Sufficient trained inspectors shall be used to ensure that all materials, components and assemblies are inspected for conformance with the qualified bus design.

- Inspection records: Acceptance, rework or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing

configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by the Contractor or resident inspectors during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, assembly or bus from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures or other conditions that cause articles to be in nonconformity with the requirements of the Contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, then the Agency shall approve the modification, repair or method of correction to the extent that the Contract specifications are affected.

- Quality assurance audits: The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Agency.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with its operations under this Master Contract. Neither Enterprise Services nor any Participant has made any representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Participant's property resulting directly or indirectly from its acts or omissions under this Master Contract.

14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Participant and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Participants' negligence. Contractor shall take all steps needed to keep Participant's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION.

15.1. DISPUTE PROCEDURE. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

15.2. PERFORMANCE DURING DISPUTE. Unless otherwise directed by Enterprise Services, Contractor shall continue performance under this Master Contract while matters in dispute are being resolved.

16. SUSPENSION & TERMINATION.

16.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. In such case, the notice of suspension will state the time period in which cure is permitted and other appropriate conditions. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Participants survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Participants replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participant be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

(b) TERMINATION FOR CHANGE OF AUTHORITY. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, federal procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract as a State Cooperative Purchasing Schedule under applicable federal law; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

(c) TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participant from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participant shall have any obligation or liability to Contractor.

16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Participants all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Participants shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. FTA ROLE IN DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

17.1. FTA INTEREST. The U.S. Federal Transit Administration ("FTA") has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the award, this Master Contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation. Accordingly, FTA shall have the right to concur in such any settlement or compromise.

17.2. NOTIFICATION TO FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Enterprise Services and Participant promptly shall notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which Enterprise Services and Participant are located.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the award, this Master Contract, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

3. If Enterprise Services or Participant have credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of Enterprise Services or Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, Enterprise Services and Participant promptly shall notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Enterprise Services and Participant are located.

17.3. FEDERAL INTEREST IN RECOVERY. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for this Master Contract.

18. GENERAL PROVISIONS.

18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

18.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

18.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.

18.7. ASSIGNMENT. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

18.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. The Purchase Order and all related documents are subject to the public disclosure requirements of the Participant's jurisdiction.

18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, or any applicable Participant any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Transit Buses provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

18.11. FEDERAL FUNDS. To the extent that any Participant uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Participant shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

18.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

18.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

18.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, performance, and enforcement of Purchase Orders shall be governed by and construed in accordance with the laws of the Participant's jurisdiction.

18.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia,

Washington. In the event that any action is brought to enforce any provision of a Purchase Order, the parties agree to submit to exclusive jurisdiction and venue in the Participant's jurisdiction.

18.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

18.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

18.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties and any applicable Participant shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

18.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

18.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

18.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: _____
Elena McGrew
Its: Enterprise Procurement Manager

GILLIG LLC
a California company

By: _____
William F Fay, Jr.
Its: Vice President Sales

Included Transit Buses

Contractor is authorized to sell Heavy Duty Transit Buses in the categories awarded, including applicable accessories, components, subsystems, and replacement parts necessary for operation of the transit buses for its operational life. Transit buses offered under this Master Contract will comply with the specifications listed in the attached specification document.

[attached as a separate document]

Exhibit B

Prices for Heavy Duty Transit Buses

Prices for Heavy Duty Transit Buses as listed in the attached Heavy Duty Price Sheet.

[attached as a separate document]

Exhibit C

Insurance Requirements

1. **INSURANCE OBLIGATION**. During the Term of this Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury and property damage, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits to statutory limits, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident/bodily injury by disease; $1,000,000 policy limit/Bodily injury by disease; and $1,000,000 each employee.

    c. PRODUCTS-COMPLETED OPERATIONS LIABILITY INSURANCE. Products-completed operations liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate for a period of five (5) years after acceptance of the last bus delivered under this Contract. Products Liability coverage may be effected through one or more excess liability policies.

    d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than $2,000,000.

    e. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE. Professional liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence, $4,000,000 general annual aggregate.

    f. UMBRELLA INSURANCE. Umbrella coverage in the sum of $_____ shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Employers' Liability, Products-Completed Operations Liability, Automobile Liability, and Professional Liability.

    Claims Made Policies (applicable only to professional liability). If any of the required policies provide claims-made coverage:

    1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work

    2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Except for Workers' Compensation, Commercial Automobile Liability, and Professional Liability (Errors and Omissions), all required insurance shall include the State of Washington (and its agents, officers, and employees) and the applicable Participant as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Participant. All insurance or self-insurance of the State of Washington and/or Participants shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies will all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Participant for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Exhibit D

Federal Transit Administration Clauses

1.1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

(a) Participant and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Participant, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(b) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD.

(a) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

(b) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

(c) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3. ACCESS TO THIRD PARTY CONTRACT RECORDS.

(a) Where the Participant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Participant, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his

authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where the Participant is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Participant, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(c) Where the Participant enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Participant, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Participant which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Participant, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(e) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(f) Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Participant, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g) FTA does not require the inclusion of these requirements in subcontracts.

1.4. CHANGES TO FEDERAL REQUIREMENTS. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Participant and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

1.5. TERMINATION. See Section 16 Suspension & Termination and Section 18.13 Waiver.

1.6. CIVIL RIGHTS.

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.7. DISADVANTAGED BUSINESS ENTERPRISES. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No

preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 C.F.R. § 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

1.8. ADA ACCESS. Contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this Contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

Contractor must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38.

1.9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.10. DEBARMENT AND SUSPENSION. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Enterprise Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Enterprise Services, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.11. BUY AMERICA. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have at least a 65 percent

domestic stock content for rolling stock procurements with the first vehicle scheduled for delivery in fiscal years 2018 and 2019 and at least 70 percent domestic content for rolling stock procurements with the first vehicle scheduled for delivery in 2020 or thereafter.

Contractor must submit to Participants the appropriate Buy America Certification with all offers on FTA-funded contracts, except those subject to a general waiver. Proposals that are not accompanied by a properly completed Bus America certification are subject to the provisions of 49 CFR 661.13 and will be rejected as nonresponsive.

Pursuant to Appendix A to §661.7(b), a general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data.

1.12. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION. See Section 15.

1.13. LOBBYING. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]. Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.14. CLEAN AIR. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15. CLEAN WATER. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Participant and understands and agrees that the Participant will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16. CARGO PREFERENCE - Use of United States-Flag Vessels. Contractor agrees to:

(a) Use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant

to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

(c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.17. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.18. BUS TESTING. Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. A 5318(e) and FTA's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report publicly available prior to final acceptance of the first vehicle by the recipient.

1.19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS. Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance. Contractor shall submit manufacturer's FMVSS self-certification, Federal Motor Bus Safety Standards, that the bus complies with relevant FMVSS or manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

1.20. FLY AMERICA. Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the

Department of Labor regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The Participant will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Exhibit E

Federal Transit Administration Certifications

[attached as a separate document from Solicitation Exhibit A-3]

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06719-01
Gillig LLC 451 Discovery Dr Livermore, CA 94551	Amendment No.:	3
	Effective Date:	April 1, 2023

THIRD AMENDMENT
TO
STATEWIDE CONTRACT NO. 06719-01
TRANSIT BUSES

This Third Amendment ("Amendment") to Contract No. 06719-01 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Gillig LLC., a California limited liability company ("Contractor") and is dated as of April 1, 2023.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06719-01 for Transit Buses dated effective as of April 1, 2021 ("Contract").

