NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, October 19, 2022, 6:00 P.M.

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

The Council will not begin consideration of any item on this agenda later than 10:00 p.m. unless such consideration is approved. Any items on this agenda not considered this evening will be continued to a future meeting.

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Finance Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the City Council is by sending an email to citycouncil@cityofpacificgrove.org. In order to allow the City Council adequate time to review communication related to an agenda item, it is recommended that the communication be sent no later than 9:00 AM on the day prior to the City Council meeting.

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).

CHAMBER CAPACITY SEATING IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.

THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

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MEETING INSTRUCTIONS

The public may also view the meeting on the Peninsula Channel 25.

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Poduri

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

   A. Report on Closed Session by City Attorney

   B. Other

4. **GENERAL PUBLIC COMMENT**

General Public Comment must deal with matters subject to the jurisdiction of the City and the Council that are not on the Regular Agenda. This is the appropriate place to comment as to items on the Consent Agenda, only if you do not wish to have the item pulled for individual consideration by the Council. Comments from the public will be limited to three minutes and will not receive Council action. Comments regarding items on the Regular Agenda shall be heard prior to Council's consideration of such items at the time such items are called. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.

CONSENT AGENDA

The Consent Agenda deals with routine and non-controversial matters, and may include action on resolutions, ordinances, or other public hearings for which testimony is not anticipated. The vote on the Consent Agenda shall apply to each item that has not been removed. Any member of Council, staff, or the public may remove an item from the Consent Agenda for individual consideration. When items are pulled for discussion, they will be automatically placed at the end of their respective section within the Regular Agenda. One motion shall be made to adopt all non-removed items on the Consent Agenda.

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business

   A. Minutes of the October 5, 2022 City Council Special and Regular Meetings

   Reference: Sandra Kandell, City Clerk/DEI Coordinator

   Recommended Action: Approve minutes.

   CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Resolution Amending Council Policy 000-19 for Records Retention and Records Management

Reference: Sandra Kandell, City Clerk

Recommended Action: Approve a resolution amending Council Policy No. 000-19 to update the City records retention and records management schedule and reflect revisions from City departments.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Contract Amendment with HdL Companies and Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.

Reference: Jennifer Pope, Management Analyst

Recommended Action: 1. Direct staff to prepare a contract amendment with HdL Companies for an extension to June 30, 2023 (renewable for an additional 1 year thereafter) in an amount not to exceed $60,000 for the following:

1. Sales, Use and Transactions Tax Auditing and Information Services;
2. Business License Tax Operations and Compliance Services;
3. Transient Occupancy Tax Operations Management Services; and

2. Authorize the Mayor to sign the amendment to reflect the aforementioned contract term and amount; and

3. Adopt a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

7. **ORDINANCES**

Items pulled from this section will be placed under 11. Public Hearings

8. **REPORTS – INFORMATION ONLY**

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Check Register Report - September 2022

Reference: Tori Hannah, Administrative Services Director/Assistant City Manager

Recommended Action: Receive the report.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Core Revenue Reports for September 2022

Reference: Tori Hannah, Administrative Services Director/Assistant City Manager

Recommended Action: Receive the Core Revenue Reports for September 2022.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. 2022 League of California Cities Annual Conference

Reference: Chaps Poduri, Councilmember

Recommended Action: Receive report.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. City Council Goals and Tactics Update

Reference: Ben Harvey, City Manager

Recommended Action: Receive the report.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

Items pulled from this section will be placed under 12. Unfinished and Ongoing Business or 13. New Business

A. Ratification of New Local Emergency Actions

Reference: Ben Harvey, City Manager

Recommended Action: Receive report of emergency directives/modifications.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Measure X Funding Agreement - Cedar, Sunset & Congress Intersection Improvement Project

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action: Authorize the execution of a Measure X Funding Agreement with the Transportation Agency for Monterey County for an amount not to exceed $1,000,000, to fund the Project Approval and Environmental Document Phase of the Cedar, Sunset & Congress Intersection Improvements Project.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Fee Waiver Request, Coastal Conservancy, Council Chambers

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action: Allow the California Coastal Conservancy to use Council Chambers on November 30, 2022 and December 1, 2022 to host their Quarterly meeting, and waive all fees associated with the rental of the Council Chambers

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**
Items pulled from this section will be placed under 13. New Business

A. Diversity, Equity and Inclusion Minutes: September 12, 2022

Reference: Sandra Kandell, City Clerk/DEI Coordinator

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Library Board Minutes: July 11, 2022

Reference: Diana Godwin, Library Director

Recommended Action: Receive minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Planning Commission Meeting Minutes: July 14, 2022 and August 11, 2022

Reference: Joseph Sidor, Contract Planner

Recommended Action: Receive the minutes.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**
For public hearings involving a quasi-judicial determination by the Council, the proponent of an item may be given 10 minutes to speak and others in support of the proponent's position may be given three minutes each. A designated spokesperson for opposition to the item may be given 10 minutes to speak and all others in opposition may be given three minutes each. Very brief rebuttal and surrebuttal may be allowed in the sole discretion of the Council. In public hearings not involving a quasi-judicial determination by the Council, all persons may be given three minutes to speak on the matter. Public hearings on non-controversial matters or for which testimony is not anticipated may be placed on the Consent Agenda, but shall be removed if any person requests a staff presentation or wishes to be heard on the matter.

A. PERC Water Extension ***This item was continued from the Council's October 5, 2022 meeting. Action is required by October 19, 2022.***

Reference: Daniel Gho, Public Works Director / Deputy City Manager

Recommended Action: 1. Authorize an extension to the agreement with PERC Water for Operations & Maintenance of the Pacific Grove Local Water Project not to exceed 1 year (November 1, 2022 –October 31, 2023) at a monthly fixed cost of $26,188 and a flow based variable unit price of $247.24 per acre foot of influent.

2. Authorize staff to begin contract negotiations with PERC Water and return to City Council no later than May 2023 with new negotiated contract terms

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Concept Review: New Fire Engine ***This item was continued from the Council's October 5, 2022 meeting.***

Reference: Gaudenz Panholzer, Fire Chief

Recommended Action: Provide direction to staff on whether to purchase an electric or diesel-powered fire engine and authorize the purchase.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Empty Home Tax ***This item was continued from the Council's October 5, 2022 meeting.***

Reference: Jenny McAdams, Councilmember

Recommended Action: Convene a conceptual discussion on an "Empty Homes Tax" in the City of Pacific Grove and direct staff to gather information and return to council regarding this concept.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

D. Appeal of Architectural Permit and Tree Permit with Development (AP/TPD) No. 22-0108, 1166 Presidio Boulevard, Pacific Grove (APN 007-591-013)

Reference: Joseph Sidor, Contract Planner

Recommended Action: Deny the appeal, find the project categorically exempt per CEQA Guidelines Section 15302, and approve the Architectural Permit and Tree Permit with Development (AP-TPD 22-0108) subject to the findings and conditions of approval.

CEQA: Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

E. Safe Parking Program Revisions

Reference: Jocelyn Francis, Police Administrative Services Manager

Recommended Action: Introduce and hold of the first reading of an ordinance that amends Pacific Grove Municipal Code Chapter 18.36.050 related to the safe parking program. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

F. Ordinance Amending Pacific Grove Municipal Code Chapter 14.04-Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season.

Reference: Brian Pierik, City Attorney

Recommended Action:

1. Request a reading of the Ordinance Title;
2. Motion to waive further reading;
3. Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 14.04 Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

G. Proposed Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants

Reference: Brian Pierik, City Attorney

Recommended Action:

1. Request a reading of the title of the Ordinance;
2. Motion to waive further reading;
3. Introduce and hold first reading of an Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

12. UNFINISHED AND ONGOING BUSINESS

13. NEW BUSINESS

A. Climate Action and Adaptation Plan

Reference: Megan McKenna, BNRC Commissioner

Recommended Action: Receive presentation and provide direction.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Single Use Plastic Code Revisions

Reference: Susan Meyers, BNRC Commissioner

Recommended Action: Receive presentation and provide direction.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

A. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (One case: Arising out of letter received from Andrew Sandovol on August 25, 2022)

Reference: Brian A. Pierik, City Attorney

Recommended Action: Receive update.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

ADJOURNMENT

NOTICE OF ADA COMPLIANCE: Pursuant to Title II of the Americans with Disabilities Act (Codified At 42 United States Code Section 12101 and 28 Code of Federal Regulations Part 35), and Section 504 of the Rehabilitation Act of 1973, the City of Pacific Grove does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, disability, age or sexual orientation in the provision of any services, programs, or activities. The City of Pacific Grove does not discriminate against persons with disabilities. City Hall is an accessible facility. A limited number of assisted listening devices will be available at this meeting. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: October 19, 2022

SUBJECT: Minutes of the October 5, 2022 City Council Special and Regular Meetings

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING

Wednesday, October 5, 2022, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

**THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID).
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Join the Zoom Meeting to participate live at:
https://us02web.zoom.us/j/692219855

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 5:00 p.m. City Clerk Kandell conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, Smith, and Tomlinson. Councilmembers McAdams and Poduri presented via Zoom.

A. Remote Teleconference - AB 361 ***Action required by 8/3/2022***
No public comment was received.

Action: Upon motion by Councilmember Smith and seconded by Councilmember Tomlinson, Council voted to ratify Resolution No. 21-029 Emergency Teleconferencing authorizing remote teleconference meetings of all City legislative bodies for the following 30 days in accord with the Ralph M. Brown Act.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

APPROVAL OF AGENDA
Action: Upon motion by Councilmember Smith and seconded by Mayor Pro Tem Amelio, Council voted to approve the agenda.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment was received.

A. Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): (One case: Arising out of letter received from Andrew Sandoval on August 25, 2022, copy included in Agenda Packet)
Action: Received update.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, October 5, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF
TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.**

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/209579290

DRAFT

CALL TO ORDER
Mayor Peake called the meeting to order at 6:00 p.m. City Clerk Kandell conducted roll call with the following Council present in Chamber: Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, Poduri, Smith, and Tomlinson. Councilmember McAdams presented via Zoom.

PLEDGE OF ALLEGIANCE
Councilmember McAdams led the pledge of allegiance.

1. **APPROVAL OF AGENDA**
Action: Upon motion by Councilmember Smith and seconded by Mayor Pro Tem Amelio, Council voted to approve the agenda.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

2. **PRESENTATIONS**

A. Public Service Award Presentation to Heath Braddock, Aimee Johns, and Paul Bandy
Action: Received presentation.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Cal AM Central Coast Update, by External Affairs Manager Josh Stratton
Action: Received presentation.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

C. Monterey County Convention & Visitors Bureau Update, by Amrish Patel
Action: Received update.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

A. Report on Closed Session by City Attorney

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): (One case: Arising out of letter received from Andrew Sandoval on August 25, 2022, copy included in Agenda Packet)

City Attorney Brian Pierik provided no report.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**
Public comment was received from Atticus Rotoli, Mark Hanes, Jenny MacMurdo, Mike Gibbs, Vince Tuminello, Sally Moore, Inge Lorentzen Daumer, and Lisa Ciani.

CONSENT AGENDA

Action: Upon motion by Councilmember Smith and seconded by Mayor Pro Tem Amelio, Council voted to approve the Consent Agenda.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**

A. Minutes of the September 21, 2022 City Council Special and Regular Meetings
Action: Approved minutes.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

7. **ORDINANCES**

A. Ordinance Amending the Salary Classification Schedule - POA Classifications Action
Action: Held second reading and adopted Ordinance No. 22-014 to amend the salary classification schedule, modify salary range for Police Officer and Police Sergeant and approve the amendment.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

B. Fire Engine Repairs & Ordinance Amending the FY22/23 Budget
Action: Held second reading and adopted Ordinance No. 22-015 amending the FY22/23 Budget.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

8. **REPORTS – INFORMATION ONLY**

A. 2022 CalCities Annual Conference Report
Action: Received report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Report from Attendance at 2022 League of California Cities and International City/County Management Association Conferences.
Action: Received the report.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

A. Ratification of New Local Emergency Actions
Action: Received report of emergency directives/modifications.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Renew a Contract with 4LEAF, Inc. for Building Services
Action: Authorized the City Manager to renew a Contract with 4LEAF, Inc. for Building Services, including and not limited to, building permit issuance, building inspection services, building plan review services with Building Official oversight and allow the contract to be based on permit activity and associated revenues.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

10. **MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES**

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Appeal of Coastal Development Permit (CDP) 22-0125 for 120 17th Street, APN 006-153-010

Mayor Peake opened the public hearing.

No members of Council reported ex parte communications.

Community Development Department Contract Planner Joe Sidor presented to Council.

Lisa Ciani (on behalf of Appellant Tony Ciani) was provided 10 minutes to present to Council.

DRAFT

Applicant Adam Jeselnick was provided 10 minutes to present to Council.

Public comment was received from Inge Lorentzen Daumer.

Neither Appellant Tony Ciani nor Applicant Adam Jeselnick provided rebuttal.

Mayor Peake closed the public hearing.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember McAdams, Council voted to deny the appeal, find the project categorically exempt per CEQA Guidelines Section 15303, and approve Coastal Development Permit 22-0125, subject to the required findings and recommended conditions of approval.

Motion carried 7-0, by the following roll call vote:

AYES:	Mayor Peake, Mayor Pro Tem Amelio, Councilmembers Coletti, McAdams, Poduri, Smith, and Tomlinson.
NOES:	None.
ABSENT:	None.

CEQA: Categorical Exemption, CEQA Guidelines Section 15303, Class 3, Construction or Conversion of Small Structures

Upon motion by Councilmember Smith and seconded by Councilmember Coletti, the Council voted to adjourn the regular meeting, continue the remainder of the agenda 12A, 13A, and 13B to the October 19, 2022 meeting and proceed with Closed Session Agenda item 15A.

12. **UNFINISHED AND ONGOING BUSINESS**

A. PERC Water Extension ***Due to time constraints, this item was continued to the Council's October 19, 2022 meeting.***
Reference: Dan Gho, Public Works Director/Deputy City Manager
Recommended Action:
1. Authorize an extension to the agreement with PERC Water for Operations & Maintenance of the Pacific Grove Local Water Project not to exceed 1 year (November 1, 2022 –October 31, 2023) at a monthly fixed cost of $26,188 and a flow based variable unit price of $247.24 per acre foot of influent.
2. Authorize staff to begin contract negotiations with PERC Water and return to City Council no later than May 2023 with new negotiated contract terms.

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

13. **NEW BUSINESS**

A. Concept Review: New Fire Engine ***Due to time constraints, this item was continued to the Council's October 19, 2022 meeting.***
Reference: Gaudenz Panholzer, Fire Chief
Action: Provide direction to staff on whether to purchase an electric or diesel-powered fire engine and authorize the purchase.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

DRAFT

B. Empty Home Tax ***Due to time constraints, this item was continued to the Council's October 19, 2022 meeting.***
Reference: Jenny McAdams, Councilmember
Action: Convene a conceptual discussion on an "Empty Homes Tax" in the City of Pacific Grove and directed staff to gather information and return to council regarding this concept.
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

A. Public Employment, (Government Code § 54957) ***Discussion on this item to commence at 8:00 p.m.***
Title: City Manager Performance Evaluation

No public comment was received.

ADJOURNMENT

Council adjourned the regular meeting at 7:57 p.m. Council adjourned the closed session meeting pertaining to Agenda item 15A at 9:40 p.m. with report, if any, to occur at the next regular meeting.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____Date_____

Attest by City Manager: _____Date_____

DRAFT

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Sandra Kandell, City Clerk
MEETING DATE:	October 19, 2022
SUBJECT:	Resolution Amending Council Policy 000-19 for Records Retention and Records Management
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve a resolution amending Council Policy No. 000-19 to update the City records retention and records management schedule and reflect revisions from City departments.

DISCUSSION

On August 15, 2018, the City Council approved a resolution adopting Council Policy No. 000-19 (Policy). The Policy established the City's Records Management and Records Retention Schedule (Schedule), and clarified the legal authority to manage records and documents. Effective records management is cost-effective, improves efficiency, and reduces the City's potential liability regarding destruction of documents.

Staff received additional information and proposed revisions to the Schedule from the Police Department to certain categories of documents to conform to new law. Additionally, the Human Resource and City Clerk offices made two changes. All changes are redlined and have been reviewed by the City Attorney's office.

This action does not constitute a "Project" as that term is defined under CEQA Guideline Section 15378 (b)(5), as it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

OPTIONS

Provide alternative direction—the Council may choose alternative retention periods, etc.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Resolution
Policy 000-19
Redlined Schedule

RESOLUTION NO. 22-XXX

MODIFYING COUNCIL POLICY NO. 000-19 REGARDING THE CITY OF PACIFIC GROVE'S RECORDS RETENTION AND RECORDS MANAGEMENT POLICY

FINDINGS

1. On January 28, 2012, the City Council approved Resolution 12-003 adopting Council Policy 000-19, which established the City of Pacific Grove's (City's) records retention and records management policy.

2. As part of the Policy 000-19, the Council approved the City's Records Management and Records Retention Schedule (Schedule).

3. Policy 000-19 and the Schedule clarify the City's legal authority to manage records and documents entrusted to its care.

4. Subsequent to adoption of Policy 000-19 and the Schedule, staff was advised of suggested revisions to the Schedule by City departments.

5. The Police Department's revisions to the Schedule are necessary and appropriate due to new law.

6. This action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA) Guideline Section 15378 (b)(5), as it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE:

1. The foregoing Findings are adopted as findings of the City Council as though set forth fully herein.

2. Council Policy No. 000-19 and the attached Schedule are hereby approved as attached to this Resolution, which by this reference are incorporated as set forth in their entirety.

3. This resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 19th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

City of Pacific Grove
Council Policy

Subject	Policy Number	Effective Date
Records Management and Records Retention Schedule	**000-19**	**January 18, 2012**

Implementation
The purpose of this policy is to provide for the management of the City of Pacific Grove's records in an efficient manner, to streamline paper flow, provide for document archiving, minimize the temporary storage constraints, and remain in compliance with the California Public Records Act and the California Government Code.

This Policy establishes the practice to be followed with respect to records retention and records management.

Definitions

- **Active Records** - Records that are referred to at least once a month per cubic foot of records. Also, as a retention period for a Perpetual Record that remains "active" until some event occurs to change its status, at which time it has fulfilled its function. (See **Perpetual Record**)

- **Administrative Records** - Records commonly found in all offices and used in the conduct of daily business. These are typically retained for short time periods, i.e., fewer than five years. Examples include subject, chronological, work plans, and policy files.

- **Archival Records** - Records with enduring value because they reflect significant historical events, document the history and development of the City, or provide valuable research data.

- **Damaged Records** - Records that have been damaged by water, fire, and other forms of contamination during natural and man-made disasters. Dependent on the severity of the damage, records may be recovered or may need to be declared unrecoverable and destroyed.

- **Discovery** - The pretrial disclosure of pertinent facts or documents by one or both parties to a civil action or proceeding. Anything requested during discovery must be disclosed if it exists - even non-records and records that should have been destroyed earlier. Discovery effectively freezes selected holdings until released by the opposing attorney or the court.

- **E-mail** - The transmission of messages over communications networks. The messages can be notes entered from the keyboard or may include attachments of electronic files stored on disk.

- **Inactive Records** - Records that are accessed an average of less than once per month per cubic foot of records, but that have not completed their full retention period. These records may be stored in a separate location from active files. Also, a Perpetual Record that has fulfilled its function. (See **Perpetual Record)**

- **Local Government** - Government Code § 6252 provides: ‘‘‘Local Agency’ includes a county; city, whether general law or chartered; city and county; school district; municipal corporation; district; political subdivision; or any board, commission or agency thereof; other local public agency; or nonprofit entities that are legislative bodies of a local agency pursuant to subdivisions (c) and (d) of Government Code, Section 54952.”

- **Non-Records** - Material not usually included within the definition of records or kept in the ordinary course of business, such as transitory documents, voicemail, e-mail, unofficial copies of documents kept only for convenience or reference, working papers, appointment logs, stocks of publications and blank forms, and library or museum material intended solely for reference or exhibition. Also, documents such as rough notes, calculations or drafts assembled or created and used in the preparation or analysis of other documents. NOTE: A draft that contains substantive comments from a project applicant, an applicant’s attorney, consultant or agent, should be treated as a record of comments received from that source, and the draft or portions showing the substantive comments should ordinarily be retained accordingly. (See **Discovery)**

- **Permanent Records** - Records required to be kept in perpetuity, usually identified by statute or other written guidance. Examples include original minutes, ordinances, resolutions, land grant deeds, etc.

- **Perpetual Records** - Records retained as active files for an indefinite period of time and then stored or destroyed after some event takes place. Examples include office personnel files which are active until a person terminates employment; policy files kept until the policy is changed; contract files that are active until the contract terminates, then destroyed a fixed number of years later; current database information until it is superseded; etc.

- **Program Record** - Record that relate to the primary function of the City in response to its daily mission. Examples include lien files, recorders files, election files, probate records, medical records, etc.

- **Public Record** - For purposes of the California Public Records Act, any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by the City regardless of physical form or characteristics.

- **Record** - A thing that constitutes an objective, lasting indication of a writing, event, or other information that is in the custody of a public officer and has been kept because it is necessary or convenient to the discharge of the public officer’s duties and was made or retained for the purpose of preserving its informational content for future reference. Substantive written communications from individuals or entities who are not City employees, officials, or contractors are ordinarily not considered records.

- **Records Retention Schedule** - A list of all records produced or maintained by the City and the actions taken with regards to those records. A retention schedule is the City’s legal authority to receive, create, retain, and dispose of official public records. It assists the City by

documenting which records require office or temporary storage, which records have historic or research value, and which records should be destroyed because they no longer have any administrative, fiscal, historical, or legal value. In the event of litigation, courts accept a retention schedule as establishing the City's "normal course of doing business." The Schedule is attached hereto and incorporated herein by reference.

- **Retention Period** - The length of time a record must be retained to fulfill its administrative, fiscal historical and/or legal function. Then a record should be disposed of as soon as possible in accordance with an approved Records Retention Schedule.

- **Software** - any system, program, application, instruction, or protocol designed to store, control or process data.

- **Vital Record** - record required for daily operations and to resume those operations after a disaster. A Vital Records program protects records from the effects of the disaster and assists in recovery from the event.

General Records Management
Official records are comprised of a collection of documentation, including legislative, historic, legal, fiscal, and administrative documents, as well as vital records. Records management entails administering various document formats such as correspondence, mail, e-mails, faxed material, historical reference, and electronic media.

Records management archiving is a conventional method of safeguarding history for the benefit of education, accessibility to research and preservation of valuable fiscal, legal and administrative information. As the records management system for the City includes a vast array of elements; it is incumbent upon each department to ensure proper safekeeping and destruction pursuant to the criteria set forth herein.

Statutory references are legal citations setting forth the retention and destruction guidelines. These guidelines ensure that the records are maintained legally and efficiently. Records that are not appropriately maintained or improperly destroyed expose the City to potential liability.

In all instances that documentation of destruction is required, an Authorization to Destroy Obsolete Records must be completed and signed by the program manager and City Attorney. This form serves as a permanent record, and would be utilized in any legal proceedings as evidence of proper destruction.

California Government Code Section 34090.5 provides that if a record series can be produced electronically and proper archival methods are set in place, the original may be destroyed, with the exception of those documents that are required to be kept permanently in their original format as outlined in the retention schedule.

It is the goal of the City to move toward an electronic imaging program. Until an electronic system is in place, a concerted effort will be made to adhere to the retention schedule and to destroy all appropriate records that are being stored in various facilities throughout the City, and prepare archival material for electronic filing. Preparation of archival material will include indexing according to the City's Filing System. Once an electronic imaging or other acceptable system has been installed, and training has been provided, all departments will manage the backlogged materials and proceed with proper archiving or destruction pursuant to the requirements in the retention schedule under the leadership of the City Clerk's Office. This process will eliminate a large number of storage boxes and release space for other uses, as well as bring our records management program into full compliance.

In most cases, records not addressed in the attached schedule should be considered routine in nature and identified as general information under a specific record series. Retention for those files would be two years unless specific laws, decisions or opinions apply to that record series. Transitory correspondence files, consisting of correspondence, routine transactions, memoranda, or e-mails holding no administrative, fiscal, historical, or legal value should not be filed in working files. Examples of transitory documents may be, but are not limited to transmittal letters, forms, e-mails (see section on e-mail below), requests for routine information or publications, announcements, and other documents not requiring action by the receiving office.

Documents that are not transitory in nature, not addressed in this schedule, and for which there are legal requirements or the record is essential either for legal, historical, fiscal, or administrative value, shall have a record series number and title assigned to them and added to the retention schedule. The retention schedule is not a permanently fixed document, but flexible in nature to accommodate legal, administrative, or fiscal policy changes. Contact the City Clerk for review of any requested changes.

E-mail Retention Policy

It is the City's policy that City e-mail and e-mail systems are intended to be a medium of communication. City e-mail systems are not intended to be and may not be used for the electronic storage or maintenance of City records. The email system, to function as intended, anticipates or requires that employees regularly delete communications from the system.

E-mail messages and attachments comparable to hard copy documents that would be retained under this policy should be retained as follows: The document must be categorized in the appropriate record series and converted to the appropriate electronic format or printed in hard copy and retained for the required time period as outlined in the City's Records Retention Schedule. No matter what form in which the record is retained, proper procedures as outlined in City's Records Retention Policy must be followed prior to the destruction of any record.

Routine e-mail messages comparable to telephonic communications are non-records. They are not intended to be retained in the ordinary course of City business, and the informational content of such communications is neither necessary nor intended to be preserved for future City use or reference. Each user will have the responsibility to remove such non-records from folders within

the City's electronic mail system on a rolling 2 year schedule. This includes items in "received" and "sent" folders as well as any folders set up by individual users. Upon removal from the City's email system, the non-records will be disposed of in the City's ordinary course of business. An e-mail is considered destroyed as soon as it has been deleted from a user's mailbox, even though it is temporarily stored in the trash folder before being purged from the e-mail system. This action is analogous to throwing a paper document into an office trashcan. Digital e-mail back-up tapes are destroyed on a regular basis.

Each e-mail user will be trained in the application and implementation of this policy.
This policy does not prohibit employees from maintaining temporary working files or folders to allow for quick reference to recent e-mails.

Retention of Other Electronic Data
With the increased use of electronic data, attention to the retention requirements for electronic records becomes extremely important. Other than Internal Revenue Service Revenue Procedure 91-59, which recognizes electronic data interchange records and specifies that these records may be retained in electronic form unless a visible record is requested by a tax auditor, no other law at this time requires an organization to maintain both the electronic and hard copy form of the same information. You may, therefore, maintain records in any form unless the law either specifies the form or restricts the forms that can be used.

Databases
Databases consist of electronic files and fields of data that provide useful information to the organization. Typically, databases are modified over time through the addition, deletion, or modification of records. Reports are periodically prepared to reflect information from the databases that may be useful for specific purposes. Due to the large volume of information maintained in databases, reports rarely reflect all the information found in the database. Backups of databases, which are stored on City servers, are performed daily and would be used to restore the databases in case of accidental erasure or disaster.

Databases maintained by the City could include financial information, mailing lists, customer information, employee information, work order tracking, marketing information, records management information, etc. Since reports typically do not reflect the entire content of the database, the electronic form of the database contains different information than the visible reports. Electronic databases are often more useful than the paper reports, so visible reports are not equivalent to electronic databases.

For records retention purposes, a database is an official record of the organization. The retention period is established as 'until superseded (SUP)" to reflect that only the current version needs to be maintained. Daily digital backup tapes are destroyed after four days; weekly backup tapes are destroyed every three weeks; and monthly backup tapes are destroyed on a rolling twelve-month cycle. Periodic reports, which are produced in hard copy format from a database and used for administrative, fiscal, legal or historical purposes, may be official records. These reports must be maintained for the requisite retention period according to the particular records series they are

assigned. For example, the City's annual Budget Report is a "snapshot" of our financial position at the end of the fiscal year, and is used to inform Council (legal), staff (administrative) and citizens (legal & historical). That snapshot must be retained for its designated retention period to reflect operational needs.

Disaster Prevention and Damaged Records Recovery Policy
It is the policy of the City to ensure that its records are identified and protected as much as humanly possible from natural and man-made disasters. This policy applies to all employees who create, receive, and maintain City records. The administrative procedures described below afford the City the most efficient and cost effective method for protecting City records and recovering records when disasters occur.

Adopted: October 5, 2011 (Resolution No. 11-079)
Revised: January 18, 2012 (Resolution No. 12-003)
Revised: August 15, 2018 (Resolution No. 18-028)
Revised: October 19, 2022 (Resolution No. 22-XXX)

City of Pacific Grove
Records Management and Records Retention Schedule

LEGEND

AC = Active L = Life

AU = Audit P = Permanent

CL = Closed/Completion S = Supersede

CU = Current year T = Termination

E = Election

CITATIONS

B&P = Business & Professions H&S = Health & Safety

CAC = California Administrative Code HUD = Housing & Urban Development

CCP = Code of Civil Procedure OSHA = Occupational Safety & Health

CCR = Code of California Regulations PC = Penal Code

CEQA = California Environmental Quality Act POST = Police Officers Standards Training

CFR = Code of Federal Regulations UFC = Uniform Fire Code

EC = Election Code USC = United States Code

FMLA = Family & Medical Leave Act WIC = Welfare & Institutions Code

GC = Government Code

Adopted by Council on January 18, 2012
Revised and approved by Council on August 15, 2018

City of Pacific Grove
Records Management and Records Retention Schedule

ADMINISTRATION

Records Series	Retention	Citation	Descriptor
AUDIT			
Annual Financial Report	P	GC 34090	Independent auditor analysis
Bonds	CL + 10	GC 34090; CCP 337.5	Final bond documentation
Budget	P	GC 34090	Annual operating budget approved by the Legislative Body.
Budget Operating (copies)	S	GC 34090	Departmental Reference
Hearing or Review	AU + 2	GC 34090; OMB A-128	Documentation created and/or received in connection with an audit hearing or review.
Reports	AU = 4	GC 34090; OMB A-128	Internal and/or external
Reviews, Internal/External Periodic	CU	GC 34090; GC 6250	Daily, weekly, monthly, quarterly or other summary, review, evaluation, log, list, statistics, except a report.
COMMUNITY SERVICES			
Library Services	CU + 2	GC 34090	Books, art, gifts, donations, exhibits, theatre, music, special events, etc.
Museum	CU + 2		
Plaques	P		Historic value

RECREATION			
Sports Organization	S + 2		
ELECTIONS			
Affidavit Index	CL + 5	EC 17001	
Applications, Absentee Ballots and Envelopes	E + .5	EC 17505; EC 17302	From date of election
Assisted, Challenged Voters List	E + .5	EC 17304	From date of election
Ballots	E + .5	EC 17302	From date of election; ballots submitted to precincts/City Clerk that were not used – unless

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			contested (EC 17302(c)) retention by court order.
Ballots Prop. 218	2	GC §26202, 34090, 60201	Property related fees (Assessment Ballot Proceeding)
Calendar	E + 2	GC 34090	
Canvass	P	GC 22932; EC 17130; EC 2653	Notifications and Publication of Election; Records used to compile final election results, including tally sheets, voting machine tabulation, detailed breakdown of results, special election results
Certificates of Election	T + 4	GC 81009(a) (d)	Certificates of election; Original reports and statements
Charter Amendments/Measures	P	GC 34458-60; 34090	Chapter designations by Secretary of State following adoption of voters
Fair Political Practices			
Administration/Campaign Statements and Conflict of Interest	CU + 5		FPPC Opinions
Campaign disclosure, Elected	P	GC 81009(b)(g)	FPPC Filings
Campaign disclosure, Not Elected	E + 5	GC 81009(b)	FPPC Filings
Campaign disclosure – Unsuccessful (all other committees)	E + 7	GC 81009	FPPC Filings
Candidate Statements	E + 4		Sample ballot retained permanently.
History	P	GC 34090	History of elections, sample ballots, certificates of destruction, other resolutions re: elections
Statement of economic interest – Elected Officials	T + 7	GC 81009 (e)	FPPC Filings
Statement of economic interest – Not Elected	E + 5	GC 81009(b)	FPPC Filings

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Lobbyist Registration	P	EC 81009(b)	Statements
Maps, Precincts/Voter Information	E + 2	GC 34090; EC 17501, 17301	
Nomination Papers Successful Unsuccessful	 E + 4 E + 2	EC 17100; GC 81009(b)	
Notifications and Publications	E + 2	GC 34090	Proof of publication or posting, certification and listing of notice of posting; copy of newspaper notice and certification of offices to be voted for at forthcoming election.
Oaths of Office	T + 6	GC 34090; 29 USC 1113	Elected Officials
Petitions	.75	EC 17200, 17400; GC 7253.5; EC 14700 + GC 3756.8	From date of filing or election; Initiative, referendum, recall, Charter Amendments.
Precinct Records	E + .5	EC 17503	From date of election: precinct official material; declaration of intention, precinct board member applications, and order appointing members of precinct boards and designating polling places. Includes notice of appointment of office and record of service.
Roster (of Voters)	E + 5	EC 17300	From date of election: Initiative, referendum recall, general municipal election, Charter Amendments
Voter Affidavits	CL + 5	EC 17000	
Voter Registration Signature Copy	CU + 5	EC 17000	Fire, special district, or school district
GENERAL SUBJECT			
Administration	P	GC 34090	
Biographies	CU + 2	GC 34090	
Classifications and Appointments	P	GC 34090; GC 12946; 29 CFR 516.6(2); 29 CFR 1602.4	Includes supplemental Personnel records. Wage rate tables, 2 years.

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Correspondence/Originating Department	CU + 2	GC 34090(d)	If not attached to agreement or project file
Goals and Objectives	CU + 2	GC 34090	Departmental goals and objectives
Policies and Procedures, Departmental	S + 5	GC 34090(d)	Retain while current

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Promotional Marketing External Internal	 CU + 7 2		
Reports Departmental Staff	 CU + 2 CU + 2	GC 34090	 Special or final summary, review or evaluation. Non-agenda related, includes supporting documentation.
Special Projects	CU + 2	GC 34090	
Support Services	CU + 2	GC 34090	Reproduction; printing; postal/mailing services, other internal resources.
Travel Records	CU + 2	GC 34090	
GRANTS			
Community Block Grant and Urban Development	T + 5	GC 34090; 24 CFR 570.502; 24 CFR 85.42*	Applications, reports, contracts, supporting documents. CDBG standard agreement.*OMB Cir. A-102, A-110, A-128 (State tells us to keep everything. TS 3-6-18)
Federal and State	CL + 5	GC 34090	Refer to grant application close-out procedure
Financial Reports	CL + 5	GC 34090	Refer to grant application close-out procedure
Unsuccessful	CL + 2	GC 34090	Applications not leading to a grant award
HUMAN RESOURCES			
Benefit Plan Claims	P	GC 6250 et seq.; OMB A-129; 29 CFR 1602.30.32; Lab. Rel. 1174*	May include dental, disability, education, health, life and vision, including dependent care and Employee Assistance. *29 CFR 1637.3; 29 USC 1027; 29 CFR 1627.3; 29 USC 1113.
Benefit Plan Enrollment, Denied	CL + 4	GC 34090; OMB A-128	
Bond, Personnel Fidelity	T + 2	GC 34090	Employee Fidelity Bonds
Employee Handbook	S + 2	GC 34090	General employee information, including benefit plans
Employee Programs	CL + 2	GC 34090; GC 12946	Includes EAP and Recognition.
Employee Rights		GC 12946; 29 CFR	May include Arbitration, grievances, union requests, sexual harassment and Civil Rights,

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General Employees Safety (Police)	T + 2 T + 5	1602; 29 USC 211(e); 20 (m); 207(g)	complaints, disciplinary actions
Hourly Employees	T + 6	GC 12946; GC 34090*	*29 CFR 1627.3, Labor Relations § 1174
Immigrant	CU+3	Immigration Reform/Control Act 1986 Pub. L 99-603	1-9s
Medical Leave	CL + 30	FMLA 1993 US OSHA; 29 CFR 1910.20*	May include family leave; certifications; tests; W-4s *29 CFR 1602.30.32; 49 CFR 193-9
Motor Vehicle Pulls (DMV)	CL + 7	GC 23946*	*CA 91009; 8 USC 1324(a)
Negotiation	P	29 USC §§ 211(c), 203(m), 207(g)	Notes, notebooks, correspondence, contracts and Memorandums of Agreements
Non-Safety Employees	T + 3	29 CFR 1627.3; CCR § 1174; 29 CFR 1602.30.32; GC 6250 et seq.; 29 CFR; GC 12946, 34090*	Non-safety employees may ~~include:~~include Release authorizations; Certifications; Reassignments; outside employment; commendations, disciplinary actions; terminations, oaths of office; evaluations-pre-employee medicals; fingerprints; identification cards (ID=s) *1607.4; 29 CFR 655.202; 29 CFR 516.6 et. seq.; 45 CFR 1068.6(a)
Personnel Records (copies)	CU + 2	GC 34090; GC 6250	Attendance; evaluations; drafts; worksheets; postings
PERS, Social Security, SSI	P	29 CFR 1627.392); GC 12946; 34090	EEOC/ADEA
Recruitment	CL + 3	GC 12946; GC 6250 et seq.; 29 CFR 1602 et seq.; 29 CFR 1607; 29 CFR 1627.3	Applications, resumes, alternate lists/logs, indices; ethnicity disclosures; examination materials; examination answer sheets, job bulletins; eligibility; electronic database.
Reports	CU + 2	GC 34090	Employee statistics, benefit activity; liability loss.
Safety Employees	T + 5	29 CFR 16273; ~~CCR~~LC § 1174; 29 CFR 1607.4*	Police, fire, emergency employees may ~~include:~~include Release Authorizations; Certifications Reassignments; outside employment; commendations disciplinary actions; terminations; Oaths of Office; evaluations, pre-employment medical, background investigations, and training records. *29 CFR 1602.30.32; 29 CFR 655.202; 29 CFR 516.6 et seq.; ~~45 CFR 1068.6(a)~~

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Surveys and Studies	CU + 2	GC 12946, 34090; 29 CFR 516.6(2); 29 CFR 1602.14	Includes classification, wage rates
Training Records Non-Safety	CU + 7	GC 6250 et seq.	Employee applications, volunteer program training, class training materials, internships
Personnel (by name)	T + 7	GC 34090	Paperwork documenting officers' internal and external training.
Safety	CU + 2	GC 34090	Certifications/designations
Vehicle Mileage Reimbursement Rates	S + 2	GC 34090	Annual mileage reimbursement rates.
INFORMATION SERVICES			
Internet, World Wide Web	S + 2	GC 34090	Management/Policies and supporting documentation
Inventory, Information Systems	S + 2	GC 34090	Hardware/Software Inventory logs; systems manuals. Backup tapes are not a record.
Network Information Systems (LAN/WAN)	CU + 4	GC 34090; CCP 337.2; 343	Configuration maps and plans
Program Files and Directories	CU + 2 CU + 2 mo. CU + 1 CU + .5	GC 34040, 34090.7	Annual backup Daily backup Monthly backup Weekly backup
Tapes Information Systems	CU + 2	GC 34090	System Generation
LEGAL/LEGISLATIVE			
Agendas, Notices and Meetings	CU + 2	GC 34090	Original agendas and special meeting notices, including certificates of posting, original summaries, original communications and action agendas for Council, Boards and Commissions
Agenda Reports (Master,	CU + 10	GC 34090(d)	Documentation received, created or submitted to Council.

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Subject Packet Files)			
Appeals, Civil	CU + 3	CCP 583.3209a)(3); GC 34090	
Applications, Boards, Commissions, Committees (Not Selected)	CL + 2	GC 34090	
Applications, Boards, Commissions, Committees (Selected)	T + 5	GC 34090; 40801	
Articles of Incorporation	P	GC 34090; CCP 337.2	
Case Log	CL + 7	CCP 337.2, 343	From Close of cases listed; Chronological listing of cases.
Case Records – High Profile	P	GC 6254	Significant cases that have importance or set legal precedent. Includes logs, complaints, police reports, court orders, motions, notes, briefs.
Case Records	CO + 7	42 USC 1983	Includes logs, complaints, police reports, court orders, motions, notes, briefs, closing statements (unless minors – 3 years after attaining 18)
Contracts and Agreements Excl. Capital Improvement	T + 5	CCP 337.2, 343; B&P 7042.5*	Includes leases, equipment, services or supplies. *PU 7685; 48 CFR 2; GC 53066
Contracts and Agreements Incl. Capital Improvement	P	2.08.110*	Construction *GC 37090(a), 4004; H&S 19850
Index, Attorney Case	L	GC 6254	Including notations on activities related to case
Legal Advertising	CU + 4	CCP 343, 349 et. seq.; GC 911.2, 34090	Includes public notices, legal publications.
Logs, Attorney Service Request	CU + 2	GC 34090	Service request, summary of monthly requests
Minutes	P	GC 34090(d), 36814, 40801	Official minutes and hearing proceedings of governing body or board, commission or committee
Opinions	S + 2	GC 34090; GC 6254	Confidential

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City of Pacific Grove
Records Management and Records Retention Schedule

Ordinances	P	GC 34090(d), 40806	Charter amendments; municipal code
Petitions	CU + 1	GC 50115; GC 6253	Submitted to legislative bodies
Resolutions	P	GC 34090(d), 40801	Legislative bodies
Tapes, Audio/Video	CU + 3 mo.	GC 34090.7	When used for minute preparation and may have historical value
MUNICIPAL CLERK			
Assessment Districts	P	GC 34090	Original documentation
Inventory, Records	CU + 2	GC 34090; 80 Ops.Atty.Gen. 106	Inventory of non-current or inactive records holdings and location, indices. Tapes may be recycled.
Municipal Code	P	GC 34090	Supplements included
Public Records Request	CL + 2	GC 34090	
Records Management Policies	CL + 2	GC 34090	Document includes retrieval, transfers - inactive
Records Management Disposition Certification	P	GC 34090	Documentation of final disposition of records
Records Retention Schedules	S + 4	CCP 343	
POLICIES/PROCEDURES			
General Administrative	S + 2	GC 34090, 40801	All city policies and procedures
Policy, Council	S + 2	GC 34090	Directives rendered by council not assigned a resolution or ordinance number.
Proclamations	4		
PUBLIC INFORMATION			
Brochures, publications, newsletter, bulletins	S + 2	GC 34090	
Calendar, City	CU + 2	GC 34090	
CDBG-Public Information File	T + 5		CDBG Grant Management Manual, Chapter 18.

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Media Relations	CU + 2	GC 34090	Includes cable, newspaper, radio, message boards, and presentations.