B. The Parties previously amended the Contract:

   a. by instrument titled First Amendment (dated June 1, 2022) to make an economic price adjustment of 11.78%.

   b. by instrument titled Second Amendment (dated February 1, 2023) to add goods and services for the Allison eGen Flex Hybrid.

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. CONTRACT TERM. Pursuant to Section 1 Term of the Contract, this Contract has been extended for an addition twelve (12) months, this extension term is until March 31, 2024.

2. ECONOMIC PRICE ADJUSTMENT. Section 3.4 of the contract is deleted in its entirety and replaced with the following:
   ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be

adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Index is the Producer Price Index for Truck and Bus Bodies, Series No. WPU 1413, published by the United States Department of Labor, Bureau of Labor Statistics, or if such Index is no longer in use, then such replacement that is most comparable to the Index as may be designated by the Bureau of Labor Statistics, or as agreed by the parties. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of February each year. Prices shall be adjusted on April 1st. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
New Price = Old Price x (Current Period Index/Base Period Index).

3. ECONOMIC PRICE ADJUSTMENT. Pursuant to Section 3.4 of the Master Contract Economic Price Adjustment using the Bureau of Labor Statistics Index for Truck and Bus Bodies, Series No. WPU 1413 to determine a price change, the prices set forth in the Exhibit B – Prices are increased by 15.00%.

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

GILLIG LLC A CALIFORNIA LIMITED LIABILITY COMPANY	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES
By:	By: Kelli Carmony
Name: WILLIAM F. FAY, JR.	Name: Kelli Carmony
Title: VICE PRESIDENT SALES	Title: Procurement Supervisor
Date: MARCH 20, 2023	Date: 3/22/23

SUBJECT: Resolution Authorizing Execution and Agreement of FY2024 Transit Downstate Operating Grant Agreement with the Illinois Department of Transportation

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
IDOT Agreement	Backup Material

OFFICE OF THE CITY MANAGER

July 17, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution and Agreement of FY2024 Transit Downstate Operating Grant Agreement with Illinois Department of Transportation.

RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND: The City of Decatur applies to the Illinois Department of Transportation each year for a Transit Operating Assistance Agreement to assist with funding the operations of public transportation. The Transit Operating Assistance Agreement provides 65% reimbursement to the City of Decatur for operational expenses. The agreement amount to the City of Decatur is up to $13,379,000.00 with the City of Decatur responsible for providing 35% matching funds. Currently, the City of Decatur utilizes the 5307 Federal Transportation Administration (FTA) funds as 35% match for public transit operations.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the execution and agreement of State FY2024 Transit Downstate Operating Grant Agreement with IDOT.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AGREEMENT OF FY2024 TRANSIT DOWNSTATE OPERATING GRANT AGREEMENT WITH ILLINOIS DEPARMENT OF TRANSPORTATION

WHEREAS, the provision of public transportaion service is essential to the people of Illinois; and,

WHEREAS, the Downstate Public Transportation Act (30 ILCs740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operationf of public transportation systems; and,

WHEREAS, Grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necesarry to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the City of Decatur, Illinois enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement if necessary, for State fiscal year 2024 in order to obtain grant assistance under the provision of the Act.

Section 2. That the City Manager or Designee of the City of Decatur, Illinos is hereby authorized and directed to sign and execute the Agreement of its amendment(s) on behalf of the City of Decatur, Illinois for such asssitance for fiscal year 2024.

Section 3. That the transit staff of the City of Decatur, Illinos is authorized to to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2024.

Section 4. That while participating in said operating assistance program the City of Decatur, Illinois shall provide all required matching funds.

PRESENTED AND ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

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Agreement No. OP-24-47-IL

Illinois Department of Transportation

Intergovernmental Agreement

City of Decatur
PARTICIPANT Name

1 Gary K. Anderson Plaza	Decatur	Illinois	62523
Address	City	State	Zip Code
Remittance Address (if different from above)	City	State	Zip Code

(217) 450-2323	HCL3MP6L8XV5	376001308
Phone	UEI	FEIN/TIN

Brief Description of Service (full description specified in Part 4):

Provision of public transportation service for communities within Illinois

Compensation Method (full details specified in Part 4):

Cost reimbursement

Total Compensation Amount:
$13,379,000.00

Advance Pay
☒ Yes

Agreement Term

7/1/2023	6/30/2024
Start Date	Expiration Date

REQUIRED SIGNATURES

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE **PARTICIPANT:**

Signature _____ Date _____

Jon Kindseth
Name

Deputy City Manager/Authorized Representative
Title

☐ Check if under $250,000. If under $250,000 the Secretary's signature may be delegated.

FOR THE **DEPARTMENT:**

Omer Osman, Secretary of Transportation _____ Date _____

By Jason Osborn, Director OIPI _____ Date _____

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INTERGOVERNMENTAL
AGREEMENT FOR

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

City of Decatur
Legal Name

1 Gary K. Anderson Plaza
Address

Jon Kindseth
Attention

jkindseth@decaturil.gov
Email

376001308
Taxpayer Identification Number

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Appendix 1	Opinion of Counsel
Appendix 2	Board Resolution
Appendix 3	Budget

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Part 1
SCOPE / COMPENSATION / TERM

A. **Scope of Services and Responsibilities -**The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.

B. **Compensation –** Compensation (if any) shall be as specified in Part 4.

C. **Term of Agreement -** This Agreement will start 7/1/2023 and will expire on 6/30/2024

D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.

E. **Renewal** This Agreement may not be renewed.

F. **SAM Registration; Nature of Entity**. Under penalties of perjury, City of Decatur certifies that HCL3MP6L8XV5 is Participant's correct UEI, if applicable, that 376001308 is Participant's correct FEIN or Social Security Number, and that Participant has an active State registration and SAM registration. Participant is doing business as a Governmental Unit.

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Part 2 GENERAL PROVISIONS

A. **Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.

B. **Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

C. **Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. **Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

E. **Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the PARTICIPANT or any Service Board.

PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.

F. **Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.

G. **Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds “State Funds” 30 ILCS 500. In the absence of formal procedures

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of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The PARTICIPANT shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

H. **Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

I. **Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

J. **Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

K. **Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

L. **Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

M. **Dispute Resolution** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT'S administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions and disputes shall be final and conclusive.

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PART 3 SPECIFIC PROVISIONS

A. **Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT'S grants management system as a pay request, or through summary reports of budget actuals.

B. **Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than ***August 1st*** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.

C. **Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.

D. **Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.

E. **Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data and records used in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the PARTICIPANT.

F. **Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.

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G. **Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. **Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

J. **Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. **Equal Employment Practice**

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

   In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

   During the performance of this contract, the PARTICIPANT agrees as follows:

   a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;

   b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

   c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

   d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT'S, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PARTICIPANT'S, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT'S, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its

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obligations thereunder;

e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;

g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

2. The PARTICIPANT must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.

L. **Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. **Tax Identification Number** PARTICIPANT certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and

2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and

3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.

N. **International Boycott** The PARTICIPANT certifies that neither PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

O. **Forced Labor** The PARTICIPANT certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. **Ethics**

1. Code of Conduct:

a. Personal Conflict of Interest – The PARTICIPANT shall maintain a written code or standard of conduct that shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the PARTICIPANT may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

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i. the employee, officer, board member, or agent;

ii. any member of his or her immediate family;

iii. his or her partner; or

iv. an organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that PARTICIPANT's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The DEPARTMENT may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

b. Organizational Conflict of Interest – The PARTICIPANT will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or PARTICIPANT or impair the objectivity in performing the contract work.