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City of Pacific Grove
Records Management and Records Retention Schedule

COMMUNITY DEVELOPMENT DEPARTMENT

Records Series	Retention	Citation	Descriptor
ADMINISTRATION			
Benchmark Data	CU + 2	GC 34090(d)	Horizontal, vertical & control
Bids & Proposals (Unsuccessful)	CL + 2	GC 34090(d)	
Bonds Development Security	 CL + 10 CL + 2	 CCP 337.5 GC 34090	 Housing; Industrial Development Documentation created or received in connection with the performance of work/services for the City, or for parcel maps and subdivision work.
Code Books	P	GC 34090(e)	National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing and Supplements
Contractor	CU + 2	GC 34090(d)	Current listing
Correspondence	CU + 2	GC 34090(d)	Working documentation
Development Conditions	L	GC 34090	Mitigation measures; filed with case files
Development Agreements	P	CCP 337, 337.1(a), 337.15; GC 34090; 48 CFR 4.703	Infrastructure contracts, franchises. Original maintained for 7 years.
Development Standards	P	GC 34090(a)	Landscape mediums, parkway landscape development, public works construction. Zoning, Subdivision, and Sign Ordinance Standards
Drawings, Project Plan	CU + 2	GC 34090(d)	Does not include those usually filed with case or project.
Franchises	P	GC 65964, 65869.5, 34090*	Including subdivision agreements, contracts for sale or purchase of property, cable, grant of easements or involving construction of improvements. *CCP 337.2, 343; AC 16023
General Subject Files	CU + 2	GC 34090(d)	Internal working files, including correspondence
Grants, Community/Urban Development (includes CDBG)	CL + 5	24 CFR 570.502(b)(3); 241 CFR 85.42; OMB	Project files, contracts, proposals, statements, reports, sub-recipient dockets, Environmental review, grant documents, applications, inventory, consolidated plan, etc. Includes Section 108 loan guarantee

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		Cr. A-110, Attach. C*	*OMB Cir. A-102 & 128 HUD regulations. For planning grants only.
Historic Preservation Inventory	S + 2	GC 34090(d)	Historic structures and landmarks
Incident Files	2	GC 34090(d)	Emergency Call Outs
Land Uses, nonconforming	P	GC 34090(a)	Building or site usage which does not conform to current standards
Logs	CU + 5		Logs, registers or similar records listing permits, certificates of occupancy issued; may include inspection, building activity, daily, plan check, utility
Maps and Plats	P	GC 34090(a)	Engineering and field notes and profiles; cross-section of roads, streets, right-of-way, bridges; may include annexations, parks, tracts, block, storm drains, water easements, ~~bench marks~~benchmarks, trees, grading, landfill, fire hydrants, base maps, etc.
Master Plans, Annual	S + 2	GC 34090	Special or long range program plan for municipalities – coordination of services; strategic planning.
Permits, Construction	P	GC 34090(a); H&S 19850; 4003, 4004	Plans, building, signs, grading, encroachment, including blueprint and specification.
Permits, Other	CL + 2	GC 34090(d)	Alterations, encroachment, excavations, road, street sidewalk and curb alterations, transportation, swimming pool draining, temporary uses, etc.
Photographs	S + 2	GC 34090(d)	Aerial photographs
Projects, Not Completed or Denied	CL + 2	GC 34090(d)	Building, engineering, planning
Reports	CU + 2	GC 34090	Activity, periodic
Seismic Retrofit Program	P	GC 34090(a)	Includes Certificates of Compliance
Street Names and House Numbers	P	GC 34090(a)	Street dedications, closings, address assignments/changes
Studies, Special Projects & Areas	CL + 2	GC 34090(d)	Engineering, joint powers, noise, transportation.
Surveys	P	GC 34090(a)	Recording data and maps
BUILDING			
General Information	2		

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Address Files	P	GC 34090d	Paper & Microfiche, address assignments
Projects in Plan Check	C + 2	GC 34090	Destroy when Plan Check expires
Final Projects	P	GC 34090	Plans, building, signs, grading. Destroy paper after scanning
Code Books	P	GC 34090e	National Electrical Code, Uniform Building, Fire, Mechanical, Plumbing & Supplements
Archive Plans	P	GC 34090d	Residential & Commercial; Large projects retained pursuant to the Reilly Act – pertains to schools and public buildings that are not exempt from the Architectural Practices Act.
Contractors	C	GC 34090	Current list-contractor database is contained within Permits Plus software
Structural Calculations	D/R	GC 34090	Destroyed when permit final
Issued Permit Documents	P	GC 34090a; H&S 19850	
RZZR	P	GC 34090	Residential property inspections
Inspection Logs	C + 2	GC 34090	Daily inspections
General Information	2		
	P	GC 34090d	Paper & Microfiche, address assignments
CODE ENFORCEMENT			
Abandoned Vehicles	CL + 2	GC 34090(d)	
Case Files	CL + 2	GC 34090(d)	Building, housing and mobile home code violation records including inspections; public

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			nuisance rubbish and weed abatement, vehicle abatement, citations, massage parlor permits, general.
Liens & Releases, Supporting Recorded	 CL + 2 P	GC 34090	Utilities, abatement, licenses
Logs	CU + 2	GC 34090(d)	Lien recovery, citations, complaints
Regulations	S + 2	GC 34090(d)	Includes rules
Reports, Federal and State	P	GC 34090(a)	Code enforcement statistics; may contain records affecting title to real property or liens thereon.
Violations, Building, Property & Zoning	CL + 2	GC 34090(d)	Supporting code enforcement activity.
ENVIRONMENTAL QUALITY			
Air Quality (AQMD)	CU + 7	CCP 338(k); GC 34090	Participants/voucher logs, Total Daily Mileage Survey (TDM); various local authorities; Commute Alternative
Asbestos	P	GC 34090(a)	Documents abatement projects, public buildings
California Environmental Quality Act (CEQA)	P	GC 34090(a) + CEQA Guidelines	Exemptions, Environmental Impact Report, Mitigation monitoring, negative declaration, notices of completion and determination, comments, statements of overriding considerations
Congestion Management	CU + 2	GC 34090(d)	Ride sharing, trip reduction
Environmental Review	CL + 2	GC 34090(d)	Correspondence, consultants, issues, conservation
Pest Control	CU + 2	GC 34090(d)	Pesticide applications, inspections & sampling, documents
Soil	CL + 2	GC 34090(d)	Analysis, construction recommendations
Soil Reports	P	GC 34090(d)	Final Reports
HOUSING			
Bonds	CL + 4	CCP 337	Revenue Bond Documentation
Programs	CL + 5	24 CFR	Includes comprehensive Housing Authority Strategy, Meeting Credit Certificate,

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		570.502(b)(3); 24 CFR 85.42 & OMB Cir. A-110, #C	Housing bond advisory, HOME, In-Lieu Housing Mitigation, Low/Moderate Housing, Rental Housing Assistance.
Redevelopment Budgets	P	GC 34090, 40802, 53901;	Includes annual audit
Bond Issues	P	GC 43900 et seq.	
MUNICIPAL FACILITY			
Capital Improvements, Construction	P	2.083110; GC 34090(a), 4004; H&S 19850; GC 34090(a)	Contains records re: Planning, design, construction, conversion or modification of local government-owned facilities, structures and systems.
Facility Rentals/Use	CU + 2	GC 34090	Permits, contracts, diagrams, schedules, insurance binders
Maintenance & Operations	CU + 2	GC 34090(d)	Service requests, invoices, supporting documentation; buildings, equipment, field engineering, public facilities including work orders and graffiti removal
PLANNING			
Case files, Planning and Zoning	P	GC 34090(a); H&S 19850; 4003, 4004	Pertains to real property. May include case-tracking reports, project-related photos, approval resolutions and project-related Board/Commission meeting minutes, blueprints, drawings, maps, plans, reports, evaluations, correspondence, uses, permits, variances, studies, appeals, compliance certificates, lot line adjustments or other planning-related matters brought before legislative body.
Certificates	L	GC 34090	Retain during life of structure
Flood Records	CU + 2	GC 34090	
General Plan and Elements	P	GC 34090	Includes sphere of influence
General Plan Amendments Approved Denied	 P CU + 2	 GC 34090 GC 65103*	 *GC 50110

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Interpretations	S + 2	GC 34090	
Maps, Plans, Drawings, Exhibits, Photos	P	GC 34090; H&S 19850; GC 34090.7	Zoning, tentative subdivision, parcel, land use map, aerial photos, specific plans
PROPERTY			
Abandonment	P	GC 34090(a)	Buildings, Condemnation, Demolition
Acquisition/Disposition	CL + 10	GC 34090(a); GC 6254	Supporting documents re: sale, purchase, exchange, lease or rental of property by City
Annexation Case Files	P	GC 34090(a)	Reports, agreements, public notices
Appraisals	CL + 2	GC 34090, 6254(h)	Exempt until final acquisition or contract agreement obtained
Deeds & Promissory Notes	P	GC 34090(a)*	*24 CFR 570.502(b)(3); 24 CFR 8.42 & OMB Circ. SA-110
Maps, City Boundary	P	GC 34090	Recorded maps, surveys and monuments
Lot Split Cases	P	GC 34090(d)	
Relocation Files	CL + 2	GC 34090	e.g., Redevelopment

FINANCE

Records Series	Retention	Citation	Descriptor
ACCOUNTING			
Accounts Payable	AU + 5	GC 34090	Invoices, check copies, supporting documents
Accounts Receivable	AU + 5	GC 34090	
Applications	CL + 2	GC 34090	Utility connections, disconnects, registers, service
Assessment Districts	P	GC 34090	Collection information; original documentation files with City Clerk
Bank Reconciliation	AU + 5	GC 34090; 26 CFR	Statements; summaries for receipts, disbursements, and reconciliation

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		16001-1	
Budget	P	GC 34090	
Budget Adjustments, journal entries	AU + 5	GC 34090	Account transfers
Checks	AU + 5	GC 34090; CCP 337	Includes payroll, canceled and voided checks
Deposits, Receipts	AU + 5	GC 34090; CCP 337	Checks, coins, currency
Invoices	AU + 2	GC 34090	Copies sent for fees owed, billing, related documents
Ledger, General Voucher	P AU + 5	GC 34090* GC 34090; CCP 337	*CCP 337 Account postings with supporting documents
Taxes, Receivable	AU + 5	CCP 338	
Warrant Register	AU + 5	GC 34090.7	
ADMINISTRATIVE SERVICES			
Budget Operating (copies)	S	GC 34090	Departmental Reference
Budget Proposed Adopted	 CU + 2 P	 GC 34090	 Presented to Council
FIXED ASSETS			
Inventory	AU + 5	GC 34090; 26 CFR 301 65-1(F)	Reflects purchase date, cost, account number
Surplus Property Auction Disposal	 AU + 2 AU + 5	 GC 34090 GC 34090; CCP	 Listing of property Sealed bid sales of equipment

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		337	
Vehicle Ownership & Title	L	VC 9900 et. seq.	Title transfers when vehicle sold
PAYROLL			
Adjustments	AU + 6	GC 34090; 29 CFR 516.5 – 516.6	Audit purposes
Employee Time Sheets	AU + 6	GC 34090; 20 CFR 516.2*	Signed by employee for audit and FEMA Reports *20 CFR 516.6(1); IRS Reg. 31.6001-1(e)(z); R&T 19530; LC 1174(d)
Public Employee Retirement System (PERS) Employee Deduction Reports	T + 6	GC 34090; CAC 22-1085-2	Record of deductions 26 CFR 31.6001-1; 29 CFR 516.5, 516.6, LC 1174(d)
Register	P	GC 34090, 37207	Labor costs by employee and program
Salary Records	T + 6	GC 34090; 29 CFR 516.2	Deduction authorization, beneficiary designations, unemployment claims, garnishments
PURCHASING			
Bids, RFQs, RFPs, Successful Unsuccessful	AU + 2 AU + 5 CU + 2	GC 34090; CCP 337*	Requests for Qualifications; Requests for Proposals regarding goods and services. *GC 25105-1, GC 34090
Requisitions Purchase Orders Stores	 AU + 5 CU + 2	GC 34090; CCP 337	 Original documents. Completed forms for ordering.
Vendor Register	P	GC 34090	Alpha vendor listing of purchase orders, invoices, account numbers and check date.
FINANCIAL REPORTING			
Audits	P	GC 34090	
Deferred Compensation	T + 5	GC 34090; 26 CFR 16001-1*	Records of employee contributions and city payments *29 CFR 1627.3(2)

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Federal and State Tax	AU + 6	GC 34090; 29 USC 436*	Forms 1096, 1099, W-4s and W-2s *26 CFR 31.6001.1-4; IRS REG 31.6001-1(e)(2); R&T 19530; 29 CFR 516.5-516.6
Financial, Annual	P	GC 34090.7	
Investment Transactions	P	GC 34090; CCP 337; GC 53607	Summary of transactions, inventory and earnings report.
RISK MANAGEMENT			
Accident Reports – City Assets	CL + 7	29 CFR 1904.2*	Reports and related records *29 CFR 1904.6
Bonds, Insurance	P	CCP 337.2, 343	Bonds and other insurance policies insuring city property and other assets.
Claims, Damage	CL + 7	GC 34090, 25105.5	Paid/denied.
Incident Reports	CL + 7	29 CFR 1904.2; 29 CFR 1904.6	Theft, arson, vandalism, property damage or similar occurrence (excluding fire/law enforcement)
Insurance, ACCEL JT Powers Agreement	P	GC 34090	(Authority California Cities Excess Liability Insurance) B Accreditation/MOU = s/agreements/agendas
Insurance, Certificates	P	GC 34090	Insurance certificates filed separately from contracts, includes insurance filed by licensees
Insurance, Liability/Property	P	GC 34090	May include liability, property, Certificates of Participation, deferred use of facilities
Insurance, Workers Compensation	P	GC 6410; 29 CFR 1910.20	Indemnity; PERS – working files – originals with Administrator
Photographs, Negatives, Film	CL + 7	GC 34090	
Risk Management Reports	CL + 7	OMB 1220-0029; 29 CFR 1904.4; GC 34090	Federal OSHA Forms; Loss Analysis Report; Safety Reports; Actuarial Studies
TREASURER			
Bank Statements	AU + 5	FC 3368, 30210;	Financing authority.

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		GC 43900 et seq.	
Bonds			
Account Statements	CL + 10	GC 34090; CCP	Monthly statement of transactions
Administration	CL + 10	337.5; GC 53921	Supporting documents
Bonds and Coupons	CL + 2		Paid/canceled.

EL CARMELO CEMETERY

Record Series	Retention	Citation	Destcriptor
Administration	P		Deeds, Disposition of Human Remains, Death Certificates, Letters Correspondence from families/Executor and Invoices.
Work Orders	AU+5		Work Orders for burial and maintenance around gravesite, i.e. keeping gravesite presentable and removing debris

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PUBLIC SAFETY

Record Series	Retention	Citation	Descriptor
EMERGENCY MANAGEMENT			
EOP, Monterey County Multijurisdictional Hazard Plan	S		
LAW ENFORCEMENT			
Administrative Police Department Records	CU + 2	GC 34090	Administrative Police Records including, but not limited to Ride-Along waivers, Subpoenas Duces Tecum, Project and Program Files, Special Event and Film Permit Files Staff Schedules, Press Releases, Shift Notes, Survey Responses, General Correspondence, Close Patrol Requests
Department Policy	S	GC 34090	Includes General Orders, Procedure Manuals, Training Bulletins, and CALEA files.
Department-Issued Equipment Radar and Breathalyzer Calibration Records	S + 2 L +2	GC 34090	Equipment inventory, manuals, audits, assigned to the department and each employee Records maintained for the life of the equipment plus 2 years.
Internal Affairs Investigations Officer Involved Shootings Personnel Complaints Internal Investigations Use of Force Supervisor Review	P CL + 5 CL + 2 CL + 2	PC 832.5, EVID 1045, PC 832.18	Initiated by citizens' complaints; includes complaint, reports, findings. Hard copy. Initiated by the Department; includes complaint, reports, findings. Hard Copy.
Asset Forfeiture	CL + 2	GC 34090	Investigations, Proceedings, Case Files, Financials, & Notifications
Homicide Investigator's File	P	PC 799	Hard copy & Electronic

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Informant Files	CL		All electronic and hardcopy files.
H & S 11357(a-c) & 11360(b) arrests and convictions, occurring after Jan. 1, 1976	see statute	H & S 11361.5	Electronic
~~Inked Fingerprint cards~~	~~After sent to CA DOJ~~		~~Persons previously booked into detention facility, before the use of LiveScan~~
Concealed Carry Weapon Permits	CU + 2	GC 34090	~~Includes applications and signed permit authorization~~
~~Mug Shots~~	~~CU + 2~~		~~In use prior to electronic RMS~~
Property & Evidence Files Audits, Inspections Inventories	P CL + 5 P	GC 34090	Includes Logs, Chain of Custody, Property Destruction Records, Property Receipts, weapon and narcotic destruction records. Electronic and Hard Copy.
Subpoenas	CU + 2	GC 34090	Subpoenas received/served daily.
Registration Files		GC 68152(c)(2)	Arson, Sex, Gang, Narcotic Registrant Files. Electronic.
Case Report Files Felony, Capital Crimes Misdemeanor Infractions Non-Criminal, Informational Child Abuse/Neglect, Unsubstantiated, Inconclusive	 P CL + 10 CL + 2 CL + 2 CL + 10	 PC 799, 800, 801, PC 802 GC 34090 GC 34090 PC 11169, 1170	Case Report Files include Narratives, Arrest Reports, Dispositions, Photographs, and other Records related to the case. Provided there are no outstanding warrants, unrecovered weapons, criminal deaths, they are not historically significant, and not classified under PC 800, 290, H&S 11850, Statute of Limitations. Electronic.
Traffic Collision Report Files Non-Injury, Non-Criminal Injury, Non-Criminal Fatality	 CL + 5 CL + 7 P		Electronic
NCIC Validation Reports	CU + 2	GC34090	Electronic

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Animal Bite Reports	CU + 3	GC34090	Animal Bite Reports and Rabies Control Records
Range and Armory	P	GC 34090	Includes inventories, audits, weapons database, and logs.
Reporting to DOJ	CU + 2	GC 34090	NIBRS/CIBRS, Monthly Arrest & Citation Register (MACR); Death in Custody; Uniform Crime Reports (UCR); Hate Crime Incidents; -Law Enforcement Officers Killed or Assaulted (LEOKA); Juvenile Detention Logs.; Originals kept by Department of Justice, or Board of State and Community Corrections. Electronic.
Reporting (Traffic)	CU + 2	GC 34090	Statewide Traffic Report System (SWTR-CHP)); Dept of Transportation (DOT) Originals kept by CHP or DOT. Electronic
Records Management System Back-Up	S		Electronic
Sealed Records Adult Found Factually Innocent	Seal for three years and then destroy.	PC 851.8	General provision: Upon petition, records of agency must be sealed and destroyed in accordance with statute.
Juvenile	Mandatory destruction upon and pursuant to court order	WIC 826(a) & (b) WIC 781 (a)	Upon petition, local laws enforcement records within WIC 826(b) may be destroyed as ordered by the ~~court, if~~court if related probation and juvenile court records have been destroyed by the probation officer. Records involving arrests, detention and/or petitioning juvenile before juvenile court.
Audio, Telephone and Radio Communications	CU + 180 days	GC 34090.6	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action.
Automated License Plate Recognition System Non-Evidentiary Parking Citation	~~48~~60 hours CL + 2	GC 34090	Includes images, data and video. Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after

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			conclusion of the court action.
Surveillance/Security Video	30 Days	GC 34090.6	Exception: Recordings used as evidence in a criminal prosecution or claim filed or litigation or potential claims and litigation shall be preserved for 100 days after conclusion of the court action.
Body Worn & In-Car Camera Video Non-Evidentiary Evidentiary, Use of Force, Arrest/Detention Access Logs	 60 Days 2 Years P	PC 832.18	Retain for the same length of time as other evidence relevant to a criminal prosecution, or at least for 2 years under any of the following circumstances: Use of Force Incident, incident that leads to the detention or arrest of an individual or relevant to a formal or informal complaint.
Warrants, Unserved	Until served, or recalled		Electronic and on clipboard
Field Interview Cards	CU + 2	GC 34090	Electronic
Citations Administrative, Infractions Parking Traffic, Non-Criminal	 CL + 5 CL + 2 CL + 2	GC 34090	Electronic Includes Administrative Hearing and Appeal Records. Includes Administrative Reviews, Hearing and Appeal Records. Originals forwarded to court.
~~Patrol Requests (Correspondence)~~	~~CU + 2~~	~~GC 34090~~	~~From citizens for patrol presence~~
Repossession/Private Impounds	CU + 2	GC 34090	Private vehicle repossessions/impounds
Permits and Licenses ~~Alcoholic Beverage Control~~	CU + 2 ~~L + 2~~	GC 34090	Alarm, Bicycle, Parking, Sound, Dumpster,~~-~~ Film, Garage, Dog, Alcohol Beverage Control, Massage and others issued by the Police Department~~.~~. Electronic.
Restraining Orders	CU + 2	PC 273.5; PC 273.6; PC 646.9; PC 12028.5; PC 13700; FC 6380-6383.	Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing. Electronic.

Note 1: The destruction of felony, misdemeanor and infraction Crimes/Supplemental Reports is permitted providing all of the following conditions are met:

1. They do not relate to an unadjudicated arrest except for H&S 11357 or H&S 11360 violations;

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2. They do not relate to unserved warrants;
3. They do not involve identifiable items that have not been recovered;
4. They do not relate to PC 290, PC 457.1, or H&S 11590 registrants;
5. They do not relate to violations listed in PC Sections 799 and 800; and
6. The cases are not presently involved in either a civil or criminal litigation.

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PUBLIC WORKS

Record Series	Retention	Citation	Descriptor
ENGINEERING			
Capital Improvement Projects	CL + 10	CC 337.15	Supporting documents including bidders list, specifications, reports, plans, work orders, schedules, etc.
Construction Tracking, Daily	P	CC 337.15	Assesses value of real property
Drawings, Traffic Control Plan	P	GC 34090(a)	Signs, signing and striping, road construction.
Flood Control	CL + 2	GC 34090(d)	Storm drains
Special Districts	P	GC 34090(a)	Supporting documents re: improvement, lighting, underground utility; bonds, taxes & construction
Street/Alley (Abandonment/Vacation)	CL + 2	GC 34090(d)	Relinquishment of rights and fee title
Traffic Signals	CL + 2	GC 34090(d)	Counts, collisions, accidents
PARKS			
Agenda, Board	CU + 2	GC 34090	
Grants (refer to Admin.)			
Inventory, Equipment	AU + 2	GC 34090	Warranties, Purchase Orders
Landscape	CU + 2	GC 34090	Drawings, contracts, complaints, specifications, photos, reports
Maintenance/Operations	C + 2	GC 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps	P	GC 34090	Irrigation, plot plans
Minutes, Board	P	GC 34090	
Photographs	S + 2	GC 34090	
Plans, Proposed	CU + 2	GC 34090	Future plans, new sites, expansions
Policies and Procedures	S + 2	GC 34090	Includes rules and regulations
Railroad Right-of-way	CL + 3	36 CFR 64.11	Land acquisitions, correspondence, improvements, statutory records
Reports			

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Accidents	CL + 2	GC 34090	Patrons, employees
Others	CL + 2	GC 34090	
Studies	CL + 2	GC 34090	Future sites, expansions
Resolutions, Boards	P	GC 34090	
Schedules, Class & Events	CU + 2	GC 34090	Enrollment, liability releases, evaluations, attendance, flyers
			Electronic files
SANITATION, SOLID WASTE, WASTEWATER			
Maintenance and Operations	CU + 2	GC 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Maps, Septic Tank	P	GC 34090	Location maps
Rates	CU + 2	GC 34090	
Recycling Programs	S + 2	GC 34090	
Regulations	S + 2	GC 34090	Includes legislation
Reports			
Studies	CL + 2	GC 34090	
Tonnage	CU + 2	GC 34090	
STREETS/ALLEYS			
Abandonment/Vacations	P	GC 34090	
Closures	P	GC 34090	
Easements, Dedications, Rights-of-Way	P	GC 34090	
Field Books	P	GC 34090	
Grants (see Admin.)			
Intersection Records	CU + 2	GC 34090	Includes correspondence, volume counts, accident history
Inventory, Traffic Control Device	S + 2	GC 34090	Signs, lights
Landscaping	CU + 2	GC 34090	Plants, tree maintenance, work orders

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Lighting	CU + 2	GC 34090	Maintenance, work orders
Maintenance/Operations	CU + 2	GC 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints, signals, striping
Maps	P	GC 34090	Fire hydrants, lighting districts, ~~wheel chair~~wheelchair ramps, storm drains, streets, sidewalks, sewers
Master Plans	CU + 2	GC 34090	Copies
Parking			
Lots	CU + 2	GC 34090	
Regulations	S + 2	GC 34090	
Reports/Studies	CL + 2	GC 34090	
Permits			
Encroachment	P	GC 34090	
Improvement	CL + 2	GC 34090	May include curbs, sidewalks; Applications for excavation, fill, alterations
Paving	CL + 2	GC 34090	
Use (Temporary)	CU + 2	GC 34090	Includes Special Events
Photographs	S + 2	GC 34090	Includes aerials
Plans, Capital Improvement, Projects	P	GC 34090	Streets, curbs, gutters, sidewalks, storm drains
Policies and Procedures	S + 2	GC 34090	Includes rules, regulations, standards
Naming and Numbering	P	GC 34090	
Speed Limits	S + 2	GC 34090	
Programs			
Federal Aid Urban	CL + 2	23 CFR 633 (a), (c)	
Traffic Safety	S + 2	GC 34090	Drivers Education, Pedestrian Safety, Bicycle Lanes
Reports			
Inspection	CU + 2	GC 34090	Includes intersection, sidewalks. Bridges and Overpasses, keep life of structure

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Studies	CL + 2	GC 34090	Traffic volume, accident history, requests, statistics, drawings supporting traffic devices
Traffic Count	CL + 2	GC 34090	Evaluation of traffic volume
Vehicle Accident	CL + 2	GC 34090	
Routes, School Bus & Truck	S + 2	GC 34090	Truck routes, access ramps, rest areas
Signage	L + 2	GC 34090	~~Log books~~Logbooks, index register cards, inventory lists, records of traffic signs
Traffic Signals	L		Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing and maintenance
UTILITIES			
Facilities	T + 2	GC 34090	If city owned
Gas & Electric Rates	S + 2	GC 34090	
Underground	P	GC 34090	GC 4003, 4004; H&S 19850
WATER			
Connection Records	P	GC 34090	Maps, water line connections
Flood Control			
Drainage Facilities	P	GC 34090	Includes dams, lakes, basins, creeks
Flood Zones	P	GC 34090	Includes flood maps
Insurance Programs	S + 2	GC 34090	Includes copies of policies, rules, programs
Policies/Procedures	S + 2	GC 34090	Rules and Regulations
Reports/Studies	CL + 2	GC 34090	
Grants (see Admin.)			
Inventory, Equipment	CU + 2	GC 34090	
Locations	P	GC 34090	Mains, valves, hydrants, wells
Maintenance and Operations	CU + 2	GC 34090	Includes work orders, inspection, repairs, cleaning, reports, complaints
Service	CU + 2	GC 34090	Includes work orders, entry cards, manholes, service to property owners
Well & Pumping	CU + 2	GC 34090	Times operational, power used and quantity

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Maps	P	GC 34090	Line location; easements
Master Plans	CU + 2	GC 34090	Copies
Meter Operations	CU + 2	GC 34090	Reader reports, orders, tests, Maintenance Reports
Permits			
National Pollutant Discharge Elimination System (NPDES)	P	40 CFR 122.28	Municipalities of 100,000 or more, compliance with Clean Water Act re: pollutants
Others	CU + 2	GC 34090	May depend on terms of state or federal agency
Policies and Procedures	S + 2	GC 34090	Includes rules and regulations
Rates	S + 2	GC 34090	
Reclamation	CU + 5	GC 34090	Daily operations including sewage flow, grit removal, chlorine usage, lab analysis results, etc.
Reports			
Conservation	CU + 2	GC 34090	
Consumption	CU + 2	GC 34090	
Corrosion Control	CU + 12	40 CFR 141.91	Compliance documentation
Discharge Monitoring	CU + 5	40 CFR 122.41	Average amount of pollution discharged into waters of municipality
Drinking Water Corrections	CU + 10	40 CFR 141.33	
Hydrograph	P	GC 34090	Daily flow of streams
Lead Service Line	CU + 12	40 CFR 141.91	Compliance documentation
Public Education	CU + 12	40 CFR 141.91	Compliance documentation
Quality Parameters	CU + 12	40 CFR 141.91	Compliance documentation
Sanitary Surveys	CU + 10	40 CFR 141.33	Statistics, reports, correspondence
Source Water	CU + 12	40 CFR 141.91	Compliance documentation, ~~e.g.~~e.g., lead and copper
State Certification	CU + 12	40 CFR 141.91	Compliance documentation
Variances, Water System	CU + 5	40 CFR 141.33	
Well Level	CU + 2	GC 34090	
Sources	CU + 2	GC 34090	May include wells, rivers, lakes, districts
Surveyor Field Notes	P	GC 34090	Notes preparatory to maps of water installations

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Surveys, Water System Sanitary	CU + 10	40 CFR 141.33	Statistics, reports, correspondence
Tests			
Bacteriological Analysis	CU + 5	40 CFR 141.33	Compliance records include location, date, method and results; corrections, analysis of bacterial content
Chemical Analysis		40 CFR 141.33	Compliance records include location, date, method used and results; corrections, analysis of chemical content
Quality		40 CFR 141.91	Compliance documentation including sampling data, analysis, reports, surveys, documents, evaluations, schedules, valves, etc.
Valve and Main Records	P	GC 34090	
Violations, Drinking Water	CU + 3	40 CFR 141.33	Retention applies to each violation.

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TRANSPORTATION

Record Series	Retention	Citation	Descriptor
ADMINISTRATION			
Agreements	T + 4	CCP 337	Including concessionaire, slip rental, facility storage
Special Events	CU + 2	GC 34090	Permits, correspondence, related documents re use of rights of way
Fueling	AU + 3	CCP 337	Meter readings, fuel consumption reports, invoices, receipts and records pertaining to refueling operations
Hazardous Waste Disposal	CU + 10	CAL OSHA; 40 CFR 122.21	Documentation re: the handling and disposal of hazardous waste
Inventory, Equipment, Parts & Supplies	L + 2		Includes vehicles, aircraft, vessels and related documents re repairs
Inventory, Vehicle Ownership and Title	L + 2		Owner's manual, warranty documents, DMV title and registration, and related documents
Licenses, Permits	CU + 2		Forms, related documentation re: licenses and permits required by federal and state agencies
Maintenance/Operations	L + 2	GC 34090	Related to requests for service and work orders for fuel, vehicle and equipment maintenance and repairs
Report, Accident (Copies)	CU + 2	GC 34090	Memos and working documents
Vehicle Assignment	CU + 2	GC 34090	~~Log books~~Logbooks, request forms, lists
GROUND TRANSPORTATION			
Auto for Hire	T + 4	GC 34090	License, permits for Taxicabs, shuttles, etc.
HARBOR			
Registers, Transient Vessel	AU + 3		Reservation applications, receipts, and index registers relating to boats in transit,

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Reservation			temporarily moored.
Slip Rental Index	CU + 5		Annual and periodic reports of slip renters
Slip Rental Permits	CL + 2		Applications, statement of rental conditions, vessel inspection check sheets, copy of DMV registration, boat owner information, and other documents re: dock slip spaces.
Slip Rental Waiting List	CU + 2		

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Jennifer Pope, Management Analyst
MEETING DATE:	October 19, 2022
SUBJECT:	Contract Amendment with HdL Companies and Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Direct staff to prepare a contract amendment with HdL Companies for an extension to June 30, 2023 (renewable for an additional 1 year thereafter) in an amount not to exceed $60,000 for the following:
   - Sales, Use and Transactions Tax Auditing and Information Services;
   - Business License Tax Operations and Compliance Services;
   - Transient Occupancy Tax Operations Management Services; and

2. Authorize the Mayor to sign the amendment to reflect the aforementioned contract term and amount; and

3. Adopt a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records.

DISCUSSION

In 2015, The City of Pacific Grove entered into a contracted with HdL Companies for Business License Tax Services. This included database management, account processing, on-line filing and payment processing for businesses, and a business support center.

In 2016, The City entered into a contract with HdL Companies for Sales Tax Services and Transient Occupancy Tax Services. The HdL Companies Sales Tax Services include: Database management, quarterly reporting by individual businesses and categories; working with the State on tax allocation reviews, and assisting with budgetary projections. Their Transient Occupancy Tax (TOT) Services include: Database management, reporting, account processing, on-line filing and payment processing, customer support, compliance monitoring and annual reporting.

In 2020, Council approved a two-year contract with HdL Companies that included all three services: Sales Tax Services, Business License Tax Services, and Transient Occupancy Tax Services. The consolidation of the contract to include all three services and successful negotiations reduced the annual base cost for services by 32%.

In 2021, the City conducted an HdL Customer Service Survey throughout the community. The survey results are included in this report as Attachment #2. The City has discussed the survey and the written concerns with HdL Services. They have indicated that they are committed to continuously improving their service levels.

At the beginning of the current fiscal year, The City entered into a short-term contract with HdL Companies in an amount not to exceed $39,000 (attachment #1). Currently, the Administrative Services Department, along with other City departments, is experiencing a shortage of staff. The department currently has 1.5 vacancies, with a planned retirement in December; and one staff member off on a leave of absence. Due to the reduced staffing levels; and the amount of time that will be needed to migrate and validate the City's data, it will be challenging to consider a transition to a new vendor. Staff is recommending an amendment to the current contract. This will provide additional time for the department to become fully staffed.

The proposed contract amendment will include the following updates to the contract term and amount; and will require the Mayor's signature.

- Extend the contract term to June 30, 2023, with an option to extend it for an additional year
- Increase the payment to an amount not to exceed $60,000 annually

If approved, staff will prepare the amendment based on the information listed above. There are no other changes proposed to the agreement.

The City is required by the state to enact a resolution for the Examination of Sales or Transactions and Use Tax records to allow for review of Measure A, as well as the City's other sales; and transactions and use taxes. A draft of the resolution is attached (attachment #3) to this report for consideration.

OPTIONS

1. Take no action
2. Provide alternate direction.

FINANCIAL IMPACT:

The funds to support this agreement are included in the FY 22/23 budget.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

HdL Companies Agreement

HdL Customer Service Survey Results

Resolution - Examination of Sales or Transactions and Use Tax Records

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CITY OF PACIFIC GROVE
VENDOR SERVICES AGREEMENT

This VENDOR SERVICES AGREEMENT ("Agreement") is made and effective **July 1, 2022,** by and between the City of Pacific Grove, a municipal corporation ("City"), and **HdL Companies** ("VENDOR").

City wishes to retain the services of an experienced and qualified VENDOR to provide:

1. **Sales, Use and Transactions Tax Auditing and Information Services**
2. **Business License Tax Operations and Compliance Services**
3. **Transient Occupancy Tax Operations Management Services**

("Services"). VENDOR represents and warrants that it is qualified to perform those Services. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   Unless terminated in accordance with Section 8 below, the AGREEMENT will continue in full force and effect from the Effective Date through **October 31, 2022**. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

2. SCOPE OF SERVICES

   VENDOR will provide the Services listed in the Scope of Services attached hereto as Exhibit A. VENDOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

3. PERFORMANCE

   a. VENDOR shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of VENDOR hereunder in meeting its obligations under this Agreement.

   b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

   c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers,

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employees, and agents shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this Section.

d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.

e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

The City Manager, or designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by VENDOR, but not including the authority to enlarge the Scope of Work or change the compensation due to VENDOR. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change VENDOR's compensation, subject to Section 6 hereof.

5. PAYMENT

a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of **$39,000** unless otherwise first approved in writing by the City.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold,

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require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. VENDOR shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If City disputes any of VENDOR's fees, it shall give written notice to VENDOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. INSPECTION

City shall at all times have the right to inspect the work and materials. VENDOR shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve VENDOR from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

a. VENDOR's failure to comply with the provisions of this Agreement shall constitute a default. In the event that VENDOR is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating VENDOR for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the VENDOR. If such failure by the VENDOR to make progress in the performance of Services hereunder arises out causes beyond the VENDOR's control, and without fault or negligence of the VENDOR, it shall not be considered a default.

b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after

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service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event VENDOR fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

Confidentiality and Warranty; Records.

Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi)

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materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

10. RECORD AUDIT

In accordance with Government Code, Section 8546.7, for expenditures of greater than $10,000, records of both City and VENDOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11. INDEMNIFICATION

VENDOR shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, employees, agents, and volunteers (collectively, City) from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with VENDOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and VENDOR, or should City otherwise find VENDOR's legal counsel unacceptable, then VENDOR shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The VENDOR shall promptly pay any final judgment rendered against the City (and its officers, employees, agents and volunteers) with respect to claims determined by a trier of fact to have been the result of the

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VENDOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

VENDOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City. However, without affecting the rights of City under any provision of this agreement, VENDOR shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of VENDOR will be for that entire portion or percentage of liability not attributable to the active negligence of City.

No City officer, employee or agent shall be personally liable to VENDOR, in the event of any default or breach by City or for any amount that may become due to VENDOR.

Except as provided in Section 11, Indemnification, in no event will VENDOR be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature. VENDORS's duty to indemnify and hold harmless CITY shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license or permit.

12. INSURANCE

Without limiting VENDOR's indemnification of City, and prior to commencement of work, VENDOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described in Exhibit C and in a form that is satisfactory to City.

13. INDEPENDENT CONTRACTOR

a. VENDOR is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of VENDOR shall at all times be under VENDOR's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of VENDOR or any of VENDOR's officers, employees, or agents, except as set forth in this Agreement. VENDOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. VENDOR shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this AGREEMENT, VENDOR must:

a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and

c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

No City officer, employee of City, or their designees or agents, and no public officer who exercises authority over or responsibilities with respect to the Services provided under the Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

VENDOR shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Agreement, and shall comply with the City's conflict of interest code.

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If City determines VENDOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), VENDOR shall complete and file and shall require any other person performing Services under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing VENDOR's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.

b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of

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the party as set forth below or at any other address as that party may later designate by notice:

To City: Tori Hannah
Administrative Services Director/Assistant City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

To Vendor: Andrew Nickerson
President
Hinderliter, de Llamas, and Associates (HdL)
120 S. State College Blvd., Suite 200
Brea, CA 92821

Notice is effective on the date of personal service, or 5 days following deposit in a United States mailbox, or date of postmark. The parties may agree to notice by email.

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

VENDOR shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and VENDOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. VENDOR agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or

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arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of VENDOR warrants and represents that they have the authority to execute this Agreement on behalf of the VENDOR and the authority to bind VENDOR to the performance of its obligations hereunder.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to their obligations described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AMENDMENT

a. Any modification or amendment to this Agreement must be in writing.

b. Neither City nor VENDOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

27. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE VENDOR

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By: DocuSigned by: Tori Hannah 3B02FAB081E94DB...
Department Director

Date: 9/6/2022

By: DocuSigned by: Andrew Mckerson 2A8393594812482...
Vendor

Date: 9/6/2022

By: DocuSigned by: Ben Harvey AA58608E21DD48F...
City Manager or Mayor

Date: 9/6/2022

By: DocuSigned by: Tori Hannah 3B02FAB081E94DB...
City Administrative Services Department

Date: 9/6/2022

Approved As To Form: DocuSigned by: Brian Pierik 01871FB17BD8435...
City Attorney

9/6/2022
Date

Attachments:

	Exhibit A	Scope of Services
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

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Exhibit A

Scope of Work/Services

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.

3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

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2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1.CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

(i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measures "U" and "A" CITY boundaries, and therefore subject to transactions tax.

(ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

(iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

(iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measures "U" and "A" Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3.CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California

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Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measures "U" and "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measures "U" and "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. BUSINESS LICENSE TAX OPERATIONS AND COMPLIANCE SERVICES

1. Business License Tax Operations Management

1.1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

1.2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

1.3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.

1.4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

1.5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday,

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8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.

1.6. On-Line Filing & Payment Processing – HdL will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

2. Local Tax Compliance Services – HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.

2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

2.1.1. Lead Identification – Develop a list of entities subject to licensure/taxation within the City.

2.1.2. Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

2.1.3. Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

2.1.4. Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

2.1.5. Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

2.1.6. Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and

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other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.

2.2. **Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
2.2.2. Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.
2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.
2.2.4. Educate businesses on proper reporting practices.
2.2.5. Invoice and collect identified deficiencies.

2.3. **City's responsibilities**

2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.
2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

F. TRANSIENT OCCUPANCY TAX OPERATIONS MANAGEMENT

1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data and provide reports to the City.
2. Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.
3. New Account Processing – HdL will process any new TOT registrations for lodging establishments that change hand or newly offered properties.
4. Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.
5. Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries.

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Lodging providers will be able to access one of our tax specialists Monday-Friday 8:00am to 5:00pm Pacific via phone, email, fax, and the online support center.

6. On-Line Filing & Payment Processing – HdL will provide a website for lodging providers to make payments online.
7. Compliance Monitoring – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and providing compliance audits as mutually agreed to by the City and HdL.
8. Annual Reporting – In addition to standard monthly reports, HdL will continue to provide the City with annual analysis reports designed to provide key insights in the lodging provider community and the details on reporting of each lodging provider.

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Exhibit B

Payment Schedule

A. Sales, Use and Transactions Tax Auditing and Information Services

1. CONTRACTOR'S compensation for performing Sales and Use Tax Services related to audit recoveries shall be **15%** of all new sales and use tax revenue received by the City. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenues and includes retroactive back quarter adjustments obtained by HdL.

   CONTRACTOR shall provide the sales tax and economic analysis Services described in Exhibit A for a fee of **$350** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

   CONTRACTOR shall be paid **$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses **per Measure**. The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve-month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by HdL.

   CONTRACTOR shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being

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missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

B. Business License Tax Operations Management Services

1. **Compensation** - HdL's compensation for performing Business License Tax Operations Management Services related to business license is a fee of **$14.99** per processed account, per year. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.

2. **CPI Adjustment** – Fees for Business License Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

C. LOCAL TAX COMPLIANCE SERVICES

1. Discovery – HdL's fee for performing Local Tax Discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

   1.1 City Discovery Discount – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.

2. Audit – HdL's fee for performing Local Tax Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

3. Collection – HdL's fee for performing collections services shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

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4. Option to waive tax recovery – City may, at its discretion, elect to waive or reduce the tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

D. Transient Occupancy Tax Operations Management Service

1. Compensation - HdL's compensation for performing Transient Occupancy Tax Operations Management Services related to transient occupancy tax is $100.00 per lodging property, per year.

2. CPI Adjustment – Fees for Transient Occupancy Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. Travel Expenses – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.

Additional Services may be performed at a range of $95.00 to $325.00 per hour, depending on the complexity of tasks involved.