2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Q. DRUG FREE WORKPLACE PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq*.) which mandates no participant or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the Agreement, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

PARTICIPANT certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement:

   a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.

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c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
   i. abide by the terms of the statement; and
   ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

   a. the dangers of drug abuse in the workplace;
   b. the PARTICIPANT's policy of maintaining a drug free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance programs; and
   d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.

4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

R. **Equipment** The DEPARTMENT and the PARTICIPANT agree to the following:

1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;

2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/ Responsibilities) during the period of performance or the equipment's entire useful life;

3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;

4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and

5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least $100, and used solely in PARTICIPANT's performance under this Agreement.

S. **PARTICIPANT'S Warranties** PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this Agreement, PARTICIPANT will deliver to the DEPARTMENT:

1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
   a. the PARTICIPANT is lawfully organized;
   b. the PARTICIPANT is an eligible “participant” as defined in the Downstate Public Transportation Act (30 ILCS 740) (the “Act”);
   c. the PARTICIPANT is legally authorized to enter into this Agreement; and
   d. this Agreement will be legally binding on the PARTICIPANT.

2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT’s governing body that

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authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

T. **Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

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PART 4
SCOPE OF SERVICE/RESPONSIBILITIES

A. **Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

B. **Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2024, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2024, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the PARTICIPANT from any other state or local agency for fiscal year 2024 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of $13,379,000.00 , subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2024 exceed PARTICIPANTs actual operating deficit for that year, PARTICIPANT agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

PARTICIPANT agrees to commit the necessary local funding to cover costs incurred in providing public transportation that are not reimbursed under this Agreement or by other federal, state or local assistance programs.

C. **Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTs shall have the flexibility to request:

1. Monthly advances based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

PARTICIPANT agrees that payment shall not constitute a final determination by the DEPARTMENT of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The DEPARTMENT reserves the right to offset any payment to satisfy any monetary claims that the DEPARTMENT may have outstanding against PARTICIPANT.

D. **Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than $10,000;
7. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the DEPARTMENT under its capital grant program) associated with capital projects that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
13. any other expenditure that an independent auditor retained by the PARTICIPANT's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

E. **Ineligible operating expenses** Ineligible operating expenses include, but are not limited to, the following:

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

F. **PARTICIPANT'S Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.

G. **Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

Payment issues, audit issues or any other matters pertaining to the Agreement may not be subsequently raised and are forever settled upon Project closeout.

H. **School Bus Operations** Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois.

I. **Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

J. **Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid

from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

K. **Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.

Public Works

DATE: 7/7/2023

MEMO: 2023-65

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory – 3370 Burt Drive

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory at 3370 Burt Drive be approved.

BACKGROUND:
The subject property is being annexed for connection to city water.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3370 Burt Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3370 BURT DRIVE

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Britt A. Brown, Trustee of the Lincoln Land Illinois Land Trust No. 5675, requesting that there be annexed to the City territory described as:

LOT 3 OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-05-301-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - NOT OCCUPIED

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3370 Burt Drive, and legally described as follows:

LOT 3 OF WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300, PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_04-12-05-301-003_

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
X	TRUSTEE BRITT A. BROWN, TRUSTEE	234 S FRANKLIN ST DECATUR IL
X	BRITT A. BROWN, ATTY	234 S FRANKLIN ST DECATUR IL

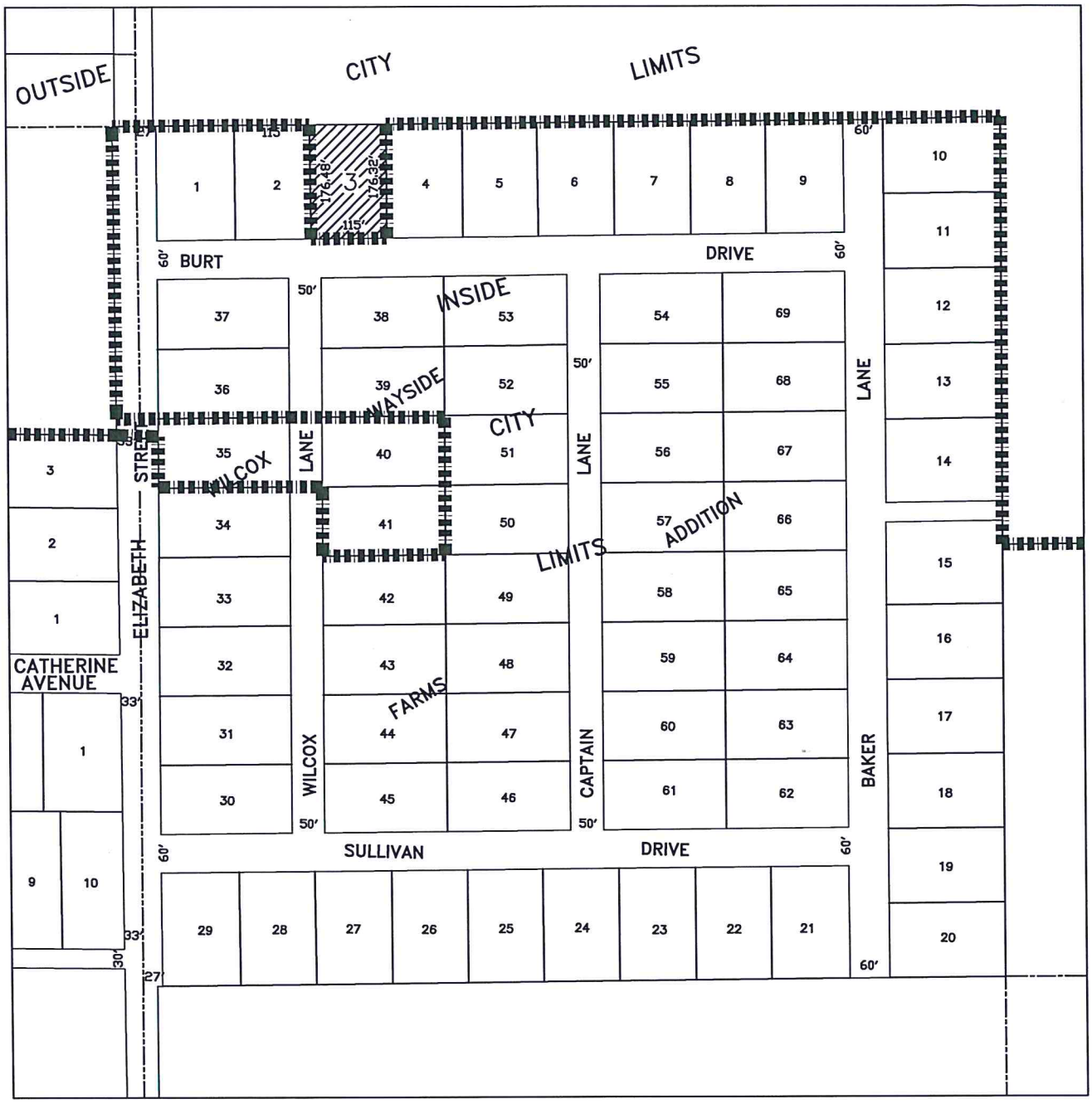
Signed and sworn to before me 22 day of JUNE, 2023

BARBARA J. UHLER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Jul 07, 2025

Barbara J. Uhler
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Voluntary\3370 Burt Drive\3370 Burt Dr Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3370 BURT DRIVE

indicates territory annexed

indicates existing corporate limits

0.466± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

DECATUR township

N.T.S.