E. Payments

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

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Exhibit C

Insurance Specifications

General liability insurance. VENDOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VENDOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the VENDOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] VENDOR shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. VENDOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

VENDOR shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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Other provisions or requirements

Proof of insurance. VENDOR shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by VENDOR, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by VENDOR shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by VENDOR or City will withhold amounts sufficient to pay premium from VENDOR payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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Enforcement of contract provisions (non estoppel). VENDOR acknowledges and agrees that any actual or alleged failure on the part of the City to inform VENDOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the VENDOR maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. VENDOR agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. VENDOR agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by VENDOR, provide the same minimum insurance coverage and endorsements required of VENDOR. VENDOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. VENDOR agrees that upon request, all AGREEMENTS with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the

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VENDOR ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the VENDOR, the City and VENDOR may renegotiate VENDOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. VENDOR shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from VENDOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. VENDOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

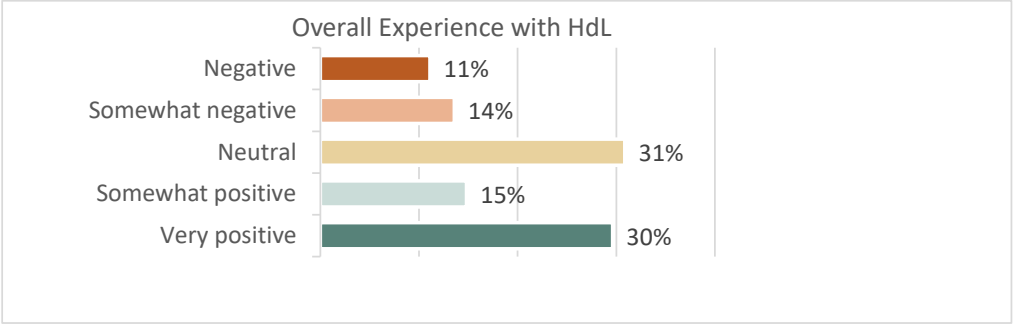
HDL Survey Results (Final)

12/9/2021

Total Responses **81**

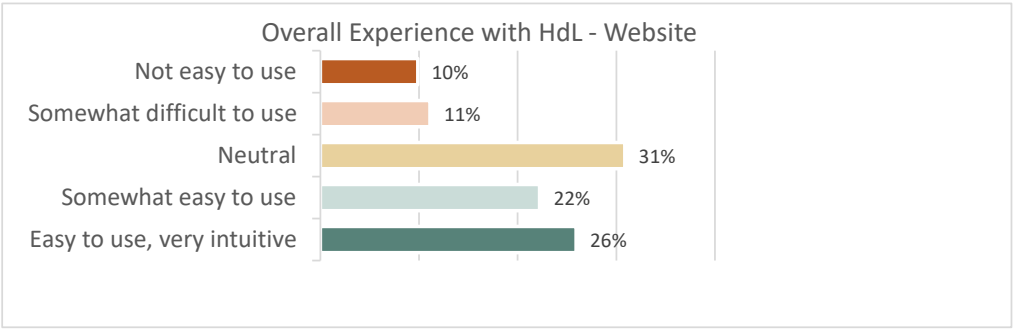
1 *Overall Experience with HdL*

Very positive	24	30%
Somewhat positive	12	15%
Neutral	**25**	**31%**
Somewhat negative	11	14%
Negative	9	11%



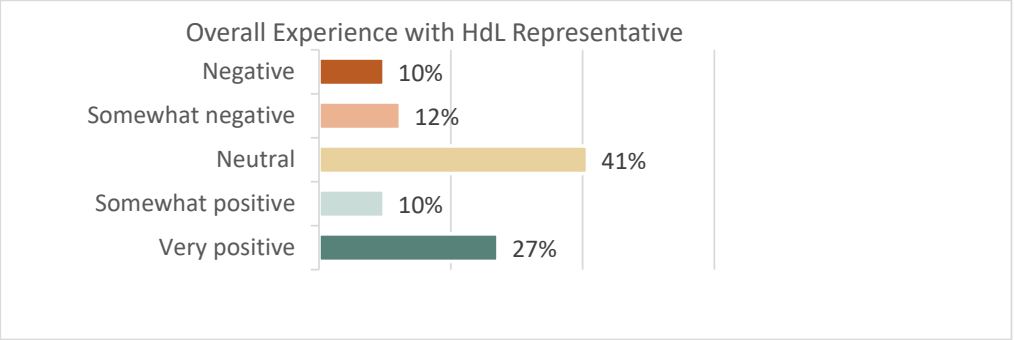
2 *Overall Experience with HdL - Website* [(1)]

Easy to use, very intuitive	21	26%
Somewhat easy to use	18	22%
Neutral	**25**	**31%**
Somewhat difficult to use	9	11%
Not easy to use	8	10%



3 *Experience with HdL Representative*

Very positive	22	27%
Somewhat positive	8	10%
Neutral	**33**	**41%**
Somewhat negative	10	12%
Very negative	8	10%

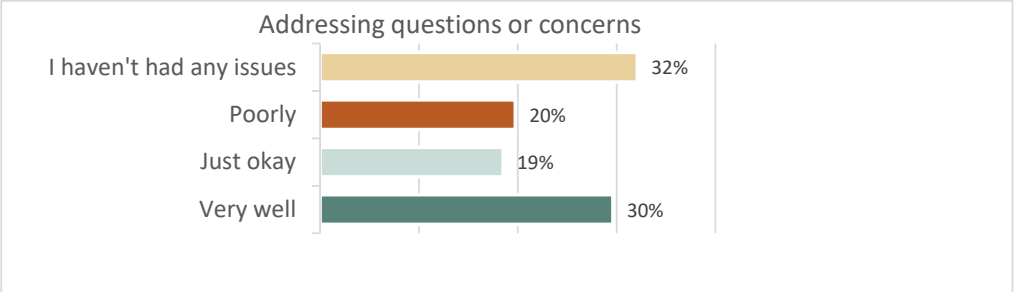


HDL Survey Results (Final) 12/9/2021

Total Responses **81**

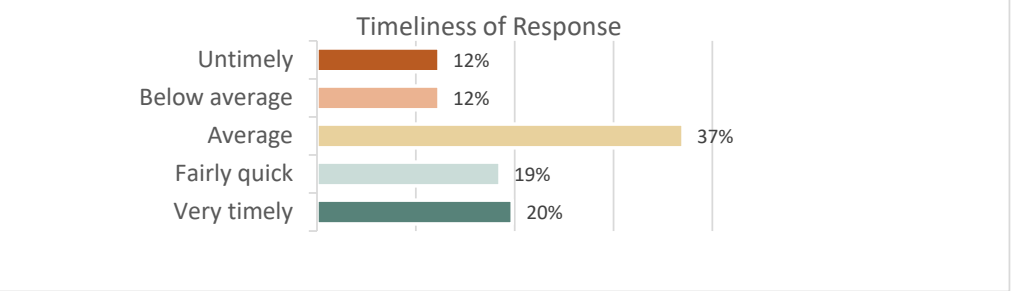
4 *How well did they adress your questions or concerns?*

Very well	24	30%
Just okay	15	19%
Poorly	16	20%
I haven't had any issues	**26**	**32%**



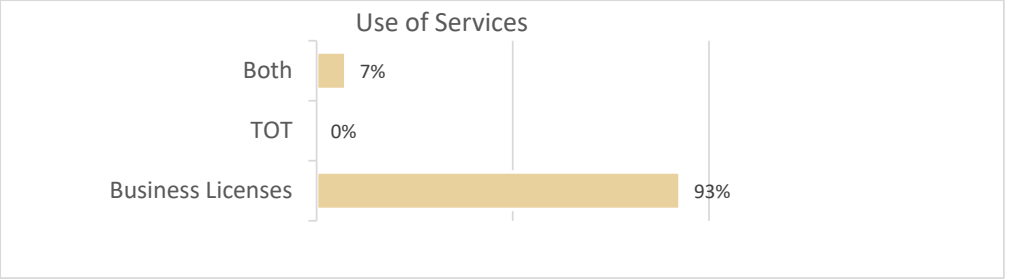
5 *If additional time was needed to respond to a question or resolve an issue, how timely were they in getting back to you?*

Very timely	16	20%
Fairly quick	15	19%
Average	**30**	**37%**
Below average	10	12%
Untimely	10	12%



6 *I use the City's HdL services for:*

Business Licenses	**75**	**93%**
TOT	0	0%
Both	6	7%



7 *How to improve service - See individual responses on the subsequent page*

(1) An issue with the survey software appeared to omit the reference to the website; however the responses seemed to pertain to the website use. Retained this information for general reference.

	Question 7 - How can we improve this service?
1	I turned in my application, it took a long time for them to get back to me (over 2 weeks), so I reached out, then they completed my application, made me wonder if anyone was looking at it.
2	Your survey is flawed in that questions 3, 4, and 5 do not apply to those who haven't needed a service representative - the asterisk is not explained in the online survey. Survey participants should be able to leave a question blank or there should be a "does not apply" option
3	We received 3 business license renewals via us mail and 2 via email with several different requirements for renewal. a single renewal notice would be better.
4	Mail out or email the notices for business license renewal before they are delinquent.
5	I realize this year was unusual, but when I got my renewal notice in the mail I calculated my tax (minimum) and returned a check within 2 days. Some time later I got a notice that I owed a late fee. I ignored that. And this week I got another late fee notice. I'm going to ignore that too. I'm not sure I even need a business license anymore, particularly if "late" fees kick in within 48 hours of notice.
6	I applied for a business license several weeks ago and still have not received my license yet. I have confirmed they received all the paperwork they need and payment. I applied for a business license in Monterey and received it within days. You should start doing whatever the City of Monterey is doing.
7	Get your billing department fixed
8	Try invoicing us on time!
9	I sent in my application/questions and have still not heard back from anyone. It has been a long wait and I need to just block out time to go downtown to actually talk to a human.
10	Often comes so late, high processing fees, not timely
11	Update contact info., mailing address, phone ,email etc.
12	I got no notice and had to search down how to pay for this. In general, I am disappointed with Pacific Grove as a place to keep my business and my life. The growth they are allowing and emphasis on money vs quality of life for residents is despicable.
13	Drop the business license fee for apartment owners. P.G. is the only City that I have apartments in that charge that fee.

		Question 7 - How can we improve this service?
14		Whenever I have needed questions answered by a representative, they seem helpful over the phone, but if I need written proof of their advice via email, I never receive it and I have to send multiple follow up emails. Currently I am trying to get the information on the status of a new business license application I submitted for a new business of mine, Naturally Chai. It has been over 2 weeks and several follow up emails and I have only gotten vague answers. I still have no ETA on when I can get my license, nor any information as to what is causing the hold up. Service from representatives has not been helpful at all in my experience.
15		Ensure business owners get license renewals on time, either via e-mail or mail hard copies. Lately, we haven't received either or and it's difficult for an organization such as this one that we managed over 160 properties in the bay area.
16		Transparency on webpage, better communication with local PG staff, and your rates are unnecessarily too high.

RESOLUTION NO. 22-XXX

A Resolution of the City Council of the City of Pacific Grove Authorizing Examination of Sales or Transactions and Use Tax Records

WHEREAS, pursuant to Ordinance Number 21-032, the City of Pacific Grove (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 21-032. Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Pacific Grove deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager or any other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract.

Section 3. That HdL Companies is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the HdL Companies:

a) has an existing contract with the City to examine those sales or transactions and use tax records;

b) is required by that contract to disclose the information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department.

Section 4. That this resolution supersedes all prior resolutions of the City Council of the City of Pacific Grove adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this_____day of_____ 20___.

ATTEST: (s) _____ (s) _____
City Clerk Mayor

I, _____, City Clerk of the City of _____, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of _____, at a regular meeting of said Council held on the _____ day of _____, 20___, by the following roll call vote:

Ayes: (Names of Councilmembers)

Noes: (Names of Councilmembers)

Absent: (Names of Councilmembers)

(s) _____
City Clerk

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: October 19, 2022

SUBJECT: Check Register Report - September 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

The check register is a detailed account of monthly expenditures. It provides budgetary insight and promotes transparency. It is an excellent counterpart to the City's monthly Core Revenue Report; and is a practice followed by many other local jurisdictions.

The check register is produced from the City's financial system. The report groups the checks by the respective city fund and vendor. The check register includes the check number, the check issue date, the name of the vendor, and a description of the purchase and the amount of the check.

Attached is the check register report for September 2022.

The monthly total is provided on the last page of the report.

OPTIONS

N/A - This is an informational report only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

September Check Register

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103661	09/02/22	3970	ALHAMBRA & SIERRA S	421	5201	WATER SERVICE	0.00	135.65
101	103662	09/02/22	9556	HDL ECONSOLUTIONS	121	5201	QTR 1 JAN-MARCH 202	0.00	8,700.00
101	103663	09/02/22	7433	IPS GROUP, INC	301	5224	PARKING METTER MAIN	0.00	1,264.75
101	103664	09/02/22	9708	MATTHEW LOGAN	01	4462	REFUND SWIM LESSONS	0.00	56.25
101	103665	09/02/22	1694	MISSION UNIFORM SER	502	5309	JUNE 22 UNIFORM SER	0.00	12.40
101	103665	09/02/22	1694	MISSION UNIFORM SER	503	5309	JUNE 22 UNIFORM SER	0.00	12.40
101	103665	09/02/22	1694	MISSION UNIFORM SER	505	5309	JUNE 22 UNIFORM SER	0.00	12.40
TOTAL CHECK								0.00	37.20
101	103667	09/02/22	9575	REMY MOOSE MANLEY,	201	5205	LEGAL RETAINER FOR	0.00	3,097.99
101	103668	09/02/22	9709	SYLVIA GRISWOLD	01	4462	REFUND CAMP PROGRAM	0.00	54.00
101	103669	09/02/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	264.95
101	103669	09/02/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	299.50
101	103669	09/02/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL SERVICES	0.00	1,772.50
101	103669	09/02/22	4299	NOLAND, HAMERLY, ET	121	5205	MANAGEMENT REPRESEN	0.00	2,770.50
101	103669	09/02/22	4299	NOLAND, HAMERLY, ET	121	5205	MANAGEMENT REPRESEN	0.00	5,693.00
TOTAL CHECK								0.00	10,800.45
101	103671	09/02/22	3970	ALHAMBRA & SIERRA S	421	5201	WATER SERVICE	0.00	220.07
101	103672	09/02/22	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	450.00
101	103673	09/02/22	8317	ANDREW BUTLER	201	5291	REIMB CAR WASH	0.00	38.95
101	103674	09/02/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103674	09/02/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
TOTAL CHECK								0.00	223.20
101	103676	09/02/22	8476	AT&T MOBILITY	301	5206	DEPARTMENT CELL PHO	0.00	1,636.36
101	103677	09/02/22	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	26.12
101	103677	09/02/22	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	86.02
101	103677	09/02/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	263.19
101	103677	09/02/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	1,052.94
TOTAL CHECK								0.00	1,428.27
101	103678	09/02/22	9707	BERT IHLEUFELD	01	4201	TREE PERMIT REFUND	0.00	159.20
101	103679	09/02/22	5303	VERIZON BUSINESS	301	5206	VERIZON PORT ACCESS	0.00	591.06
101	103682	09/02/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	57.40
101	103682	09/02/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	64.36
101	103682	09/02/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MAEERIALS	0.00	66.10
101	103682	09/02/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	159.16
TOTAL CHECK								0.00	347.02

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103683	09/02/22	2993	CENTRALSQUARE TECHN	131	5201	FIN SOFTWARE MAINT	0.00	4,296.93
101	103684	09/02/22	9711	CLAUDIA GUTIERREZ M	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103685	09/02/22	5171	COMCAST	133	5206	TV SERVICES CITY HA	0.00	14.05
101	103685	09/02/22	5171	COMCAST	133	5206	INTERNET REC	0.00	93.65
101	103685	09/02/22	5171	COMCAST	133	5206	INTERNET - CITY HAL	0.00	163.16
TOTAL CHECK								0.00	270.86
101	103686	09/02/22	9284	ARCPOINT LABS OF MO	121	5230	PRE EMPLOYMENT	0.00	110.00
101	103687	09/02/22	8737	COYOTE VALLEY NURSE	503	5223	LANDSCAPING MATERIA	0.00	719.25
101	103688	09/02/22	649	CPS HR CONSULTING	121	5201	APPLICANT TESTING	0.00	443.30
101	103688	09/02/22	649	CPS HR CONSULTING	121	5201	APPLICANT TESTING	0.00	819.50
TOTAL CHECK								0.00	1,262.80
101	103690	09/02/22	9713	FRANCISCO HERNANDEZ	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103691	09/02/22	1044	GALLS PARENT HOLDIN	301	5291	DEPT RADIO CASES	0.00	668.32
101	103692	09/02/22	7884	GARDAWORLD	131	5202	EXCESS PREMISE TIME	0.00	6.81
101	103695	09/02/22	9712	HAILEY SINDER	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103696	09/02/22	8975	HEIHACHIRO TAKARABE	421	5208	CONTRACTOR PAYMENT	0.00	112.00
101	103697	09/02/22	8993	HR & ASSOCIATES	225	5201	ATC PLANNING SERVIC	0.00	750.00
101	103698	09/02/22	9710	JOANA GARCIA	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103699	09/02/22	1467	LANGUAGE LINE SERVI	301	5201	TRANSLATION SERVICE	0.00	58.15
101	103700	09/02/22	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	43.49
101	103701	09/02/22	1693	MISSION LINEN SUPPL	351	5291	LATE FEE	0.00	3.08
101	103701	09/02/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103701	09/02/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103701	09/02/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103701	09/02/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
TOTAL CHECK								0.00	300.40
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	77.21
101	103704	09/02/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	13.34
101	103704	09/02/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	13.34
101	103704	09/02/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	72.88
101	103704	09/02/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	72.88
101	103704	09/02/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	8.80
101	103704	09/02/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	8.80
101	103704	09/02/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	8.80
TOTAL CHECK								0.00	1,280.04
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	501	5221	2ND READ CID BUD AM	0.00	108.81
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	121	5221	COLA/CLASS/COMP ADO	0.00	108.81
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	201	5221	PH-126 5TH	0.00	181.35
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	101	5221	CANNABIS TAX MEASUR	0.00	272.03
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	101	5221	CHARTER AMEND AD	0.00	272.03
101	103705	09/02/22	3807	MONTEREY COUNTY WEE	101	5221	CANNABIS ADVOCACY A	0.00	272.03
TOTAL CHECK								0.00	1,215.06
101	103706	09/02/22	9369	MORELAND INVESTIGAT	301	5201	BACKGROUND INVESTIG	0.00	268.72
101	103707	09/02/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	56.42
101	103707	09/02/22	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	65.76
101	103707	09/02/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	78.42
TOTAL CHECK								0.00	200.60
101	103708	09/02/22	7054	ORLANDO PEREZ	301	5215	UBER RIDE REIMB	0.00	28.65
101	103709	09/02/22	2012	P.G. MUSEUM OF NATU	411	5201	1ST QTR 22/23 ADMIN	0.00	73,781.50
101	103710	09/02/22	8383	POWER DMS	301	5201	PLANIT SCHED SOFTWA	0.00	1,817.90
101	103711	09/02/22	9705	QJ NORTH AMERICA, I	301	5291	ELECTRIC BIKE	0.00	1,279.00
101	103712	09/02/22	9706	ROBERT BOERNER	01	4203	REFUND PERMIT #2208	0.00	335.56
101	103713	09/02/22	9714	SAMANTHA MOORE	01	214	DAMAGE DEPOSIT REFU	0.00	510.00
101	103714	09/02/22	7891	SIR SPEEDY	101	5303	BUSINESS CARDS	0.00	89.25

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103715	09/02/22	2541	SPCA OF MONTEREY CO	301	5201	ANIMAL SHELTER SERV	0.00	875.00
101	103716	09/02/22	5252	ULINE	301	5291	CREDIT MEMO	0.00	-81.56
101	103716	09/02/22	5252	ULINE	301	5291	RANGE SUPPLIES	0.00	100.11
TOTAL CHECK								0.00	18.55
101	103717	09/02/22	7867	UPS	301	5211	UPS PICK UP	0.00	7.00
101	103718	09/02/22	2768	V & V MANUFACTURING	301	5291	CORPORAL BADGE	0.00	69.85
101	103721	09/02/22	7555	ADT SECURITY SERVIC	503	5223	PW	0.00	239.61
101	103722	09/02/22	4965	ALVAREZ TECHNOLOGY	133	5201	AFTER HOURS SUPPORT	0.00	450.00
101	103723	09/02/22	5363	AT&T CALNET 3	133	5206	INTERNET LIBRARY	0.00	365.90
101	103724	09/02/22	9719	CHRISTY HEILAND	01	4201	POD WAS CANCELLED	0.00	56.00
101	103725	09/02/22	5171	COMCAST	133	5206	INTERNET - PW	0.00	238.64
101	103726	09/02/22	9717	DONNA GATES	01	4534	REFUND OF CC FEES	0.00	102.58
101	103727	09/02/22	9469	KNOWBE4	133	5229	CYBERSECURITY TRAIN	0.00	1,113.00
101	103727	09/02/22	9469	KNOWBE4	133	5229	CYBERSECURITY TRAIN	0.00	2,463.00
TOTAL CHECK								0.00	3,576.00
101	103728	09/02/22	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
101	103729	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	REC	0.00	331.37
101	103730	09/02/22	9147	REVIZE, LLC	133	5201	WEBSITE HOSTING/MAI	0.00	1,800.00
101	103731	09/02/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	20.04
101	103731	09/02/22	2786	VERIZON WIRELESS	133	5212	IT	0.00	38.01
101	103731	09/02/22	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	51.42
101	103731	09/02/22	2786	VERIZON WIRELESS	121	5212	CM	0.00	59.27
101	103731	09/02/22	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	64.70
101	103731	09/02/22	2786	VERIZON WIRELESS	401	5212	LIB	0.00	76.02
101	103731	09/02/22	2786	VERIZON WIRELESS	421	5212	REC	0.00	90.98
101	103731	09/02/22	2786	VERIZON WIRELESS	201	5212	CDD	0.00	91.44
101	103731	09/02/22	2786	VERIZON WIRELESS	301	5212	PD	0.00	100.33
101	103731	09/02/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	130.90
101	103731	09/02/22	2786	VERIZON WIRELESS	501	5212	PW	0.00	1,401.43
TOTAL CHECK								0.00	2,124.54
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA ST	0.00	0.29
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	0.32
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	1.80
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	2.26
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	3.97
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	4.44
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN -	0.00	4.89

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD	0.00	4.89
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	10.21
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	10.30
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	11.27
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	11.46
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	14.10
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	14.11
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	14.78
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	16.48
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.65
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	41.89
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	44.82
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	45.80
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	55.85
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	78.63
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	78.63
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	81.74
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	82.57
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	84.59
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	90.78
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	98.86
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	98.91
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	142.50
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	150.17
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	156.31
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	162.11
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	183.48
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	202.23
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	212.40
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	320.05
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5802	SUNSET SR. - LOAN	0.00	338.81
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	377.13
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	569.08
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	584.18
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT - 2	0.00	629.06
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,061.44
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT -	0.00	1,127.07
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,452.11
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	2,015.50
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	236.31
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	249.00
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	249.00
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5802	14TH&JUNIPERO-LOAN	0.00	294.94
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	72.22
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	18.92
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	19.72
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	20.39
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	20.80
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	21.07
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	34.89
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	23.50

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	24.31
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	18.65
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	31.59
TOTAL CHECK								0.00	13,083.04
101	103735	09/01/22	2133	PERS	131	5202	GASB 68 REPORT	0.00	1,400.00
101	103736	09/02/22	4468	RENTAL DEPOT MONTER	503	5223	STUMP CUTTER	0.00	727.50
101	103742	09/09/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103742	09/09/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103742	09/09/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,745.78
TOTAL CHECK								0.00	2,493.11
101	103743	09/09/22	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	567.00
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,454.34
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,171.06
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103744	09/09/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
TOTAL CHECK								0.00	44,224.07
101	103745	09/09/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103745	09/09/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,241.48
TOTAL CHECK								0.00	2,589.48
101	103746	09/09/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,244.12
101	103746	09/09/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,038.70
101	103746	09/09/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	40,396.99
TOTAL CHECK								0.00	65,679.81
101	103747	09/09/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	398.16
101	103748	09/09/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	257.13
101	103749	09/09/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	736.25

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103750	09/09/22	2938	MASS MUTUAL (457 PL	01	202	DED:4100 DEF COM	0.00	149.23
101	103750	09/09/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	365.00
101	103750	09/09/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	12,996.57
TOTAL CHECK								0.00	13,510.80
101	103751	09/09/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103752	09/09/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	30.00
101	103753	09/09/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	18.55
101	103753	09/09/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	78.84
101	103753	09/09/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,280.67
101	103753	09/09/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,865.48
101	103753	09/09/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,110.05
TOTAL CHECK								0.00	10,353.59
101	103754	09/09/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	94.75
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	338.31
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	568.50
101	103755	09/09/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
TOTAL CHECK								0.00	1,995.48
101	103756	09/09/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	127.67
101	103757	09/09/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103757	09/09/22	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	14.97
101	103757	09/09/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	103757	09/09/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	98.05
101	103757	09/09/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	381.87
101	103757	09/09/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	441.40
101	103757	09/09/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	784.41
101	103757	09/09/22	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	103757	09/09/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	103757	09/09/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,505.81
101	103757	09/09/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,640.48
101	103757	09/09/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,807.42
101	103757	09/09/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,122.91
101	103757	09/09/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,438.36
101	103757	09/09/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	9,463.52
101	103757	09/09/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,876.82
101	103757	09/09/22	2133	PERS	01	202	DED:01 PERS	0.00	11,148.91
TOTAL CHECK								0.00	68,865.63
101	103758	09/09/22	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	7.00
101	103758	09/09/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	904.16
TOTAL CHECK								0.00	911.16

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103759	09/09/22	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	14.95
101	103760	09/09/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,952.44
101	103761	09/09/22	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,370.25
101	103762	09/09/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103763	09/09/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	758.82
101	103764	09/09/22	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88
101	103764	09/09/22	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101	103764	09/09/22	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00
101	103764	09/09/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	202.42
101	103764	09/09/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	285.01
TOTAL CHECK								0.00	694.31
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	CREDIT/DISCOUNT	0.00	-184.19
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	0.26
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	0.83
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	1.04
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	1.52
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	1.73
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPARTMENT	0.00	2.70
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	4.33
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	5.18
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	7.17
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	7.20
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	8.45
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD B&G	0.00	9.34
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.41
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.85
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5227	B&G 51 VEHICLE	0.00	10.86
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	10.86
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	11.48
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5291	PD OFFICE SUPPLIES	0.00	11.51
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	6.46
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	6.50
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	6.70
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	14.08
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	15.08
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	16.30
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD	0.00	16.93
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD B&G	0.00	17.14
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	17.16
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	17.38
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	17.38
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5227	B&G 54 VEHICLE	0.00	17.39
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	25.85
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	26.06
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5227	B&G 51 VEHICLE	0.00	26.09
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD B&G	0.00	27.98

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	28.67
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	29.53
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	30.43
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	201	5291	CDD	0.00	31.34
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	32.63
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	35.87
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	36.51
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	36.96
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	41.30
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	301	5223	PD B&G	0.00	43.47
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	44.54
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	44.92
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	46.49
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	46.74
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	50.31
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	54.36
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	58.52
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	62.64
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G 51 VEHICLE	0.00	76.55
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	77.52
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	77.70
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	79.39
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	88.99
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	421	5361	RECREATION	0.00	93.48
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	106.26
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	107.15
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	110.42
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	123.98
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	18.48
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	19.12
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	20.81
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	421	5361	RECREATION	0.00	40.41
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	348.63
TOTAL CHECK								0.00	2,350.13
101	103769	09/08/22	1768	STURDY OIL COMPANY	505	5311	JULY 2022 FUEL	0.00	1,137.41
101	103769	09/08/22	1768	STURDY OIL COMPANY	01	111	JULY 2022 FUEL	0.00	1,702.19
101	103769	09/08/22	1768	STURDY OIL COMPANY	503	5311	JULY 2022 FUEL	0.00	2,274.82
101	103769	09/08/22	1768	STURDY OIL COMPANY	301	5311	JULY 2022 FUEL	0.00	5,055.70
TOTAL CHECK								0.00	10,170.12
101	103773	09/15/22	4943	US BANK	133	5207	KHASIMI CC AUG 2022	0.00	-1,486.49
101	103773	09/15/22	4943	US BANK	501	5261	GHO CC AUG 2022	0.00	15.96
101	103773	09/15/22	4943	US BANK	301	5301	FRANCIS CC AUG 2022	0.00	24.59
101	103773	09/15/22	4943	US BANK	121	5301	LINDSTROM CC AUG 20	0.00	40.13
101	103773	09/15/22	4943	US BANK	301	5215	MADALONE CC AUG 202	0.00	50.00
101	103773	09/15/22	4943	US BANK	401	5215	GODWIN CC AUG 2022	0.00	99.98
101	103773	09/15/22	4943	US BANK	133	5206	KHASIMI CC AUG 2022	0.00	105.23
101	103773	09/15/22	4943	US BANK	101	5291	HARVEY CC AUG 2022	0.00	116.33
101	103773	09/15/22	4943	US BANK	501	5215	GHO CC AUG 2022	0.00	125.00
101	103773	09/15/22	4943	US BANK	121	5291	KANDELL CC AUG 2022	0.00	127.39
101	103773	09/15/22	4943	US BANK	301	5291	MADALONE CC AUG 202	0.00	171.62

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103773	09/15/22	4943	US BANK	121	5236	LIVIAN CC AUG 2022	0.00	181.26
101	103773	09/15/22	4943	US BANK	421	5309	CLARK CC AUG 2022	0.00	193.35
101	103773	09/15/22	4943	US BANK	133	5229	KHASIMI CC AUG 2022	0.00	197.12
101	103773	09/15/22	4943	US BANK	421	5361	CLARK CC AUG 2022	0.00	207.66
101	103773	09/15/22	4943	US BANK	501	5223	GHO CC AUG 2022	0.00	232.30
101	103773	09/15/22	4943	US BANK	401	5301	GODWIN CC AUG 2022	0.00	262.35
101	103773	09/15/22	4943	US BANK	301	5291	FRANCIS CC AUG 2022	0.00	280.75
101	103773	09/15/22	4943	US BANK	133	5212	KHASIMI CC AUG 2022	0.00	387.17
101	103773	09/15/22	4943	US BANK	133	5224	KHASIMI CC AUG 2022	0.00	422.87
101	103773	09/15/22	4943	US BANK	301	5301	PD TRAVEL CC AUG 20	0.00	424.95
101	103773	09/15/22	4943	US BANK	101	5215	HARVEY CC AUG 2022	0.00	544.60
101	103773	09/15/22	4943	US BANK	131	5221	HANNAH CC AUG 2022	0.00	593.00
101	103773	09/15/22	4943	US BANK	301	5215	FRANCIS CC AUG 2022	0.00	600.00
101	103773	09/15/22	4943	US BANK	501	5291	GHO CC AUG 2022	0.00	735.58
101	103773	09/15/22	4943	US BANK	401	5303	WEIRICK CC AUG 2022	0.00	809.14
101	103773	09/15/22	4943	US BANK	201	5215	WYATT CC AUG 2022	0.00	834.96
101	103773	09/15/22	4943	US BANK	101	5291	LINDSTROM CC AUG 20	0.00	1,238.90
101	103773	09/15/22	4943	US BANK	121	5215	HARVEY CC AUG 2022	0.00	1,529.71
101	103773	09/15/22	4943	US BANK	301	5215	PD TRAVEL CC AUG 20	0.00	1,558.73
101	103773	09/15/22	4943	US BANK	301	5291	PD TRAVEL CC AUG 20	0.00	1,802.42
101	103773	09/15/22	4943	US BANK	301	5275	FRANCIS CC AUG 2022	0.00	3,043.72
TOTAL CHECK								0.00	15,470.28
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LATE FEE	0.00	3.13
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
101	103774	09/16/22	1693	MISSION LINEN SUPPL	351	5291	LINEN SERVICES	0.00	74.33
TOTAL CHECK								0.00	374.78
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	12.60
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	1.47
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	1.47
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	1.47
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	13.34
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	13.34
101	103778	09/16/22	1694	MISSION UNIFORM SER	351	5291	LINEN AND UNIFORM C	0.00	13.34
101	103778	09/16/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	72.88
101	103778	09/16/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	72.88
101	103778	09/16/22	1694	MISSION UNIFORM SER	421	5201	LINEN AND UNIFORM C	0.00	72.88
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	74.08
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	74.08
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	74.52
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	74.52
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	77.21
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	77.21
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	77.21
101	103778	09/16/22	1694	MISSION UNIFORM SER	502	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	503	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	505	5309	LINEN AND UNIFORM C	0.00	74.53
TOTAL CHECK								0.00	1,747.13
101	103779	09/16/22	9728	ALEXANDRA WHITE	01	4462	POOL 07/21 & 07/26	0.00	18.75
101	103780	09/16/22	3970	ALHAMBRA & SIERRA S	351	5291	WATER SERVICE	0.00	383.12
101	103781	09/16/22	4488	ALTERNATOR STARTER	351	5227	FIRE DEPT UNIT 6494	0.00	1,497.60
101	103782	09/16/22	8643	AMANDA BALTIERRA	301	5311	FUEL FOR RAV4	0.00	30.00
101	103783	09/16/22	8330	AMAZON CAPITAL SERV	501	5301	SUPPLIES	0.00	76.02
101	103783	09/16/22	8330	AMAZON CAPITAL SERV	301	5227	UNIT 5	0.00	76.16
101	103783	09/16/22	8330	AMAZON CAPITAL SERV	501	5301	SUPPLIES	0.00	112.76
TOTAL CHECK								0.00	264.94
101	103784	09/16/22	9731	AMBER DIXON	01	214	REFUND DAMAGE DEPOS	0.00	189.00
101	103785	09/16/22	3905	AMERICAN LOCK & KEY	503	5223	BUILDING REPAIR MAI	0.00	49.16
101	103785	09/16/22	3905	AMERICAN LOCK & KEY	503	5223	BUILDING REPAIR MAI	0.00	228.75
TOTAL CHECK								0.00	277.91

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,161.02
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,188.31
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	4,984.94
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	CREDIT	0.00	-82.98
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	165.35
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	202.49
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	413.69
101	103786	09/16/22	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	481.22
TOTAL CHECK								0.00	8,514.04
101	103787	09/16/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103787	09/16/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103787	09/16/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
TOTAL CHECK								0.00	334.80
101	103788	09/16/22	6154	AT&T	133	5206	INTERNET LIGHTHOUSE	0.00	81.67
101	103789	09/16/22	5363	AT&T CALNET 3	133	5212	CH - GENERATOR ALAR	0.00	26.83
101	103789	09/16/22	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	26.38
101	103789	09/16/22	5363	AT&T CALNET 3	133	5212	PHONES - LIBRARY	0.00	2,017.17
101	103789	09/16/22	5363	AT&T CALNET 3	133	5206	INTERENT - LIBRARY	0.00	207.39
TOTAL CHECK								0.00	2,277.77
101	103790	09/16/22	9730	AUDREY LORCA	01	4462	POOL 7/21/2022	0.00	9.38
101	103791	09/16/22	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	31.07
101	103791	09/16/22	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	351.00
TOTAL CHECK								0.00	382.07
101	103793	09/16/22	9724	BRENNAN KAHL	01	4462	POOOL 7/21/22	0.00	9.38
101	103794	09/16/22	9716	WHITSON JANITORIAL	503	5201	FY22/23 JANITORIAL	0.00	2,100.00
101	103795	09/16/22	365	BSN SPORTS	421	5361	PICKLEBALL NETS/STA	0.00	1,520.72
101	103796	09/16/22	6329	BURKE, WILLIAMS & S	111	5203	CITY ATTORNEY SERVI	0.00	49,056.75
101	103797	09/16/22	402	CA DEPT OF JUSTICE	301	5201	DOJ LIVESCANS	0.00	381.00
101	103798	09/16/22	8113	CALIFORNIA TOWING &	503	5227	UNIT 56	0.00	756.00
101	103799	09/16/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	26.96
101	103799	09/16/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	26.10
101	103799	09/16/22	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATS	0.00	140.89
TOTAL CHECK								0.00	193.95
101	103800	09/16/22	9723	CHELSEA PULCIFER	01	4462	POOL 7/21/22	0.00	9.38
101	103800	09/16/22	9723	CHELSEA PULCIFER	01	4462	POOL 07/21 & 07/26	0.00	18.75
TOTAL CHECK								0.00	28.13
101	103801	09/16/22	5171	COMCAST	133	5206	INTERNET - PD	0.00	307.07
101	103801	09/16/22	5171	COMCAST	133	5201	INTERNET - PW	0.00	-4.75

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	302.32
101	103802	09/16/22	706	CUMMINS-ALLISON COR	131	5225	JETSORT SERVICE CAL	0.00	549.00
101	103803	09/16/22	9734	CYNTHIA EZRA	01	4462	REFUND PRE-SCHOOL	0.00	167.11
101	103804	09/16/22	9573	D & M TRAFFIC SERVI	505	5309	SUPPLIES	0.00	421.77
101	103804	09/16/22	9573	D & M TRAFFIC SERVI	505	5309	SUPPLIES	0.00	773.48
TOTAL CHECK								0.00	1,195.25
101	103806	09/16/22	846	DROUGHT RESISTANT N	503	5223	LIGHTHOUSE LANDSCAP	0.00	42.61
101	103806	09/16/22	846	DROUGHT RESISTANT N	503	5223	LIGHTHOUSE LANDSCAP	0.00	62.05
101	103806	09/16/22	846	DROUGHT RESISTANT N	503	5223	LIGHTHOUSE LANDSCAP	0.00	87.29
TOTAL CHECK								0.00	191.95
101	103808	09/16/22	926	EWING IRRIGATION PR	503	5223	JEWEL PARK	0.00	39.21
101	103808	09/16/22	926	EWING IRRIGATION PR	503	5223	CREDIT-ARNETT PARK	0.00	-118.71
101	103808	09/16/22	926	EWING IRRIGATION PR	503	5223	JEWEL PARK	0.00	8.20
101	103808	09/16/22	926	EWING IRRIGATION PR	503	5223	JEWEL PARK	0.00	374.22
TOTAL CHECK								0.00	302.92
101	103809	09/16/22	4173	FASTENAL	503	5309	B&G SUPPLIES	0.00	122.16
101	103809	09/16/22	4173	FASTENAL	505	5309	B&G SUPPLIES	0.00	122.16
TOTAL CHECK								0.00	244.32
101	103810	09/16/22	1104	GRANITE CONSTRUCTIO	505	5309	SUPPLIES	0.00	700.26
101	103812	09/16/22	1138	GROVE MARKET	421	5309	SUPPLIES NON PROGRA	0.00	80.12
101	103813	09/16/22	6743	HANA GARDENS SEASID	503	5223	REFUND	0.00	-89.26
101	103813	09/16/22	6743	HANA GARDENS SEASID	503	5223	LIGHTHOUSE LANDSCAP	0.00	85.68
101	103813	09/16/22	6743	HANA GARDENS SEASID	503	5223	LIGHTHOUSE LANDSCAP	0.00	146.65
101	103813	09/16/22	6743	HANA GARDENS SEASID	503	5223	ORGANIC COMPOST	0.00	223.14
TOTAL CHECK								0.00	366.21
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	505	5309	STREETS	0.00	43.49
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	505	5309	STREETS	0.00	253.89
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	13.01
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	34.54
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	5.20
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	503	5223	B&G	0.00	207.26
TOTAL CHECK								0.00	557.39
101	103815	09/16/22	8975	HEIHACHIRO TAKARABE	421	5208	TAI CHI 8/3 - 8/31/	0.00	140.00
101	103816	09/16/22	8066	HINDERLITER, DE LLA	131	5201	Q3/2022	0.00	300.00
101	103816	09/16/22	8066	HINDERLITER, DE LLA	131	5201	SALES TAX Q1/2022	0.00	1,087.69
TOTAL CHECK								0.00	1,387.69
101	103817	09/16/22	4321	HOME DEPOT CREDIT S	505	5291	LATE FEES	0.00	36.30
101	103817	09/16/22	4321	HOME DEPOT CREDIT S	505	5309	STREETS TOOL	0.00	412.16
TOTAL CHECK								0.00	448.46

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103818	09/16/22	7433	IPS GROUP, INC	301	5213	IPS PARKING METER B	0.00	1,619.63
101	103818	09/16/22	7433	IPS GROUP, INC	301	5213	IPS PARKING METER B	0.00	1,699.58
TOTAL CHECK								0.00	3,319.21
101	103819	09/16/22	9733	JOSHUA JANDRO	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103820	09/16/22	9720	JULIANNE ADAN	01	4462	POWER OUTAGE 7/21/2	0.00	10.50
101	103821	09/16/22	9668	KELLEY GILBERT	01	4462	REFUND 07/21/22	0.00	10.50
101	103822	09/16/22	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	18.06
101	103822	09/16/22	3521	KIMBALL MIDWEST	502	5309	MECHANICAL STOCK	0.00	181.92
TOTAL CHECK								0.00	199.98
101	103823	09/16/22	9486	KRISTEN DEMPSEY	01	4462	POOL REFUND 7/21-7/	0.00	37.50
101	103823	09/16/22	9486	KRISTEN DEMPSEY	01	4462	POOL REFUND 7/21-7/	0.00	18.75
TOTAL CHECK								0.00	56.25
101	103824	09/16/22	9725	KRYSTAL BARSCHIG	01	4462	POWER OUTAGE 7/21/2	0.00	9.38
101	103825	09/16/22	9727	LEIGH BRODIE	01	4462	POOL 7/21 & 7/26	0.00	18.75
101	103827	09/16/22	9722	MARIA MATEO-NIPPES	01	4462	POOL 07/21	0.00	9.38
101	103827	09/16/22	9722	MARIA MATEO-NIPPES	01	4462	POOL 07/21 & 07/26	0.00	18.75
101	103827	09/16/22	9722	MARIA MATEO-NIPPES	01	4462	POOL 07/21 & 07/26	0.00	18.75
TOTAL CHECK								0.00	46.88
101	103828	09/16/22	9726	MARTHA DOWELL	01	4462	REFUND 7/21 & 7/26	0.00	21.00
101	103829	09/16/22	1607	MARTIN'S IRRIGATION	503	5223	ESPLANADE PARK	0.00	1,465.94
101	103831	09/16/22	1638	MONTEREY PEACE OFFI	301	5215	RANGE RENTAL/TRAINI	0.00	630.00
101	103832	09/16/22	3304	MIDWEST TAPE	401	5303	BOOKS & MATS	0.00	41.31
101	103832	09/16/22	3304	MIDWEST TAPE	401	5303	BOOKS & MATS	0.00	130.48
TOTAL CHECK								0.00	171.79
101	103834	09/16/22	3443	MONTEREY BAY PEST C	411	5223	EXCLUSION/CONST	0.00	1,897.00
101	103834	09/16/22	3443	MONTEREY BAY PEST C	411	5223	RODENT CONTROL	0.00	135.00
101	103834	09/16/22	3443	MONTEREY BAY PEST C	411	5223	RODENT CONTROL	0.00	475.00
TOTAL CHECK								0.00	2,507.00
101	103835	09/16/22	1756	MONTEREY COUNTY EHB	301	5201	SART AGREEMENT	0.00	2,000.00
101	103836	09/16/22	3807	MONTEREY COUNTY WEE	121	5221	2ND READ SALARY COL	0.00	126.95
101	103836	09/16/22	3807	MONTEREY COUNTY WEE	101	5221	AD RE NOMINEES	0.00	126.95
101	103836	09/16/22	3807	MONTEREY COUNTY WEE	201	5221	PH-829 OCEAN VIEW B	0.00	199.49
TOTAL CHECK								0.00	453.39
101	103838	09/16/22	1786	MONTEREY PENINSULA	505	5201	EMERGENCY STORMWATE	0.00	6,619.78

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FUND - 01 - GENERAL FUND

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101	103840	09/16/22	1802	CITY OF MONTEREY	351	5227	UNIT 6414	0.00	378.75
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL ADVICE ENAYAT	0.00	1,571.66
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL ADVICE ENAYAT	0.00	4,632.01
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	111	5205	LEGAL ADVICE ENAYAT	0.00	4,708.16
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	121	5205	MANAGEMENT REPRESEN	0.00	60.29
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	121	5205	MANAGEMENT REPRESEN	0.00	197.78
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	121	5201	ADMIN POLICY MANUAL	0.00	109.50
101	103842	09/16/22	4299	NOLAND, HAMERLY, ET	131	5205	PURCHASING MANUAL	0.00	109.50
TOTAL CHECK								0.00	11,388.90
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIBRARY SUPPLIES	0.00	39.42
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	45.20
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	101	5301	COUNCIL STORAGE BOX	0.00	10.04
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIBRARY SUPPLIES	0.00	10.23
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIB SUPPLIES	0.00	10.23
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	10.88
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIBRARY SUPPLIES	0.00	11.49
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5211	POSTAGE	0.00	11.60
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	131	5301	CREDIT	0.00	-49.58
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIBRARY SUPPLIES	0.00	6.51
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	121	5301	PAPER	0.00	67.87
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	101	5301	PAPER	0.00	67.87
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	79.90
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	501	5309	VOLUNTEER PROGRAM	0.00	80.52
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	89.20
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	91.38
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	501	5301	OFFICE SUPPLIES	0.00	103.77
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	107.08
101	103843	09/16/22	1958	ODP BUSINESS SOLUTI	401	5301	LIBRARY SUPPLIES	0.00	47.09
TOTAL CHECK								0.00	840.70
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	301	5227	PD UNIT 44 ACU	0.00	45.62
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	505	5226	STREETS GRINDER	0.00	17.36
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	503	5227	UNIT 54	0.00	67.49
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	501	5227	PW UNIT 69	0.00	73.06
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	503	5227	B&G UNIT 54	0.00	75.21
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	502	5309	MECH STOCK	0.00	104.36
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	503	5227	UNIT 53	0.00	130.38
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	503	5227	B&G UNIT 54	0.00	49.94
TOTAL CHECK								0.00	563.42
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	411	5802	MUSEUM	0.00	270.67
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	31.14
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	505	5222	GOLF STREETS	0.00	36.27
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	501	5222	PW	0.00	612.64
TOTAL CHECK								0.00	950.72
101	103847	09/16/22	2062	PACIFIC WEST WATER	201	5201	OFFICE SUPPLIES	0.00	42.85
101	103847	09/16/22	2062	PACIFIC WEST WATER	131	5201	OFFICE SUPPLIES	0.00	42.85
TOTAL CHECK								0.00	85.70

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103848	09/16/22	2118	PENINSULA WELDING &	421	5361	HELIUM TANK RENTAL	0.00	25.80
101	103848	09/16/22	2118	PENINSULA WELDING &	421	5361	HELIUM TANK RENTAL	0.00	25.80
101	103848	09/16/22	2118	PENINSULA WELDING &	421	5361	HELIUM TANK RENTAL	0.00	25.80
101	103848	09/16/22	2118	PENINSULA WELDING &	421	5361	HELIUM TANK RENTAL	0.00	25.80
TOTAL CHECK								0.00	103.20
101	103850	09/16/22	2219	PURE WATER	501	5309	WATER SERVICE	0.00	46.70
101	103850	09/16/22	2219	PURE WATER	502	5309	WATER SERVICE	0.00	46.70
101	103850	09/16/22	2219	PURE WATER	503	5309	WATER SERVICE	0.00	46.70
101	103850	09/16/22	2219	PURE WATER	505	5309	WATER SERVICE	0.00	46.70
TOTAL CHECK								0.00	186.80
101	103851	09/16/22	9729	RACHEL DILLER	01	4462	REFUND 7/21 & 7/26	0.00	21.00
101	103852	09/16/22	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	174.56
101	103853	09/16/22	2276	BECKS SHOES AND REP	501	5275	CHAD THOMAS	0.00	178.07
101	103853	09/16/22	2276	BECKS SHOES AND REP	501	5275	ARLON MOORE	0.00	244.70
101	103853	09/16/22	2276	BECKS SHOES AND REP	501	5275	EMILIO ALCARAZ	0.00	250.00
101	103853	09/16/22	2276	BECKS SHOES AND REP	501	5275	KYLE MOLINA	0.00	250.00
TOTAL CHECK								0.00	922.77
101	103854	09/16/22	4468	RENTAL DEPOT MONTER	503	5223	RENTAL EQUIPMENT	0.00	1,577.00
101	103854	09/16/22	4468	RENTAL DEPOT MONTER	503	5223	RENTAL EQUIPMENT	0.00	526.10
TOTAL CHECK								0.00	2,103.10
101	103855	09/16/22	2371	SAFETY-KLEEN SYSTEM	502	5309	SUPPLIES	0.00	331.19
101	103857	09/16/22	8068	SHI INTERNATIONAL C	133	5229	WATCHGUARD LICENSE	0.00	3,690.72
101	103858	09/16/22	2533	SOUTH BAY REG. PUBL	301	5215	PC 832/BALITERRA	0.00	126.00
101	103859	09/16/22	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	24.00
101	103859	09/16/22	6038	SPEAK WRITE BILLING	301	5201	TRANSCRIPTION SERVI	0.00	488.36
TOTAL CHECK								0.00	512.36
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	26.13
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	34.56
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	65.24
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	105.18
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	113.08
101	103860	09/16/22	2567	STAPLES CREDIT PLAN	301	5301	OFFICE SUPPLIES	0.00	143.52
TOTAL CHECK								0.00	487.71
101	103861	09/16/22	1768	STURDY OIL COMPANY	505	5311	AUGUST 2022 FUEL	0.00	1,155.25
101	103861	09/16/22	1768	STURDY OIL COMPANY	503	5311	AUGUST 2022 FUEL	0.00	2,310.48
101	103861	09/16/22	1768	STURDY OIL COMPANY	01	111	AUGUST 2022 FUEL	0.00	3,142.48
101	103861	09/16/22	1768	STURDY OIL COMPANY	301	5311	AUGUST 2022 FUEL	0.00	4,819.62
TOTAL CHECK								0.00	11,427.83
101	103862	09/16/22	2606	SUMMIT UNIFORMS	301	5291	UNIFORM/BISPHAM	0.00	346.72

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103863	09/16/22	7263	TOM'S SITE SERVICES	503	5201	LOVERS POINT PARK	0.00	4,283.99
101	103864	09/16/22	6970	TOPE'S SUSTAINABLE	503	5223	WOODCHIPS	0.00	999.66
101	103865	09/16/22	9721	TRACY TURPEN	01	4462	POOL REFUND 07/21/2	0.00	9.38
101	103866	09/16/22	8379	TRANSUNION RISK AND	301	5201	4170441/TLO	0.00	75.00
101	103869	09/16/22	7867	UPS	301	5211	UPS PICK-UP	0.00	7.00
101	103870	09/16/22	9648	ARC METAL FABRICATI	401	6001	50% DOWN PAYMENT	0.00	9,165.50
101	103871	09/16/22	2786	VERIZON WIRELESS	301	5206	WIRELESS MOBILE CON	0.00	518.44
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	PD STOCK	0.00	30.59
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	UNTI 44 ACU	0.00	56.25
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	PD STOCK	0.00	95.18
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	PD STOCK	0.00	133.72
101	103873	09/16/22	9305	WATSONVILLE FORD	503	5227	UNIT 59	0.00	139.23
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	UNIT 44 ACU	0.00	48.15
101	103873	09/16/22	9305	WATSONVILLE FORD	503	5227	UNIT 49	0.00	212.51
101	103873	09/16/22	9305	WATSONVILLE FORD	301	5227	PD STOCK	0.00	495.70
TOTAL CHECK								0.00	1,211.33
101	103874	09/16/22	6216	MONTEREY BAY TREEWO	513	5201	8/8 TO 8/19/2022	0.00	3,700.00
101	103874	09/16/22	6216	MONTEREY BAY TREEWO	513	5201	08/22 TO 09/02/2022	0.00	4,000.00
TOTAL CHECK								0.00	7,700.00
101	103875 V	09/16/22	8735	WEX BANK/DO NOT USE	301	5311	FUEL	0.00	-60.00
101	103875	09/16/22	8735	WEX BANK/DO NOT USE	301	5311	FUEL	0.00	60.00
TOTAL CHECK								0.00	0.00
101	103876	09/16/22	1204	WINNERS AWARDS & EN	513	5309	WINNERS	0.00	289.51
101	103877	09/16/22	9096	ZOE SHOATS	01	4462	POOL 07/21 & 07/26	0.00	18.75
101	103877	09/16/22	9096	ZOE SHOATS	01	4462	POOL 07/21 & 07/26	0.00	18.75
TOTAL CHECK								0.00	37.50
101	103879	09/16/22	8989	WEX BANK	301	5311	FUEL	0.00	60.00
101	103880	09/23/22	2952	AFLAC	01	202	DED:5291 AFLAC P/T	0.00	69.24
101	103880	09/23/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	678.09
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,709.54
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	57.06
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	72.82
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	-72.82
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	-57.06
101	103880	09/23/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	-21.00
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	-14.28
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	-13.14
101	103880	09/23/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	-6.75
101	103880	09/23/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	6.75

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	13.14
101	103880	09/23/22	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	14.28
101	103880	09/23/22	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	21.00
TOTAL CHECK								0.00	2,456.87
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	507.91
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:115 HEALTH	0.00	701.23
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:2074 HEALTH	0.00	911.50
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:118 HEALTH	0.00	911.60
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:120 HEALTH	0.00	1,015.82
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:1 HEALTH	0.00	1,057.01
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:2225 HEALTH INS	0.00	1,057.01
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:0563 HEALTH FAM	0.00	1,114.18
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	1,725.00
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:110 HEALTH	0.00	2,031.62
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,397.00
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,454.34
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	2,734.80
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:102 HEALTH	0.00	2,748.24
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,171.06
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,646.40
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	4,438.00
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	4,908.61
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	6,342.12
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	350.62
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	528.51
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	528.51
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	911.60
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	-911.60
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:100 HEALTH	0.00	-528.51
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	-528.51
101	103881	09/23/22	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	-350.62
TOTAL CHECK								0.00	44,224.07
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3300 AFLAC DEP	0.00	348.00
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	2,241.48
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	50.00
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	105.77
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	-105.77
101	103882	09/23/22	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	-50.00
TOTAL CHECK								0.00	2,589.48
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	47.53
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	52.41
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	54.24
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	66.98
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	75.76
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	79.38
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	83.12
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	87.50
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	118.48

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	146.49
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	166.51
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	189.92
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	231.86
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-231.86
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-189.92
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-166.51
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-146.49
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-118.48
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-87.50
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-83.12
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-79.38
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-75.76
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-66.98
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-54.24
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-52.41
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-47.53
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-35.40
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-29.38
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,241.82
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,465.19
101	103883	09/23/22	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41,572.50
101	103883	09/23/22	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	29.38
101	103883	09/23/22	3393	EFT	01	202	DED:*FM MEDICARE	0.00	35.40
TOTAL CHECK								0.00	67,279.51
101	103884	09/23/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	555.29
101	103884	09/23/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	398.16
101	103884	09/23/22	9589	FOREMAN FINANCIAL,	01	202	DED:7506 WAGE ORDER	0.00	-398.16
TOTAL CHECK								0.00	555.29
101	103885	09/23/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	100.00
101	103885	09/23/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	157.13
101	103885	09/23/22	3404	FRANCHISE TAX BOARD	01	202	DED:7502 WAGE GARN	0.00	-157.13
TOTAL CHECK								0.00	100.00
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	712.50
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	-23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	-23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	-23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	-23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	23.75
101	103886	09/23/22	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	23.75
TOTAL CHECK								0.00	712.50
101	103887	09/23/22	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	765.00
101	103887	09/23/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	500.00
101	103887	09/23/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	-500.00
101	103887	09/23/22	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,096.57
TOTAL CHECK								0.00	13,861.57

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103888	09/23/22	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	236.30
101	103889	09/23/22	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	30.00
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	19.52
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	56.18
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,263.48
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	2,865.37
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,323.29
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	122.27
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	125.41
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	129.94
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	-129.94
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	-125.41
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	-122.27
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	-19.29
101	103890	09/23/22	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	19.29
TOTAL CHECK								0.00	10,527.84
101	103891	09/23/22	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	44.13
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	94.75
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	187.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:202 DENTAL	0.00	189.64
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	338.31
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	568.50
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	616.33
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	47.41
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	-47.41
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	-18.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	-18.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	-18.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	18.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	18.95
101	103892	09/23/22	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	18.95
TOTAL CHECK								0.00	1,995.48
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	127.83
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	-1.04
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	-1.02
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	-0.98
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.98
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	1.02
101	103893	09/23/22	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	1.04
TOTAL CHECK								0.00	127.83
101	103894	09/23/22	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.25
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	82.77
101	103894	09/23/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	171.10
101	103894	09/23/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	381.87
101	103894	09/23/22	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	573.48

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103894	09/23/22	2133	PERS	01	202	DED:2001 PERS	0.00	880.32
101	103894	09/23/22	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	1,103.20
101	103894	09/23/22	2133	PERS	01	202	DED:2000 PERS EMPLY	0.00	1,179.00
101	103894	09/23/22	2133	PERS	01	202	DED:0002 PERS	0.00	5,505.81
101	103894	09/23/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,620.44
101	103894	09/23/22	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	6,807.42
101	103894	09/23/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	156.86
101	103894	09/23/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	160.58
101	103894	09/23/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	171.59
101	103894	09/23/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	173.59
101	103894	09/23/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	183.22
101	103894	09/23/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	212.90
101	103894	09/23/22	2133	PERS	01	202	DED:01 PERS	0.00	315.26
101	103894	09/23/22	2133	PERS	01	202	DED:01 PERS	0.00	350.78
101	103894	09/23/22	2133	PERS	01	202	DED:01 PERS	0.00	-350.78
101	103894	09/23/22	2133	PERS	01	202	DED:01 PERS	0.00	-315.26
101	103894	09/23/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	-212.90
101	103894	09/23/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	-183.22
101	103894	09/23/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	-173.59
101	103894	09/23/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	-171.59
101	103894	09/23/22	2133	PERS	01	202	DED:07 PERS CITY	0.00	-160.58
101	103894	09/23/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	-156.86
101	103894	09/23/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	-13.00
101	103894	09/23/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	-9.16
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	-0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	-0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	-0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	-0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	7,252.78
101	103894	09/23/22	2133	PERS	01	202	DED:0021 PERS REG M	0.00	8,268.81
101	103894	09/23/22	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	9,340.18
101	103894	09/23/22	2133	PERS	01	202	DED:01 PERS	0.00	11,107.93
101	103894	09/23/22	2133	PERS	01	202	DED:0006 PERS CITY	0.00	11,428.06
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0004 SURV BEN	0.00	0.93
101	103894	09/23/22	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	9.16
101	103894	09/23/22	2133	PERS	01	202	DED:08 PERS OTHER	0.00	13.00
TOTAL CHECK								0.00	69,699.92
101	103895	09/23/22	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	904.16
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	3,954.37
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	-32.16
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	-31.35
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	-30.09
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	-25.56
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	25.56
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	30.09
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	31.35
101	103896	09/23/22	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	32.16

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	3,954.37
101	103897	09/23/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	627.08
101	103897	09/23/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	55.44
101	103897	09/23/22	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	-55.44
TOTAL CHECK								0.00	627.08
101	103898	09/23/22	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	701.54
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	41.88
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	60.00
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	105.00
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	202.42
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	285.01
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	-15.00
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	-6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	-6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	-6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	6.98
101	103899	09/23/22	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	15.00
TOTAL CHECK								0.00	694.31
101	103900	09/22/22	8066	HINDERLITER, DE LLA	121	5201	CANNABIS ORDINANCE	0.00	1,500.00
101	103902	09/22/22	9561	THE FORD STORE MORG	301	6001	ANIMAL CONTROL VAN	0.00	37,168.39
101	103904	09/26/22	1523	LIEBERT CASSIDY WHI	121	5201	LEGAL SERVICES - EM	0.00	3,995.00
101	103904	09/26/22	1523	LIEBERT CASSIDY WHI	121	5201	LEGAL SERVICES - EM	0.00	5,270.00
TOTAL CHECK								0.00	9,265.00
101	103905	09/30/22	6788	JONES AND MAYER	301	5205	LEGAL FEES	0.00	2,565.00
101	103906	09/30/22	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	13,600.00
101	103906	09/30/22	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	45,279.00
TOTAL CHECK								0.00	58,879.00
101	103907	09/30/22	9744	ALEX CORNING	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103908	09/30/22	3970	ALHAMBRA & SIERRA S	421	5201	BOTTLED WATER SERVI	0.00	51.30
101	103909	09/30/22	4488	ALTERNATOR STARTER	503	5227	UNIT 53	0.00	244.70
101	103910	09/30/22	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	68.01
101	103911	09/30/22	9439	ANDREA HILL	301	5215	TRAVEL PER DIEM	0.00	368.00
101	103911	09/30/22	9439	ANDREA HILL	301	5215	TRAVEL PER DIEM	0.00	174.50
TOTAL CHECK								0.00	542.50
101	103912	09/30/22	9752	ANNA NILSON	01	4467	REFUND PRESCHOOL	0.00	26.78

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103913	09/30/22	9430	ARAMARK UNIFORM & C	301	5201	DEPARTMENT LINEN AN	0.00	111.60
101	103914	09/30/22	6154	AT&T	421	5212	PHONE LINES	0.00	33.97
101	103914	09/30/22	6154	AT&T	351	5212	FIRE ALARM	0.00	33.97
101	103914	09/30/22	6154	AT&T	133	5212	ADMIN ALARM	0.00	33.97
TOTAL CHECK								0.00	101.91
101	103915	09/30/22	8476	AT&T MOBILITY	301	5206	AT&T FIRSTNET DEPAR	0.00	1,636.36
101	103916	09/30/22	9750	BRIAN MCCOMBS	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103917	09/30/22	402	CA DEPT OF JUSTICE	301	5201	DOJ LIVESCANS	0.00	66.00
101	103918	09/30/22	3501	CALTRONICS BUSINESS	401	5225	8/14/2022-09/13/202	0.00	56.97
101	103918	09/30/22	3501	CALTRONICS BUSINESS	501	5225	8/14/2022-09/13/202	0.00	81.79
101	103918	09/30/22	3501	CALTRONICS BUSINESS	131	5225	8/14/2022-09/13/202	0.00	154.00
101	103918	09/30/22	3501	CALTRONICS BUSINESS	301	5225	8/14/2022-09/13/202	0.00	208.25
101	103918	09/30/22	3501	CALTRONICS BUSINESS	501	5225	8/14/2022-09/13/202	0.00	224.45
101	103918	09/30/22	3501	CALTRONICS BUSINESS	201	5225	8/14/2022-09/13/202	0.00	511.30
TOTAL CHECK								0.00	1,236.76
101	103919	09/30/22	2993	CENTRALSQUARE TECHN	131	5201	FINANCE SOFTWARE	0.00	4,296.93
101	103920	09/30/22	6309	COLANTUONO, HIGHSMI	111	5205	PG&E UUT LEGAL SERV	0.00	531.62
101	103921	09/30/22	5171	COMCAST	133	5206	TV SERVICE - CITY	0.00	14.05
101	103921	09/30/22	5171	COMCAST	133	5206	INTERNET - CH	0.00	153.16
TOTAL CHECK								0.00	167.21
101	103922	09/30/22	622	CHOMP	301	5291	BLOOD DRAWS	0.00	27.00
101	103923	09/30/22	9284	ARCPOINT LABS OF MO	121	5236	PRE EMPLOYMENT DRUG	0.00	330.00
101	103924	09/30/22	9573	D & M TRAFFIC SERVI	505	5331	DELINEATORS	0.00	620.10
101	103925	09/30/22	9746	DOUGLAS GERRITY	01	214	DAMAGE DEPOSIT REFU	0.00	196.00
101	103926	09/30/22	846	DROUGHT RESISTANT N	503	5223	PLANTS	0.00	79.97
101	103928	09/30/22	3342	EVA RASUL	301	5215	TRAVEL PER DIEM	0.00	330.75
101	103929	09/30/22	926	EWING IRRIGATION PR	503	5223	CREDIT - IRRIG BOX	0.00	-118.71
101	103930	09/30/22	5094	COASTAL FABRICATION	503	5223	CITY HALL RAIL REPA	0.00	2,856.31
101	103931	09/30/22	9757	GARRETT VAN ZANTEN	01	4467	REFUND PRESCHOOL	0.00	26.86
101	103932	09/30/22	8911	GISELLE ACEVEDO	301	5215	TRAVEL PER DIEM	0.00	368.00
101	103933	09/30/22	8993	HR & ASSOCIATES	225	5201	ATC PLANNING SERVIC	0.00	1,487.50
101	103934	09/30/22	7433	IPS GROUP, INC	301	5224	IPS METER MAINTENAN	0.00	512.18

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103935	09/30/22	9755	JACKIE SEITZ	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103936	09/30/22	9756	JEFFREY SOUZA	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103937	09/30/22	7529	JOCELYN FRANCIS	301	5215	TRAVEL PER DIEM	0.00	174.50
101	103938	09/30/22	9739	JUSTIN SUE	301	5215	TRAVEL PER DIEM	0.00	368.00
101	103939	09/30/22	9749	KELLY HAWES	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103940	09/30/22	9738	KEVIN SHUM	301	5215	TRAVEL PER DIEM	0.00	368.00
101	103941	09/30/22	3521	KIMBALL MIDWEST	503	5227	B&G WASH & WAX	0.00	91.46
101	103941	09/30/22	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	585.08
TOTAL CHECK								0.00	676.54
101	103942	09/30/22	9758	LANA WILSON	01	4469	CLASS REFUND	0.00	25.07
101	103943	09/30/22	9743	LEE BRADLEY	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103945	09/30/22	9745	LINDSEY DOBRINSKI	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103947	09/30/22	8647	MAIN STREET SIGNS	505	5309	TRUNCATED DOME MAT	0.00	439.54
101	103948	09/30/22	1607	MARTIN'S IRRIGATION	503	5223	7TH AND OVB	0.00	566.58
101	103948	09/30/22	1607	MARTIN'S IRRIGATION	503	5223	GOLF CLUB HOUSE	0.00	1,607.47
TOTAL CHECK								0.00	2,174.05
101	103949	09/30/22	8666	JENNIFER MCADAMS	101	5215	TRAVEL REIMBURSEMEN	0.00	310.99
101	103950	09/30/22	1788	MONTEREY COUNTY CON	101	5261	FY 21.22 Q4 APR-JUN	0.00	30,220.50
101	103951	09/30/22	8559	MICHAELA BASANESE	301	5215	TRAVEL PER DIEM	0.00	174.50
101	103952	09/30/22	9735	MONTEREY BAY DOOR I	503	5223	FIX DOOR	0.00	559.40
101	103954	09/30/22	3807	MONTEREY COUNTY WEE	201	5221	PH-HRI REMOVAL	0.00	235.76
101	103956	09/30/22	1801	MONTEREY TIRE SERVI	503	5227	UNIT 53	0.00	468.27
101	103956	09/30/22	1801	MONTEREY TIRE SERVI	503	5223	UNIT 54	0.00	846.60
TOTAL CHECK								0.00	1,314.87
101	103957	09/30/22	1802	CITY OF MONTEREY	351	5201	FY 22/23 FIRE SERVI	0.00	235,786.16
101	103959	09/30/22	6431	QUADIENT FINANCE US	131	5291	POSTAGE	0.00	1,000.00
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	1.83
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	SUPPLIES	0.00	5.46
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	SUPPLIES	0.00	29.90
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	48.93
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	SUPPLIES	0.00	49.58

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	54.34
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	63.06
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	131	5301	SUPPLIES	0.00	70.36
101	103960	09/30/22	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	84.15
TOTAL CHECK								0.00	407.61
101	103961	09/30/22	7054	ORLANDO PEREZ	301	5215	TRAVEL PER DIEM	0.00	373.76
101	103962	09/30/22	2062	PACIFIC WEST WATER	301	5291	WATER SERVICE	0.00	260.07
101	103964	09/30/22	4468	RENTAL DEPOT MONTER	503	5223	PERKINS PARK	0.00	239.40
101	103965	09/30/22	9147	REVIZE, LLC	121	5201	WEBSITE PROJECT	0.00	7,675.00
101	103966	09/30/22	6325	RICHARD PETTY ELECT	503	5223	CLUBHOUSE RESTROOMS	0.00	875.00
101	103967	09/30/22	6520	RINCON CONSULTANTS,	225	5209	PREPARE A REVISED S	0.00	608.00
101	103967	09/30/22	6520	RINCON CONSULTANTS,	201	5202	ON CALL PEER REVIEW	0.00	296.25
TOTAL CHECK								0.00	904.25
101	103968	09/30/22	9748	SANDRA HAMMOND	01	4670	PARK REFUND	0.00	46.50
101	103969	09/30/22	8706	SAUL RODRIGUEZ	301	5215	TRAVEL PER DIEM/LOD	0.00	619.56
101	103971	09/30/22	2485	SIGN WORKS	01	4402	PERMIT REFUND	0.00	669.50
101	103972	09/30/22	2541	SPCA OF MONTEREY CO	301	5201	ANIMAL SHELTER SERV	0.00	1,400.00
101	103974	09/30/22	9751	TAYLOR MOULTON	01	4467	REFUND PRESCHOOL	0.00	26.78
101	103975	09/30/22	1758	THE MONTEREY COUNTY	201	5221	PH-148 CARMEL	0.00	388.06
101	103975	09/30/22	1758	THE MONTEREY COUNTY	201	5221	PH-1352 LIGHTHOUSE	0.00	393.48
TOTAL CHECK								0.00	781.54
101	103976	09/30/22	4650	TORO PETROLEUM CORP	351	5311	FIRE DEPT 600 PINE	0.00	1,743.71
101	103977	09/30/22	6268	UNITED WAY MONTEREY	101	5261	22/23 SUBSCRIPTION	0.00	5,000.00
101	103978	09/30/22	2800	ROXANE VIRAY	301	5123	RETIREMENT MEDICAL	0.00	150.00
101	103979	09/30/22	9305	WATSONVILLE FORD	503	5227	UNIT 51	0.00	328.86
101	103979	09/30/22	9305	WATSONVILLE FORD	301	5227	UNIT 6	0.00	63.88
TOTAL CHECK								0.00	392.74
101	103980	09/30/22	6216	MONTEREY BAY TREEWO	513	5201	FY22/23 ARBORIST SE	0.00	3,200.00
101	103983	09/30/22	9747	YAFRA GONZALEZ	01	214	DAMAGE DEPOSIT REFU	0.00	189.00
101	103985	09/30/22	9753	ZOE ROACH	01	4462	CLASS REFUND	0.00	12.60
101	V9162022	09/16/22	8974	ALENA RACHELLE WAGR	421	5208	ALJD CLASSES 8/12-3	0.00	644.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	V9162023	09/16/22	3835	REPUBLIC ELEVATOR,	503	5223	YOUTH CENTER	0.00	2,413.80
101	V9162024	09/16/22	9196	DIANNE LYLE	421	5208	ALJD CLASSES HEAT	0.00	662.20
101	V9162025	09/16/22	9474	GUIDIGO INC	501	5201	COASTAL WALKING TOU	0.00	760.00
TOTAL CASH ACCOUNT								0.00	1,432,994.16
TOTAL FUND								0.00	1,432,994.16

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 07 - LIBRARY BLDG & EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103773	09/15/22	4943	US BANK	402	5291	GODWIN CC AUG 2022	0.00	372.31
101	103833	09/16/22	1701	MITY-LITE INC.	402	5291	CHAIR TREE & CHAIRS	0.00	3,834.77
TOTAL CASH ACCOUNT								0.00	4,207.08
TOTAL FUND								0.00	4,207.08

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103953	09/30/22	1770	MONTEREY COUNTY REC	202	5424	232 CYPRESS AVE	0.00	47.00
TOTAL CASH ACCOUNT								0.00	47.00
TOTAL FUND								0.00	47.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 17 - LOCAL STREETS AND ROADS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103694	09/02/22	5689	GRAHAM CONTRACTORS	522	6041	FY21/22 CRACK & SLU	0.00	39,526.65
101	103811	09/16/22	3378	DON CHAPIN CO., INC	522	6041	CIP 23-04	0.00	2,390.00
101	103841	09/16/22	1896	NEILL ENGINEERS COR	522	6041	CIP 23-04	0.00	5,932.00
101	103841	09/16/22	1896	NEILL ENGINEERS COR	522	6041	CIP 22-02	0.00	1,098.00
TOTAL CHECK								0.00	7,030.00
101	103901	09/22/22	1786	MONTEREY PENINSULA	522	6041	STREET REHAB FY21/2	0.00	120,166.45
101	103958	09/30/22	1896	NEILL ENGINEERS COR	522	6041	FY 21/22 SLURRY SEA	0.00	549.00
TOTAL CASH ACCOUNT								0.00	169,662.10
TOTAL FUND								0.00	169,662.10

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103670	09/02/22	8890	4LEAF	508	5201	FY22/23 ON-CALL TRA	0.00	4,106.25
101	103729	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	PW	0.00	7,120.87
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	14.02
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	0.70
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	41.22
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	17.54
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	32.90
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	17.58
TOTAL CHECK								0.00	123.96
101	103769	09/08/22	1768	STURDY OIL COMPANY	508	5311	JULY 2022 FUEL	0.00	1,137.41
101	103861	09/16/22	1768	STURDY OIL COMPANY	508	5311	AUGUST 2022 FUEL	0.00	1,155.25
101	103878	09/16/22	2932	ZUMAR INDUSTRIES, I	508	5331	STREET SIGNS & EQUI	0.00	2,037.99
101	103878	09/16/22	2932	ZUMAR INDUSTRIES, I	508	5331	STREETS SIGNS & EQU	0.00	1,274.29
TOTAL CHECK								0.00	3,312.28
101	103947	09/30/22	8647	MAIN STREET SIGNS	508	5331	STREET SIGNS	0.00	1,891.19
101	103947	09/30/22	8647	MAIN STREET SIGNS	508	5331	STREET SIGNS	0.00	608.76
TOTAL CHECK								0.00	2,499.95
TOTAL CASH ACCOUNT								0.00	19,455.97
TOTAL FUND								0.00	19,455.97

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103675	09/02/22	5363	AT&T CALNET 3	413	5212	LIGHTHOUSE PHONE	0.00	26.03
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	21.19
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	5.35
TOTAL CHECK								0.00	26.54
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	41.30
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	23.90
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	77.72
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	13.23
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	16.30
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	7.17
TOTAL CHECK								0.00	179.62
101	103856	09/16/22	2448	SENTRY ALARM SYSTEM	413	5223	ALARM	0.00	248.52
TOTAL CASH ACCOUNT								0.00	480.71
TOTAL FUND								0.00	480.71

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 42 - PUB SAFETY AUG FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103830	09/16/22	1751	MONTEREY COUNTY EME	303	5201	2ND QTR FY22/23	0.00	112,327.00
TOTAL CASH ACCOUNT								0.00	112,327.00
TOTAL FUND								0.00	112,327.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103689	09/02/22	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,125.60
101	103807	09/16/22	9033	ENTERPRISE FM TRUST	304	5225	LEASED VEHICLES	0.00	2,125.60
101	103944	09/30/22	9549	LIFTSHIFT LLC	304	5201	DATA MIGRATION FOR	0.00	5,860.26
TOTAL CASH ACCOUNT								0.00	10,111.46
TOTAL FUND								0.00	10,111.46

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 46 - STRONG DISBURSEMENT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103680	09/02/22	7268	CALIFORNIA JPIA	461	6021	ADA COMPLIANCE ASSE	0.00	3,550.00
TOTAL CASH ACCOUNT								0.00	3,550.00
TOTAL FUND								0.00	3,550.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 47 - RMRA FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103841	09/16/22	1896	NEILL ENGINEERS COR	471	6041	CIP 22-01	0.00	6,570.00
101	103958	09/30/22	1896	NEILL ENGINEERS COR	471	6041	OCEANVIEW OVERLAY	0.00	6,588.00
TOTAL CASH ACCOUNT								0.00	13,158.00
TOTAL FUND								0.00	13,158.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103719	09/02/22	9401	WILLIAMS SCOTSMAN,	631	6021	PW CONST. TRAILER L	0.00	1,263.82
101	103841	09/16/22	1896	NEILL ENGINEERS COR	631	6041	CIP 23-01	0.00	22,153.00
101	103846	09/16/22	2024	PACIFIC GAS & ELECT	631	6021	PG&E UPGRADES TO PO	0.00	17,016.73
101	103903	09/22/22	9325	ZANDER DESIGN	631	6031	POINT PINOS CONSTRU	0.00	2,171.25
101	103982	09/30/22	9401	WILLIAMS SCOTSMAN,	631	6021	PW CONST. TRAILER L	0.00	1,274.70
101	103984	09/30/22	9325	ZANDER DESIGN	631	6031	POINT PINOS CONSTRU	0.00	3,098.40
TOTAL CASH ACCOUNT								0.00	46,977.90
TOTAL FUND								0.00	46,977.90

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103770	09/08/22	1	CALPERS HEALTH	703	5123	SEP 2022 RET & CHAN	0.00	9,934.60
101	103771	09/08/22	8211	STANDARD INSURANCE	703	5123	SEP 2022 PREM	0.00	2,495.84
101	103963	09/30/22	4279	PARS	703	5141	JULY 2022	0.00	327.09
TOTAL CASH ACCOUNT								0.00	12,757.53
TOTAL FUND								0.00	12,757.53

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103773	09/15/22	4943	US BANK	701	5261	HANNAH CC AUG 2022	0.00	75.00
TOTAL CASH ACCOUNT								0.00	75.00
TOTAL FUND								0.00	75.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103773	09/15/22	4943	US BANK	702	5261	HANNAH CC AUG 2022	0.00	75.00
TOTAL CASH ACCOUNT								0.00	75.00
TOTAL FUND								0.00	75.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103734	09/02/22	7716	PERC WATER CORPORAT	741	5201	LWP O&M	0.00	27,000.09
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	741	5222	LWP	0.00	11,894.05
101	103849	09/16/22	7716	PERC WATER CORPORAT	741	5201	FY22/23 LWP O&M	0.00	27,159.23
101	103867	09/16/22	8009	TROJAN TECHNOLOGIES	741	5201	UV SENSOR	0.00	2,539.44
TOTAL CASH ACCOUNT								0.00	68,592.81
TOTAL FUND								0.00	68,592.81

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103665	09/02/22	1694	MISSION UNIFORM SER	601	5309	JUNE 22 UNIFORM SER	0.00	12.40
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	8.80
101	103704	09/02/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	77.20
TOTAL CHECK								0.00	369.16
101	103731	09/02/22	2786	VERIZON WIRELESS	601	5212	CEM	0.00	20.02
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	48.01
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	18.65
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	26.21
TOTAL CHECK								0.00	92.87
101	103733	09/02/22	9718	LISA HOEFLER	75	4484	REFUND OVERPAYMENT	0.00	199.00
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	6.20
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	18.47
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	601	5309	CEMETERY	0.00	134.81
TOTAL CHECK								0.00	159.48
101	103769	09/08/22	1768	STURDY OIL COMPANY	601	5311	JULY 2022 FUEL	0.00	103.80
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	77.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	1.47
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	601	5309	LINEN AND UNIFORM C	0.00	12.89
TOTAL CHECK								0.00	466.76
101	103805	09/16/22	9187	DEVIL MOUNTAIN WHOL	601	5309	SUPPLIES	0.00	328.46
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	55.14
101	103814	09/16/22	1199	HAYWARD LUMBER COMP	601	5309	CEMETERY	0.00	36.76
TOTAL CHECK								0.00	91.90
101	103826	09/16/22	8118	LLORIN-VELASQUEZ CO	601	5201	CEMETERY AUG 2022	0.00	2,650.00

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103861	09/16/22	1768	STURDY OIL COMPANY	601	5311	AUGUST 2022 FUEL	0.00	250.98
101	103868	09/16/22	2748	UNITED RENTALS NORT	601	5309	TRUCK DUMP RENTAL	0.00	1,250.63
101	103868	09/16/22	2748	UNITED RENTALS NORT	601	5309	TRUCK DUMP RENTAL	0.00	1,141.88
TOTAL CHECK								0.00	2,392.51
101	103929	09/30/22	926	EWING IRRIGATION PR	601	5309	SPRINKLER SUPPLIES	0.00	238.44
101	103941	09/30/22	3521	KIMBALL MIDWEST	601	5309	CEMETERY SUPPLIES	0.00	306.45
101	103946	09/30/22	8118	LLORIN-VELASQUEZ CO	601	5201	CEM LANDSCAPE MAINT	0.00	2,650.00
101	103970	09/30/22	9754	SAVANNA SANDUSKY	601	5215	MILEAGE 3/28-8/30/2	0.00	122.07
101	103981	09/30/22	5629	WHITED CEMETERY SER	601	5309	CEMETERY SUPPLIES	0.00	3,466.00
TOTAL CASH ACCOUNT								0.00	13,920.30
TOTAL FUND								0.00	13,920.30

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103665	09/02/22	1694	MISSION UNIFORM SER	611	5309	JUNE 22 UNIFORM SER	0.00	12.40
101	103681	09/02/22	7226	CAPITAL ONE PUBLIC	612	5801	WASTEWATER REV LOAN	0.00	12,329.00
101	103681	09/02/22	7226	CAPITAL ONE PUBLIC	612	5802	WASTEWATER REV LOAN	0.00	32,115.26
TOTAL CHECK								0.00	44,444.26
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	8.80
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	77.20
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103704	09/02/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
TOTAL CHECK								0.00	369.16
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	30.35
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	18.88
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	21.60
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	23.09
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD & 8T	0.00	6.07
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	7.12
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	50.89
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	56.07
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	47.80
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	42.13
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	39.31
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	8.79
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	223.19
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	161.38
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	102.55
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	123.27
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	138.85
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	295.86
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	72.31
TOTAL CHECK								0.00	1,469.51
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	39.50
101	103768	09/08/22	2034	PACIFIC GROVE HARDW	611	5309	SEWER	0.00	17.39
TOTAL CHECK								0.00	56.89
101	103769	09/08/22	1768	STURDY OIL COMPANY	611	5311	JULY 2022 FUEL	0.00	1,000.66
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	74.09
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	13.20
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	12.89
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	74.53
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	1.46
101	103778	09/16/22	1694	MISSION UNIFORM SER	611	5309	LINEN AND UNIFORM C	0.00	77.20
TOTAL CHECK								0.00	466.75
101	103792	09/16/22	8579	BEFORE THE MOVIE IN	611	5221	ADVERTISING	0.00	199.00
101	103809	09/16/22	4173	FASTENAL	611	5309	B&G SUPPLIES	0.00	122.17
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	1,547.22
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	1,891.76
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,641.95
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,725.29
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	2,860.11
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,277.41
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,306.30
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,748.21
101	103811	09/16/22	3378	DON CHAPIN CO., INC	611	5207	FY22/23 SANITARY SE	0.00	3,844.51
101	103811	09/16/22	3378	DON CHAPIN CO., INC	612	6051	CIP 23-01	0.00	2,390.00
TOTAL CHECK								0.00	28,232.76
101	103837	09/16/22	9292	MONTEREY ONE WATER	611	5201	LIFT JAN-MAR 2022	0.00	35,598.82
101	103837	09/16/22	9292	MONTEREY ONE WATER	611	5201	2ND QTR 2022	0.00	5,782.12
TOTAL CHECK								0.00	41,380.94
101	103838	09/16/22	1786	MONTEREY PENINSULA	611	5201	SEWER HILLCREST ALL	0.00	7,950.00
101	103839	09/16/22	1801	MONTEREY TIRE SERVI	611	5227	UNIT 45	0.00	15.30
101	103841	09/16/22	1896	NEILL ENGINEERS COR	611	5201	AUGUST 2022 RETAINE	0.00	1,000.00
101	103841	09/16/22	1896	NEILL ENGINEERS COR	611	5201	SEPT 2022 RETAINER	0.00	1,000.00
101	103841	09/16/22	1896	NEILL ENGINEERS COR	612	6051	CIP22-01	0.00	1,830.00
TOTAL CHECK								0.00	3,830.00
101	103844	09/16/22	1988	O'REILLY & ASSOCIAT	611	5227	UNIT 44	0.00	30.44
101	103845	09/16/22	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	1,037.93
101	103850	09/16/22	2219	PURE WATER	611	5309	WATER SERVICE	0.00	46.70
101	103861	09/16/22	1768	STURDY OIL COMPANY	611	5311	AUGUST 2022 FUEL	0.00	1,081.61
101	103872	09/16/22	6777	WALLACE GROUP	611	5201	SSMP 5 YEAR UPDATE	0.00	620.75
101	103901	09/22/22	1786	MONTEREY PENINSULA	612	6051	STREET REHAB FY21/2	0.00	204,688.90
101	103910	09/30/22	8330	AMAZON CAPITAL SERV	611	5291	FLASH DRIVE MEM STI	0.00	22.81
101	103914	09/30/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
101	103914	09/30/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103914	09/30/22	6154	AT&T	611	5212	SEWER ALARM	0.00	33.97
TOTAL CHECK								0.00	101.91
101	103927	09/30/22	9506	DUDEK	612	6051	ARCHEOLOGICAL MONIT	0.00	8,648.15
101	103955	09/30/22	9292	MONTEREY ONE WATER	611	5201	FY 21/22 LIFT STATI	0.00	83,423.76
101	103958	09/30/22	1896	NEILL ENGINEERS COR	612	6051	SS CIP PHASE 9	0.00	10,852.00
101	103958	09/30/22	1896	NEILL ENGINEERS COR	611	5201	ENGINEERING RETAINE	0.00	1,000.00
101	103958	09/30/22	1896	NEILL ENGINEERS COR	612	6051	SEWER REPLACEMENT	0.00	366.00
TOTAL CHECK								0.00	12,218.00
101	103964	09/30/22	4468	RENTAL DEPOT MONTER	611	5201	MINI EXCAVATOR	0.00	3,827.49
101	103973	09/30/22	9405	STATE ELECTRIC GENE	611	5207	GENERATOR SERVICE	0.00	1,116.73
TOTAL CASH ACCOUNT								0.00	446,414.98
TOTAL FUND								0.00	446,414.98

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	2ND QTR 2021 COURSE	0.00	14,637.97
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	1ST QTR 2019 COURSE	0.00	5,833.97
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	4TH QTR 2019 COURSE	0.00	9,025.61
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	1ST QTR 2021 COURSE	0.00	9,642.55
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	2ND QTR 2019 COURSE	0.00	11,873.97
101	103666	09/02/22	7474	PACIFIC GROVE CAPIT	622	6061	3RD QTR 2019 COURSE	0.00	13,670.18
TOTAL CHECK								0.00	64,684.25
101	103720	09/02/22	9571	ZENDA HEATING & SHE	622	6021	HVAC REPLACEMENT -	0.00	23,608.00
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	87.07
101	103732	09/02/22	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	38.70
TOTAL CHECK								0.00	125.77
TOTAL CASH ACCOUNT								0.00	88,418.02
TOTAL FUND								0.00	88,418.02

SELECTION CRITERIA: transact.ck_date between '20220901 00:00:00.000' and '20220930 00:00:00.000'
ACCOUNTING PERIOD: 4/23

FUND - 93 - KOO ESTATE DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	103693	09/02/22	9542	GHD INC	931	6031	LP PIER PROJECT - F	0.00	5,697.80
TOTAL CASH ACCOUNT								0.00	5,697.80
TOTAL FUND								0.00	5,697.80
TOTAL REPORT								0.00	2,448,922.82

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Tori Hannah, Administrative Services Director/Assistant City Manager

MEETING DATE: October 19, 2022

SUBJECT: Core Revenue Reports for September 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the Core Revenue Reports for September 2022

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax, and Sales and Use Tax revenues. In the Fiscal Year 22/23 Adopted Budget, these three revenue sources were estimated to generate $20.3 million. These revenues account for approximately 70% of the General Fund's on-going revenues.