All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

MATTHEW C. NEWELL 062.048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

7-6-23

CITY ENGINEER – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062–048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Public Works

DATE: 7/7/2023

MEMO: 2023-66

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Public Works Director

SUBJECT:
Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance

SUMMARY RECOMMENDATION:
It is recommended by staff that the City Council approve the attached resolution appropriating $1,090,000.00, in State Motor Fuel Tax (MFT) funds dedicated to general street maintenance, and that the Mayor be authorized to sign said resolution, and the City Clerk to attest. Items covered by this allocation specifically include:

- Reimbursing the General Fund for annual traffic signal maintenance costs ($550,000),
- Providing concrete for street maintenance work performed by City forces ($20,000),
- Purchasing road salt to support the City's winter maintenance operations ($300,000),
- Providing asphalt for street maintenance work performed by City forces ($20,000),
- Traffic signal cabinet maintenance ($200,000).

BACKGROUND:
Traffic Signal Maintenance
For many years, the City has allocated State MFT funds to reimburse the General Fund for the traffic signal maintenance operations performed by the Public Works Department. The funds cover the salary and benefits of two City Electricians, the costs for their vehicles, materials used, traffic signal electricity costs, and contracted services. The Illinois Department of Transportation and Macon County Highway Department reimburse the City for a portion of the maintenance work, materials, and electricity costs incurred for maintaining traffic signals located on State and County highways in the City. These reimbursements are deposited into the City's State MFT fund. The amount of the transfer was determined by the Finance Department and approved by the City Council during the 2023 budget process.

Concrete for Street Maintenance
In 2013, the City began allocating State MFT funds to provide concrete for street maintenance work performed by City staff with the Public Works Department. Historically, City crews can perform concrete repairs at a lower cost than can be obtained by contracting out similar work. Increasing the materials available for concrete repair work improves the ability of the City to maintain its street system and stretch its limited funds further.

Road Salt
The City purchases road salt to help clear ice from the streets during winter snow and ice operations. Salt purchases are made through the State bidding process conducted by the Illinois Department of Central Management Services (CMS). In the spring of each year, the City must place an order with CMS before bids are received. Prior to 2014, the City purchased road salt from the General Operating Fund; however, due to ongoing budget difficulties, the State MFT allocation was increased to include funding to purchase road salt. This year's salt purchase was budgeted at $300,000 in the 2023 Capital Improvement Plan.

Asphalt
Starting in 2018, the City began purchasing asphalt using State MFT funds to augment the street maintenance funds allocated in the General Fund. As the City's overall street conditions decline, the amount the City expends for pothole repairs will continue to increase.

Traffic Signal Improvements
Starting in 2020, the City began budgeting for traffic signal controllers to upgrade City owned traffic signal controllers and provide spare parts to decrease the downtime due to accident or failure. Most of the City's traffic signal cabinets are 15-20 years old and are in need of replacement. This year it was budgeted to purchase 11 cabinets and controllers for downtown.

PRIOR COUNCIL ACTION:
Each year the City Council appropriates State Motor Fuel Tax (MFT) funds for general street maintenance operations.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, P.E., Public Works Director. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: State MFT funds allocated by this resolution are $1,090,000.00 and are

expended through the year in support of the identified operations.

Staffing Impact: Staffing time is allocated for these operations.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance	Resolution Letter

RESOLUTION NO. _____

RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR LOCAL PUBLIC AGENCY GENERAL MAINTENANCE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That there is hereby appropriated the sum of $1,090,000.00 of Motor Fuel Tax funds for the purpose of traffic signal maintenance, the purchase of concrete for street maintenance, the purchase of road salt, the purchase of asphalt for street maintenance, and traffic signal cabinet maintenance for the City of Decatur, Illinois, from January 1, 2023, to December 31, 2023.

Section 2. That traffic signal maintenance, the purchase of concrete for street maintenance, the purchase of road salt, the purchase of asphalt for street maintenance, traffic signal cabinet maintenance and operations as listed and described on the Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

Section 3. That the Clerk shall, as soon as three (3) months after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Mayor shall execute, and the Clerk shall immediately transmit two certified copies of original BLR 14222 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
(City, Town or Village)

of Decatur , County of Macon

hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on July 17th, 2023
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of July, 2023 .

(SEAL) _____ City Clerk
(City, Town or Village)

Approved

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type

District: 7

Estimate of Cost For: Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
City of Decatur	Macon	23-00000-00-GM	01/01/23	12/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Traffic			Traffic Signal Maintenance					$550,000.00
Traffic			Traffic Controller Cabinets					$200,000.00
Streets			Concrete					$20,000.00
Streets			Asphalt					$20,000.00
Streets			Salt					$300,000.00
							Total Operation Cost	$1,090,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	$230,000.00			$230,000.00
Local Public Agency Equipment	$120,000.00			$120,000.00
Materials/Contracts(Non Bid Items)	$240,000.00			$240,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	$500,000.00			$500,000.00
Maintenance Total	$1,090,000.00			$1,090,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	$1,090,000.00			$1,090,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period Beginning	Ending
City of Decatur	Macon	23-00000-00-GM	01/01/23	12/31/23

IDOT Department Use Only

Received Location	Received Date	Additional Location?
		☐

WMFT Entry By	Entry Date

Exhibit A

SUBJECT: Resolution Authorizing Supplement #1 to the Professional Services Agreement with Alfred Benesch & Company for the Comprehensive Operations Analysis Project City Project DPTS 2022-05

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Supplement #1	Backup Material
Cost Breakdown	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

July 17th, 2023

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Supplement #1 to the Professional Services Agreement with Alfred Benesch & Co. for the Comprehensive Operations Analysis Project DPTS 2022-05.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to the following item:

1. City Resolution authorizing Supplement #1 to the professional services agreement between the City of Decatur and Alfred Benesch & Co. to perform the Comprehensive Operations Analysis (bus route study) project. The supplemental fee is $13,759.00 for a total project fee of $203,570.00 with the entirety of the project being reimbursed by State (IDOT) and Federal (FTA) funds.

BACKGROUND: Transportation Services was awarded IDOT planning grant to undertake a Comprehensive Operations Analysis (COA), known internally as the route study. The purpose of the COA is to examine and evaluate the transit system to determine where improvements can be made to make our transit operations more effective and efficient across the network.

The COA will analyze our operations data, rider input, staff input, community and stakeholder needs to draft recommendations on how and where our resources should be intensified, reallocated, or discontinued. This will include recommendations on a new fixed-route bus system that incorporates microtransit operations.

The current contract value for Alfred Benesch & Co. is $189,811.00. The reason for the fee increase includes the following:

1. Subcontracting with Urban Transportation Associates, Inc to lease and install Automatic Passenger Counters (APC) on the DPTS fleet.
2. APC Data Transfer
3. Collect and analyze the real-time stop level data over 8 weeks.
4. Project Support including reference file setup, samplings, deployments.

INPUT FROM OTHER SOURCES: City staff.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUPPLEMENT #1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESCH 7 COMPANY FOR THE COMPREHENSIVE OPERATIONS ANALYSIS PROJECT CITY PROJECT DPTS 2022-05

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That Supplement #1 to the Professional Services Agreement between Alfred Benesch & Company and the City of Decatur, Illinois, for the Automatic Passenger Counters for the Comprehensive Operations Analysis be authorized in the amount not to exceed $13,759.00.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Supplement #1 to the Professional Services Agreement between the City of Decatur, Illinois, and Alfred Benesch & Company.