Details on the budgeted amounts and revenues to date are included in Attachments 1.

OPTIONS

- N/A – this is informational only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

GOAL ALIGNMENT: Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs.

Attachments

Core Revenue Report - September 2022

Core Revenue Report
Fiscal Year 2022/23 - September 2022

The following tables include the FY22/23 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. Unlike other tax revenues, property taxes were not impacted by COVID-19. The following table presents Fiscal Year 2022/23 budget, and revenues received to date.

Property Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	8,840,000	-	0.0%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second largest source of revenue which the City receives on a monthly basis. Unlike property taxes, TOT was significantly impacted by COVID-19 in Fiscal Years 2019/20 and 2020/21. The following table presents Fiscal Year 2022/23 budget and revenues received to date.

Transient Occupancy Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,867,000	1,616,695	27.6%

The City receives transient occupancy tax in the month following the stay. The revenues received in September are for the August lodging period.

The following table shows a monthly breakdown of TOT revenues when compared to the same month last year. The reduction in the 2020/21 TOT in December and January primarily resulted from temporary COVID-19 restrictions.

Lodging Period	2020/21	2021/22	2022/23	Net Difference
July [(1)]	289,435	673,475	797,756	124,281
August	340,019	730,578	818,939	88,361
September	327,958	578,129	-	-
October	347,103	475,290	-	-
November	216,516	431,862	-	-
December	90,066	378,655	-	-
January	109,118	314,248	-	-
February	205,512	412,711	-	-
March	334,004	476,041	-	-
April	379,613	568,275	-	-
May	428,612	612,496	-	-
June	518,002	621,212	-	-
	3,585,958	6,272,972	1,616,695	212,642
September 2022 revenues are anticipated to be received in late October.				

(1) July 2022/23 revenues were restated for remittances that were collected in August; however were recorded in September.

SALES AND USE TAX

Sales and Use tax is the third largest source of the City's General Fund revenues. The City receives a 1% Bradley Burns Tax and a 1% Measure U Transactions and Use Tax.

The Fiscal Year 22/23 Adopted Budget reflects the addition of Measure A revenues, a 0.50% Transactions and Use Tax. This tax becomes effective on October 1, 2022. Three quarters of Measure A funds have been incorporated into the annual projections. The first Measure A revenues will not be received until the end of December. These revenues should appear on this report in January 2023.

The impact of COVID-19 on the Sales and Use tax revenues was less significant when compared to TOT. The following table presents Fiscal Year 22/23 budget and revenues received to date.

Sales and Use Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY22/23	5,616,000	350,801	6.2%

Sales tax revenues for the month of July will not be available until the end of September. The following table presents Fiscal Year 2022/23 budget and revenues received to date.

Tax Return Period	2020/21	2021/22	2022/23	Net Difference
July Advance	358,945	303,144	350,801	47,657
August Advance	427,105	507,200	-	-
September True-up	243,269	287,224	-	-
October Advance	343,188	311,118	-	-
November Advance	333,869	324,181	-	-
December True-up	302,359	479,810	-	-
January Advance	281,830	260,937	-	-
February Advance	339,550	316,738	-	-
March True-up	239,864	471,617	-	-
April Advance	314,606	329,326		-
May Advance	395,212	436,035		-
June True-Up	481,058	513,452		-
	4,060,855	4,540,782	350,801	47,657
August 2022 payments are anticipated to be received in late October as the State pays the City two months in arrears				

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Chaps Poduri, Councilmember
MEETING DATE:	October 19, 2022
SUBJECT:	2022 League of California Cities Annual Conference
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive report.

DISCUSSION

This year's League of California Cities Annual Conference event offered education and networking opportunities and a way to exchange ideas for overcoming common challenges.

At the Annual Business Meeting on September 9, the League announced its 2022-23 leadership and Board of Directors. Additionally, proposed bylaws amendments were presented and voted upon. These included formalizing oversight of the Resolutions committee and ensuring a more inclusive Nominating committee. Pacific Grove voted in favor of these changes.

Conference schedule and related session materials are available **online**.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact for the writing of this report.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: October 19, 2022

SUBJECT: City Council Goals and Tactics Update

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

Following each General Election (and in the event of a Special Election as well), once new/returning City Council Members are sworn in, the newly-constituted City Council comes together to determine their goals and corresponding tactics. The resulting City Council Goals and Tactics remain in place for the life of the newly-constituted City Council (usually two years), and become the general policy direction under which the City Manager operates, as well as provides the foundation for the City's budget. The City Council Goals and Tactics set the general direction and the spending plan, and are indicative of priorities. City staff, under the City Manager, work to execute the City Council's Goals and Tactics, providing the "how" that corresponds to the City Council's determination of "what". With this said, many essential City functions do not need City Council policy direction for implementation. It is, of course, the function of the municipal government to provide essential City services such as police, sewer, planning and building & safety, etc. (in other words, "public safety" does not need to be a City Council Goal in order for it to be a priority).

The adopted 21-22 City Council Goals are as follows:

1. Complete Streets: Plan, design and implement streets, sidewalks and transportation networks that better allow access for all types of users.
2. Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.
3. City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks, and trails to better serve the community, anticipate future needs and prevent further degradation.
4. Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.
5. Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs while continuing to provide high quality municipal service.
6. Increase Affordable Housing: Determine policies, projects and programs that will advance the

effort to create new affordable housing in the City.
7. Facilitate Local Business Recovery: Review, and revise existing policies and programs, and develop a strategic plan to better serve existing businesses while attracting new commerce to better stimulate the economy and revitalize commercial corridors, especially the downtown.

Roughly on a quarterly basis, an update as to progress status of the City Council Goals and Tactics is brought back to the City Council. The Goals and Tactics are placed within a work plan document (attached here to this agenda report), with the primarily responsible City Department identified, a Status Indicator (Delayed, Initiated, In Progress, Near Completion and Complete) and Status Notes. To date, the 2021-2022 City Council Goals and Tactics (as well as the corresponding Mission and Vision Statements) have been presented at the following City Council meetings (or have been scheduled to be presented, only to be continued to a later date):

February 10, 2021
March 17, 2021
May 19, 2021
June 2, 2021
August 4, 2021
January 19, 2022
June 1, 2022

The term for the current City Council is coming to a close, with the General Election taking place on November 8, 2022. Accordingly, it is appropriate to take stock as to the progress made on the City Council Goals & Tactics. This update will be the last for the current City Council. Note: the table below is easiest to review when accompanied by the attachment to this agenda report (City Council Goals and Tactics_10-19 CC Mtg.pdf).

#	Goal	Tactic Status Summary	Goal Status Summary and Notes
1	Complete Streets	5 Tactics Complete = 4 (1A, 1B, 1C, 1D) In Progress = 1 (1E)	Goal largely complete (4 out of 5 tactics); though "complete streets" by definition is always a work in progress as needs and conditions evolve.
2	Environmental Stewardship	7 Tactics Complete = 2 (2A and 2G) Near Complete = 2 (2C and 2E) Ongoing = 3 (2B, 2D and 2F)	Goal largely ongoing (3 out of 7 tactics), but with progress towards completion (2 tactics complete and 2 tactics near complete out of 7).
3	City Asset Stewardship	5 Tactics Complete = 1 (3D) Ongoing = 2 (3C and 3E) In Progress = 1 (3B) Initiated = 1 (3A)	Goal largely ongoing and in progress; like many of the goals, City asset stewardship is an ongoing effort that is never truly "complete".
4	Transparency, Accountability and Communication	5 Tactics Complete = 3 (4B, 4D and 4E) Ongoing = 1 (4C) In Progress = 1 (4A)	Goal is largely complete; though this work is never truly "complete", and the City strives to continuously improve in its transparency, accountability and communication

5	Financial Stability	9 Tactics Complete = 2 (5G and 5H) Near Completion = 1 (5B) Ongoing = 2 (5C and 5D) In Progress = 3 (5A, 5E and 5F)	Goal is primarily in progress, but with a significant amount of completed, near completed and ongoing work.
6	Increase Affordable Housing	6 Tactics Complete = 3 (6C, 6E and 6F) Ongoing = 1 (6D) Initiated = 2 (6A and 6B)	Goal is a mixture of initiated efforts and completed tactics. Increasing affordable housing as a goal will require significant ongoing additional effort.
7	Facilitate Local Business Recovery	5 Tactics Complete = 3 (7A, 7B and 7D) Near Completion = 1 (7C) In Progress = (7E)	Goal is largely complete; however, economic development will need to continue to be a focus to ensure local businesses thrive and issues such as commercial corridor vacancies are addressed.

OPTIONS

N/A; receive the report.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

GOAL ALIGNMENT: See Goal Alignment within Discussion section.

Attachments

City Council Goals and Tactics_10-19 CC Mtg

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
1	Complete Streets: Plan, design and implement streets, sidewalks and transportation networks that better allow access for all types of users.	**1A.** Identify key safe routes to school and fill corresponding priority sidewalk gaps (including Asilomar Avenue in between Sinex Avenue and Lighthouse Avenue)	PW	Complete	The City identified main arterials and collectors with sidewalk gaps as part of Council Policy 700-4, the Sidewalk Development Policy. Funding for specific sidewalk improvements will be requested via the Capital Improvement Plan (CIP).
		1B. Foster implementation of complete street elements (sidewalk, curb/gutter, and ADA ramps) by working with private property owners that trigger sidewalk installations per the Sidewalk Development Policy, Council Policy 700-4	PW	Complete	PW developed a procedure to review private project and work with property owners that trigger the Sidewalk Development Policy as part of regular operations.
		1C. Engage CalTrans to improve the roadway and sidewalk at Sunset Drive and 19th Street, as well as Congress Avenue and Sunset Drive to improve safe routes to school	PW/PD	Complete	CalTrans was successfully engaged to obtain approvals to improve the pedestrian intersection at 19th and Sunset, adjacent to Pacific Grove High School. New RRFB pedestrian lights were approved by CalTrans on 3/2/2022. Installation will occur in the coming months.
		1D. Identify opportunities to improve multimodal transportation safety	PW	Complete	Two opportunities were identified and implemented in FY21/22: (1) Sharrows were painted on Ocean View Blvd in accordance with direction from the TSC and CC. (2) Class 2 bike lanes were painted on OVB adjacent to Lovers Point to improve the transition from the Rec Trail to the roadway. Permanent markings will be installed as part of the City's FY21/22 Street Rehabilitation project which will address this segment of Ocean View Blvd.
		1E. Conduct Parking Study and develop Parking Management Plan to include consideration of the downtown business district, Central Avenue/American Tin Cannery business district, residential parking program, paid and permitted parking, and Lovers Point and coastal parking	CDD/PW/PD	In Progress	Drafting Request for Proposal to procure consulting services for a Parking Management Study and Plan. Staff to present draft RFP to Traffic Safety Commission in Fall 2022 before publishing.
2	**Environmental Stewardship:** Adopt and develop policies and ordinances that preserve and protect the environment.	**2A.** Plan for SB 1383 implementation (organic waste recycling)	PW	Complete	SB1383 is in effect as of January 1. Public outreach efforts have been conducted. Including the distribution of over 815 kitchen counter food scrap pails. Information pertaining to SB1383 has been distributed to the public via the City's website and social media accounts. Monterey Regional Waste Management District has also distributed information to the region.
		2B. Identify potential projects that foster environmental stewardship, reduce the City's carbon footprint and allow eligibility for new Institute of Local Government Beacon Awards	PW	Ongoing	Staff is exploring additional opportunities for electric vehicles to be incorporated into the City fleet, including the potential for an electric fire engine to serve as the first out Engine in Pacific Grove. The Police Department has now incorporated 4 Hybrid model vechicles into their fleet.
		2C. Design and implement outreach program to encourage tree planting on private property	PW	Near Completion	Public Works is currently performing a comprehensive review of Title 12, Trees and the Urban Forest. This will include a review and update of the tree replant requirement protocols. This process will go through the BNRC and will span the 2022 calendar year. The BNRC is also proposing a program to encourage plantings on private properties. The program will have 4-5 species to choose from and will be availabe through PW.
		2D. Continue to follow recommendations from Page & Turnbull report regarding historic assets	CDD	Ongoing	There are 1,280 properties on the HRI. P&T recommended 371 for removal. Since the process started in December 2019, staff has taken 86 to the HRC for removal. The HRC has removed 73 properties (retained 11) in 2 years (±17 meetings). Some properties taken off the list are being considered for a "Neighborhood Character" list. HRC has goals to review 10 properties per meeting.
		2E. Implement George Washington Park Management Plan to address fire suppression concerns while allowing flora & fauna to thrive and maintaining existing trails	PW	Near Completion	Development of the George Washington Park Management is currently underway. Draft plan will be brought forth to the BNRC on October 12, 2022 and then City Council.

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
		2F. Replace City vehicles with electric or zero emissions vehicles when feasible	PW/PD	Ongoing	Proposals for electric vehicles (animal control and fire engine) have and will continue to come before the City Council for consideration. Cost and operational concerns remain with use of electric vehicles, but City staff will continue to pursue electric vehicle options for replacement comparison. The Police Department has 4 hybrid vehicles in use currently.
		2G. Implement public infrastructure projects that enhance conservation of the environment and sustainable practices	PW	Complete	$9M of sewer & stormwater infrastructure improvements have been completed (ASBS & SCMP projects).
3	**City Asset Stewardship:** Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks, and trails to better serve the community, anticipate future needs and prevent further degradation.	**3A.** Identify potential funding sources for a proposed $300,000 Stormwater Management Plan	PW	Initiated	The City has hired an Environmental Programs Manager. Public Works is reviewing grant opprotunites to fund a stromewater Management plan.
		3B. Continue implementation of the Pavement Management Program to maintain or increase Pavement Condition Index (PCI)	PW	In Progress	The FY21/22 CIP includes a $1.5M street rehabilitation project on Ocean View Blvd and a $250k crack/slurry of various roads. The FY 22/23 CIP includes $1.7M in street rehab projects and $300k crack/slurry of vaious roads.
		3C. Upkeep of City signage	PW	Ongoing	Wayfinding signs downtown have been replaced. Street signs are being replaced on ongoing, as needed basis.
		3D. Complete Point Pinos Trail project	PW	Complete	Ribbon cutting held 5/20/22.
		3E. Invest in City recreation and outdoor assets	PW/REC	Ongoing	ARPA funds have been designated towards parks improvements including picnic table replacement, new park playground equipment, and various other park improvements.
		4A. Establish a bidding process for City leases	ASD	In Progress	This has been assigned to staff; however it is projected to be completed in the first half of the fiscal year. Multiple vacancies in Finance has delayed the progress on this item.
		4B. Establish a City Diversity, Equity, and Inclusion Advisory Board, and receive recommendations	CM	Complete	DEI Task Force members were appointed in July 2021 and meet monthly on the 2nd Monday.
	Transparency, Accountability and	**4C.** Bolster social media platform presence and deploy town hall meetings to roll out proposed programs and ordinance changes	PIO/CM	Ongoing	PIO Role Formalized and Assigned. Internal Social Media committee created with regular meetings to schedule posts with representatives from each Department. Marked increase in social media presence and community dialogue. Community meetings hosted on topics related and centered around housing.

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
4	**Transparency, Accountability and Communication:** Implement programs, processes, revisions, and training to improve and advance the City's efforts.	**4D.** Design, develop and deploy a community engagement portal	ASD	Complete	The Citizen Request portal and app was launched on May 20, 2022. This app not only includes the option for citizens to report non-emergency service requests, but it also provides easy access to key City functions or information. This includes registration for recreation programs, reserving event spaces, new resident information, permit center, agendas and minutes; and the City Manager Report.
		4E. Implement a cannabis outreach plan to gauge community interest and/or concerns	CM	Complete	City Council Cannabis Outreach Subcommittee to bypass public outreach in favor of a ballot measure; City Council agenda item to consider placing measure on the ballot scheduled for July 6, 2022 City Council meeting. Council approved Cannabis advisory and tax measures for voter consideration at the General Election on 11/8/2022.
5	**Financial Stability:** Develop a strategic plan to better address current and future City expenditure and revenue needs while continuing to provide high quality municipal service.	**5A.** Conduct Development Impact Fee Assessment to determine feasibility of implementing new fees associated with development and update existing fees	ASD	In Progress	The City issued an RFP and received three responses. Staff is in the process of reviewing the responses. It is anticipated that staff will identify the best proposal in October; and will award a contract in October or November, depending on whether the the proposed amount requires Council approval.
		5B. Create additional City finance reports through a City Council subcommittee, which would include reviewing reporting options, any potential changes to the OpenGov Transparency site or migration to another transparency software; and the best location to publish or access the corresponding documents	ASD	Near Completion	The City Council subcommittee met with staff and conducted an online survey to receive feedback on the Citys' financial reports and access to financial data on the website. Based on the survey and subcommittee feedback, the subcommittee concluded that the website should be updated to provide a greater ease of access to the public, creation of separate capital improvement and PO reports; and a recommendation to the transition from the City's current financial transparency tool, OpenGov to ClearGov. All updates to the website have been completed. The transition to OpenGov is anticipated to be completed in November.
		5C. Identify additional/missing City revenue opportunities/sources outside of property, sales, and transient occupancy tax streams	ASD	Ongoing	Established audit procedure for TOT. The City has the received initial audit results for six lodging providers, with only minimal variances. Additional audits are planned in the next fiscal year, if the City renews the HdL contract. Staff also is working with HdL on any additional revenue enhancing options.
		5D. Strengthen policies and procedures for financial reporting and budgeting of capital improvements	ASD	Ongoing	Multiple policies subject to review. The Credit Card and Travel Policies were presented and approved by Council. The Draft Procurement Manual and new contracts were reviewed by the City auditor, legal counsel, and the CIty's insurance authority, CJPIA. The Procurement Manual was fully implemented, with staff training in July.
		5E. Develop a fee study for Community Development building fees, as well as updates to reflect the reduction in short-term rental licensing and permits	ASD/CDD	In Progress	The City issued an RFP and received three responses. Staff is in the process of reviewing the responses. It is anticipated that staff will identify the best proposal in October; and will award a contract in October or November, depending on whether the the proposal amount requires Council approval.
		5F. Develop and implement an accounting structure to facilitate identifying and reporting cost recovery levels by department	ASD	In Progress	A review of the account structure has commenced. This will involve reviewing general ledger codes, receipting codes, and evaluating corresponding online payment systems. All information will need to be updated at the same time to ensure consistency. Ideally, this would begin with Fiscal Year 22/23 to have a full year of data applied to an alternate accounting set-up.

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
		5G. Increase sales tax by ½ cent	CAO	Complete	Special Election convened in April 2022. Special election was successful with majority vote for increase. Required CDTFA documents submitted for implementation.
		5H. Determine options for American Rescue Plan Act funding, with a community outreach/input component	CM	Complete	Concept review item for City Council consideration at 1/19/22 meeting. Community Survey published and circulated in April 2022. Included social media announcement, advertisement, mailers to City addresses, and physical flyers. Survey results presented to City Council in May 2022 with discussion on potential project funding. A final detailed analysis report presented in June 2022.
		5I. Review and revise Local Water Project for efficiency, optimization, and fiscal sustainability purposes	ASD/PW	Near Completion	Council received the peer reviewed business plan, validating the City's assumptions noted in the business plan in May 2022. Council authorized staff to begin negotiations with CourseCo and approved a loan repayment plan for the Sewer Fund Interfund Loan.
		6A. Update the City's Density Bonus Ordinance per Program 3.4.a of the 2015-2023 Housing Element	CDD	Initiated	RFP for General Plan (GP) Update and ODDS released on 9/16/22. Density Bonus Ordinance will be completed along with GP update.
		6B. Update the City's Objective Development and Design standards (ODDS) for development, review criteria and permit findings to objective standards in compliance with State Law	CDD	Initiated	

FY21/22 City Council Goals & Tactics					
Goal #	**Goal**	**Tactic**	**Responsible Department**	**Status Indicator**	**Status Notes**
6	**Increase Affordable Housing:** Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.	**6C.** Complete Welcome Home Affordable Housing Initiative and implement recommendations	CDD	Complete	Welcome Home Initiative was completed in May 2021. ADUs ahave been advertised and encouraged. City held an ADU workshop in September 2021. Welcome Home Strategy initiatives are being evaluated as part of the 6th Cycle Housing Element update.
		6D. Initiate and complete the 6th Cycle update of the Housing Element by 2023 in compliance with the Regional Housing Needs Assessment (RHNA) new unit target numbers	CDD	Ongoing	RHNA numbers have been finalized. Public outreach began in Spring of 2022. Staff has conducted multiple outreach events, including in-person workshops and one online workshop (March 28, May 23, July 25, and October 7). Other outreach includes an online survey, attending events: National Night Out, Farmer's Market, Butterfly Days, and Lucky's Market. Focused outreach included Gateway Center(special needs groups), Monterey Bay Aquarium (workforce), School District; Businesses, and Housing Developers. Housing Element 101 meeting occurred in March 2022, outreach efforts at Farmer's Market and Good Old Days. Housing Advisory Group is meeting every other month. Staff provides updates to the Planning Commission. The Housing Element is due by December 2023.
		6E. Participate in the County's Multi-Jurisdictional Hazard Management Plan update to ensure new housing development is sited safely	CDD	Complete	City Council adopted the Hazard Management Plan on August 3, 2022.
		6F. Implement recommendations (to extent possible) from Monterey Bay Economic Partnership	CDD	Complete	Staff worked with MBEP on the RHNA allocation methodology and in regional collaboration efforts, including a regional Housing Element meeting held in Seaside May 23, 2022.
7	**Facilitate Local Business Recovery:** Review, and revise existing policies and programs, and develop a strategic plan to better serve existing businesses while attracting new commerce to better stimulate the economy and revitalize commercial corridors, especially the downtown.	**7A.** Evaluate Chamber of Commerce recommendations for reducing Downtown business regulations	CM	Complete	Discussions with the Chamber of Commerce have not produced any requests for a reduction in Downtown business regulations.
		7B. Establish HdL customer feedback process to solicit input from business owners and City staff on HdL performance	ASD	Complete	Business License survey completed and results were provided to Council.
		7C. Provide streamlined permitting process for downtown properties	CDD	Near Completion	Associate Planner designated dedicated 1 day/week time to serve as Economic Development Coordinator. PickPG.org dedicated Economic Development website to be launched late October/early November 2022.
		7D. Create a small business recovery plan through community engagement with stakeholders	CM	Complete	Draft plan to be presented to EDC for review October 2022.
		7E. Establish a music/entertainment program to attract visitors and assist business recovery	CM	In Progress	Special Event proposal to be submitted by Chamber of Commerce for City Council consideration in 2023.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Ben Harvey, City Manager

MEETING DATE: October 19, 2022

SUBJECT: Ratification of New Local Emergency Actions

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive report of emergency directives/modifications.

DISCUSSION

The City Manager during this Local Emergency is authorized to directly mitigate effects of the Local Emergency to protect life or property.

This report apprises the City Council of emergency directives taken under the continuing local emergency proclaimed by Resolution 20-007. This report fulfills the City Council's review obligation under that Resolution and Government Code 8630. This agenda item also enables ratification of select actions taken since the City Council's last review.

City expenditures for legal services related to COVID-19 issues (specifically to related to COVID 19-COM (Communications); COVID 19-TRN (Training); COVID 19-LAW (Legal Support); and COVID-19 (Other)) are eligible for State and Federal Emergency Service reimbursement, including but not limited to FEMA or other emergency grant funding.

Actions not subject to Ratification. Since the time of the revised Monterey County Shelter in Place Order issued Friday, April 3, 2020, the City Manager has taken the following new or modified actions pursuant to the Emergency Proclamation:

- None to report at this time.

No action is necessary with respect to the above new or modified measures, as each is responsive to requirements of the revised Monterey County Shelter in Place Order falling within the regular management discretion of the City Manager.

Actions subject to Ratification. Certain mitigation measures that have been enacted by the City Manager in response to the Monterey County Shelter in Place Order issued Friday, May 8, 2020, and in accord with Council's Local Emergency under Article 19, subparagraph l, of the Pacific Grove City Charter, and Chapter 3.20 of the Pacific Grove Municipal Code (PGMC), are subject to ratification. Any mitigation measures that qualify are subject to ratification as required by Government Code 8630

and City Council Resolution 20-007, and are listed below:

1. None to report at this time.

Discussion of Circumstances Needing Emergency Response. The discussion part of this item allows comment on circumstances which may benefit from further or different emergency responses. Matters identified will be referred to the City Manager for appropriate consideration in accord with the Emergency Management System protocols set by PGMC Chapter 3.20. These delegate exclusive emergency management response authority to the City Manager.

CEQA Exemption. Actions taken to prevent or mitigate an emergency are exempt from CEQA pursuant to section 15260 of the CEQA Guidelines.

OPTIONS

Actions not subject to ratification are reported for information only.

FINANCIAL IMPACT:

There is no financial impact in receiving the report.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Daniel Gho, Public Works Director / Deputy City Manager
MEETING DATE:	October 19, 2022
SUBJECT:	Measure X Funding Agreement - Cedar, Sunset & Congress Intersection Improvement Project
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Authorize the execution of a Measure X Funding Agreement with the Transportation Agency for Monterey County for an amount not to exceed $1,000,000, to fund the Project Approval and Environmental Document Phase of the Cedar, Sunset & Congress Intersection Improvements Project.

DISCUSSION

As part of the Fiscal Year 2022/23 Capital Improvements Program, the City Council approved a multi-year project to evaluate improvements to the Cedar, Sunset and Congress intersection.
The Cedar, Sunset & Congress Intersection Improvements Project will construct safety and multi-modal improvements at the Congress, Sunset, & Cedar 5-way intersection. This is a dangerous 5-way intersection that is near the Pacific Grove High School and Forest Grove Elementary School. The purpose of this project is to design and construct an intersection that is safe for all users. The Cedar, Sunset & Congress Intersection Improvement Project will include a robust public feedback process, engineering, environmental review, a cooperative agreement with Caltrans for the proposed improvements, and after implementation, a maintenance agreement with Caltrans for post construction maintenance.

To begin the preliminary stages of the project, the City needs to receive the Measure X Regional Funds, which are administered by the Transportation Agency, and the City of Pacific Grove is required to enter into a Measure X Regional Funding Agreement with the Transportation Agency (**Attachment 1**).

This funding agreement will allow the Transportation Agency to reimburse the City of Pacific Grove for expenses paid on the project's approval and environmental document phase, not to exceed $1,000,000 in Measure X Funds. The remaining phases of the project will be funded using Measure X regional allocation earmarked for the Pacific Grove segment of the Holman Highway 68 corridor and/or potential grant funding. When the City is ready to advance to the implementation phase of the selected intersection treatments, a new funding agreement will be administered.

The funding agreement sets forth the agreed upon expected benefits, project scope, schedule, and cost, and identifies the parties responsible for meeting reporting requirements and implementing the project.

In this case, the Transportation Agency is the administrator of the Measure X funds, and the City of Pacific Grove will be the project sponsor responsible for implementation and reporting.

OPTIONS

1. Do nothing.
2. Do not approve the funding agreement.

FINANCIAL IMPACT:

Funding for this portion of the project will be derived from Measure X Regional Funds. There is no impact to the General Fund.

GOAL ALIGNMENT: Complete Streets: Plan, design and implement streets, sidewalks and transportation networks that better allow access for all types of users.

Attachments

Agreement

REGIONAL FUNDING AGREEMENT
FOR THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE CEDAR, SUNSET & CONGRESS INTERSECTION IMPROVEMENTS

This Measure X Regional Funding Agreement ("Agreement") is made and entered into on _____ by and between the City of Pacific Grove ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties," or in the singular, as "Party."

RECITALS

WHEREAS on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS Measure X identifies the Cedar, Sunset & Congress Intersection Improvements (part of Holman Highway 68 Project) (the "Project") as an eligible use of funds from Measure X revenues; and

WHEREAS Sponsor desires to receive Measure X regional funding from TAMC for the Project Approval and Environmental Document (PA&ED) phase of the Project; and

WHEREAS up to $1,000,000 of Measure X funds are designated for the PA&ED phase of the Project; and

WHEREAS on May 11, 2022, Pacific Grove City Council approved authorization of the City Manager to evaluate the intersection of Congress, Sunset & Cedar and execute the Project Approval and Environmental Document phase of the Cedar, Sunset & Congress Intersection Improvement Project in an amount not to exceed $1,000,000; and

WHEREAS TAMC is authorized to program funds to the Project and wishes to assist in the Project Approval and Environmental Document phase of the Project; and

WHEREAS the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC and may be re-programmed for other components of the Project or eligible Measure X projects;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto represent, covenant and agree as follows:

SECTION I
Covenants of Sponsor

1.1 Project Definition. The Project Description and Scope of Work for the Project Approval and Environmental Document phase of the Project is attached hereto as Exhibit A. The Estimated Project Schedule is also attached hereto as Exhibit B. The Project's estimate of probable cost, both as a whole and by activity, for this Project Approval and Environmental Document phase of the Project is attached hereto as Exhibit C. The anticipated amount and type of funds, and fiscal year of funding, are specified in Exhibit C, Funding Summary. Exhibits A, B, and C are incorporated herein by this reference.

1.2. Change in Project Scope. No change in the Project Description or Scope of Work as described in Exhibit A may be approved or implemented until it has been reviewed and approved by TAMC as an amendment to Exhibit A. Changes implemented without TAMC approval will not be eligible for reimbursement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Project's implementation of preliminary engineering and environmental analysis costs (including staff time and costs incurred by the City of Pacific Grove that are directly related to the Project) as specified in Exhibit B. City of Pacific Grove overhead costs are not eligible for reimbursement. In no event shall expenses incurred prior to the execution of this Agreement, or for purposes other than preliminary engineering and environmental analysis be considered eligible reimbursement costs under this Agreement.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by the Sponsor, as described in Section 1.5. As the Sponsor complies with the procedure set forth in Section 1.5, below, the Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and to disburse funds directly to Sponsor within a period of twenty (20) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to the Sponsor within this period, or if TAMC has complied with Section 2.4 ("Suspension of Disbursements) for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as "Total Reimbursable Amount" in Exhibit C.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit to TAMC monthly progress reports and Requests for Payments for activities conducted over the prior unbilled month. These documents will include the following specified information:

1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting

hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.5.2. Progress Reports. The monthly progress reports will include a brief description of the status of the Project, including the work completed to date and public outreach efforts. This summary may be included on the invoices submitted to TAMC or be attached to those invoices.

1.5.3. Allocation of Funds as Between Sponsor and TAMC. Each Request for Payment shall allocate requested funds equally between the Sponsor Contribution and TAMC Reimbursable Funds until such time as all of Sponsor's Contribution has been exhausted. That is, for each $100 invoiced, $50 shall be paid by Sponsor's Contribution and $50 from TAMC funds until such time as all the funds identified in the Funding Summary as Sponsor's funds have been used.

1.5.4. Request for Payments. A Request for Payment for an amount not to exceed the total invoice(s) for the prior month, shall accompany the invoices and progress reports. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested, a Progress Report as detailed in section 1.5.2 above, the name of the Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which the Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend funds consistent with the Project's Scope of Work described in Exhibit A and Estimate of Cost described in Exhibit C or approved by TAMC pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit B.

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to the Project's Scope of Work, as described in Exhibit A, or approved by TAMC pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for as long as required by law, but not less than a minimum of five (5) years following completion of the Project.

1.8. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and TAMC involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to TAMC. The public outreach plan must accompany the first invoice/ Request for Payment from the Sponsor.

1.9. Cost Savings and Excess Costs

1.9.1. Cost Savings. As between Sponsor and TAMC, after the Project Approval and Environmental Document phase of the Project has been accepted by Sponsor as complete, any positive difference between the costs, as listed in Exhibit C or approved by TAMC pursuant to Section 1.2, and the total amount paid by TAMC shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other components of the Project or eligible Measure X projects.

1.9.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibit C, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit C as reimbursable project costs.

1.10. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the work to be performed with funding from this Agreement and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Project.

SECTION II
Covenants of TAMC

2.1. Funding Commitments. TAMC shall provide funding to Sponsor in an amount not to exceed One Million Dollars ($1,000,000) for eligible Project costs as specified in the Funding Summary included with Exhibit C consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this agreement, to TAMC in a timely manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to

adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to 50% of eligible expenditures for each invoice submitted to TAMC until such time as Sponsor's Contribution is exhausted, as specified in Exhibit C and Section 1.5.3, except as provided in 2.2., below.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible costs, lacks adequate supporting documentation, or lacks a progress report, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable. TAMC will delay payment until within 15 days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth below.

2.3 Dispute Resolution Process.

2.3.1 If at any time either party hereto is considered to have failed to meet any of the conditions included in this Agreement, the parties shall meet and confer in a good faith effort to resolve the matter. Such meet and confer shall occur within thirty (30) days of a notice from one party to the other of non-compliance.

2.3.2 If, after meeting and conferring, there is still a dispute as to compliance or non-compliance with a term or condition of the Agreement, TAMC shall refer the matter to the eXcellent Oversight Committee for its review and recommendation. Consistent with the terms of the Ralph M. Brown Act, the eXcellent Oversight Committee meeting may be a special meeting, provided that at least 72 hours prior notice is provided to the public and an agenda is posted. After considering the matter, the eXcellent Oversight Committee may make its recommendation to the parties to resolve the matter.

2.3.3 Pending the consideration and possible resolution of the issue by the eXcellent Oversight Committee, TAMC shall withhold disputed Measure X payments to the City of Pacific Grove under this Agreement, except for allocations required for bond payments, which shall not be withheld.

2.3.4 If, after receiving the recommendation from the eXcellent Oversight Committee the parties are still in dispute over compliance or non-

compliance of this Agreement, the matter shall be agendized at the next available TAMC Board meeting. Each party may submit up to five (5) pages in support of its position, as part of the agenda package to be submitted for such Board meeting. If the parties are still in dispute after the TAMC Board meeting, then the disputing party may file an action in Monterey Superior Court.

2.3.5 Resumption of funding distribution to the Sponsor can occur at any time during the life of Measure X but shall only occur after full repayment of any unauthorized expenditure(s) of Measure X funds, and confirmation by TAMC of Sponsor's compliance with each of the conditions in this Agreement. Repayment of unauthorized expenditures may not be made by future Measure X funds.

2.4. Making of Payment Does Not Result In Waiver. TAMC payments pursuant to an approved Request for Payment does not result in a waiver of the right of TAMC to require fulfillment of all terms of this Agreement.

2.5. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during construction and up to a five (5) year period after completion of the Project. If any irregularities are found as a result of an audit, Sponsor shall reimburse TAMC for the cost of the audit.

SECTION III
Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.16.

3.2. Discharge/Termination. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under the Agreement.

3.3.3. Notwithstanding any other provision of this Agreement, each party's obligation to defend, indemnify and hold harmless the other party, as expressed in these Indemnification Provisions, shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Sponsor's performance pursuant to the Agreement.

3.4. Liability. As TAMC is only providing certain funds and is not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise because of TAMC's provision of funds which may ultimately be utilized in, but not limited to, the acquisition of, the design, implementation, or construction of the Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Agreement shall be Daniel Gho, Public Works Director / Deputy City Manager; TAMC's designated administrator of this Agreement shall be Dave Delfino, Financial Officer. TAMC's Project Manager under this Agreement shall be Doug Bilse, Principal Engineer.

3.6 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TAMC	CITY OF PACIFIC GROVE
Todd Muck	Daniel Gho
Executive Director	Public Works Director / Deputy City Manager
55B Plaza Circle	300 Forest Ave
Salinas, California 93901	Pacific Grove, CA 93950

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.6. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.7. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and

instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.8. No Promise or Representation of Approval. It is expressly agreed and understood that this Agreement is to fund Project Approval and Environmental Document phase of the Project and each Party retains their full discretion to agree or disagree to terms and conditions relating to future actions with respect to the Project and that by entering into this Agreement neither TAMC nor the Sponsor is making any promise, representation or commitment to give special treatment to, or exercise its discretion favorably with respect to the final consideration and possible approval of the Project or any entitlement to develop the Project on TAMC property.

3.9. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.10. Amendment. This Agreement may not be changed, modified, or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.11. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and TAMC is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC’s agents or employees shall be agents or employees of Sponsor.

3.12. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.13. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.14. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.15. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by the

Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.16. Survival. The following provisions in this Agreement shall survive discharge:

3.16.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.16.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.5 (right to conduct audit).

3.16.3. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3. (indemnity) and Section 3.4 (liability), until the expiration of all relevant statutes of limitations.

3.17. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included with Exhibit B. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by a separate Agreement, shall arise only upon execution of a new Agreement.

3.18. Time. Time is and shall be of the essence of this Agreement and each of its provisions in which performance is a factor.

3.19. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.20. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be in Monterey County.

3.21. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.22. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.23. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Agreement, nor shall any provision of this Agreement give any third-party any right of subrogation or action over or against any Party to this Agreement.

3.24. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY:

By: _____
Todd Muck
Executive Director

Approved as to form:

By: _____
Robert Brayer
TAMC Counsel

CITY OF PACIFIC GROVE:

By: _____
Bill Peake
Mayor, Pacific Grove

Approved as to form:

By: _____
Brian Pierik
Pacific Grove General Counsel

EXHIBIT A

PROJECT DESCRIPTION and SCOPE OF WORK

Project Name: Cedar, Sunset & Congress Intersection Improvements

Project Contact: Daniel Gho, Public Works Director / Deputy City Manager, City of Pacific Grove

Project Manager: Daniel Gho, Public Works Director / Deputy City Manager, City of Pacific Grove

PROJECT DESCRIPTION

Responsible Agency: City of Pacific Grove

Project Limits: The project will construct safety and multi-modal improvements at the Congress, Sunset, & Cedar 5-way intersection south to 19th and Sunset (Pacific Grove).

Project Phase: Project Approval and Environmental Document

This phase of work includes developing the Project Approval and Environmental Document. After a thorough community and public input process and reaching the 100% design milestone, the Pacific Grove City Council may exercise its discretionary authority to proceed into the construction phase of the project.

Project Purpose:
This intersection is a dangerous 5-way intersection that is near the Pacific Grove High School and Forest Grove Elementary School. The purpose of this project is to design and construct an intersection that is safe for all users.

Transportation Benefit:
Improved circulation, especially when school is out for the day. There is potential for a large development nearby for housing and a redesign of the intersection will improve pedestrian, bicycle, and vehicle traffic.

SCOPE OF WORK

The Cedar, Sunset & Congress Intersection Improvement project is a multi-year, multi-million-dollar project that the City of Pacific Grove anticipates using the full $5 million TAMC Regional Project Measure X allocation that is earmarked for the Pacific Grove segment of the Highway 68 corridor. The City anticipates harnessing the first $1 million in FY22/23 for a segment of the scope of work noted below. This large-scale project will take several years to complete. The full project scope of work is noted below; moreover, the schedule in Exhibit B provides the tasks the City plans to complete in FY22/23.

This multi-year project allows for the design, permitting, environmental review and construction of safety and multi-modal improvements at the Cedar, Sunset & Congress 5-way intersection. This project was identified via the Highway 68 Corridor Study conducted in conjunction with the Transportation Agency of Monterey County (TAMC) in 2016.

The Cedar, Sunset & Congress Intersection Improvement project will include a robust public feedback process, engineering, environmental review, a cooperative agreement with Caltrans for the proposed improvements, and after implementation, a maintenance agreement with Caltrans for post construction maintenance.

EXHIBIT B

ESTIMATED SCHEDULE

- **Fall 2022 – Formalize Funding**
  - Execute Funding Agreement with approval from TAMC Board & Pacific Grove City Council
- **Winter 2022 - Spring 2023: Design**
  - Prepare and release RFP for planning & design services
  - Retain consultant
  - Perform ICE study
  - Submit CAL trans PID application
  - Develop conceptual design options
- **Summer 2023 – Public Outreach & Feedback on Design Options**
  - Perform robust public outreach on design options
  - Obtain Pacific Grove City Council & TAMC Board feedback on design options
  - Continue coordination with Caltrans on permitting
- **Fall 2023 – Winter 2024 – Environmental Permitting**
  - Conduct CEQA analysis
  - Public review CEQA
- **Spring 2024 – Summer 2024 – Pre-Construction**
  - Finalize construction drawings & bidding documents
  - Release bid
  - Award construction contract
  - Begin conversation with Caltrans regarding maintenance of intersection improvements
- **Fall 2024 – Summer 2026: Construction**
  - Construction to occur per drawings & specifications
  - Finalize maintenance agreement with Caltrans

EXHIBIT C

PROJECT ESTIMATE OF PROBABLE COST AND FUNDING SUMMARY

FUNDING SUMMARY

Project Phase	**Fund Source**	**Fiscal Year**	**Amount**	**Reimbursable by TAMC Under This Agreement?**	**Funding Secured?**
Project Approval and Environmental Document	Measure X	2022/23	$1,000,000	Yes	Yes
Total Reimbursable Amount:			$1,000,000		
Total Cost:			$1,000,000		Yes

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: October 19, 2022

SUBJECT: Fee Waiver Request, Coastal Conservancy, Council Chambers

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Allow the California Coastal Conservancy to use Council Chambers on November 30, 2022 and December 1, 2022 to host their Quarterly meeting, and waive all fees associated with the rental of the Council Chambers

DISCUSSION

The Coastal Conservancy is a state agency, established in 1976, to protect and improve natural lands and waterways, to help people get to and enjoy the outdoors, and to sustain local economies along California's coast. The Conservancy is a non-regulatory agency that supports projects to protect coastal resources and increase opportunities for the public to enjoy the coast.

The Coastal Conservancy meets five or six times a year at different locations around the state and has requested that their December 1, 2022 meeting be held in Pacific Grove. The Coastal Conservancy has a long-standing relationship with Pacific Grove, as the Coastal Conservancy has funded portions of the Point Pinos Trail Project and the boardwalk and trail at the Great Tide Pool site. They would like to tour the Point Pinos Trail project November 30, and then have their hybrid board meeting in the Pacific Grove Council Chambers on December 1.

The Coastal Conservancy staff reached out to the City requesting the use of the chambers and has requested that any fees associated with the rental be waived. City staff can not waive fees as these are approved by the City Council annually as part of the fee schedule. The current fees for the Council Chambers are $141 per hour for the first 4 hours and $35 per hour after that. There is also a deposit of $267 for the audio and visual equipment, as this will be a hybrid meeting, so they would need to utilize some of our equipment.

The California Coastal Conservancy is requesting that the City Council waive fees associated with the rental of the City's Council Chambers and allow them to use the room on November 30, 2022 to setup for their meeting and allow them to host their December 1, 2022 meeting in our Chambers for no fee between the hours of 8:00 am until 3:00 pm.

City staff has tentatively placed the Coastal Conservancy meeting on the Calendar for the Council

Chambers, and no conflicts exist with the requested dates.

OPTIONS

Do not waive the fees for the Council Chambers.

FINANCIAL IMPACT:

To rent the Council Chambers for the time the Coastal Conservancy has requested would net approximately $950 if fees are not waived. The Coastal Conservancy would seek alternative locations if the fees are not waived.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: October 19, 2022

SUBJECT: Diversity, Equity and Inclusion Minutes: September 12, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes

MEETING MINUTES

CITY OF PACIFIC GROVE
DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

REGULAR MEETING
Monday, September 12, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

THIS MEETING WILL BE HELD IN PERSON AND VIRTUALLY (HYBRID). CHAMBER CAPACITY IS LIMITED AND PROVIDED ON A FIRST COME, FIRST SERVED BASIS.

THE VIRTUAL MEETING IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT.

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89179208141

To participate telephonically, call any number below:

888 788 0099 US (Toll-free)
877 853 5247 US (Toll-free)
669 900 9128
669 219 2599

Webinar ID: 891 7920 8141#
If prompted to enter a participant ID, press #.

1. **CALL TO ORDER / ROLL CALL**
Chair Tina Rau called the meeting to order at 6:06 pm. Clerk Kandell conducted roll call with the following Task Force members present via Zoom Meeting: Task Force Members (Members) Kim Bui, Edward Juarez-Lefevre, and Task Force member Tina Rau present in person. Task Force members Nadja Mark and Kristy Markowitz were absent.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Vice Chair Juarez-Lefevre and seconded by Secretary Bui the Task Force approved the Agenda.

Motion carried 3-0-2, by the following roll call vote:

AYES: Members Bui, Juarez-Lefevre and Rau.
NOES: None.
ABSENT: Members Mark and Markowitz.

3. **PRESENTATIONS**

A. Congressman Jimmy Panetta, 20th District of California, provided a DEI Legislative Update

4. **TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)**

Chair Rau, Vice Chair Juarez-Lefevre and Secretary Bui made announcements. No staff announcements were made.

5. **COUNCIL LIAISON ANNOUNCEMENTS**

Council member Poduri made announcements.

6. **GENERAL PUBLIC COMMENT**

Public comment was received from Lisa Ciani.

7. **APPROVAL OF THE MINUTES**

A. **Action:** Upon motion by Vice Chair Juarez-Lefevre and seconded by Secretary Bui, the Task Force approved the Minutes of the August 15, 2022 Special Meeting, as follows:

Motion carried 3-0-2 by the following vote:

AYES:	Members Bui, Juarez-Lefevre and Rau.
NOES:	None.
ABSENT:	Members Mark and Markowitz.

B. **Action:** Upon motion by Vice Chair Juarez-Lefevre and seconded by Secretary Bui, the Task Force approved the Minutes of the August 15, 2022 Special Study Session as follows:

Motion carried 3-0-2 by the following vote:

AYES:	Members Bui, Juarez-Lefevre and Rau.
NOES:	None.
ABSENT:	Members Mark and Markowitz.

8. **REGULAR AGENDA**

A. Diversity, Equity and Inclusion Consultant Request for Qualifications
Clerk Kandell gave a report.

No public comment was received.

B. DEI Education and Resources Webpage Subcommittee
Secretary Bui gave a report.

No public comment was received.

9. **NEXT MEETING:** Regular meeting on October 10, 2022 via Zoom.

10. **ADJOURNMENT**

Chair Rau adjourned the regular meeting at approximately 6:47 p.m.

Respectfully Submitted,

Kim Bui
Secretary

Approved by Chair: _____Date_____

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Diana Godwin, Library Manager

MEETING DATE: October 19, 2022

SUBJECT: Library Board Minutes: July 11, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

LAB Minutes July 2022

NOTICE OF MEETING

CITY OF PACIFIC GROVE

LIBRARY ADVISORY BOARD

REGULAR MEETING

Monday, July 11, 2022 4:00 P.M.

THIS MEETING WAS HELD VIRTUALLY AND IS COMPLIANT WITH THE GOVERNOR'S EXECUTIVE ORDERS ALLOWING FOR A DEVIATION OF TELECONFERENCE RULES REQUIRED BY THE BROWN ACT

MINUTES

CALL TO ORDER/ROLL CALL – 4:15 pm. Attending: Library Director Diana Godwin, Board Members Faye Mueller-Delia, Tama Olver, Mary Ann Whitten. Absent: City Council Liaison Bill Peake; Board Chair Heather Lazare, Board member Marybeth Rinehart.

1. **APPROVAL OF AGENDA** *Motion: Approve the agenda as submitted*. Olver/Mueller-Delia. Approved unanimously 3/0/0.
2. **COMMISSION/STAFF ANNOUNCEMENTS**

Director Godwin noted:

A. Board member Rinehart is working with the Friends of the Library to plan a donor event.

B. A brochure and map of the art and artists permanently displayed at the library is being developed by an art curator.

C. The newly created Youth Ambassadors of Pacific Grove program will include the Library among the opportunities it provides.

D. Purchase of the e-vehicle was approved, one has been selected, and it will be delivered 9/20.

Poetry programs:

E. The amount in the Poet's Perch fund is being verified and could fund a monthly poetry event.

F. Monterey County Poet Laureate, Daniel Summerhill, is returning for an October event.

G. A workshop with a poet will be held on 7/18.

Local History:

H. Work on the inventory of historic petitions continues.

I. The plaque honoring the historic commitment to Perkins was installed on 7/11.

J. The plaque identifying the designation of the local history room to Jean Laws is being created. There will be a supporting resolution for the city council in August and dedication in October.

Programs:

K. Details and attendance are included in an attachment to these minutes.
L. The Library collaborated with the Recreation Department on summer reading programming.
M. The Friends of the Library are doing a local history lecture series in August-September. Lecturers include David Laws, Peter Hiller, Carol Marquart, and Heather Lazare.

Director Godwin, in response to questions, noted that advertising for programs is extensive in local papers (Pacific Grove Press, Carmel Pinecone, Monterey County Weekly) and on social media. The Library sometimes takes advantage of paid advertising.

3. COUNCIL LIAISON ANNOUNCEMENTS

Board member Whitten noted, for Mayor Peake:

a. Information about the city's budget is in minutes of city council meetings. Revenue from Transient Occupancy and Use Taxes is up.
b. Three city council members and the mayor will be on the ballot. Council member Amelio will run. The mayor requests that interested parties consider running for the open City Council positions.
c. The Council will consider reducing its membership from 7 (including the mayor) to 5.
d. Authorization of a cannabis dispensary will also be considered.
e. The popular Pet Parade returns on July 29.
f. Other upcoming matters are a update on housing, the new youth commission, and salary increases for department heads.

4. PUBLIC COMMENT

There was none provided.

5. APPROVAL OF THE MINUTES

Whitten moved and Mueller-Delia seconded approval of the minutes as submitted. The motion passed 3/0/0.

REGULAR AGENDA

6. UNFINISHED AND ONGOING BUSINESS

A. Future meetings will consider: Planning for the donor reception, formation of a subcommittee on naming rights, getting youth more involved in the Library, and use of revenue from the Poet's Perch.

7. NEW BUSINESS -- None

ADJOURNMENT – 4:40 pm.
Next Meeting: September 12, 4pm, via Zoom.

Library Director's Report included for reference:

Staffing – Two librarians increased hours from 20 to 30 starting FY22-23.
Children's programs (attendance in parentheses)

a. Lego Night –7/6 (38)
b. StoryTimes well attended SRP (Summer Reading Program) began June 8, 2 pm Jewell Park.
c. July 13, Traveling Lantern Theatre was canceled due to Covid. They provided link to virtual performance (52). 2 events inside library:
d. Camping at the Library-Encanto film (48) 6/20 & 6/27
e. Fratello Marionettes (87) Build It! Started June 24 (12) July 22 (20) fourth Friday of month for older children

Teen programs

a. Teen SRP over, 17 teens involved.
b. 7/6 plant project (3)
c. Raffle on 7/22 10 prizes handed out. Charlene contacted local businesses who donated the prizes

Gallery

a. Sea Scribes calligraphy show "Writing on the Wall" ends 7/1.
b. Quilt exhibit 7/8 (reception) to 9/30.
c. Fall exhibit -- Remember, Rise, Revitalize (Harlem Renaissance) opening reception 10/7, working on PG student art show for January

Art collection brochure/map in development
Local History

a. Tyler completed inventory of petitions, inventoried boxes in basement.
b. Hayes Perkins plaque is now displayed.
c. Dedication of Laws Room, Sunday, 10/9, 2:30 pm public, bubbly and cookies, then to David's house for family. Final plaque language to be determined when Diana speaks with engraver.
d. Friends of the Library hosting a Local Author series

Poet's Perch

a. Working on a plan with Catrina for monthly events.

Youth Ambassadors – We have a number of these volunteers helping with SRP and Recreation Day Camp. They hosted a workshop with Patrice Vecchione 7/18 (25).
MOVe – Supporting resolution is moving through city approval, delivery of GEM 9/20, Arc Metal has won bid for fabrication.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Sidor, Contract Planner

MEETING DATE: October 19, 2022

SUBJECT: Planning Commission Meeting Minutes: July 14, 2022 and August 11, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

Approved PC Minutes 07-14-22

Approved PC Minutes 08-11-22

CITY OF PACIFIC GROVE

PLANNING COMMISSION

DRAFT MEETING MINUTES

Thursday, July 14, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

This meeting was held via Zoom webinar.

1. **CALL TO ORDER & ROLL CALL –** Vice Chair Murphy called the meeting to order at 6:00 pm.
   Commissioners Present: Aeschliman, Beck, Fredrickson, Murphy, Nodzenski, Sawyer.
   Commissioners Absent: Chair Lilley

2. **APPROVAL OF AGENDA –**
   Vice Chair Murphy asked if any Commissioners wanted to make any changes to the agenda. No changes were requested.

   On a motion by Commissioner Aeschliman, seconded by Secretary Sawyer, the agenda was unanimously approved as presented on a roll call vote. (6-0; Lilley absent)

3. **COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
   A. Vice Chair Murphy introduced Mr. Greg Rubens, the new Deputy City Attorney for Pacific Grove. Mr. Rubens provided the Commission with some information regarding his prior work background and experience.
   B. Secretary Sawyer reported that she attended an SB35 Webinar hosted by the California Department of Housing and Community Development, and is currently taking a California Environmental Quality Act (CEQA) series dealing with preservation. Three points of interest from the CEQA series include discretionary approval for demolition of historic properties, parklets and their impact on historic resources, and historic districts and the use of districts as historic resources to help promote continued preservation.
   C. Commissioner Beck thanked the residents of Pacific Grove who emailed the Planning Commission.
   D. Staff liaison Sidor announced that Community Development Department (CDD) staff will host a Community Outreach meeting in the City Council chambers on July 21st, 2022, from noon to 1:00 pm for the Parklet and Sidewalk Dining Program; that CDD staff will also host a Housing Element Update Workshop on July 25th, 2022, in the Community Center from 6:00 – 8:00 pm; and that Anastacia Wyatt, Senior Housing Program Manager, has been selected as the new Community Development Director for the City of Pacific Grove effective July 18, 2022.

4. **COUNCIL LIAISON ANNOUNCEMENTS**
   Council Member Coletti welcomed Mr. Rubens, and announced that the City Council discussed at its meeting on July 6, 2022, three resolutions related to the election in November 2022. First, a resolution calling for the election and coordinating it with the County Election Department, and then two ballot measures regarding a cannabis advisory vote and reducing the size of the City Council from 7 to 5 members.

5. **GENERAL PUBLIC COMMENT –** the following individual provided public comment:
   Tony Ciani

6. **RHNA 6 and Housing Element Update**
From: Anastacia Wyatt, Community Development Director
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378 **Recommended Action:** Receive the Regional Housing Needs Allocation cycle (RHNA) 6 and Housing Element Update.
Reference: Anastacia Wyatt, Community Development Director

After receiving a presentation by Anastacia Wyatt (CDD staff) and David Driskell (Baird & Driskell), Vice Chair Murphy opened the floor to questions from Commissioners and to public comment. The following individuals provided public comment: Inge Lorentzen Daumer, Tony Ciani, and Lisa Ciani. Vice Chair Murphy then closed the public hearing portion of the meeting and returned the item to the Commission for further questions and discussion.

CONSENT AGENDA

7. REPORTS FOR INFORMATION ONLY

A. City Council Goals and Tactics
From: Joseph Sidor, Contract Planner
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Receive the City Council Goals and Tactics Reference: Joseph Sidor, Contract Planner

8. REPORTS REQUIRING ACTION

A. Minutes of the June 9, 2022, Planning Commission Regular Meeting
Reference: Joseph Sidor, Contract Planner
Recommended Action: Approve the minutes of the June 9, 2022, Planning Commission Regular Meeting.
CEQA: Does not constitute a "Project" per CEQA Guidelines Section 15378

On a motion by Commissioner Beck, seconded by Vice Chair Murphy, the consent agenda was unanimously approved as presented on a roll call vote. (6-0; Lilley absent)

REGULAR AGENDA

9. **PUBLIC HEARINGS**

A. Architectural Permit (AP) & Coastal Development Permit (CDP) 22-0039 for 321 Asilomar Ave (APN 006-392-035)
From: Laurel O'Halloran, Associate Planner
Zoning District/General Plan Designation: R-1-B-4 / Low Density 2.0 du/ac
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class 1, Existing Facilities

Recommended Action: Approve the Architectural Permit and Coastal Development Permit subject to the recommended findings, conditions of approval, and Class 1, section 15301(e), Existing Facilities CEQA exemption.

Reference: Laurel O'Halloran, Associate Planner

Vice Chair Murphy (visited the site and spoke with the owner) reported ex parte communications regarding this project. After receiving an oral report by Contract Planner Sidor, and testimony from the applicant's designer (Aaron Tollefson) and the owner (David Huff), Vice Chair Murphy opened the public hearing and Frank Schembri and Lisa Ciani provided public comment. Vice Chair Murphy closed the public hearing portion of the meeting and returned the item to the Commission for deliberation.

After discussion, Commissioner Fredrickson made a motion, seconded by Commissioner Aeschliman, to approve the project. On a roll call vote, the motion was unanimously approved. (6-0; Lilley absent)

The Planning Commission recessed at 7:54 pm and resumed the meeting at 8:00 pm.

B. Coastal Development Permit (CDP) 22-0125 for 120 17th Street, APN 006-153-010

From: Joseph Sidor, Contract Planner

Zoning District/General Plan Designation: R-3-PGR / Medium High Density Residential 10-20 du/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines Section 15303, Class 3, Construction or Conversion of Small Structures

Recommended Action: Staff recommends that the Planning Commission approve the proposed Coastal Development Permit (CDP) 22-0125) subject to the recommended findings, conditions of approval, and Class 3 Categorical Exemption (CEQA Guidelines Section 15303, New Construction).

Reference: Joseph Sidor, Contract Planner

After receiving an oral report by Contract Planner Sidor, and testimony from the applicant's architect (Adam Jeselnick), Vice Chair Murphy opened the public hearing and Lisa Ciani and Tony Ciani provided public comment. Vice Chair Murphy closed the public hearing portion of the meeting and returned the item to the Commission for deliberation.

After discussion, Vice Chair Murphy made a motion, seconded by Secretary Sawyer, to approve the project with additional conditions of approval to require an encroachment permit, permeable parking surface, and a rental period restriction. On a roll call vote, the motion was unanimously approved. (6-0; Lilley absent)

10. **CONTINUED AND ONGOING BUSINESS**

A. Receive an Oral Report on Activities of the Education and Training Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on the activities of the Education and Training Subcommittee.

Reference: Joseph Sidor, Contract Planner

The Subcommittee did not have a report to provide at this meeting. No individuals provided public comment. No further action taken.

B. Receive an Oral and Written Report on Activities of the Policy and Ordinance Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Policy and Ordinance Subcommittee.

Reference: Joseph Sidor, Contract Planner

Secretary Sawyer presented an oral report, and Tony Ciani provided public comment. No further action taken.

C. Receive an Oral and Written Report on Activities of the Planning Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Planning Subcommittee, and review the charge of the subcommittee.

Reference: Joseph Sidor, Contract Planner

Commissioner Fredrickson and Secretary Sawyer presented an oral report, and Tony Ciani provided public comment. No further action taken.

D. Report Regarding Amendment of PGMC Chapter 23.45 – Prohibition of Timeshares

From: Joseph Sidor, Contract Planner

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

Recommended Action: Receive an oral report from staff regarding an amendment to Pacific Grove Municipal Code (PGMC) Chapter 23.45 – Prohibition of Timeshares.

Reference: Joseph Sidor, Contract Planner

Contract Planner Sidor presented an oral report. CDD staff will meet with the new city attorney and return to the Planning Commission with more information. No individuals provided public comment. No further action taken.

11. **NEW BUSINESS -** None

12. **PRESENTATIONS** - None

13. **NEXT MEETING –** August 11, 2022

14. **ADJOURNMENT -** By order of the Vice Chair, the meeting was adjourned at 9:03 pm.

CITY OF PACIFIC GROVE

PLANNING COMMISSION

DRAFT MEETING MINUTES

Thursday, Aug.11, 2022, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

This meeting was held in Council Chambers and via Zoom webinar.

1. **CALL TO ORDER & ROLL CALL –**Chair Lilley called the meeting to order at 6:00 pm. Commissioners Present: Aeschliman, Beck, Fredrickson, Lilley, Murphy, Nodzenski (attended remotely), Sawyer.

2. **APPROVAL OF AGENDA –**
   Chair Lilley asked if any Commissioners wanted to make any changes to the agenda.
   Chair Lilley asked to move New Business items *10A Discussion regarding Planning Commission Policies and Procedures to 9B and 10B Status of Parklets Information to 9A.*

   On a motion by Commissioner Fredrickson, seconded by Secretary Sawyer, the agenda was unanimously approved as amended on a roll call vote. (7-0)

3. **COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
   A. Secretary Sawyer reported that she completed a California Environmental Quality Act (CEQA) series dealing with preservation; attended a Pacific Grove Housing Element Advisory Committee meeting on July 18th; attended a Community Outreach meeting on July 21st for the Parklet and Sidewalk Dining Program; attended Housing Element Update Workshop on July 25th; and attended Pacific Grove National Night Out on August 2nd, 2022.
   B. Commissioner Beck asked for volunteers for Lover's Point Beach Clean Up on Saturday, August 13th, 2022. She also reported that she attended a Community Outreach meeting on July 21st for the Parklet and Sidewalk Dining Program; Housing Element Update Workshop on July 25th; and the Pacific Grove National Night Out on August 2nd.
   C. Vice Chair Murphy attended Pacific Grove Housing Element Advisory Committee on July 18th; Community Outreach meeting on July 21st for the Parklet and Sidewalk Dining Program; Housing Element Update Workshop on July 25th; and the Traffic and Safety Commission meeting on July 26th.
   D. Chair Lilley noted that he attended the Housing Element Update Workshop on July 25th; and the Pacific Grove City Council meeting on August 3rd at which he spoke as a private citizen to request the City Council not pursue Project Home Key funding. He also welcomed City Attorney Gregory Rubens.
   E. Community Development Department (CDD) Director Anastacia Wyatt announced that Staff will present a Request for Proposal (RFP) for professional services to prepare a focused General Plan update, Zoning Code and Map(s) update objective design and development standards, and associated environmental review and document preparation to the City Council on August 17th; the contract for CEQA review of the Housing Element will be announced in September; and the CA Institute for Local Government (I.L.G.) is offering a free Planning Commissioner Training and she encouraged Commissioners to enroll.

4. **COUNCIL LIAISON ANNOUNCEMENTS**
Council Member Coletti announced that the City Council, at its meeting on July 27, 2022, authorized a budget change to combine two half-time positions into one full-time position within the CDD, and on August 3, 2022, the Council decided to not pursue Project Home Key funding and to pursue recommended actions outlined in the Welcome Home Initiatives Strategy Document. At the meeting on August 17, 2022, the City Council will consider the RFP for a focused General Plan update.

5. **GENERAL PUBLIC COMMENT –** the following individuals provided public comment:
Jill Kleiss, Tony Ciani, Inge Lorentzen Daumer, Gabriel Sanders, and Lisa Ciani

CONSENT AGENDA

6. REPORTS FOR INFORMATION – None

7. REPORTS REQUIRING ACTION

A. Minutes of the July 14, 2022, Planning Commission Regular Meeting
Reference: Joseph Sidor, Contract Planner
Recommended Action: Approve the minutes of the July 14, 2022, Planning Commission Regular Meeting.
CEQA: Does not constitute a "Project" per CEQA Guidelines Section 15378

On a motion by Commissioner Aeschliman, seconded by Commissioner Beck, the consent agenda was unanimously approved as presented on a roll call vote. (7-0)

REGULAR AGENDA

8. **PUBLIC HEARINGS**

9. **NEW BUSINESS**

A. Status of Parklets Information
From: Steven Lilley, Planning Commission Chair
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Receive an oral report on the status and schedule of the parklets issue. Hold discussion on information needs for the Planning Commission to properly review this matter and make a recommendation for the City Council in October 2022.
Reference: Steven Lilley, Planning Commission Chair

Chair Lilley introduced the item. John Kuehl, City Building Official, provided an oral report on the status, schedule, and proposed program. Chair Lilley opened the floor to questions from Commissioners and to public comment. The following individuals provided public comment: Inge Lorentzen Daumer, Tony Ciani, and Lisa Ciani. Chair Lilley then closed the public hearing portion of the meeting and returned the item to the Commission for further questions and discussion. The Planning Commissioners recommended appointment of a subcommittee to assist with the parklet planning, ordinance(s) and encroachment issues in the City's zoning codes. City Attorney Rubens

stated no action by Planning Commission could be taken on tonight's agenda as the report is informational only.

Commissioner Beck made a motion, seconded by Secretary Sawyer, to call a special meeting to address forming a parklet subcommittee. City Attorney Rubens noted a Special Meeting can be called. The motion was unanimously approved as presented on a roll call vote. (7-0)

B. Discussion regarding Planning Commission Policies and procedures
From: Steven Lilley, Planning Commission Chair
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Hold discussion on Planning Commission Policies and Procedures regarding agenda setting and project review.
Reference: Joseph Sidor, Contract Planner

After a brief introduction by Chair Lilley, he opened the floor to questions from Commissioners and to public comment. The following individual provided public comment: Inge Lorentzen Daumer. Chair Lilley then closed the public hearing portion of the meeting and returned the item to the Commission for further questions and discussion. City Attorney Rubens commented that further review is needed to ensure that proposed polices/procedures align with city policies and handbooks.

10. **CONTINUED AND ONGOING BUSINESS**

A. Report Regarding Amendment of PGMC Chapter 23.45 – Prohibition of Timeshares
From: Joseph Sidor, Contract Planner
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Receive an oral report from staff regarding an amendment to Pacific Grove Municipal Code (PGMC) Chapter 23.45 – Prohibition of Timeshares.
Reference: Joseph Sidor, Contract Planner

CDD Director Wyatt presented a staff update. CDD staff will meet with the new city attorney and return to the Planning Commission with more information and draft amendment in September or October. No individuals provided public comment. No further action taken.

B. RHNA 6 and Housing Element Update
From: Anastacia Wyatt, Community Development Director
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378 **Recommended Action:** Receive the Regional Housing

Needs Allocation cycle (RHNA) 6 and Housing Element Update.
Reference: Anastacia Wyatt, Community Development Director

CDD Director Wyatt presented a staff update. AMBAG denied the RHNA appeals of two local municipalities. Future housing sites selection to be examined. Chair Lilley opened the floor to questions from Commissioners and to public comment. The following individual provided public comment: Gabriel Sanders. Chair Lilley then closed the public hearing portion of the meeting and returned the item to the Commission for further questions and discussion.

C. Receive an Oral and Written Report on Activities of the Policy and Ordinance Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Policy and Ordinance Subcommittee.

Reference: Joseph Sidor, Contract Planner

The Subcommittee did not have a report to provide at this meeting. No individuals provided public comment. No further action taken.

D. Receive an Oral and Written Report on Activities of the Planning Subcommittee

From: Steven Lilley, Chair

Zoning District/General Plan Designation: N/A

Coastal Zone: N/A

Historic Resources Inventory: N/A

CEQA: Does not constitute a "Project" per CEQA GuidelinesSection 15378

Recommended Action: Receive an oral report on activities of the Planning Subcommittee, and review the charge of the subcommittee.

Reference: Joseph Sidor, Contract Planner

Chair Lilley presented an oral report. No individuals provided public comment. No further action taken.

11. **PRESENTATIONS** - None

12. **NEXT MEETING –** September 8, 2022

13. **ADJOURNMENT -** By order of the Chair, the meeting was adjourned at 8:21 pm.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Gho, Public Works Director / Deputy City Manager

MEETING DATE: October 19, 2022

SUBJECT: PERC Water Extension ***This item was continued from the Council's October 5, 2022 meeting. Action is required by October 19, 2022.***

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize an extension to the agreement with PERC Water for Operations & Maintenance of the Pacific Grove Local Water Project not to exceed 1 year (November 1, 2022 –October 31, 2023) at a monthly fixed cost of $26,188 and a flow based variable unit price of $247.24 per acre foot of influent

2. Authorize staff to begin contract negotiations with PERC Water and return to City Council no later than May 2023 with new negotiated contract terms

DISCUSSION

PERC Water Corporation (PERC) was founded in January 1998 as an entity that provides services from initial design through construction of wastewater treatment and recycling facilities, and long-term operations for wastewater and recycling projects. In August 2015, the City entered into an agreement with PERC for the final design and construction of the Local Water Project (LWP). In November 2017, the City entered into an Asset Management Services Agreement with PERC for the operations and maintenance of the LWP for a term of 5 years (Attachment 1).

The term of the original agreement is approaching expiration on October 31, 2022. Section 2, "Term," of the agreement specifies that 9 months before the expiration of the operations period, PERC and the City will meet to discuss, in good faith an extension, upon the same terms and conditions of the Asset Management Services Agreement with such revisions as mutually agreed to by both parties.

In March 2022, City staff was approached by PERC and discussions began. The City requested PERC review their current operations and costs, as well as assess any operational efficiencies that could be implemented to decrease costs. Multiple discussion occurred with PERC. During these discussions, PERC shared those operational expenditures had increased to significant increases in costs associated with the process chemicals, labor, fuel, monitoring and sampling, and operational facets.

PERC originally proposed a flat fee for services. The flat fee service proposal equated to a 17.4% increase in cost. Due to the notable increase in costs, staff rejected this proposal.

PERC revised their proposal to include a payment scheme that mirrors the existing agreement, a monthly fixed fee with a flow-based variable based on influent. This proposal equates to a 9.7% increase in cost. This increase includes an escalation, based on the Rider Levett Bucknall Quarterly Construction Cost Report local to Los Angeles, which will go into effect in November based on the terms of the original agreement.

Fees	Current	Proposed	Difference Monthly	Difference Annually
Monthly Service Fee	$23,815.86	$26,188.00	$2,372.14	$28,465.68
Variable Unit Fee	$231.50	$247.24	N/A	$1,569.28*
Annual Cost	$308,870.87	$338,905.82	N/A	$30,034.95

**This cost estimate is based on the 2021 figure of 99.7 acre feet sold.*

The LWP requires that the operations have a Grade IV Wastewater Certified Operator to oversee the plant. PERC has the qualifications, knowledge, necessary skills, insurances, and workforce to continue operations of the LWP, the City does not have this level of expertise.

City staff recommends continued operations at the fees noted above for 6 months to allow for the City and PERC to negotiate a new term to the existing agreement. If authorized by Council, City Staff will promptly begin negotiating terms for a new operations and maintenance agreement with PERC. Staff will return to the Council by May 2023, with the proposed negotiated terms for discussion and review.

At the time of review, the City Council could opt to accept the new terms with PERC or request staff to issue a Request for Qualifications (RFQ) for operations and maintenance. Bringing this forward to City Council in May of 2023, will grant staff with 6 months to negotiate with PERC and if negotiations are not successful, then staff will have 6 months to proceed through the RFQ process and solidify a new agreement with a vendor.

OPTIONS

1. Do nothing; This is not recommended as the City will not have an operator for the Local Water Project, and the plant will not be able to produce irrigation water for the golf course, cemetery, and lighthouse grounds.
2. Provide alternate direction.

FINANCIAL IMPACT:

$310,000 was allocated through the FY22/23 operating budget for the LWP operations & maintenance contract. It is anticipated that a $19,000 increase will need to be brought forward for a budget adjustment as part of the FY22/23 mid-year budget process to accommodate a portion of this increase. The budget for the remaining increase for this annual extension will be included for City Council consideration as part of the FY23/24 budget process.

GOAL ALIGNMENT: City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, and parks and trails.

Attachments

Operations Agreement

Extension Proposal
PPT

ASSET MANAGEMENT SERVICES AGREEMENT

THIS ASSET MANAGEMENT SERVICES AGREEMENT ("**Asset Management Agreement**") is made and entered into as of November 1, 2017 (the "**Effective Date**"), by and between **PERC WATER CORPORATION,** a California Corporation ("**PERC**") and **CITY OF PACIFIC GROVE** ("**City**") (PERC and City are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**").

RECITALS:

A. City and PERC have entered into that certain Design-Build Agreement dated August 6, 2015 (the "**DB Agreement**") for the design and construction of The Pacific Grove Local Water Project, including a new water recycling facility and other infrastructure, pumps and pump stations, storage tanks, system inter-ties, operational controls and software, other equipment and other structures used therein or connected thereto (collectively, the "**System**" or the "**Facility**") All capitalized terms not otherwise defined in this Asset Management Agreement shall have the meaning set forth in the DB Agreement.

B. City and PERC desire to enter into this Asset Management Agreement to provide for the operation, management and maintenance of the Facility owned by City and located in City upon the terms and conditions set forth herein.

C. Commencing on the Commencement Date of Operations and for a period of five (5) years (the "**Operations Period**"), City desires to engage PERC to perform the Services (as defined herein) and PERC desires to perform the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, City and PERC mutually agree as follows:

1. **Services**. Subject to the terms and conditions of this Asset Management Agreement, PERC shall furnish to City the services specified in Exhibit "A" attached hereto (the "**Services**") with respect to the Facility during the Operations Period.

2. **Term**. This Asset Management Agreement shall commence as of the Commencement Date of Operations and shall continue until the expiration of the Operations Period or as sooner terminated as provided herein. No later than nine (9) months before the expiration of the Operations Period PERC and City will meet to discuss in good faith an extension of the term of this Asset Management Agreement substantially upon the same terms and conditions of this Asset Management Agreement with such revisions as mutually agreed to by the Parties.

3. **Termination.**

3.1. **For Cause.** Either party hereto may terminate this Asset Management Agreement following thirty (30) calendar days written notice to the other Party following an uncured material default by the other Party of such other Party's obligations under this Asset Management Agreement. The defaulting Party may cure such default during such thirty (30) calendar-day period (or ten (10) calendar-day period if the default is the nonpayment of money). If such default is not timely cured, this Asset Management Agreement shall terminate immediately without further notice upon the expiration of such cure period.

3.2. **Post Termination.** Following any termination of this Asset Management Agreement, PERC shall return to City all of City's materials and information received by PERC and City shall promptly pay to PERC all amounts due hereunder. Thereafter, this Asset Management Agreement shall terminate and be of no further force and effect except that Sections 11, 12 and 14 through 28, inclusive, shall survive such termination.

4. **Price and Payment Terms**. Subject to the terms and conditions of this Asset Management Agreement, PERC will render the Services for the compensation (the "**Fees**") set forth on Exhibit "B" attached hereto (the "**Fee Schedule**"). The Fees shall be paid as set forth in the Fee Schedule.

5. **Additional Terms of Performance**.

5.1. **General Provisions.** The Services performed by PERC hereunder shall be rendered only upon the terms and conditions contained in this Asset Management Agreement.

5.2. **Qualifications.** Each employee, consultant or other agent of PERC shall be well qualified to perform the Services and shall satisfy the applicable requirements set forth in Exhibit "A" attached hereto.

5.3. **PERC's Representations.** PERC warrants, represents, and covenants that: (i) PERC has the ability to perform the Services in compliance with this Asset Management Agreement; (ii) that Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions; (iii) the execution, delivery and performance by PERC hereunder has been duly authorized and approved and will not conflict with or breach any other agreement or obligation of PERC; and (iv) this Asset Management Agreement has been duly executed and delivered by an authorized representative of PERC.

6. **Covenants of City.** During the Term, City shall provide such reasonable assistance and cooperation as PERC may reasonably request in connection with performance of the Services including, without limitation, the following:

(i) Provide payment for disposal of the dewatered grit and screenings and the waste water sludge ("**WAS**") generated by the operation of the Facility. The WAS will be pumped to the Coral Street wastewater pump station;

(ii) Provide payment for replacement and repair parts and equipment, as needed;

(iii) Provide potable water to the Facility as needed;

(iv) Provide payment for all utilities used in connection with the operation of the Facility including, without limitation, gas, electricity, water, diesel fuel, and high speed internet service;

(v) Obtain from the appropriate agency or agencies, and pay all fees and costs in connection with, any permits or licenses necessary and required to enable PERC, or its agent or independent contractors, to operate and maintain the Facility; provided, however, that PERC shall be solely responsible for obtaining and maintaining the Grade IV Wastewater Operator Certification as well as the State of California Contractor Operator Certification Number CO-0115 issued by the California State Water Resources Control Board;

(vi) City shall provide the right of entry upon the premises of the Facility to personnel of PERC, or its agents or independent contractors, as applicable, to perform the Services, subject to the observation of all safety, security and other rules of City applicable to the Facility. In addition to the foregoing, City shall provide for permanent clearances for immediate entry to and upon the Facility of a designated and identified number of personnel employed by PERC, or its agents or independent contractors, as applicable, to repair or service the Facility in the event of an emergency. The existence of an emergency necessitating immediate entry of said personnel to and upon the Facility shall be determined in the reasonable discretion of PERC, or its agent or independent contractor, as applicable; and

(vii) City will comply with all federal, state, and local laws, ordinances, statutes, rules, regulations and standards applicable to the Facility including, without limitation, all permits, easements, licenses and orders.

7. **Compliance with Laws**. PERC warrants that PERC's performance of the Services will comply with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations and standards. PERC shall obtain and maintain in full force and effect all permits, approvals and licenses necessary to complete the performance of the Services.

8. **Ownership of Effluent and Materials.** All materials, documents, information, effluent and biosolids produced or generated by or in connection with the operation of the Facility and the System shall at all times be owned solely by City; provided, however, that ownership and the right to use the Construction Documents shall be determined in accordance with the DB Agreement.

9. **Warranties**. During the Operations Period and so long as PERC is performing the Services and City timely and completely performs all of its obligations under this Asset Management Agreement, PERC warrants to City that with respect to the Facility, all Acceptable Influent included within the parameters set forth in Exhibit "C" attached hereto shall be treated to produce and discharge Compliant Effluent within the parameters set forth in Exhibit "C" attached hereto (the "**Acceptable Influent Warranty**"). PERC makes no such warranty with respect to any influent received by the Facility that is not Acceptable Influent ("**Unacceptable Influent**") and City retains sole responsibility for the discharge of any effluent generated from all Unacceptable Influent ("**Noncompliant Effluent**"). The Acceptable Influent Warranty is the sole warranty made by PERC in connection with the Services and there are no other express or implied warranties made by PERC including, without limitation, any warranty of merchantability or fitness for a particular purpose or any warranty as to the compliance of the Facility under any applicable permit, regulation or order.

10. **Insurance Requirements.** PERC shall maintain 'and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this Asset Management Agreement. City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Asset Management Agreement or failure to identify any insurance deficiency shall not relieve PERC from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Asset Management Agreement.

10.1 Workers Compensation & Employers Liability Insurance.

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

10.2 General Liability Insurance.

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If PERC maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by PERC.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by City. PERC is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether PERC has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for one (1) year after performance by PERC of the Services has ceased.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of PERC. City shall continue to be an additional insured for completed operations for (1) year after performance by PERC of the Services has ceased.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

10.3 Automobile Liability Insurance.

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- City shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that City is an insured; and
  2. Properly completed Certificate of Insurance.

10.4 PERC's Pollution Liability Insurance.

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which PERC is performing work under this Asset Management Agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by City. PERC is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether PERC has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the PERC. Additional insured status shall continue for one (1) year after performance by PERC of the Services has ceased.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Commencement Date of Operations.
- The insurance shall be continued for one (1) year after performance by PERC of the Services has ceased. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the Commencement Date of Operations.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance.

10.5 Professional Liability/Errors & Omissions Insurance.

- Minimum Limits: $3,000,000 per claim or per occurrence; $3,000,000 annual aggregate.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by City.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the Commencement Date of Operations.
- Coverage applicable to the work performed under this Asset Management Agreement shall be continued for five (5) years after performance by PERC of the Services has ceased. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the Commencement Date of Operations.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

10.6 Standards for Insurance Companies and Documentation.

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- The Certificate of Insurance shall include the following reference:
  City of Pacific
  Local Water Project
- The name and address for Additional Insured endorsements and Certificates of Insurance is:
  City of Pacific Grove
  300 Forest Ave.
- Pacific Grove, CA. 93950
- PERC shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Concurrent with the execution of this Asset Management Agreement, and not less than annually thereafter, PERC will provide written evidence satisfactory to City showing proof of insurance for the coverages required under this Section.

11. Indemnification; Limitation of Liability

11.1. **Indemnification**. PERC shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged negligent acts, omissionsor willful misconduct of PERC, its directors, officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of this Asset Management Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of City, its officers, officials, employees and volunteers. PERC shall defend, at PERC's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. PERC shall pay and satisfy any judgment, award or decree that may be rendered against City, or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. PERC shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. PERC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its officials, officers, employees, agents or volunteers.

11.2. **Duty to Defend; Exceptions to Indemnification.** The duty to defend shall be a separate and distinct obligation from the duty to indemnify and hold harmless and is enforceable regardless of fault or negligence of the indemnified party; provided, however, that to the extent the claim for which City is being defended results from the sole negligence, or willful misconduct of City, its officers, officials, employees and volunteers City shall promptly reimburse PERC for all costs, fees and attorneys' fees expended by PERC. PERC shall defend all claims and pay all costs and expenses incidental thereto, but City shall have the right, at its option and its sole cost, to participate in such defense without relieving PERC of any obligation under this Asset Management Agreement; provided, however, that PERC shall not be liable for any settlement terms or amounts agreed to by City without the prior written consent of PERC.

11.3. **Insurance.** The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

12. **Limitation of Liability.** Notwithstanding anything to the contrary contained herein, and provided that PERC has maintained the insurance in accordance with Section 10 hereof, PERC shall not be liable under this Asset Management Agreement for: (i) any amount that exceeds the greater of: (A) Two Hundred Fifty Thousand Dollars ($250,000); or (B) all insurance proceeds available for the payment of any claim against PERC; or (ii) any consequential, indirect, punitive or exemplary damages including, without limitation, loss of profits. **Notices**. All notices and correspondence between parties shall be in writing and shall be personally delivered, sent via facsimile, electronic mail or overnight courier, or by United States registered mail addressed to the party to be served at the address set forth below, or such other address as may be designated by such party in a written notice to the other party.

If to PERC:	PERC Water Corporation 959 South Coast Drive Costa Mesa, California 92626 Attention: Brian D. Cullen, President Fax No.: (714) 352-7765 Email: bcullen@percwater.com
If to City:	City of Pacific Grove 300 Forest Ave Pacific Grove, CA 93950 Email: dgho@cityofpacificgrove.org

All notices hereunder shall be deemed given upon the earliest of: (i) receipt; (ii) one (1) business day after confirmed facsimile transmission, electronic mail transmission that is not rejected, or delivery to commercial overnight courier for next business day delivery; or (iii) three (3) calendar days after deposit in mail with sufficient postage.

13. **Assignment**. Neither party hereto shall assign or otherwise transfer its rights or obligations under this Asset Management Agreement, whether by operation of law or otherwise, or delegate any duties, nor assign any rights or claims under this Asset Management Agreement, or for breach of this Asset Management Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such consent shall be required if substantially all of the assets of such party are purchased or such party is a party to a merger in which such party is not the surviving company or in connection with any assignment of this Asset Management Agreement by City.

14. **Binding on Successors and Assigns**. Each and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

15. **Confidentiality**. PERC shall maintain in strict confidence, and shall use and disclose only as authorized by City, all information of a confidential or proprietary nature (collectively, "**Confidential Information**") that PERC receives in connection with the Services performed hereunder. PERC shall require its personnel to agree to do likewise. City shall take reasonable steps to identify for the benefit of PERC and its personnel all Confidential Information, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to: (i) information generally available to the public; (ii) information released by City generally without restriction; (iii) information independently developed or acquired by PERC or its personnel without reliance in any way on other protected information of City; or (iv) information approved for the use and disclosure of PERC or its personnel without restriction. Notwithstanding the foregoing restrictions, PERC and its personnel may use and disclose any information: (A) to the extent required by an order of any court or other governmental authority; or (B) as necessary for it or them to protect their interest in this Asset Management Agreement, but in each case only after City has been so notified in writing and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

16. **Independent Contractor**. PERC is an independent contractor and shall be deemed to be an independent contractor in all its operations and activities under this Asset Management Agreement. Neither PERC nor any of its employees, agents, or representatives of agents, employees, or representatives of City, and nothing in this Asset Management Agreement shall be construed to change the nature of the relationship between the parties. PERC shall not make any commitment or incur any charge or expense in City's name. Any employee furnished by PERC to perform the Services shall be deemed to be PERC's employee exclusively, without any relation whatsoever to City as employee or as independent contractor, and any such employee shall be paid by PERC. PERC shall be responsible for all insurance, obligations and reports relating to any such employee, social security, unemployment insurance, worker's compensation, income tax, and any other reports and deductions required by law or regulation.

17. **Force Majeure**. PERC shall not be liable for failure to perform Services when such performance is hindered by a Force Majeure Event.

18. **Severability.** Any invalidity, in whole or in part, of any provision of this Asset Management Agreement shall not affect the validity of any other of its provisions.

19. **Cumulative Remedies.** All rights and remedies under this Asset Management Agreement or in law or equity shall be cumulative and additional; and no right or remedy shall be exclusive of any other or further rights and remedies provided in this Asset Management Agreement or in law or equity.

20. **Entire Agreement; Conflict**. The terms and conditions of this Asset Management Agreement, the documents referred to herein and the Exhibits attached hereto, all of which are hereby incorporated by reference, constitute the entire agreement of the parties and supersede all previous negotiations, representations and agreements between the parties, whether written or oral. In the event there is a conflict or inconsistency between this Asset Management Agreement and any other document referred to herein including, without limitation, the DB Agreement, this Asset Management Agreement shall control.

21. **Amendment**. This Asset Management Agreement may be modified only by a written document executed by both City and PERC.

22. **Counterparts; Signatures**. This Asset Management Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same Asset Management Agreement. The exchange of copies of this Asset Management Agreement and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Asset Management Agreement by the parties. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

23. **Governing Law**. This Asset Management Agreement shall be construed and enforced in accordance with the laws of the State of California.