Section 3. That the changes in the above-described agreements are germane to said agreement, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

PRESENTED and ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

SUPPLEMENT 1

Date: 06/23/2023 Project: Comprehensive Operation Analysis Study
Request No. 1 ☐ Final Project Number: DPTS 2022/23-05
Consulting Engineer: Alfred Benesch & Company
Address: 35 W Wacker Dr, Suite 3300
Chicago, IL 60601-1739

I recommend that an ☒ addition ☐ deduction of $ 13,759.00 be made to the above contract.

I recommend that an extension of _____ days be made to the above contract completion date.
The revised completion date is now _____ .

Amount of original contract	$	189,811.00
Amount of current change order	$	13,759.00
	$	
Amount of adjusted/final contract	$	203,570.00

☒ addition
Total net ☐ deduction to date $ 13,759.00 which is 7.0 % of Contract Price

State fully the nature and reason for the change order See Detailed Additional Scope of Services attached

When the net increase or decrease in the cost of the contract is $10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☒	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☒	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☒	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Approved _____ Mayor
_____ Date

Attested _____ City Clerk
_____ Date

Approved _____ Alfred Benesch & Company
_____ Date

Urban Transportation Associates, Inc.
4240 Airport Road Suite 212, Cincinnati Ohio 45226. Tel (513) 961 0099 Fax (513) 961 0132

Decatur, Ill (Decatur Public Transit System)
APC Lease Cost Summary - Two (2) Months
Qty=4 Vehicles – UTA StandAlone Configuration

Revised: 6/02/23

Item	Total Project Cost
A. APC Equipment Bus - Qty=4 Two (2) Door Bus: $ 1,250/bus	**$ 5,000**
B. APC Data Transfer (Cellular) (2mo)(4veh)($8/mo/veh)	**64**
C. APC Installation Bus: (6hrs/bus)($95/hr)(4buses) Travel: (1rtrip)($550/rtrip) Living: (1tech)(3days)($ 295/day)	**3,715**
D. Project Support 1. Reference File Setup (8hrs)($85/hr) (4hrs)($125/hr) 2. Sampling Status/Deployment Plans (20hrs)($95/hr) 3. Analytic Report Generation (20hrs)($95/hr)	**4,980**
Project Total	**$ 13,759**

Notes:

1. Additional Months of Lease: $ 1,450/mo

City Clerk

DATE: 7/7/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic

SUMMARY RECOMMENDATION: Council is asked to pass the attached Resolution regarding the temporary closing of state rights-of-way for the 34th annual Shoreline Classic. Construction on the William Street Bridge over Lake Decatur will interfere with this year's event.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2023-__

RESOLUTION REGARDING TEMPORARY
CLOSING OF STATE RIGHTS-OF-WAY COMMUNITY EVENTS
-SHORELINE CLASSIC-

WHEREAS, the City of Decatur is sponsoring a road race, in the City of Decatur which constitute a public purpose; and,

WHEREAS, this road race will require the temporary closure of one east bound lane on U.S. Route 36, a State Highway in the City of Decatur from Country Club Road to Nelson Boulevard; and,

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Decatur that permission to close off one east bound lane on U.S. Route 36, a State Highway in the City of Decatur from Country Club Road to Nelson Boulevard as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 7:00 a.m. and 10:30 a.m. on October 1, 2023.

BE IT FURTHER RESOLVED, that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway.

BE IT FURTHER RESOLVED, that the City of Decatur assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Decatur be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Decatur prior to reopening the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Decatur as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Decatur.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Decatur shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Decatur regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the City of Decatur shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of $1,000,000 per person and $2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

PRESENTED, ADOPTED and APPROVED by the Council of the City of Decatur this 17th day of July, 2023.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

CITY CLERK

City Clerk

DATE: 7/11/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2023

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for an event sponsored by the Decatur Area Arts Council - Arts in Central Park 2023.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2023-_____

ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR IN CENTRAL PARK -DECATUR AREA ARTS COUNCIL- -ARTS IN CENTRAL PARK 2023-

WHEREAS, the Decatur Area Arts Council has planned its "Arts In Central Park 2023" event, for the following dates in Central Park, Friday, September 15, 2023 (Preview Party), Saturday, September 16, 2023 and Sunday, September 17, 2023; and,

WHEREAS, it is the intention of the Decatur Area Arts Council to serve wine to its patrons age 21 and older for consumption at the preview party on Friday, September 15, 2023 and to offer alcoholic beverages for sale to its patrons 21 and older for consumption on Saturday, September 16, 2023 and Sunday, September 17, 2023; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That on the days listed herein, and only on such days, between the hours listed opposite each, alcoholic beverages may be consumed in Central Park located in downtown Decatur, said days and hours being particularly described as follows:

Friday, September 15, 2023	5:00 p.m. - 7:00 p.m.
Saturday, September 16, 2023	10:00 a.m. - 5:00 p.m.
Sunday, September 17, 2023	10:00 a.m. - 5:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Arts Council providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Area Arts Council.

Section 5. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

City Clerk

DATE: 7/12/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America.

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor on public rights-of-way, 2200 Block of East Hickory Street, for Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United State of America for Elk's Appreciation Day on Saturday, August 12, 2023 and Elk's Car Show on Saturday, October 7, 2023.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2023-_____

ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY 2200 BLOCK EAST HICKORY STREET BETWEEN NORTH 22nd STREET AND NORTH 23rd STREET DECATUR LODGE #401 OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS OF THE UNITED STATES OF AMERICA

WHEREAS, Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America has requested the closure of the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street for Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America on the following dates and times:

Saturday August 12th, 2023	11:00 a.m. to 7:00 p.m.	Elk's Appreciation Day
Saturday, October 7th, 2023	11:00 a.m. to 5:00 p.m.	Elk's Car Show

WHEREAS, it is the intention of Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America to offer alcoholic beverages for sale to patrons for consumption at these events; and,

WHEREAS, such consumption of alcoholic liquor in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street requires the express approval of the City Council.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That on the days listed herein, and only on such days, between the hours listed opposite said days, alcoholic beverages may be consumed in the 2200 Block of East Hickory Street between North 22nd Street and North 23rd Street, said days and hours being particularly described as follows:

Saturday August 12th, 2023	11:00 a.m. to 7:00 p.m.	Elk's Appreciation Day
Saturday, October 7th, 2023	11:00 a.m. to 5:00 p.m.	Elk's Car Show

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending these events and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 17th day of July, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of June 8, 2023	Backup Material

MINUTES OF THE MEETING

OF THE

DECATUR CITY PLAN COMMISSION

Thursday, June 8, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 8, 2023, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck

Members Absent:

Staff Present: Joselyn Stewart, Kasey Wright, Amy Waks, Deanna Buck, Devan Jones (Summer Intern)

II. Approval of Minutes of the March 2, 2023, City Plan Commission Meeting

It was moved and seconded (Schwartz/Naber) to approve the minutes of the March 2, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-05 Petition of CORDARYL PATRICK, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) including but not limited to Section II. Definitions to amend Personal Services to include tattoo and body piercing parlors.

It was moved and seconded (Taylor/Naber) to forward Case No. 23-05 to the City Council with a recommendation of approval as set forth in the staff report.

Cordaryl "Pat" Patrick the petitioner explained the need for the Tattoo and Body Piercing Parlors in the zoning districts where personal service uses are allowed by permitted use which include the Office District, all Business Districts, and all Industrial Districts.