24. **Dispute Resolution.** All claims, disputes and other matters in question between the City and PERC arising out of, or relating to this Asset Management Agreement or any breach under this Asset Management Agreement shall, if the Parties cannot resolve their differences, be resolved by Mediation followed by commencement of legal proceedings if such mediation is not successful. All mediations or legal proceedings shall occur in Monterey County.

25. **Mediation.** Disputes between the Parties shall be submitted to non-binding mediation. If the Parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association. The Parties may, but are not required to be, represented by counsel in mediation. The requirement for mediation will not alter or modify the time limitations otherwise provided for claims under applicable law.

26. **Further Assurances.** Each of the parties hereto agrees on behalf of such party and such party's successors and assigns, that such party will, without further consideration, execute, acknowledge and deliver such

other documents and take such other action as may be necessary or convenient to carry out the purposes of this Asset Management Agreement.

27. **Waiver**. No delay or failure by either party to exercise any right, power or remedy with regard to any breach or default under this Asset Management Agreement by the other party shall impair any such right, power or remedy, and shall not be construed to be a waiver of any breach or default of the same or any other provision of this Asset Management Agreement. Any waiver, consent or approval of any party of or to any breach or default by the other party shall be effective only if in writing, and shall not be construed to be a waiver, consent or approval of or to any succeeding breach, default or waiver of any provision of this Asset Management Agreement.

28. **Due Authority**. Each of the signatories of the parties represent and warrant that they have the authority to duly execute and deliver this Asset Management Agreement on behalf of such party and that such party has duly authorized the execution, delivery and performance of this Asset Management Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Management Agreement as of the date first above written.

CITY

City of Pacific Grove., a _____ Municipal Corporation

By: _____
Ben Harvey, City Manager

Title: City Manager

PERC

PERC WATER CORPORATION, a California Corporation

By: _____
Brian D. Cullen, President

EXHIBIT "A"

THE SERVICES

Staffing

- Staff the facility approximately six hours per day during weekdays and approximately two hours per day on weekends and holidays.
- Onsite staff will remotely monitor the Facility twenty-four (24) hours per day seven (7) days per week with emergency call out as needed.

Operation, Maintenance & Management

In performance of the operation, maintenance and management of the Facility, PERC Water shall provide:

- Operate, maintain and or remotely monitor the facility seven days per week, 24 hours per day.
- Respond to alarms and callouts seven days per week, 24 hours per day with no more than 30 minute onsite response time if necessary.
- Communicate effectively with recycled water users at the Pacific Grove Golf Links and the City staff.
- Coordinate recycled water production and distribution with recycled water users
- Provide sample collection and analysis for in-house process control.
- Provide sample collection and transportation to Certified Lab for sample analysis for regulatory reporting. PERC Water will be using Monterey Bay Analytical Services for compliance sample analysis.
- Provide proper screenings management and disposal.
- Assist the City in applying for acquiring and maintaining all approvals required for the disposal of waste activated sludge (WAS).
- Manage WAS operations in compliance with Regional Water Pollution Control Agency (MRWPCA) requirements.
- Maintain and update Emergency Response Plan (ERP) Contingency Plan to address spills overflows and system failures annually. Provide copies of all plans to the City of Pacific Grove Public Works Department.
- Prepare and maintain site specific safety plan and adhere to Occupational Safety and Health Administration (OSHA) requirements. Adopt and implement an OSHA Compliance Plan.
- Develop and implement Best Management Practices (BMPs) for the operation of the facility which will comply with all regulatory requirements.
- Purchase and manage the usage of chemicals required for the operation of the facility and the cleaning of the membranes.
- Maintain site security, including security alarms, entrance gates and proper signage. Verify alarm functionality monthly and confirm successful operation in the monthly Report of Operation.
- Maintain facility access for City personnel and Public Works Staff. Provide keys to the facility and security alarm codes as required.
- Operate the WRF in conformance with the original equipment manufacturer (OEM) recommendations and maintain the equipment warranties to maximize equipment life cycle.

Maintenance and Repair

- Identify, track, enforce and comply with all equipment warranties and guarantees.
- Provide and establish a Computerized Maintenance Management Software (CMMS) program for all preventive, predictive and corrective maintenance for all facility equipment and structures. PERC Water typically uses a computerized software program called e-Maint, a cloud based software product designed

for Wastewater Utilities. We will provide access to the system for one designated City employee for transparency purposes.

- All vendor submittals, shop drawings, record drawings and schematics will be provided to the City as required.
- Perform preventive maintenance (PM) per OEM recommendations to maximize the life cycle of all facility equipment. PM costs are included in the Service Fee as detailed in Exhibit B.
- Participate in annual budget process providing input for annual maintenance costs, repair, replacements and capital improvements.
- Provide "out of scope" capital improvement above the repair limit as mutually agreed. Cost based on actual equipment material and sub contractor costs, Operator standard hourly rate and a maximum 10% administrative fee.
- Develop and maintain an all-inclusive asset inventory.
- Develop, populate and maintain a CMMS program.
- Provide equipment maintenance work orders per OEM recommendations and perform adequate operation and monitoring.
- Track all CMMS work orders and percent complete with a summary report to be included in then monthly report of operations.
- Work orders shall also be completed for buildings and hardscapes.
- At all times keep the facility clean, neat and safe by removal and disposal of trash and debris including parking areas and perimeter fencing.

Monitoring, Reporting and Compliance

- Triple remote monitoring of critical alarms and processes (Operator in Charge, Chief Operator and Division VP).
- Maintain a detailed site specific log book of all facility operation, maintenance and repair activities. Standard log book entries will include facility visitors, security issues, odor issues if any occur, communication with off takers (Golf Course, Cemetery, etc.).
- Provide a monthly report of operation to be presented to the City of Pacific Grove at an in-person monthly meeting and presented to City Council if desired. The Monthly report of operations shall include at a minimum:
    - A detailed narrative summarizing the O&M activities that took place during the month.
    - All equipment repairs and preventive maintenance tasks.
    - Water quality data for the month and for the preceding twelve months as available for comparison purposes. Identify any constituents of regulatory concern and discussion of a plan of action to respond to the concerns.
    - Disinfection effectiveness and log reduction graph.
    - Monthly discharge schedules (Golf Course, Cemetery etc.).
    - Monthly power consumption and rolling twelve-month comparison as available – discussion on possible conservation opportunities
    - Waste Activated Sludge discharged to MRWPCA including concentration and any other requirements of MRWPCA. Provide a rolling twelve-month comparison.
    - Visitor log and safety and security report.
    - Membrane operational parameters and rolling twelve-month comparison to help estimate remaining membrane life.
    - Facility maintenance summary.
    - Work orders issued, completed and remaining open.
    - Equipment out of service.
    - Reclaimed water production and irrigation use.
    - Reclaimed water used by trucks.

- Status of all capital improvements, maintenance and repairs performed or coordinated during the month.

- Prepare and submit monthly and annual regulatory reports in accordance with the Waste Discharge Requirements (WDR) and Monitoring and Reporting Plan. Meet all reporting and monitoring requirements of the Central Coast Region Water Quality Control Board. Upload reports top Geotracker as required.
- Comply with all monitoring requirements of the Air Pollution Control District.
- Provide alarm monitoring and response s needed with no more than 30 minute response time.
- Prepare and submit quarterly and annual laboratory reports as required by applicable law.
- Maintain monthly log of operation maintenance and laboratory analysis.
- Maintain monthly odor complaints and callout response log.
- Provide any additional reports required by law.
- Upon request provide any report required by City.
- Provide maintenance and operation of all monitoring equipment.
- Provide calibration of all monitoring equipment annually at a minimum and accordance with all regulatory requirements.
- Provide verification of accuracy and calibration of analytic monitoring equipment in accordance with EPA State and Laboratory QA/QC Program.
- Provide an annual comprehensive assessment of facility equipment condition, projected life expectancy and estimated replacement cost of key equipment and components of each system.

Miscellaneous

- Maintain all site landscape.
- Maintain all documents, manuals and reports in electronic format and available to the City of Pacific Grove through PERC Water Client Portal.
- Remove and dispose of all trash and debris on the site including parking lots.
- Maintain storm water site compliance.
- Coordinate with City Staff to open, maintain and operate the recycled water storage and pickup station for commercial customers. PERC Water staff will check permits and licenses to ensure proper operation and monitoring of recycled water station and maintain all required records of recycled water distribution.

Exhibit "A"

EXHIBIT "B"

FEE SCHEDULE

In consideration of the performance of the Services, City will pay to PERC monthly for the services provided as detailed below. Beginning on the first day of the month after the Commencement Date of Operations (pro rated for any partial month) PERC shall submit an invoice for the service provided during the preceding month and then continuing on the first (1st) day of each month thereafter during the Term, the amounts set forth below (the "**Fees**"). The City, or its Assignee, will pay each invoice within fifteen (15) days of submittal less any disputed amounts. Any disputed amounts shall be paid within fifteen (15) days following resolution of such dispute.

Monthly Fees

Monthly Fixed Services Fee	$20,164.00 per month
Flow Based Variable Unit Price	$196.00 per Acre Foot of all Influent (Acceptable Influent and Unacceptable Influent)

The amount of the Fees is current as of the date of this Asset Management Agreement. The amount of the Fees shall be adjusted annually as soon as possible following each anniversary of the Commencement Date of Operations based on Rider Levett Bucknall Quarterly Construction Cost Report local to Los Angeles as of the Third Quarter Report 2017. Any additional amount payable by City, as a result of the increase to the Fees, shall be paid by City with the next monthly payment of the Fees following calculation of the new Fees amount.

If City and PERC agree in writing, PERC will perform Services in addition to the Services hereunder and the time for such performance and the amount to be paid or reimbursed to PERC thereunder will be agreed to before any such additional work is commenced (the "**Additional Services**"). In addition, if necessary in the reasonable opinion of PERC due to an emergency situation related to public health or safety or regulatory compliance, PERC takes any action without prior notice to City in connection with the Facility, City agrees to reimburse PERC for all costs and expenses incurred in connection with such emergency together with an amount equal to fifteen percent (15%) of such amount reimbursed. Any amounts payable under this paragraph shall be paid to PERC no later than thirty (30) calendar days after receipt by City of an invoice for such amount.

If any payment required to be made hereunder is not paid when due, such payments shall bear interest thereon from the date such payment was due to the date of receipt of payment by PERC. Late payments shall bear interest at the rate of eight percent (8%) per annum. Additionally, if a sum that is not being disputed is not paid within thirty (30) calendar days after written notice that it is due, then a late charge equal to one percent (1%) per month of the sum past due shall be payable by City, and such late charge shall be paid within ten (10) calendar days after written demand from PERC.

Costs for equipment and other Facility replacement costs, fees and expenses are excluded from the Fees and will be paid by City as needed. The operations, replacement and maintenance of any other equipment, facilities or systems connected to or used by the Facility are excluded from the Services.

EXHIBIT "C"

ACCEPTABLE INFLUENT CHARACTERISTICS

Influent Design Parameters

Average Dry Weather Flow	0.30 MGD
Maximum Month Day Flow	0.30 MGD
Maximum Day Flow	0.30 MGD
Peak Hour Hydraulic Flow	0.30 MGD
Average BOD^5 (mg/L)	250 mg/L
Maximum BOD^5 (lbs/day)	521 lbs/d
Average TSS (mg/L)	340mg/L
Maximum TSS (lbs/day)	709 lbs/d
Maximum Ammonia (mg/L)	40 mg/L
Maximum Ammonia (lbs/day)	83lbs/d

The table above sets forth the Acceptable Influent characteristics that will be treated by the Facility and from which the Facility will produce Compliant Effluent that meet the Effluent Design Parameters below.

Effluent Design Parameters

Average Dry Weather Flow	0.30 MGD
Maximum Month Day Flow	0.30 MGD
Maximum Day Flow	0.30 MGD
Peak Hour Hydraulic Flow	0.30 MGD
BOD^5 (mg/L)	<5 mg/L
TSS (mg/L)	<2.5 mg/L
Ammonia (mg/L)	<1.5 mg/L
Turbidity (NTU)	0.2 NTU

August 29, 2022

Mr. Daniel Gho, Public Works Director
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

PERC Water Corporation (PERC Water) is pleased to provide this proposal to the City of Pacific Grove (City) to extend the current contract for the Operation Services of the Local Water Project.

PERC Water has provided operation and maintenance of the facility since startup completion in 2017. The current contract included a term of five years and is approaching its expiration. Accordingly, we have initiated conversations with City staff to discuss contract extension. As requested, we have reviewed the current cost of operation in an effort to identify potential efficiencies. We have researched several cost saving measures with little success. The fee for the scope of service we currently provide is largely based on the cost of labor and, in the current labor market, cost of qualified operators has significantly increased. The increased cost of process chemicals has also contributed to the higher cost of operation. The current contract includes an escalation clause, which is intended to adjust the service fee annually in an effort to allow for inflation, however during these times when costs are rising in higher-than-normal rates it does not suffice. We have re-evaluated the cost of operation and are providing this proposed new pricing for the operation and maintenance of the Local Water Project.

Alternate Term Approach

During our recent discussion you suggested extending the Service Agreement for a one-year period (Nov. 1, 2022 to Oct. 30, 2023) to allow sufficient time for us, together with City staff, to evaluate all needs of the project and prepare a detailed all-inclusive cost budget for the coming three to five years. This budget will provide a complete cost picture for the facility and allow for forward planning with confidence. PERC Water would be interested to discuss this approach in partnership with the City.

For the extended period (Nov. 1, 2022 to Oct. 30, 2023) we would propose a small fee increase to allow for inflation. We have provided the proposed fee schedule below for your consideration.

Monthly Fixed Fee	$26,188
Annual Fixed Fee $	$314,256

Flow Based Variable Unit Price $247.24 per Acre Foot of all Influent

Scope of Service

PERC Water will operate the Local Water Project for the extended period per the Scope of Services as detailed below, including staffing the facility approximately six hours per day during weekdays and approximately two hours per day on weekends and holidays.

- Operate, maintain and or remotely monitor the facility seven days per week, 24 hours per day.
- Respond to alarms and callouts seven days per week, 24 hours per day with no more than 60 minute onsite response time if necessary.
- Communicate effectively with recycled water users at the Pacific Grove Golf Links and the City staff.
- Coordinate recycled water production and distribution with recycled water users
- Provide certified operators as required by regulatory requirements
- Provide sample collection and analysis for in-house process control.
- Provide sample collection and transportation to Certified Lab for sample analysis for regulatory reporting. PERC Water will be using Monterey Bay Analytical Services for compliance sample analysis.
- Provide proper screening management and disposal.
- Manage WAS operations in compliance with Regional Water Pollution Control Agency (MRWPCA) requirements.
- Maintain and update Emergency Response Plan (ERP) Contingency Plan to address spills overflows and system failures annually. Provide copies of all plans to the City of Pacific Grove Public Works Department.
- Prepare and maintain site specific safety plan and adhere to Occupational Safety and Health Administration (OSHA) requirements. Adopt and implement an OSHA Compliance Plan.
- Develop and implement Best Management Practices (BMPs) for the operation of the facility which will comply with all regulatory requirements.
- Purchase and manage the usage of chemicals required for the operation of the facility and the cleaning of the membranes.
- Maintain site security, including security alarms, entrance gates and proper signage. Verify alarm functionality monthly and confirm successful operation in the monthly Report of Operation.
- Maintain facility access for City personnel and Public Works Staff. Provide keys to the facility and security alarm codes as required.
- Maintain, update and store accessibly the Facility O&M Manual, Standard Operating Procedures (SOPs), site-specific log book, design plans, permits and all other documents specific to the facility including PERC Water's Contract Operator Certification issued by the Office of Operator Certification.
- Operate the WRF in conformance with the original equipment manufacturer (OEM) recommendations and maintain the equipment warranties to maximize equipment life cycle.
- Provide and establish a Computerized Maintenance Management Software (CMMS) program for all preventive, predictive and corrective maintenance for all facility equipment and structures. PERC Water typically uses a computerized software program called e-Maint, a cloud based software product designed for Wastewater Utilities. We will provide access to the system for one designated City employee for transparency purposes.

- Perform PMs per OEM recommendations to maximize the life cycle of all facility equipment. PM costs are included in the Service Fee.
- Participate in annual budget process providing input for annual maintenance costs, repair, replacements, and capital improvements.
- Provide "out of scope" tasks as mutually agreed. Cost based on actual equipment material and sub-contractor costs, Operator standard hourly rate and a maximum 10% administrative fee.
- Develop and maintain an all-inclusive asset inventory.
- Develop, populate and maintain a CMMS program.
- Provide work orders per OEM recommendations and perform adequate operation and monitoring.
- Track all CMMS work orders and percent complete with a summary report to be included in the monthly report of operations.
- Work orders shall also be completed for buildings and hardscapes.
- At all times keep the facility clean, neat and safe by removal and disposal of trash and debris including parking areas and perimeter fencing.

Monitoring, Reporting and Compliance

- Remote monitoring of critical alarms and processes (Operator in Charge, Chief Operator and Division VP).
- Arrange for sample collection, delivery, and analysis by ELAP Certified Lab.
- Maintain a detailed site specific log book of all facility operation, maintenance and repair activities. Standard log book entries will include facility visitors, security issues, odor issues if any occur, communication with off takers (Golf Course, Cemetery, etc.).
- Provide and maintain a laboratory quality assurance program as well as a laboratory manual including standard operating procedures.
- Provide a monthly report of operation to be presented to the City of Pacific Grove at a monthly in-person meeting and presented to City Council if desired. The Monthly report of operations shall include at a minimum:
    - A detailed narrative summarizing the O&M activities that took place during the month.
    - All equipment repairs and preventive maintenance tasks.
    - Water quality data for the month and for the preceding twelve months for comparison purposes. Identify any constituents of regulatory concern and discussion of a plan of action to respond to the concerns.
    - Disinfection effectiveness and log reduction graph.
    - Monthly discharge schedules (Golf Course, Cemetery etc.).
    - Monthly power consumption and rolling twelve-month comparison – discussion on possible conservation opportunities
    - Waste Activated Sludge discharged to MRWPCA including concentration and any other requirements of MRWPCA. Provide a rolling twelve-month comparison.
    - Visitor log and safety and security report.
    - Membrane operational parameters and rolling twelve-month comparison to help estimate remaining membrane life.
    - Facility maintenance summary.
    - Work orders issued, completed, and remaining open.

  - Equipment out of service.
  - Reclaimed water production and irrigation use.
  - Reclaimed water used by trucks.
  - Status of all capital improvements, maintenance and repairs performed or coordinated during the month.
- Prepare and submit monthly and annual regulatory reports in accordance with the Waste Discharge Requirements (WDR) and Monitoring and Reporting Plan. Meet all reporting and monitoring requirements of the Central Coast Region Water Quality Control Board. Upload reports top Geotracker as required.
- Comply with all monitoring requirements of the Air Pollution Control District.
- Provide alarm monitoring and response s needed with no more than 30 minute response time.
- Prepare and submit quarterly and annual laboratory reports as required by applicable law.
- Maintain monthly log of operation maintenance and laboratory analysis.
- Maintain monthly odor complaints and callout response log.
- Provide any additional reports required by law.
- Upon request provide any report required by City.
- Provide maintenance and operation of all monitoring equipment.
- Provide calibration of all monitoring equipment annually at a minimum and accordance with all regulatory requirements.
- Provide verification of accuracy and calibration of analytic monitoring equipment in accordance with EPA State and Laboratory QA/QC Program.
- Provide an annual comprehensive assessment of facility equipment condition, projected life expectancy and estimated replacement cost of key equipment and components of each system.

Miscellaneous

- Maintain all site landscape.
- Maintain all documents, manuals, and reports in electronic format and available to the City of Pacific Grove through PERC Water Client Portal.
- Remove and dispose of all trash and debris on the site including parking lots.
- Maintain storm water site compliance.
- Coordinate with City Staff to open, maintain and operate the recycled water storage and pickup station for commercial customers. PERC Water staff will check permits and licenses to ensure proper operation and monitoring of recycled water station and maintain all required records of recycled water distribution.

Project Needs

During the extended one-year term PERC Water will work in partnership with the City to evaluate the possibility and cost of increasing production to enhance the revenue stream generated by sale of reuse effluent. We have outlined a few examples below.

Plant Capacity

The current facility capacity is 250,000 GPD. However, the diurnal flow in the supply does not provide 250,00 GPD. The overnight flow (12:00am to 6:00am) drops off significantly making it difficult to receive design capacity. Accordingly, we produce approximately 175,000 to 195,000 GPD. A solution is to add an equalization tank at the influent pump station allowing storage of influent flow from the sewer during the day and the ability to supplement lower influent flow overnight, thus increasing the supply capacity.

Membrane System Capacity

During recent communication with Koch Membrane Systems (KMS), it was confirmed the Facility's membrane modules have an additional 25% capacity (75,000 GPD) as the existing system can accommodate the installation of additional membranes. This option will allow the facility to produce more reuse water for sale to increase the City's revenue stream. The increased cost to produce this additional reuse water would be nominal and would not require any additional labor.

Spare parts inventory

PERC Water will work with City staff to create a comprehensive spare parts inventory. The spare parts will include instruments and mechanical parts (UV bulbs, sleeves and miscellaneous parts and instruments). A proper spare parts inventory will minimize equipment downtime and water production interruption.

Thank you for providing PERC Water with the opportunity to continue providing our O&M services to the City of Pacific Grove. We look forward to having the opportunity to work in partnership with you and your staff.

Sincerely,

PERC Water Corporation

Robert Nespeca, Vice President

Perc Water Extension Operations LWP

City Council
City of Pacific Grove

dgho@cityofpacificgrove.org

Background/Current Operations

- City has agreement with Perc Water for operations
- 5-year agreement commenced in January of 2018
- Original agreement is approaching expiration on October 31, 2022

Negotiations

- City was approached by Perc in March of 2022
- Per agreement, Perc and City to met and discuss, in good faith, an extension
- City requested review of current operations and cost
- Initial proposal showed 17.4% increase and was based on a flat fee
  - Stating increases in process chemical, labor, fuel, monitoring and sampling
- Staff rejected and requested a fixed fee and flow – based variable rate
  - This is before you this evening and is 9.7% increase
- Requesting 1 year extension: 6 months negotiations and acceptance or issue RFP

Pricing

Fees	Current	Proposed	Difference Monthly	Difference Annually
Monthly Service Fee	$23,815.86	$26,188.00	$2,372.14	$28,465.68
Variable Unit Fee	$231.50	$247.24	N/A	$1,569.28*
Annual Cost	$308,870.87	$338,905.82	N/A	$30,034.95

**This cost estimate is based on the 2021 figure of 99.7 acre feet sold*

Cost per FY 2022/23 is $19,000
Budget adjustment at Mid Year; remaining $11K to be budgeted in FY 23/24

Recommendation

1. Authorize an extension to the agreement with PERC Water for Operations & Maintenance of the Pacific Grove Local Water Project not to exceed 1 year (November 1, 2022 –October 31, 2023) at a monthly fixed cost of $26,188 and a flow based variable unit price of $247.24 per acre foot of influent

2. Authorize staff to begin contract negotiations with PERC Water and return to City Council no later than May 2023 with new negotiated contract terms

Questions?

City Council
City of Pacific Grove

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Gaudenz Panholzer, Fire Chief

MEETING DATE: October 19, 2022

SUBJECT: Concept Review: New Fire Engine ***This item was continued from the Council's October 5, 2022 meeting.***

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Provide direction to staff on whether to purchase an electric or diesel-powered fire engine and authorize the purchase.

DISCUSSION
The City of Pacific Grove presently owns two fire engines that are leased to the Monterey Fire Department to use under the contract for Fire Services between the cities of Pacific Grove and Monterey. One engine is a 2006 Pierce (with 119,000 miles on it) and is currently in front-line status. The second engine is a 1997 Pierce (with 87,000 miles on it) that serves in reserve status.

Fire engine replacement cycles are driven by several factors including age, miles, and maintenance costs. An engine typically serves well for 15 years in front-line service and can be in reserve status for an additional 10+ years. Pacific Grove's front-line engine is over 15 years old and has shown signs of having more significant maintenance costs (a ~$75,000 repair being the most recent). The reserve engine is 25 years old; because of its age, the reserve engine does not meet current safety and emissions standards. For these reasons it should be retired. Due to normal build time and compounded by supply-chain challenges, a new fire engine will not be delivered until about 24 months after a purchase contract is executed. In that time frame, the present two engines will have aged and incurred additional maintenance costs.

<u>Electric Engine</u>
Based on Council direction to look for opportunities to electrify the Pacific Grove fleet, staff has researched electric fire engines as an alternative to a conventional diesel-powered one. Electric fire engines are new with only a handful in service worldwide. Presently, two manufacturers have products ready for ordering. Rosenbauer, and Austrian manufacturer with production facilities in the United States, has an electric engine that has been in service in Europe and, most recently, has delivered one to the Los Angeles Fire Department. Pierce Manufacturing, a U.S. based fire apparatus manufacturer, has one engine in service in Maddison, Wisconsin, and has recently delivered one to Portland, Oregon. Both manufacturers' engines have very little field use experience to be able to determine long-term viability.

The electric engines have comparable specifications (water tank size, pump capacity, driving range, etc.) as diesel engines that were evaluated. The units provide a diesel back-up to the battery to ensure adequate range and continued functionality on longer incidents. The technologies employed vary between the two manufacturers, but both rely on tested products in use in other large vehicle commercial applications. Electric vehicles inherently have lower maintenance and operational costs but, because large vehicle applications are still new, there may be unknown future challenges. The large capacity batteries have an anticipated life of 10 to 15 years and likely will cost over $100,000 to replace.

Should Council decide to pursue the purchase of an electric fire engine, staff believes that the Rosenbauer engine is the better option for Pacific Grove.

Diesel Engine

Pacific Grove's current fire apparatus are all diesel powered. Similarly, the entire fleet used by the Monterey Fire Department is diesel powered. Current infrastructure and maintenance facilities are set up to support this fleet. A diesel engine will have a higher annual operations and maintenance cost than an electric engine.

OPTIONS

1. Direct staff to initiate the purchase of a conventional, diesel-powered fire engine.
2. Direct staff to initiate the purchase of an electric fire engine.
3. Direct staff to bring forward a financing agreement for the purchase of the fire engine from Community Leasing Partners
4. Direct staff to issue a Request for Proposal for additional financing proposals
5. Provide alternate direction.

FINANCIAL IMPACT:

Staff has obtained a quote for a conventional diesel-powered fire engine and has asked for one for an electric fire engine. Both Pierce and Rosenbauer have not provided a firm quote on the electric engine as they are just now becoming available for their sales force. Both have said that they anticipate the cost to be in the $1.7M to $1.9M range. The quote for the diesel engine based on making the purchase using a purchasing cooperative (HGAC) is as follows:

One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM Pumper *(HGAC Consortium Purchase – Contract FS12-19, Product Code FS19VC07)*	$ 857,371.02
100% Prepayment discount	**(46,669.43)**
SUBTOTAL	810,701.59
8.75% Sales tax	70,936.39
California tire fee	10.50
TOTAL	**$ 881,648.48**

If the Council were to opt to purchase the electric engine, there would be additional up-front costs to install the required charging system in the station. Staff estimates that that will be about $150,000 bringing the total cost to close to $2M.

Operational costs of a diesel engine can be expected to run about $15,000 per year (initially) for maintenance and repairs and current infrastructure can support the use of one. Over the life of the engine, those costs can be expected to increase. Fleet maintenance staff presently used by Pacific Grove are trained and equipped to provide the routine maintenance and other repair facilities are readily available for potential major repairs.

An electric engine will have reduced operational costs estimated to be $5,000 per year but will require substantial infrastructure modifications to the fire station to provide the necessary high-capacity charging system. Until more repair facilities for large electric vehicles are available, Pacific Grove would be dependent on the manufacturer's service facilities for maintenance of electric drive-train components. Fleet maintenance staff would likely need additional training to provide some routine services. Some systems could involve increased future costs and the large battery will likely have to be replaced after 10 to 12 years at a substantial cost.

A 20-year projection of maintenance and operations costs that includes assumptions of increased maintenance costs in future years, annual inflation at 3%, and replacing the electric engine's battery once during that time yields the following total cost for the 20-year period:

- Electric engine - $343,300
- Diesel engine - $477,800

The city previously set aside funds for the eventual purchase of a new fire engine; however due to the impacts of COVID-19 and changing priorities, the funds were transitioned back to the General Fund or allocated to capital projects. Staff has conducted preliminary research on options for financing the purchase of a new engine. The information included in Attachment 2 was provided by Community Leasing Partners (CLP), a lender that specializes in fire equipment financing. These rates include the following:

- Gas-Powered Fire Engine
    - Seven, ten, and fifteen year lease-purchase financing, with payments beginning in August 2023. This includes scenarios with and without a down-payment.

    - Ten or fifteen year terms, with financing allocated over 9 or 14 years. The first payment would be due in August of 2024. This includes scenarios with and without a down-payment.

- Electric-Powered Fire Engine
    - Ten-year options, with payments due in either August 2023 or August 2024. This also includes scenarios with and without a down-payment.

      (At this time, CLP is not financing electric-powered fire engines beyond ten years. This is primarily due to restrictions on lending that are placed on new technologies.)

The final interest rates may be dependent upon the financing source and changes in lending rates. A no-cost/no-obligation hold was previously placed on the ten-year option, with the first payment due in August of 2023. There are no documentation or closing fees associated with this proposal; however depending on the complexity of the agreement, the City Attorney may request a special bond counsel to review the final documents.

Interest rates recently increased due to actions made by the Federal Reserve. Staff is in the process of conducting additional research to review current lending rates. A formal RFP could also be issued; however there has been some discussion that the Federal Open Market Committee may increase the Federal Funds interest rates in November. This is likely to impact lending rates.

Funds have not been appropriated in the Fiscal Year 22/23 Budget for the purchase of a new fire engine or a down payment. A budget amendment will be needed for any additional appropriations in this fiscal year.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Proposal Package
Financing Options
PPT

GOLDEN STATE
FIRE APPARATUS

goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

September 15, 2022

Mr. Gaudenz Panholzer, *Fire Chief*
City of Pacific Grove
600 Pine Avenue
Pacific Grove, CA 93950

Dear Chief Panholzer:

I am enclosing our proposal for one (1) new 1500 GPM Pumper with this cover letter. Based on your department's input, we have selected the *Pierce Enforcer* chassis on which to base this proposal. Some of the noteworthy features you will find include:

- ✓ 525 horsepower Cummins X12 motor with an Allison EVS 4500 transmission
- ✓ 1,500 GPM Hale single stage pump with 500-gallon water tank
- ✓ Pierce Husky 3 single agent foam system with refill and draft features
- ✓ All emergency lighting is LED

The cost of the unit described in this proposal is dependent on how the city may choose to purchase it. As noted in the assorted options, Pierce deducts certain prepayment credits from the final invoice, depending on the selected purchasing option. Please look at the information and figures attached.

The total price shown includes California Sales Tax at the rate of 8.75% and includes two (2) factory inspection trips as outlined in the specification. Price is based on delivery F.O.B. to the Pacific Grove at the address shown above.

If the city elects to purchase the proposed apparatus and would like to submit a purchase order, please address it to the following:

Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

This quote will be valid until October 31, 2022.

We appreciate the opportunity to submit this information and look forward to going over any questions you might have. Let me know if there is anything else I can do and feel free to give me a call anytime. My cell number is (831) 251-8931 and thank you again.

Sincerely,

Rich Myers
Sales Consultant

PRODUCT PROPOSAL

Exhibit “A”

Bid #905

OPTION A

100% Pre-Payment or Lease Purchase

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA within 15 days of Contract Signing (or issuance of Purchase Order).

This discount is also available contingent upon a 3rd Party (Leasing Company) paying 100% of the Grand Total on behalf of the Customer within 15 days of Contract Signing (or issuance of Purchase Order).

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
City of Pacific Grove
Pierce Manufacturing, Inc.
Enforcer 1500 GPM Pumper
HGAC FS12-19, Code FS19VC07
September 16, 2022

SALES CONSULTANT
Rich Myers
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
831.251.8931 Cell
rich@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE
FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

City of Pacific Grove
600 Pine Avenue
Pacific Grove, CA 93950

Submitted Date:	September 16, 2022
Proposal Number:	40916-22A
Expiration Date:	*October 31, 2022*
Sales Consultant:	Rich Myers

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the CITY OF PACIFIC GROVE, hereinafter called "Customer" and an officer of Golden State Fire Apparatus, Inc., hereinafter called "GSFA", the following fire apparatus and equipment, hereinafter called "Product":

#	Description	Unit Price
A	One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM Pumper ***(HGAC Consortium Purchase – Contract FS12-19, Product Code FS19VC07)***	857,371.02
B	***Discount For 100% Pre-Payment at Time of Order***	***(46,669.43)***
C	SUBTOTAL	810,701.59
D	8.75% State Sales Tax	70,936.39
E	California Tire Fee	10.50
F	GRAND TOTAL	881,648.48

HGACBuy THE SMART PURCHASING SOLUTION Pierce

PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment described herein
- Delivery to GSFA service center in Sacramento
- Pre-delivery inspection/services by GSFA
- Final delivery from service center to Customer

PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **930 to 960 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **PACIFIC GROVE, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA**. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (100% Pre-Payment at Time of Order) – Customer shall pay the amount listed on page one of this Proposal, which includes: (i) the total price for the Product (the "Purchase Price"), (ii) the estimated state sales tax on the Product, and (iii) the California tire fee (together with the Purchase Price and estimated state sales tax, the "Grand Total") within fifteen (15) calendar days from the date on which the Purchase Agreement is fully executed. The proposed delivery timeframe for the Product, which is outlined on page one of this Proposal, shall not begin until full payment of the Grand Total is received. In the event Customer does not pay GSFA the Grand Total in the timeframe set forth in this Section 1, GSFA may, in its sole discretion, cancel the Purchase Agreement entered into between the parties.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to 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.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Rich Myers
Golden State Fire Apparatus, Inc.

I, _____authorized representative of CITY OF PACIFIC GROVE agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____ DATE: _____

OPTION B

Payment at Time of Delivery or Pickup

This will be the price of the Product(s) contingent upon the Customer paying 100% of the Grand Total to GSFA at time of delivery or pick up

GOLDEN STATE
FIRE APPARATUS

PROPOSAL PREPARED FOR
City of Pacific Grove
Pierce Manufacturing, Inc.
Enforcer 1500 GPM Pumper
HGAC FS12-19, Code FS19VC07
September 16, 2022

SALES CONSULTANT
Rich Myers
Golden State Fire Apparatus, Inc.
7400 Reese Road
Sacramento, CA 95828
831.251.8931 Cell
rich@goldenstatefire.com

PARTS, SERVICE & SUPPORT
Golden State Emergency Vehicle Service, Inc.
7400 Reese Road
Sacramento, CA 95828
916.330.1638 Office
parts@goldenstatefire.com

GOLDEN STATE
FIRE APPARATUS

www.goldenstatefire.com
7400 Reese Road
Sacramento, CA 95828
Office 916.330.1638
Fax 916.330.1649

PROPOSAL PREPARED FOR:

City of Pacific Grove
600 Pine Avenue
Pacific Grove, CA 93950

Submitted Date:	September 16, 2022
Proposal Number:	40916-22B
Expiration Date:	*October 31, 2022*
Sales Consultant:	Rich Myers

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#	Description	Unit Price
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B	8.75% State Sales Tax	75,019.96
C	California Tire Fee	10.50
D	GRAND TOTAL	932,401.49

HGACBuy THE SMART PURCHASING SOLUTION Pierce

PROPOSAL SUMMARY

This proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment described herein
- Delivery to GSFA service center in Sacramento
- Pre-delivery inspection/services by GSFA
- Final delivery from service center to Customer

PRODUCT COMPLETION

Product shall be built in accordance with the specifications hereto attached, delays due to acts of God, strikes, war, or intentional conflict, failures to obtain chassis, materials, unusual weather conditions or other causes beyond GSFA's control not preventing, within approximately **930 to 960 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our Sacramento, California office. Within thirty (30) calendar days after receipt of this order and acceptance thereof, GSFA shall submit to Customer a production schedule including tentative pre-construction conference, final inspection and final delivery dates.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **PACIFIC GROVE, CALIFORNIA**. Proof of insurance must be demonstrated by the Customer to GSFA prior to transferring of the Product(s).

ACCEPTING THIS PROPOSAL

In the event Customer wishes to purchase the Product described in this Proposal and the attached specifications, then, prior to the expiration date listed on page 2 of this Proposal, Customer shall sign and return this Proposal. Thereafter, GSFA and Customer will endeavor to enter into a purchase agreement incorporating this Proposal and including additional terms (a "Purchase Agreement"). If Customer returns a signed copy of this Proposal alone, GSFA will send Customer its form of Purchase Agreement for Customer's review and signature. **If Customer desires to use its standard form of purchase order as the Purchase Agreement, then Customer should return a signed copy of this Proposal along with a copy of such purchase order. All purchase orders shall be made out to GSFA**. GSFA will review such purchase order and contact the Customer regarding any required revisions. Only upon a full execution of a Purchase Agreement shall GSFA and Customer be obligated to purchase and sell the Product set forth in this Proposal.

TERMS AND CONDITIONS

The following Terms and Conditions are hereby made part of this Proposal:

1. Payment Terms (Payment at Time of Delivery) – Customer shall pay the Grand Total at time of delivery or pick up of the Product to GSFA. It is the responsibility of the Customer to have full payment ready when the Product is complete and ready to deliver or pick up. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received. Due to insurance liability, the Product(s) will not be left at the Customer's location without full acceptance and payment or prior written agreement between the Customer and GSFA.

2. Multiple Unit Purchase – If the Purchase Price includes pricing for multiple units, the price stated on this Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Purchase Agreement.

3. Stock / Demo Units – If applicable, any stock/demo units, including those identified by this Proposal, are available for sale on an as-is, first-come and first served-basis. Regardless of this Proposal, the first Customer to enter into a Purchase Agreement identifying any such stock/demo unites shall obtain said units.

4. Order Changes – The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product by delivering a written change order to GSFA, which shall include a description of the proposed change sufficient to permit GSFA to evaluate the feasibility of such change (a "Change Order"). GSFA will provide Customer a written response (a "Response") stating (i) whether GSFA will accommodate such Change Order (which GSFA may decide in its sole and absolute discretion) and (ii) the terms of the modification to the order, including any increase or decrease in the Purchase Price resulting from such Change Order, and any effect on production scheduling or Delivery resulting from such Change Order. Customer shall have seven (7) days after receipt of the Response to notify GSFA as to whether Customer desires to make the changes GSFA has approved in the Response. In the event Customer counter-signs GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Purchase Price prior to final delivery to Customer location.

5. Force Majeure – GSFA shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond GSFA's and manufacturer's control and which make GSFA's performance impracticable, including but not limited to 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.

6. Cancellation/Termination – In the event Customer and GSFA enter into a Purchase Agreement and Customer thereafter cancels or terminates the Purchase Agreement, GSFA will charge a cancellation fee as follows: (a) 10% of the Purchase Price after order is accepted and entered by GSFA; (b) 20% of the Purchase Price after completion of the pre-construction phase of the order process; and (c) 50% of the Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or the manufacturer of the Product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of GSFA.

7. State Sales Tax – Customer shall be responsible for the cost of state sales tax associated with, or attributable to the Product. The taxes owed by Customer for the Product is subject to adjustment for the applicable state sales tax rate in effect when the Product is delivered to the Customer. Therefore, the sales tax will be increased or decreased at the time of delivery if a change in the sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the applicable change in sales tax.

8. Proposal Expiration – After the Expiration Date shown on page one of this Proposal, Customer shall require GSFA's written consent to accept this Proposal.

9. Governing Law – This Proposal is to be governed by and under the laws of the state of California.

Thank you for providing Golden State Fire Apparatus, Inc. with the opportunity to provide this proposal. If you have any questions regarding the options presented or need additional options, please contact me.

Sincerely,

Rich Myers
Golden State Fire Apparatus, Inc.

I, _____authorized representative of CITY OF PACIFIC GROVE agrees to purchase the proposed Product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

SIGNATURE: _____

TITLE: _____ DATE: _____

PRODUCT SPECIFICATIONS

Exhibit “B”

Bid #905

Proposal Details Report

9/15/2022

Customer: Pacific Grove Fire Department **Bid Number:** 905
Representative Myers, Rich **Job Number:**
Requirements Manager: **Organization:** Golden State Fire Apparatus, Inc
Description: One (1) 1500 Enforcer Pumper (
Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen

OptionCode	Type	Option	ProposalText
0766611		Boiler Plates, Pumper	GOLDEN STATE FIRE APPARATUS, INC.is pleased to submit a proposal to the City of Pacific Grove Fire Dept 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 twenty (20) 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 GOLDEN STATE EMERGENCY VEHICLE SERVICE, INC. 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 fifty (150) 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.**
0661794	Single Source Compliance	**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.
0584456	Manufacture Location, Appleton, Wisconsin	Your apparatus will be manufactured in Appleton, Wisconsin.
0584452	RFP Location: Appleton, Wisconsin	
0588609	Vehicle Destination, US	
0670275	Unit to be Similar in some Aspects, Excluding Pump Panel	**SPECIAL INSTRUCTIONS** The apparatus being proposed will be designed and built to match the 35147. However, some variation may be necessary due to changes in our manufacturing processes or our product offering. Revisions in NFPA guidelines and/or other regulations may also affect our ability to match the previous unit.
0610784	Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	**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.
0533347	Pumper/Pumper with Aerial Device Fire Apparatus	
0588611	Vehicle Certification, Pumper	

0661778	Agency, Apparatus Certification, Pumper/Tanker, U.L.	**NFPA COMPLIANCY** Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA". **PUMP TEST** Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department. **GENERATOR TEST** If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery. **BREATHING AIR TEST** If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.*
0891947	Certification, Vehicle Inspection Program, NFPA 1901	**VEHICLE INSPECTION PROGRAM CERTIFICATION** To assure the vehicle is built to current NFPA1901 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus. A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.
0092138	Highly Customized Product (HCP)	**PRODUCT CHANGES AND IMPROVEMENTS** Our components and processes, as described in this proposal document, are as accurate as known at the time of bid submission, but are subject to change for the purpose of product or process improvements, or changes in industry standards providing the change does not affect the meaning or definition of the bid specifications.
0620362	Consortium, HGAC	
0537375	Unit of Measure, US Gallons	
0030006	Bid Bond Not Requested	**BID BOND NOT REQUESTED** A bid bond will not be included. If requested, the following will apply: All bidders will provide a bid bond as security for the bid in the form of a 5% bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract. Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.
0582697	Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond	**PERFORMANCE BOND, 1 YEAR** The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 100% percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

0000007	Approval Drawing	**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.
0002928	Electrical Diagrams	**ELECTRICAL WIRING DIAGRAMS** Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.
0649754	Enforcer Chassis	**ENFORCER CHASSIS** The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.
0000110	Wheelbase	**WHEELBASE** The wheelbase of the vehicle will be 191.50".
0000070	GVW Rating	**GVW RATING** The gross vehicle weight rating will be 43,500.
0649713	Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	**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.
0648354	Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	**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.
0630705	Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	**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.