Upon call of the roll, Commission members Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

VI. Adjournment

There being no further business, it was moved and seconded (Schwarz/Webber) to adjourn the meeting.

Upon call of the roll, Commission Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck voted aye.

Chairman Peck declared the meeting adjourned at 3:07 P.M.

James Schwartz, Secretary, Decatur City Plan Commission

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-08

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 17, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of eight (8) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1596 W. Center	**989 W. Cerro Gordo**	**1572 N. Church**
1363 N. Gulick	**567 S. Jackson**	**851 E. Lawrence**
720 N. Edward	**701 W. Olive**	

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 17th day of July, 2023.

_____
Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo July 17, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Center, 1596 W. This property was posted as Unfit for Human Habitation in November 2022. exterior of house has numerous violations that need brought up to minimum code. Roof is in a state of disrepair, porch portion of the roof is caving in, another part doesn't have shingles, another part has a ripped tarp, paint on siding is peeling all around the house, one accessory structure is not in good repair, and there is at least one broken window.

Cerro Gordo, 989 W. This property was posted as Unfit for Human Habitation in July 2022. Property is not sanitary and needs entire lot thoroughly cleaned; gutters are not secure in all areas; porch damaged; vehicle needs removed; walls and fence in disrepair.

Church, 1572 N. This property was posted as Unfit for Human Habitation in July 2020. House is unfit for human habitation, interior only has walkways around rubbish throughout, no smoke detectors, front door not usable, exterior has gutters missing, paint peeling, siding missing pieces, roof needs to be repaired or replaced. House does not meet minimum code for human habitation.

Gulick, 1363 N. This property was posted as Unfit for Human Habitation in April 2023. House is unfit for human habitation. House has numerous interior and exterior violations that need to be brought to minimum code. inside of structure unsafe due to water damage.

Jackson, 567 S. This property was posted as Unfit for Human Habitation in December 2022. Substantial fire damage to property. Multiple burn marks around exterior of property and multiple large holes in roof.

Lawrence, 851 E. This property was posted as Unfit for Human Habitation in April 2023. House has suffered from extreme fire damage rendering the home unlivable. Roof has been compromised, entire inside of home has been torched from the fire.

Edward, 720 N. This property was posted as Unfit for Human Habitation in February 2023. Roof is missing for majority of the building; vehicles in state of major disrepair all around exterior of property; windows boarded up; lands not kept sanitary/clean.

Olive. 701 W. This property was posted as Unfit for Human Habitation in May 2023. House has numerous interior and exterior violations that need to be brought to minimum code.

City Clerk

DATE: 7/11/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of James Oliver, Jr. to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

James Oliver, Jr.	City Plan Commission	4/30/2026

DATED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING APPOINTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 17th day of July 2023.

_____
Julie Moore Wolfe, Mayor

City Clerk

DATE: 7/12/2023

MEMO: 2023-07

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, June, 2023

ATTACHMENTS:

Description	Type
Economic & Community Development, June, 2023	Backup Material
Fire, June, 2023	Backup Material
IT, June, 2023	Backup Material
Police, June, 2023	Backup Material
Public Works, June 2023	Backup Material
Transit, June, 2023	Backup Material

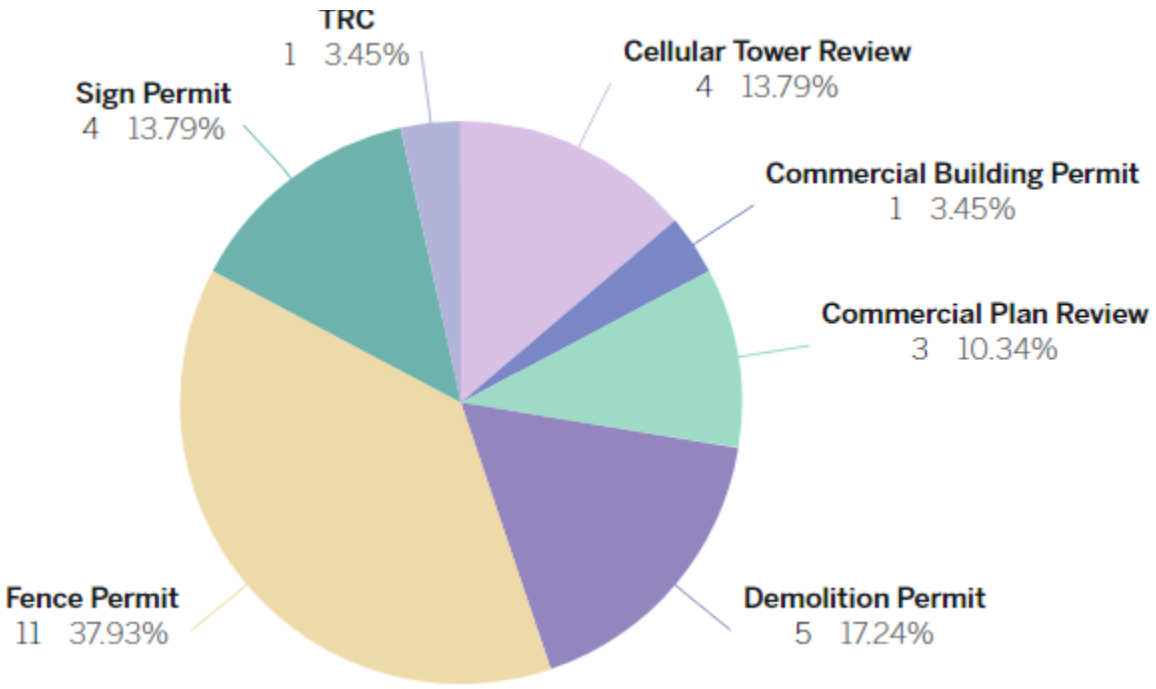
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

June 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of June, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. Three petitions were received for the Planning Commission and three petitions were received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-nine (29) submittals, broken down by review type blow:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
2	88 Lots	$45,150

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For June, we issued 172 permits broken down by permit type below. Of those, we had five (5) permits with a value of over $250,000. The Division performed 314 inspections and 8 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	6	$5,004,557
Residential Building	25	555,632
Demolition	13	198,696
Electrical	28	190,130
Mechanical	20	136,696
Plumbing	26	69,042
Roof	34	1,411,304
Pool	4	121,328
Fence	12	42,453
Sign	4	26,277
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	**172**	**$7,756,115**

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continue working with Rise, Inc., a consultant, to assist with strategic use of the HOME and CDBG funds.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- City of Decatur received $400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We are working in partnership with Central Illinois Land Bank (CILBA) to implement this grant.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The staff is working with CONO and other organizations to plan this year's National Night Out event which will be held on August 1st, 2023, at Hess Park.
- The city hosted Remodeling Repair & Painting (RRP) worker certification. The hope is to increase the number of contractors available to work on rehab projects.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.
- Met with the Economics Disparities Working group of Macon County. Bothe hospitals are seeking input for their Health Assessment Plan.
- Staff is working with Communications Coordinator weekly to disseminate ECD activities.

- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Funds from the Strong Communities Grant were used to demolish 2 houses within the Jasper St. corridor area.
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents can receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items. They have requested additional funding to assist more residents.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television, and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Block x Block, GM Square, NAACP, Metro Black Chamber Planning, Northeast Community Fund, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of June 2023.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
June 2023

NEW CASES	
Health & Safety (72 Hour)	123
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	37
No Garbage Service	13
Nuisance	148
Secure of Abandoned Buildings	19
Weeds	208
TOTAL	548

DEMOLITIONS	
Year-to-Date Demolished	50
New Cases	9
Sent to Legal	11
Sent to Council	9
Out to Bid	3
Contracts Granted	10
Contract Amount	$113,231.00
Permits Issued	0
Permits Finaled	9
Active Demolitions	184

RE-INSPECTION VISITS	
Code Enforcement	994
Weeds	317
TOTAL	1,311

GARBAGE SERVICE COMPLAINTS	
Received	8

INVOICES*	
New Invoices	549
Dollar Amount	$65,461.00

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	43
Weeds	226

PAYMENTS RECEIVED**	
Weeds	$4,800.00

WEED ABATEMENT	
Contractor Mowed	158
Owner Mowed	62
TOTAL	220

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-09

June 7, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – June 2023

The fire department responded to 1202 alarms in June. The month was capped off by a severe storm that hit much of central Illinois and resulted in 161 calls for service in the two-day period. The department has responded to 6886 alarms this year. The alarm total at this point in the year is 816 higher than at the same point in 2022.

The overtime line item is a concern at this point. There are five firefighters off injured and 7 vacancies in the department. This is compounded by the summer vacation season. Six people are going through the hiring process for the Fall IFSI Fire Academy, but they will not eliminate any overtime issues until November. Additionally, the seventh position could not be filled because the hiring list expired on July 5th, and there is no successor list in place. There is no firefighter test scheduled, so it is unknown when we will be able to hire to fill any vacancies.

	2023					
Incident Type Category	Jan	Feb	Mar	Apr	May	Jun
1 - Fire	33	27	26	46	43	62
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	2	1	0	1	0	0
3 - Rescue & Emergency Medical Service Incident	867	794	788	820	826	798
4 - Hazardous Condition (No Fire)	17	33	78	30	32	103
5 - Service Call	123	96	131	111	110	99
6 - Good Intent Call	64	57	73	87	89	87
7 - False Alarm & False Call	66	53	64	51	45	51
8 - Severe Weather & Natural Disaster	0	0	0	0	0	2
Grand Total	**1,172**	**1,061**	**1,160**	**1,146**	**1,145**	**1,202**

TRAINING:

All members completed EMS continuing education: The Endocrine System Emergencies Advanced. All members completed assigned Vector Solutions courses with a passing grade.

All members reviewed region 6 protocols B04 Alcohol Related Emergencies, B06 Altered LOC Unconscious, B09 Diabetic Emergencies, B19 Organophosphate Poisoning, and B20 Poisoning and Overdose.

All members reviewed SOP's E-102 Incident Command, E-103 Airport Response, E-104 Accountability and Passport System, E-101 EMS Response Criteria, E-105 Isolating Circuit Breakers-Pulling Residential Meters and passed the quiz with 100% accuracy.

All companies completed aerial and engine master stream operations at our regional training center.

All TRT Members worked with Ropes, Rigging and Equipment focusing on high angle repelling with pick offs at MCLETC.

All on shift HazMat Technicians completed training at the regional training center. The training covered HazMat identification equipment refresher and use.

All shift divers worked with Lake Patrol setting markers and practicing using sonar to locate items under water.

FIRE PREVENTION:

The promotional exam was given for the Inspector positions. Only two members took the test, and no one passed the exam. Another exam is being scheduled.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
June

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- $800,000 City Fiber Grant Project is complete. Final reports and DCEO project close paperwork will be completed in July 2023.
- $600,000 Decatur Public School (DPS) Fiber Grant Project is 70% complete. Getting JULIE requests completed in a reasonable time frame continues to slow this project down but is still on track for targeted completion.
- Library Lease Space equipment has arrived. Due to resource issues this project has slowed, and is now on track for late July, early August completion.
- Buss Wi-Fi project has slowed due to resources required to resolve wireless issues at the Police Department for squad car access from the parking lot. Some networking equipment for this project is still on backorder.
- Electronic Fare System to be used on all city buses is being held up by the Bus Wireless project.
- Same report as May. IT continues to commit resource time to eliminating DB2 applications throughout the organization with Human Resources data being a first focus. Unfortunately, other priorities continued to hinder our progress again this period, but we stay at it as a first focus when we can.
- Windows Server R2012 R2 operating system will no longer be supported by Microsoft past October 2023. We are migrating servers to Windows Server 2019 (2019). Some can be migrated as is, but some applications will require an upgrade prior to moving them to 2019. Seven servers have been completed to date with 18 more to go.
- IT continues to work with the Fire Department implementing a new records management system called Image Trend. CAD integration is finished. Project is roughly 98% complete. Working through post live issues.
- Issues with Wi-Fi connectivity and speed moving larger videos from the parking lot to the internal storage server at the Decatur Police Department (DPD) still remains. IT is looking for a resolution to these issues and has pulled in a third-party resource with high-end testing equipment to help guide us to next steps with this issue.
- IT is still actively upgrading all Microsoft Windows 7 computer workstations to Windows 10 or above. Only windows three Windows 7 computer workstations exist on the City Data Network as of this writing.
- I.T. is anticipating delivery of a budgeted data storage array approved for purchase by City Council in June to replace one which is no longer being supported by the manufacturer.
- In June, IT processed 113 Help Desk tickets, resolving 63 during the initial point of contact with IT staff (55.8% First Call Resolution Rate) which meets our established standard of 50% or more calls resolved on the first point of contact with the IT Department.

DECATUR ILLINOIS POLICE DEPARTMENT

2023 June Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Acting Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	110
TOTAL	**136**

Budgeted	**148**

Non-deployable: Officers at Academy or in FTO	14
Non-deployable: Officers on Injury Status	7
Retirements/Resignations Expected Next Month	0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	1
Police Support Specialist	1
FOIA Officer (part-time)	2
TOTAL	**14**

Freedom of Information (FOIA) Requests

Month: 232 **YTD:** 1,392

DECATUR ILLINOIS POLICE DEPARTMENT

2023 June Monthly Report

PATROL DIVISION

Community Engagement	Amount	YTD
Community Meetings	0	4
Directed Patrols	94	323
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity	Amount	YTD
Calls for Service/CAD Incidents	4,473	25,117
Criminal Arrests	299	1,597
Felony Drug Arrests	11	108
Firearms Siezed	18	94
Field Interviews	142	815
City Ordinance Arrests	17	41
Unlawful Use of Motor Vehicles	105	839

Traffic Accidents	Amount	YTD
Traffic Accidents	195	1,181
Fatal Accidents	0	2
Personal Injury Accidents	37	205

Traffic Enforcement	Amount	YTD
Traffic Citations	589	3,928
Written Warnings	395	2,411
Parking Citations	1	180

Traffic Targeted Enforcement Stats	Amount	YTD
Driving Under the Influence (DUI) Arrests	20	128
DUI's Involving Accidents	8	42
Electronic Communication Device Stops	21	95
Speeding Stops	270	1,657

DECATUR ILLINOIS POLICE DEPARTMENT

2023 June Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	20	grams	5,056	$10 / gram	$50,560
Cocaine - Powder	8	grams	489	$100 / gram	$48,900
Cocaine - Crack	8	grams	43	$100 / gram	$4,300
Heroin	0	grams	66	$300 / gram	$19,800
Ecstasy	8	hits	8	$20 / hit	$160
Meth	104	grams	2,678	$100 / gram	$267,800
K2/Pills	0	pills	172		

	Amount	YTD
Search Warrants	5	22
Currency Seized	$0	$50,057
Firearms Seized	7	43
Vehicles Siezed	1	4
Arrests	21	76

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	176	717
Closed/Resolved Cases	101	436
Criminal Arrests	51	254
Homicides	1	9
Infant Death Investigations	0	0
Suicide Investigations	0	5
Missing Person Investigations	6	32
Computer Forensic Exams	4	24

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	19	96
Misdemeanor Arrests	0	10
TOTAL	**19**	**106**

	Amount	YTD
Sex Offender Registrations	119	757

Public Works Department
Monthly Report
May 2023

Engineering:

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: The lining of the remining services continued in June, work is expected to take approx. 3 months to complete.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

2022 Water Main Replacement Project:

Month Activity: A&R has completed 95% of the installation of the watermain, all watermain is expected to be operational in July. Restoration is expected to start in late July.

Project Background: The project was designed and advertised by Engineering Staff on October 12, 2022, with bids received on November 3, 2022. A&R Mechanical Services, Inc. provided the lowest responsible bid, and the contract was awarded by City Council on November 21, 2022. The start date was delayed until April due to the lead times on materials. A&R has completed the water main installation on Danceland Rd and South Shores Dr.

MUNICIPAL SERVICES MONTHLY DATA
JUNE 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	202 patches	133	
Miscellaneous / Asphalt	0	190	
Pothole Patch / Repair	821	93	
Street Repair / Asphalt	266.10 sq yds	170	
Milling / Asphalt	11 sq yds	22	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	0	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	32 sq yds	121	
SS Utility Cuts / Sidewalk	320 sq ft	128	
Water Dept Cuts / Curb & Gutter	42.30 linear ft	46.50	
Water Dept Cuts / Driveway	3 sq yds	16	
Water Dept Cuts / Pavement	180.30 sq yds	194.5	
Water Dept Cuts / Sidewalk	150 sq ft	21.50	
Miscellaneous / Concrete	0	105.40	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		112	
Flowerbed Maintenance		43.5	
Fountain		26	

Mowing / Downtown Parks		81	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Special Projects / Events / Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		91.5 Straight / 5 OT	
Traffic Signal Repair		287.5 Straight / 47 OT	
Warning Siren Maintenance		92	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.48%	752.32	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		16	
Mowing City Lots		0	
Mowing City Property / ROW		331	
Mowing City Property / State ROW		65	
MSC Maintenance		42	
New Tree Care & Maintenance		87.50	
Pesticide Application		0	
Storm Damage Clean-up		533	
Stump Removal	8	31 Straight / 9 HC	
Tree Removal	273 (inch diameter)	130 Straight / 16 HC	
Tree Trimming	41	121.5 Straight / 21 HC	

Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		20	
Parking Lots/Garage Maintenance		61	
Parking Meter Collection		5	
Parking Meter Repair		9	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	7,200 linear ft	28	
Catch Basin / Pumped	352	248	
Catch Basin / Repaired	7	32	
Storm Sewer / Repaired	14	90	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	115 linear ft	40	
Storm Sewer / Jetted	90 linear ft	2	
Sanitary Back-up / Jetted	2,822 linear ft	18 Straight / 13 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Sewers / Cleaned	997 linear ft	36	
Sanitary Sewers / Jetted	941 linear ft	4	
Sanitary Sewers / Roots	4,611 linear ft	47	
Street Cleaning / 3rd Shift	155.1 miles	46.5	
Street Cleaning / County Roads	6.3 miles	5.5	

Street Cleaning / Neighborhoods	87.3 miles	274.5	
Street Cleaning / Priorities	62 miles	39.5	
Street Cleaning / State Routes	112.8	43.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	229	19	
Miscellaneous Traffic Control		42 Straight / 2 OT	
Mowing / Entry Signs		15.5	
Signs / Installed	57	98.5	
Signs / Made	81	93.5	
Signs / Repaired	86	160	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	2	8	
Symbols / Thermoplastic	1	8	
Traffic Control (set up & removal)		48 Straight / 13 OT	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	90	326	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	5	15	
Home Secures	11	29	

Water Production Division
Monthly Report
June 2023

DeWitt County Wellfield Improvements: INTERA Inc. continued work on pumping system options, power supply options and preliminary engineering report.

Lake Decatur Landscape Maintenance: Sites for this year's tree and brush removal project were evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 614.2 feet (100% full) which is normal for June.

Lake Decatur Watershed Management Plan: The $9.88M USDA RCPP grant supplemental agreements were completed with all grant partners. Work continued on the $150K 2020 IEPA Section 319 grant BMP projects and sub watershed planning. The $250K 2021 IEPA Section 319 grant will be presented to the City Council for authorization in July. The $350K 2022 IEPA Section 319 grant application continues to be evaluated by IEPA. Northwater Consulting continued improving the watershed water quality monitoring network, continued plans and permits to construct several high priority Best Management Practices (BMPs), work on the Friends Creek, Wildcat Creek and Willow Branch sub watershed plans and draft Year 2 water quality monitoring report. The draft Sand Creek sub watershed plan was submitted for review. Staff continued BMP database creation, planning, and constructing Lake Decatur Watershed Protection Program BMPs.

Oakley Sediment Basin Drainage Improvements: Martin Engineering continued work on the drainage improvements design.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 92% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems, electrical system, and Bulk Water Station improvements projects. Analyzed a large quantity of water quality samples for Lake Decatur Watershed Management Plan monitoring and City sewer system. 608.23 million gallons of potable water were pumped into the water distribution system which was 0.23% less than June 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in June.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

June 2023

Water Services:

Staff repaired 3 fire hydrants, 3 system valves, 4 water main failures, 42 water services and inspected 20 system control valves and 3 fire hydrants. Completed 1,300 Utility Billing service orders, 73 miscellaneous distribution system orders and replaced 20 water meters that were damaged due to the cold snap.

Distribution crews assisted Burdick Plumbing with the replacements of a 16” system valve on South Martin Luther King Jr. Drive and a 20” system valve on South Jasper Street. Also, assisted A&E Mechanical with new water main testing and inspection.

Transportation Services Department
Monthly Report

June 2023

Mass Transit Division

For the month of June, the Mass Transit staff completed the following projects:

1. Expanded Sunday service to include the Summer Entertainment Route (Zoo, Children's Museum, Splash Cove) and a new Red Route that expands service to Pershing-Mound-22nd.
2. Evening Pilot Project: Working on limited evening routes that would provide service to strategic areas of town from Monday-Saturday 6:45PM to 11:15PM.
3. In June there were 5,863 free rides provided to DPS 61 High School Students.
4. Award announced for IDOT joint Low-No application. Will receive 4 paratransit vehicles.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	64,457	1,226	65,683
Miles Driven	80,887	5,127	86,014
On Time Performance	87%		
Train Delays			12

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,463	12	1,475
Miles Driven	7,943	101	8,044
On Time Performance	97%		

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of June, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. “spring cleaning” and continued safety initiative including: installation of security cameras, painting, and concrete repair.
2. Library Facilities:
    a. Lease Space: Continued development including: build-out, directories, repairs, move.
    b. Library: Continued repairs and safety initiatives including: repair for leaks in wall, installation of security cameras, repaired leaking storm drain. Completed 5 year projected capital cost for parking lot maintenance.
3. Police Facilities: Installed TV monitor and ran cables/power wired in the patrol hallway.
4. Civic Center: Solar project underway. Door window repair/replacement in progress.

Electric Vehicle (EV) Division

For the month of June, the EV staff completed the following projects:

1. Scope and contractual negotiations underway.
2. IDOT Agreement executed.
3. NEVI (National Electric Vehicle Infrastructure) research and funding options.