0030264	Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	**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.
0087572	Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	**FRONT SHOCK ABSORBERS** KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.
0000322	Oil Seals, Front Axle	**FRONT OIL SEALS** Oil seals with viewing window will be provided on the front axle.
0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg	**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.
0019611	Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	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.
0530457	Axle, Rear, Meritor RS23-186, 24,000 lb Saber/Enforcer	**REAR AXLE** The rear axle will be a Meritor™, Model RS-23-186, with a capacity of 24,000 lb.
0544253	Top Speed of Vehicle, 68 MPH	**TOP SPEED OF VEHICLE** A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph.
0555350	Suspen, Rear, Hendrickson FMX 242 EX, Air Ride, 24,000 lb	**REAR SUSPENSION** Rear suspension will be a Hendrickson FMX 242 EX, air ride with a ground rating of 24,000 lb. The suspension will have the following features: - Heavy-duty shock absorbers to protect air springs from overextension - Heavy-duty torque rods and bushings - Premium, heavy-duty rubber bushings require no lubrication - Integrated stabilizer design results in greater stability - Low spring rate air springs for excellent ride quality - Dual height control valves to maintain level vehicle from side to side
0000485	Oil Seals, Rear Axle	**REAR OIL SEALS** Oil seals will be provided on the rear axle(s).
0587216	Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	**REAR TIRES** Rear tires will be four (4) Goodyear® 12R22.50 radials, 16 ply all season G622 RSD tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.
0019625	Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	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.
0568081	Tire Balancing, Counteract Beads	**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.
0602747	No Tire Pressure Indicator, Fire Department Omits, Non-NFPA 2016 Compliant	**TIRE PRESSURE INDICATOR** NFPA 1901, 2016 edition, section 4.13.4 requires each tire be equipped with a visual indicator or monitoring system that indicates tire pressure. Per Fire Department specification, a tire pressure indicator is not on the apparatus as manufactured. This apparatus will be non-compliant to NFPA 1901 standards effective at time of contract execution.

0003245	Axle Hub Covers w/center hole, S/S, Front Axle	**FRONT HUB COVERS** Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.
0531133	Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)	**HUB COVERS (rear)** A pair of stainless steel high hat hub covers will be provided on rear axle hubs. The covers will be manufactured by Real Wheels, Inc, and will come with the standard warranty.
0057936	Covers, Lug Nut, Chrome	**CHROME LUG NUT COVERS** Chrome lug nut covers will be supplied on front and rear wheels.
0002046	Mud Flap, Front and Rear, No Logo	**MUD FLAPS** Mud flaps will be installed behind the front and rear wheels. The mud flaps will be black.
0544802	Chocks, Wheel, SAC-44-E, Folding	**WHEEL CHOCKS** There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.
0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	**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 and rearward of the left side rear tire.
0010670	ABS Wabco Brake System, Single rear axle	**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.
0030185	Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	**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.
0509206	Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	The rear brakes will be Meritor™, Disc Plus, Model EX225, disc operated with automatic slack adjusters and a 17.00" ventilated rotor for improved stopping distance.
0731553	Air Compressor, Brake, Cummins/Wabco 25.9 CFM	**BRAKE SYSTEM AIR COMPRESSOR** The air compressor will be a Cummins/WABCO with 25.9 cubic feet per minute output.
0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	**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.
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	**BRAKE SYSTEM AIR DRYER** The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

0000790	Brake Lines, Nylon	**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.
0617799	Inlet/Outlet, Air, w/Disconnect Fitting, 1/4 Turn Valve, Location	**AIR INLET/OUTLET** One (1) air inlet/outlet will be installed with the female coupling located DS pump panel. This system will tie into the "wet" tank of the brake system and include a check valve in the inlet line and an 85 psi pressure protection valve in the outlet line. The air outlet will be controlled by a 1/4 turn valve. A mating male fitting will be provided with the loose equipment. The air inlet will allow a shoreline air hose to be connected to the vehicle. This will allow station air to be supplied to the brake system of the vehicle to insure constant air pressure.
0699105	Drains, Manual Air Tank, Parker DC603, Brass IPOS	**AIR TANK DRAINS** Parker® model DC 603 manual drain valves will be provided on all air reservoirs. The valves will be brass with a 150 PSI rating.
0000845	Air Tank, Additional for Extra Capacity	**ADDITIONAL AIR TANK** An additional air tank with 1454 cubic inch displacement will be provided to increase the capacity of the main air brake system. This tank will be plumbed into the rear half of the brake system. The air tank will be primed and painted to meet a minimum 750 hour spray test. To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets. The output flow of the engine air compressor will vary with engine rpm. Full compressor output will only be achieved at governed engine speed. Engine speed will be limited by generators, pumps and other PTO driven options.
0675244	All Wheel Lock-up, Single Prk Brk Control	**ALL WHEEL LOCK-UP** An all wheel lock-up system will be installed which will apply air to the front brakes and use the spring brake at the rear. Front brakes will apply when standard rear parking brake control valve is activated.
0893805	Engine, Cummins X12, 525 hp, 1695 lb-ft, W/OBD, EPA 2021, Enforcer	**ENGINE** The chassis will be powered by an electronically controlled engine as described below: Make: Cummins Model: X12 Power: 525 hp at 1900 rpm Torque: 1695 lb-ft at 1000 rpm Governed Speed: 2000 rpm Emissions Level: EPA 2021 Fuel: Diesel Cylinders: Six (6) Displacement: 729 cubic inches (11.9L) 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.
0730962	Filters, Remote Mounted, Oil, Fuel, X12, VEL/AXT, ENF, QTM	**REMOTE MOUNTED ENGINE FILTERS** The engine fuel and oil filters will be remote mounted for ease of maintenance.
0001244	High Idle w/Electronic Engine, Custom	**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."

0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine	**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.
0552334	Clutch, Fan, Air Actuated, Horton Drive Master	**CLUTCH FAN** A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.
0640477	Air Intake, Metal Screen, Saber FR/Enforcer	**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.
0794743	Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	**EXHAUST SYSTEM** The exhaust system will include a Single Module™ aftertreatment device to meet current EPA standards. The exhaust system will be stainless steel from the turbo to the inlet of the aftertreatment device, and will be 5.00" in diameter. 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.
0683310	Diffuser, Exhaust, Modified For Extraction, 5"x7"x5", Flush With Rub Rail, CARE	**EXHAUST MODIFICATION** The exhaust pipe will be 90 degrees to the body. The diffuser will be reduced to 5.00" in the center to accommodate the fire department's air recovery system. The 5.00" extension pipe coming out of the end of the diffuser will be flush with the body rub rail. There will be a minimum of 4.00" clearance between the top of the 5.00" extension and the bottom of the body. There will be a minimum of 2.50" from the exhaust pipe to the under side of the body heat shield. The last 7.00" of the exhaust will be free of hangers and/or clamps.
0788765	Radiator, Saber FR/Enforcer	**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.
0001090	Cooling Hoses, Rubber	**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.
0788718	Radiator Coolant, Peak Final Charge Global OAT, Red	**RADIATOR COOLANT** The radiator will be cooled with PEAK Final Charge® Global extended life coolant with organic acid technology (OAT). The color of the coolant will be red.

0021126		Fuel Tank, 50 Gallon, Left Side Fill	**FUEL TANK** A 50 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A .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.
0001129		Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0758340	SP	DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rr Axle, Common Triangular Door	**DIESEL EXHAUST FLUID TANK** A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body rearward of the rear axle. A 0.50" drain plug will be provided in a low point of the tank for drainage. A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located adjacent to the engine fuel inlet behind a common painted 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.
0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	**FUEL PRIMING PUMP** A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.
0552567		Shutoff Valve, Fuel Line @ Fuel Tank	**FUEL SHUTOFF** A shutoff valve will be installed in the fuel line, at the fuel tank.
0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	**FUEL COOLER** An air to fuel cooler will be installed in the engine fuel return line.
0578959		Fuel/Water Separator, Racor Inline	**FUEL SEPARATOR** The engine will be equipped with a Racor in-line spin-on fuel and water separator in addition to the engine fuel filters.
0801886		Trans, Allison 6th Gen, 4500 EVS P, Imp/Vel/Enf	**TRANSMISSION** An Allison 6th generation, Model EVS 4500P, electronic, torque converting, automatic transmission will be provided. Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock). A transmission temperature gauge with amber light and buzzer will be installed on the cab instrument panel.
0644809		Transmission, Shifter, 6-Spd, Push Button, 4500 EVS, 4+2 Mode, AXT/Qtm/DCF/Enf	**TRANSMISSION SHIFTER** A six (6)-speed push button shift module with four (4) + two (2) "Mode" selector 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 - 4.70 to 1.00, 2nd - 2.21 to 1.00, 3rd - 1.53 to 1.00, 4th - 1.00 to 1.00, 5th - 0.76 to 1.00, 6th - 0.67 to 1.00, R - 5.55 to 1.00.
0684459		Transmission Oil Cooler, Modine, External	**TRANSMISSION COOLER** A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.
0565656		Fluid, 4000/4500 Series Transmission,TranSynd synthetic, IPOS, Custom	**TRANSMISSION FLUID** The transmission will be provided with TranSynd heavy duty synthetic transmission fluid.
0001375		Driveline, Spicer 1810	**DRIVELINE** Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 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.

0669988	Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	**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.
0605356	Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	**STEERING WHEEL** The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.
0690274	Logo/Emblem, on Dash	**LOGO AND CUSTOMER DESIGNATION ON DASH** The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: CITY The second row of text will be: OF The third row of text will be: PACIFIC GROVE
0606557	Bumper, 13" Extended, Saber FR/Enforcer	**BUMPER** A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength. The bumper will be extended 13.00" from front face of cab. **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.
0639017	Tray, Hose, Center, 13" Bumper, Outside Air Horns	**CENTER HOSE TRAY** A hose tray, constructed of aluminum, will be placed in the center of the bumper extension. The tray will have a capacity of 100' of 1.50" double jacket cotton-polyester hose. Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.
0624826	Hose Restraint, Bumper Tray, 2.00" Straps, Fasteners, Pair	**Center Hose Tray Restraint** There will be one (1) pair of hose tray restraint straps located over the center mounted tray. The restraints will be 2.00" wide black nylon straps with seat belt buckle fasteners provided. The straps will be used to secure the hose in the tray.
0614646	No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	
0002270	Tow Hooks, Chrome	**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.

0648332	Cab, Enforcer, 7010	**CAB** The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder. The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises. For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards. The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly. The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin. The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab. The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability. The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed. The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions. The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers. The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall. The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants. The cab will be a full tilt cab style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab. **CAB ROOF DRIP RAIL** For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof. **INTERIOR CAB INSULATION** The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation. **FENDER LINERS** Full circular inner fender liners in the wheel wells will be provided. **PANORAMIC WINDSHIELD** A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance. **WINDSHIELD WIPERS** Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements. The washer reservoir will be able to be filled without raising the cab.
0747442	Engine Tunnel, X12, MX13, Enforcer	**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 NFPA1901 standards. The engine tunnel will be no higher than 17.00" off the crew cab floor.
0633594	Rear Wall, Interior, Adjustable Seating	**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.

0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	**CAB REAR WALL EXTERIOR COVERING** The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate that covers the entire rear wall.
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	**CAB LIFT** A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves. Hydraulic pump will have a manual override for backup in the event of electrical failure. Lift controls will be located on the right side pump panel or front area of the body in a convenient location. The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal. The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position. The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered. **Cab Lift Interlock** The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.
0695930	Grille, Bright Finished, Front of Cab, Enforcer	**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.
0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	
0015440	No Chrome Molding, On side of cab	
0569263	Mirrors, Retrac, West Coast Style, Remote, w/Remote Convex	**MIRRORS** A Retrac Aerodynamic, Model 613295, 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 adjustable with a remote control within reach of the driver.
0648170	Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	**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.
0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	**Door Panels** The inner cab door panels will be constructed out of brushed stainless steel.

0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	**ELECTRIC OPERATED CAB DOOR WINDOWS** All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.
0638310	Steps, 4-Door Cab, Saber FR/Enforcer	**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.
0770194	Handrail, Exterior, Knurled, Alum, 4-Door Cab	**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.
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	**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.
0583698	Fenders, S/S on cab, Extra Wide, Saber/Enf	**FENDER CROWNS** Stainless steel fender crowns will be installed at the cab wheel openings.
0557023	Handrail, 10", Below Cab Windshield, Pair	**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.
0042105	No Windows, Side of Crew Cab	
0012090	Not Required, Windows, Front/Side of raised roof	
0779036	Windows, Rear CC, (2) 14.75" x 7.25", Saber FR/Enforcer	**REAR WALL WINDOWS** There will be two (2) windows, located one (1) each side, on the rear wall of the crew cab. The windows will measure 14.75" wide x 7.25" high.
0722796	Dash, Poly, Saber FR/Enforcer	**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.
0634206	Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	**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.

0606278	Tray, Equipment Mounting, Aluminum, Lip, Size	**EQUIPMENT MOUNTING TRAY(S)** There will be one (1) tray(s) for mounting of equipment located CENTER ENGINE TUNNEL, EXACT LOCATION AT PRECON Each tray will have a 1.00" lip on four (4) sides. The size of the tray(s) will be 30"Lx24"Wx1"H. Each tray will be fabricated from aluminum and will be painted to match the cab interior. Tray not intended for storage of loose equipment. Items stored on tray will be permanently attached to meet NFPA requirements.
0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	**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 padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew. 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.
0753903	Cab Interior, Paint Color, Saber FR/Enforcer	**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.
0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	**CAB FLOOR** The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler. The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

0722696	HVAC, Enforcer, CARE	**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-defroster 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 the left side rear facing seat riser with a dual scroll blower. An aluminum plenum incorporated into the cab structure used to transfer heat to the forward left side position. **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 rear plenum will be covered with a formed plastic cover. The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) will be directed towards the seating position on the left side of the cab Four (4) will be directed towards the seating position on the right side of the cab Adjustable air outlets will be strategically located on the rear plenum cover per the following: Minimum of five (5) will be directed towards crew cab area A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws. The air conditioner refrigerant will be R-134A and will be installed by a certified technician. **Climate Control** An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control. The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature. The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position. The system controller will be located within panel position #12. **Gravity Drain Tubes** Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.
0624005	Sun Visor, Vinyl/Fabric, AXT, Dash CF, Qtm, Saber FR/Enforcer	**SUN VISORS** There will be two (2) vinyl covered sun visors 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.
0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	**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.
0583938	Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	**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.

0602841	Fluid Check Access, Not Required, Non-NFPA 2016 Compliant	**ACCESS TO ENGINE DIPSTICKS** The cab will be tilted for access to the engine oil and transmission fluid dipsticks. NFPA 1901, 2016 edition, section 4.16.1 requires the fire apparatus to be designed so all manufacturer's recommended routine maintenance checks of lubricant and fluid levels can be performed by the operator without lifting the cab of a tilt-cab apparatus or without the need for hand tools. The fire apparatus purchaser will realize that by requesting an exception to this aspect of NFPA 1901, this fire apparatus will not contribute to the national standardization initiative. Per the purchaser's specification, this apparatus will not be compliant to NFPA 1901 standards in this regard.
0583042	Side Roll and Frontal Impact Protection	**CAB SAFETY SYSTEM** The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following: A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event. A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions. A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system. A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt. A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt. Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall. Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event. Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event. **Frontal Impact Protection** The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected. The SRS system will deploy the following components in the event of a frontal or oblique impact event: Driver side front air bag Passenger side knee bolster air bag Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place **Side Roll Protection** The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints. The SRS system will deploy the following components in the event of a side roll: Air curtains mounted in the outboard bolster of outboard seat backs Suspension seats will be retracted to the lowest travel position Seat belts will be pre-tensioned to firmly hold the occupant in place
0622617	Seating Capacity, 6 Seats	**SEATING CAPACITY** The seating capacity in the cab will be six (6).
0766159	Seat, Driver, USSC, Valor, P1A, Air Ride, I-Back, Safety, Saber FR/Enforcer	**DRIVER SEAT** A USSC Valor air suspension I-back seat will be provided in the cab for the driver. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). To provide flexibility for multiple driver configurations, the seat will have a reclining back, adjustable from 15 degrees back to 15 degrees forward. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position. Shipped loose with the seat will be one (1) additional removable waterproof vinyl contaminant mitigation cover form fit for the seat cushion and back with velcro fasteners. The seat will be furnished with a 3-point, shoulder type seat belt.

0766079		Seat, Officer, USSC, Valor, P1A, Air Ride, I-Back, Safety, Saber FR/Enforcer	**OFFICER SEAT** A USSC, P1A, air suspension seat will be provided in the cab for the officer. For optimal comfort, the seat will be provided with 17.00" deep cushion. For increased convenience, the seat will include a manual control to adjust the height (3.00" travel) and horizontal position (4.25" travel). The seat back will be an I-Back style with an adjustable recline. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt, then retract the seat to its lowest travel position. Shipped loose with the seat will be one (1) additional removable waterproof vinyl contaminant mitigation cover form fit for the seat cushion and back with velcro fasteners. The seat will be furnished with a 3-point, shoulder type seat belt.
0002517		Not Required, Radio Compartment	
0890022	SP	Cabinet, Rear Facing, LS, 22.75 W x 25 H x 26 D, Ext Acc Only, Sp Mtg, SFR/Enf	**REAR FACING LEFT SIDE CABINET** A rear facing cabinet will be provided in the crew cab at the left side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is even with the crew cab door frame. The cabinet will be 22.75" wide x 25.00" high x 26.00" deep. The cabinet will include no adjustable shelves or traysin the cabinet interior. The cabinet will include no louvers. The cabinet will provide access only from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. The door will be located on the side of the cab over the wheelwell. A pneumatic stay arm will be provided as a door stop. The clear door opening will be 17.00" wide x 23.50" high. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. The cabinet will be constructed of smooth aluminum and painted to match the cab interior. **Cabinet Light** There will be one (1) white LED strip light installed on the right side of the exterior cabinet door opening. The lighting will be controlled by an automatic door switch.
0102783		Not Required, Seat, Rr Facing C/C, Center	
0890021	SP	Cabinet, Rear Facing, RS, 22.75 W x 25 H x 24 D, Ext Acc Only, Sp Mtg, SFR/Enf	**REAR FACING RIGHT SIDE CABINET** A rear facing cabinet will be provided in the crew cab at the right side outboard position. The cabinet will be mounted off the edge of the seat riser so that it is even with the crew cab door frame. The cabinet will be 22.75" wide x 25.00" high x 24.00" deep. The cabinet will include no adjustable shelves or traysin the cabinet interior. The cabinet will include no louvers. The cabinet will provide access from outside the cab with one (1) reverse hinged double pan door painted to match the cab exterior with a locking D-ring latch with #751 key. A pneumatic stay arm will be provided as a door stop. The exterior clear door opening will be 17.00" wide x 23.50" high. The exterior access will be provided with a brushed stainless steel scuffplate on the lower door frame. 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 exterior cabinet door opening. The lights will be controlled by an automatic door switch.
0757156		Seat, Forward Facing C/C, DS Outboard, USSC, Valor, I-Back,Foldup,Safety,SFR/Enf	**FORWARD FACING LEFT SIDE OUTBOARD SEAT** There will be one (1) forward facing, USSC Valor foldup seat provided at the driver side outboard position in the crew cab. For optimal comfort, and to maximize accessibility to the crew cab, the seat will be provided with 17.00" deep cushion. The seat back will be an I-back style with an adjustable recline angle. To ensure safe operation, the seat will be equipped with a sensor in the seat cushion and belt receptacle that will activate an alarm indicating the seat is occupied but not buckled. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position A seat safety system will be included. When activated, this system will pretension the seat belt. The seat will be furnished with a 3-point, shoulder type seat belt. Shipped loose with the seat will be one (1) additional removable waterproof vinyl contaminant mitigation cover form fit for the seat cushion and back with velcro fasteners.

0795034	Seat, Forward Facing C/C, Center, (2) USSC, Valor, SCBA, Safety, Saber FR/Enf	**FORWARD FACING CENTER SEATS** There will be two (2) forward facing, USSC Valor seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with a 15.00" deep foam cushion. The seat backs will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 0.75" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will include the following features incorporated into the side roll protection system: A seat safety system will be included. When activated, this system will pretension the seat belt. The seats will be furnished with a 3-point, shoulder type seat belt. Shipped loose with the seats will be two (2) additional removable waterproof vinyl contaminant mitigation cover form fit for the seat cushion and back with velcro fasteners, one (1) for each seat.
0757157	Seat, Forward Facing C/C, PS Outboard, USSC, Valor, I-Back,Foldup,Safety,SFR/Enf	**FORWARD FACING PASSENGER SIDE OUTBOARD SEAT** There will be one (1) forward facing, USSC Valor foldup seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with a 17.00" deep cushion. The seat back will be an I-back style with an adjustable recline angle. The seat will include the following features incorporated into the side roll protection system: Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position. A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll. Shipped loose with the seat will be two (2) additional removable waterproof vinyl contaminant mitigation covers form fit for the seat cushion and back with velcro fasteners. The seat will be furnished with a 3-point, shoulder type seat belt.
0752005	Lip, Top of Interior Cabinet, All Sides	**LIP ON CABINET** There will be a 2.00" lip provided around the top perimeter of the cabinet. There will NOT be anything stored on the top portion without restraints There will be two (2) cabinets(s) provided with the lip each rear facing EMS compartment.
0782746	Upholstery, Seats In Cab, All Vinyl, USSC, CARE	**SEAT UPHOLSTERY** All seat upholstery will be leather grain gray vinyl resistant to oil, grease and mildew. The cab will have six (6) seating positions.
0543991	Bracket, Air Bottle, Hands-Free II, Cab Seats	**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 two (2) SCBA brackets.
0735335	Door, Access, Front, (1) Rear Facing Seat Risers, No Heater	**ACCESS DOOR** An access door will be provided in the front edge of the right side rear facing seat riser with a drop down door. The drop down door will be provided with a flush, locking lift and turn latch and painted to match the cab interior. There will be no louvers.
0603866	Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	**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.
0602464	Helmet Storage, Provided by Fire Department, NFPA 2016	**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.

0647647	Lights, Dome, FRP Dual LED 4 Lts	**CAB DOME LIGHTS** There will be four (4) dual LED dome lights with grey bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.
0896451	Enhanced Software for Cab and Crew Cab Dome Lts	**ENHANCED SOFTWARE FOR CAB AND CREW CAB DOME LIGHTS** The cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors are closed. The dome lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	**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.
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	**CAB INSTRUMENTATION** The cab instrument panel will include gauges, an LCD display, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership. **Gauges** The gauge panel will include the following ten (10) ivory faced gauges with chrome bezels to monitor vehicle performance: Voltmeter gauge (volts): Low volts (11.8 VDC) Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly High volts (15.5 VDC) Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly Very low volts (11.3 VDC) Red warning indicator on the information center with a steady alarm Amber caution light on gauge assembly Very high volts (16.0 VDC) Red warning indicator on the information center with a steady alarm Amber caution light on gauge assembly Engine Tachometer (RPM) Speedometer MPH (Major Scale), KM/H (Minor Scale) Fuel level gauge (Empty - Full in fractions): Low fuel (1/8 full) Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly Very low fuel (1/32 full) Red caution indicator on the information center with steady alarm Amber caution light on gauge assembly Engine Oil pressure Gauge (PSI): Low oil pressure to activate engine warning lights and alarms Red caution indicator on the information center with steady alarm Amber caution light on gauge assembly Front Air Pressure Gauges (PSI): Low air pressure to activate warning lights and alarm Red warning indicator on the information center with a steady alarm Amber caution light on gauge assembly Rear Air Pressure Gauges (PSI): Low air pressure to activate warning lights and alarm Red warning indicator on the information center with a steady alarm Amber caution light on gauge assembly Transmission Oil Temperature Gauge (Fahrenheit): High transmission oil temperature activates warning lights and alarm Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly Engine Coolant Temperature Gauge (Fahrenheit): High engine temperature activates an engine warning light and alarms Amber caution indicator on the information center with intermittent alarm Amber caution light on gauge assembly Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions): Low fluid (1/8 full) Amber indicator light in gauge dial All gauges will perform prove out at initial power-up to ensure proper performance. **Indicator Lamps** To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when

active. The colored indicator lights will have descriptive text or symbols.
The following amber telltale lamps will be present:
Low coolant
Trac cntl (traction control) (where applicable
Check engine
Check trans (check transmission
Aux brake overheat (Auxiliary brake overheat
Air rest (air restriction)
Caution (triangle symbol)
Water in fuel
DPF (engine diesel particulate filter regeneration)
Trailer ABS (where applicable)
Wait to start (where applicable)
HET (engine high exhaust temperature) (where applicable)
ABS (antilock brake system)
MIL (engine emissions system malfunction indicator lamp) (where applicable)
Side roll fault (where applicable)
Front air bag fault (where applicable)
The following red telltale lamps will be present:
Warning (stop sign symbol)
Seat belt
Parking brake
Stop engine
Rack down
The following green telltale lamps will be provided:
Left turn
Right turn
Battery on
The following blue telltale lamp will be provided:
High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.
Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.
Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

Indicator Lamp and Alarm Prove-Out

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

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.
Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.
Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.
Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.
Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.
Hazard switch will be provided on the instrument panel or on the steering column.
Heater, defroster, and air conditioning control panel.
Windshield wiper control will include low, high and intermittent modes.
Turn signal arm: A self-canceling turn signal with high beam headlight will be provided.
Parking brake control: An air actuated push/pull park brake control valve will be provided.
Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.
High idle engagement switch: A momentary rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.
"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.
Emergency switching will be controlled by 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 accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.** **The diagnostic panel will include the following:** **Engine diagnostic port** **Transmission diagnostic port** **ABS diagnostic port** **Roll sensor diagnostic port** **Command Zone USB diagnostic port** **ABS diagnostic switch (blink codes flashed on ABS telltale indicator)** **Diesel particulate filter regeneration switch (where applicable)** **Diesel particulate filter regeneration inhibit switch (where applicable)** **Cab LCD Display** **A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.** **The upper right section will display the following, along with other configuration specific information:** **Odometer** **Trip mileage** **PTO hours** **Fuel consumption** **Engine hours** **The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.**
0509511	Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	**AIR RESTRICTION INDICATOR** A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.
0002638	Gauge, Air Pressure, Brake Application	- Air pressure gauge will be provided on the cab instrument panel. The gauge will indicate pressure from the brake pedal primary circuit.
0543751	Light, Do Not Move Apparatus	**"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 steady tone alarm when the parking brake is released.

0509042	Messages, Open Dr/DNMT, Color Dsply,	**DO NOT MOVE TRUCK MESSAGES** Messages will be displayed on the Command Zone™, color display located within sight of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged). The following messages will be displayed (where applicable): Do Not Move Truck DS Cab Door Open (Driver Side Cab Door Open) PS Cab Door Open (Passenger's Side Cab Door Open) DS Crew Cab Door Open (Driver Side Crew Cab Door Open) PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open) DS Body Door Open (Driver Side Body Door Open) PS Body Door Open (Passenger's Side Body Door Open) Rear Body Door Open DS Ladder Rack Down (Driver Side Ladder Rack Down) PS Ladder Rack Down (Passenger Side Ladder Rack Down) Deck Gun Not Stowed Lt Tower Not Stowed (Light Tower Not Stowed) Fold Tank Not Stowed (Fold-A-Tank Not Stowed) Aerial Not Stowed (Aerial Device Not Stowed) Stabilizer Not Stowed Steps Not Stowed Handrail Not Stowed Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.
0611683	Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	**SWITCH PANELS** The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain eight (8) membrane-type switches each rated for one million (1,000,000) cycles. Panels containing less than eight (8) switch assignments will include non-functioning black appliqués. The built-in switch panels will be located in the lower console or overhead console of the cab. Additional switch panel(s) will be located in the overhead position(s) above the windshield or in designated locations on the lower instrument panel layout. The switches will be membrane-type and also act as an integral indicator light. For quick, visual indication the entire surface of the switch will be illuminated white whenever back lighting is activated and illuminated green whenever the switch is active. An active illuminated switch will flash when interlock requirements are not met or device is actively being load managed. For ease of use, a two (2)-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed in the center of the switch. The label will allow light to pass through the letters for ease of use in low light conditions.
0802940	Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	**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.
0585914	Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st	**SPARE CIRCUIT** There will be seven (7) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 20 amps at 12 volts DC. Power and ground will terminate forward upper area of each body compartment, leave loose with a 6' coil. Termination will be to a Blue Sea System, Model 5025, 6 circuit with negative bus bar. The terminal block will include a cover with circuit labels. Wires will be sized to 125% of the protection. This circuit(s) may be load managed when the parking brake is set.
0548004	Wiring, Spare, 15 A 12V DC 1st	**SPARE CIRCUIT** There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power The negative wire will be connected to ground Wires will be protected to 15 amps at 12 volts DC Power and ground will terminate officer side dash area Termination will be with heat shrinkable butt splicing Wires will be sized to 125 percent of the protection The circuit(s) may be load managed when the parking brake is set.

0548006		Wiring, Spare, 15 A 12V DC 2nd	**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 driver side dash, officer side dash, one each between the center forward facing seats in a painted box attached to the rear wall. Termination will be with 15 amp, power point plug with rubber cover. Wires will be sized to 125 percent of the protection. This circuit(s) may be load managed when the parking brake is set.
0548007		Wiring, Spare, 15 A 12V DC 3rd	**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 each seating position, leave loose with a 6' coil. Termination will be with heat shrinkable butt splicing. Wires will be sized to 125 percent of the protection. This circuit(s) may be load managed when the parking brake is set.
0891871	SP	Wireless Router, Cradlepoint IBR900, Netcloud, Panorama, Sub1	**WIRELESS ROUTER** There will be one (1) IBR900 router with WiFi (600Mbps modem), no AC power supply TBD. The router will include a Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription l, one (1) year subscription license. The router will be connected to directly to the battery power. There will be a low profile multimode 5 in 1 antenna provided on the roof for cellular / WiFi (802.11 a/b/g/n/ac) connected to the router. The color of the antenna will be black Features of the router will include: Two (2) Configurable LAN/WAN Ports VPN Support Active GPS support The following components will be included: One (1) Cradlepoint MA1-0900600M-NNA, IBR900 router One (1) Antenna, Panorama, 5 in 1, LG-IN2457, Low Profile Dome Antenna. 5G All necessary antenna and power cables
0803875		Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear USB/Bluetooth	**STEREO RADIO** A Jensen, heavy duty AM/FM / Bluetooth / Weatherband stereo radio, with front and rear auxiliary input will be installed per instrument panel layout. There will be 5.25" speakers installed one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab. The antenna will be a roof-mounted rubber antenna located in an open space, on the cab roof. The following features will be included: - 180 watts max power output (45W x 4) - Bluetooth® streaming audio and controls (A2DP/AVRCP) with hands-free calling (HFP) - Electronic AM/FM tuner (US/Euro) - iPod®/iPhone® ready via USB - SiriusXM-Ready® - Seven-channel NOAA weatherband with S.A.M.E. technology - USB 2.0 for playback of MP3 & WMA audio files - RBDS with PTY search - Front and rear USB input - Front and rear AUX input
0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	**INFORMATION CENTER** An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing. The information center will have the following specifications: Operate in temperatures from -40 to 185 degrees Fahrenheit An Optical Gel will be placed between the LCD and protective lens Five weather resistant user interface switches Grey with black accents Sunlight Readable Linux operating system Minimum of 1000nits rated display Display can be changed to an available foreign language A LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. Programmed to read US Customary **General Screen Design** Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur: An amber background/text color will indicate a caution condition A red background/text color will indicate a warning condition The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to

sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text or symbol.

Home/Transit Screen

This screen will display the following:
Vehicle Mitigation (if equipped)
Water Level (if the water level system includes compatible communications to the information center)
Foam Level (if the foam level system includes compatible communications to the information center)
Seat Belt Monitoring Screen Seat Belt Monitoring Screen
Tire Pressure Monitoring (if equipped)
Digital Speedometer
Active Alarms

On Scene Screen

This screen will display the following and will be auto activated with pump engaged (if equipped):
Battery Voltage
Fuel
Oil Pressure
Coolant Temperature
RPM
Water Level (if equipped)
Foam Level (if equipped)
Foam Concentration (if equipped)
Water Flow Rate (if equipped)
Water Used (if equipped)
Active Alarms

Virtual Buttons

There will be four (4) virtual switch panel screens that match the overhead and lower lighting and HVAC switch panels.

Page Screen

The page screen will display the following and allow the user to progress into other screens for further functionality:
Diagnostics
Faults
Listed by order of occurrence
Allows to sort by system
Interlock
Throttle Interlocks
Pump Interlocks (if equipped)
Aerial Interlocks (if equipped)
PTO Interlocks (if equipped)
Load Manager
A list of items to be load managed will be provided. The list will provide a description of the load. The lower the priority numbers the earlier the device will be shed should a low voltage condition occur.
The screen will indicate if a load has been shed (disabled) or not shed.
"At a glance" color features are utilized on this screen.
Systems
Command Zone
Module type and ID number
Module Version
Input or output number
Circuit number connected to that input or output
Status of the input or output
Power and Constant Current module diagnostic information
Foam (if equipped)
Pressure Controller (if equipped)
Generator Frequency (if equipped)
Live Data
General Truck Data
Maintenance
Engine oil and filter
Transmission oil and filter
Pump oil (if equipped)
Foam (if equipped)
Aerial (if equipped)
Setup
Clock Setup
Date & Time
12 or 24 hour format
Set time and date
Backlight
Daytime
Night time
Sensitivity
Unit Selection
Home Screen
Virtual Button Setup
On Scene Screen Setup
Configure Video Mode
Set Video Contrast
Set Video Color
Set Video Tint

		Do Not Move The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated Driver Side Cab Door Passenger's Side Cab Door Driver Side Crew Cab Door Passenger's Side Crew Cab Door Driver Side Body Doors Passenger's Side Body Doors Rear Body Door(s) Ladder Rack (if applicable) Deck Gun (if applicable) Light Tower (if applicable) Hatch Door (if applicable) Stabilizers (if applicable) Steps (if applicable) Notifications View Active Alarms Shows a list of all active alarms including date and time of the occurrence is shown with each alarm Silence Alarms - All alarms are silenced Timer Screen HVAC (if equipped) Tire Information (if equipped) Ascendant Set Up Confirmation (if equipped) Button functions and button labels may change with each screen.
0734854	Collision Mitigation, Not Requested	
0606247	Vehicle Data Recorder w/CZ Display Seat Belt Monitor	**VEHICLE DATA RECORDER** There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided. The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line. The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs: Vehicle Speed - MPH Acceleration - MPH/sec Deceleration - MPH/sec Engine Speed - RPM Engine Throttle Position - % of Full Throttle ABS Event - On/Off Seat Occupied Status - Yes/No by Position Seat Belt Buckled Status - Yes/No by Position Master Optical Warning Device Switch - On/Off Time - 24 Hour Time Date - Year/Month/Day **Seat Belt Monitoring System** A seat belt monitoring system (SBMS) will be provided on the Command Zone™ color display. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following: Seat Occupied & Buckled = Green LED indicator illuminated Seat Occupied & Unbuckled = Red LED indicator with audible alarm No Occupant & Buckled = Red LED indicator with audible alarm No Occupant & Unbuckled = No indicator and no alarm The seat belt monitoring screen will become active on the Command Zone color display when: The home screen is active: and there is any occupant seated but not buckled or any belt buckled with an occupant. and there are no other Do Not Move Apparatus conditions present. As soon as all Do Not Move Apparatus conditions are cleared, the SBMS will be activated. The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.
0677696	Intercom, Sigtronics US-45S, 4-Pos, 2-Radio, D,O,2C	**INTERCOM SYSTEM** A four (4) position Sigtronics, Model US-45S, intercom system with single radio interface at the driver and officer positions will be provided. Two (2) crew located, at both forward facing seats , will have radio listen / intercom only. The following components will be included: One (1) US-45S Intercom master station Four (4) Headset jacks in blue boxes (Driver, Officer, 2 Crew) Two (2) Push-to-transmit buttons in blue boxes (Driver, Officer) All necessary cabling
0006288	Cable, Radio to Intercom Interface, Sigtronics, 1 Radio	**RADIO / INTERCOM INTERFACE CABLE** The apparatus manufacturer will supply and install one (1) radio interface cable before delivery of the vehicle. The radio equipment to be used by the customer will be: Motorola High Power , Model number MOTOROLA .

0568105	Headset, Sigtronics, SE-8 Under Helmet, Flex Mic, Standard	**HEADSET, UNDER HELMET** There will be four (4) Sigtronics, Model SE-8, under helmet, standard headset(s) provided as required. . Each headset will feature: Coiled cord with single nickel coated plug Noise cancelling electret microphone with wind muff Flexible microphone boom rotates 180 degrees for left or right dress Gel filled earseals Volume control 24 dB noise reduction
0681408	Hangers For Headsets, NFPA, Each	**HEADSET HANGERS** There will be four (4) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat and passenger's side outboard forward facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.
0648437	Antenna Mount, Custom Chassis, Cable Routed to Behind Driver Seat	**RADIO ANTENNA MOUNT** There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed best location on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the driver seat. A weatherproof cap will be installed on the mount.
0653526	Camera, Pierce, Driver Mux, Rear Camera Only	**VEHICLE CAMERA SYSTEM** There will be a color vehicle camera system provided with the following: One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse The camera images will be displayed on the driver's vehicle information center display. Audio from the microphone on the active camera will be emitted by an amplified speaker with volume control located behind the driver seat. The following components will be included: One (1) SV-CW134639CAI, camera One (1) amplified speaker (if applicable) All necessary cables
0890416	Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	**ELECTRICAL POWER CONTROL SYSTEM** The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible. Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership. Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA. **Solid-State Control System** A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules, electronic control modules to include black housings, a power indicator and status indicator located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices. The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership. For increased reliability and simplified use the control system modules will include the following attributes: Green LED indicator light for module power Red LED indicator light for network communication stability status Control system self test at activation and continually throughout vehicle operation No moving parts due to transistor logic Software logic control for NFPA mandated safety interlocks and indicators Integrated electrical system load management without additional components Integrated electrical load sequencing system without additional components Customized control software to the vehicle's configuration Factory and field programmable to accommodate changes to the vehicle's operating parameters To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications: Module circuit board will meet SAE J771 specifications Operating temperature from -40C to +70C Storage temperature from -40C to +70C Vibration to 50g IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and one (1) meter) Operating voltage from eight (8) volts to 32 volts DC The main controller will activate status indicators and audible alarms designed to provide warning

of problems before they become critical.

Circuit Protection and Control Diagram

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

On-Board Electrical System Diagnostics

The on-board information center will include the following diagnostic information:
Text description of active warning or caution alarms
Simplified warning indicators
Amber caution indication with intermittent alarm
Red warning indication with steady tone alarm
Advanced diagnostic feature will be provided in this control system. From the Command Zone display or connected wireless device, these features allow the user to monitor the real-time status of every input or output on the vehicle. It also allows users logged in as an administrator to force on inputs or outputs to assist the troubleshooting process.

TCU Module with WiFi

An in cab module will provide WiFi wireless interface and data logging capability. The WiFi interface will comply with IEEE 802.11 b/g/n capabilities while communicating at 2.4 Gigahertz. The module will communicate through a black WiFi antenna allowing a line of site communication range of up to 300 feet with a roof mounted antenna.
The module will transmit a password protected web page to a WiFi enabled device (i.e. most smart phones, tablets or laptops) allowing two levels of user interaction. The firefighter level will allow vehicle monitoring of the vehicle and firefighting systems on the apparatus. The technician level will allow diagnostic access to inputs and outputs installed on the Command Zone™, control and information system.
The TCU capability will record faults from the engine, transmission, ABS and Command Zone™, control and information systems as they occur. No other data will be recorded at the time the fault occurs. The data TCU will provide up to 2 Gigabytes of data storage.
The TCU will provide a means to download the TCU information and update software in the device.

Indicator Light and Alarm Prove-Out System

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

Voltage Monitor System

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.
The alarm will activate if the system falls below 11.8 volts DC for more than two (2) minutes.

Dedicated Radio Equipment Connection Points

There will be three (3) studs provided in the primary power distribution center located in front of the officer for two-way radio equipment. The studs will consist of the following:
12-volt 40-amp battery switched power
12-volt 60-amp ignition switched power
12-volt 60-amp direct battery power
There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

EMI/RFI Protection

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.
The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.
EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

0896456 Prognostics, Electrical System

ELECTRICAL SYSTEM PROGNOSTICS

There will be a software based vehicle tool provided to predict remaining life of the vehicles critical fluid and events.
The system will send automatic indications to the Command Zone™ information center and/or wireless enabled devices to proactively alert of upcoming service intervals.
Prognostics will include the following:
Engine oil and filter
Transmission oil and filter

0892649	CZ Connect Telematics	**TELEMATICS SYSTEM** There will be a cellular based vehicle telematics system consisting of a Telematic Control Unit (TCU) with external cellular WiFi and GPS antenna, and access to a web-based user interface portal provided. The TCU will be fully integrated into the Command Zone™ electrical system. It will monitor the vehicle through the CAN data bus and transmit data through a secure 4G LTE cellular connection, and be provided with a 3 year subscription.. After accepting the end user license agreement, the vehicle administrator will have access to vehicle location information and vehicle data via a secure CZ Connect web-based interface portal. The CZ Connect web-based interface will allow users to access vehicle data and configure monitoring tools, providing a global view of the location of each connected asset and a summary of fleet data, which include: User defined interval notifications User defined fault alerts Remote access to Command Zone diagnostics Vehicle analytics and activity monitoring Vehicle system status
0624253	Electrical System, Enforcer MUX	**ELECTRICAL** All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines: 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. 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. 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. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug). All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area. 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.
0098841	Batteries, (6) Deka Grp 31, 1000 CCA each, Threaded Stud	**BATTERY SYSTEM** Six (6) 12 volt, Deka, Model 1231MF, maintenance free group 31 batteries that include the following features, each, will be provided: 1000 CCA (cold cranking amps) 185 reserve capacity High cycle Ref. CA of 1190 at 0 degrees Fahrenheit 185 reserve capacity Threaded studs
0008621	Battery System, Single Start, All Custom Chassis	**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.

0002698	Battery Compartment, Saber/Enforcer	**BATTERY COMPARTMENTS** Batteries will be placed on non-corrosive mats and stored in well ventilated compartments located under the cab. Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound. Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound. **JUMPER STUDS** One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.
0637577	Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-12V-1200-194-WT-**	**BATTERY CHARGER/ AIR COMPRESSOR** There will be a Kussmaul Pump Plus 1200, Model 091-9-12V-1200194-WT-XX, 40 amp single output battery charger/air compressor with Model 091-194-IND-WT-XX watertight digital display provided. The color of the charge indicator will be red. The 12-volt air compressor will be installed to maintain the air system pressure when the vehicle is not in use. There will be an auto pump timer installed between the pressure switch and the pump that will allow the pump to run for one hour than shut down for one hour. The battery charger will be wired to the AC shoreline inlet.
0678372	Location, Charger/Compr, Behind Driver Seat, Saber FR/Enforcer	Battery charger/compressor will be located in the cab behind the driver's seat.
0530949	Location, Bat Chrg Ind, Driver's Seat Riser	The battery charger indicator will be located on the driver's seat riser.
0016857	Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	**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 the 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
0026800	Shoreline Location	The shoreline receptacle will be located on the driver side of cab, to the front of cab door.
0008740	Cover, Protection over Battery Charger	**BATTERY CHARGER COVER** A cover will be fabricated and installed over the battery charger for protection. behind DS seat.
0121711	Alternator, 320 amp, Leece-Neville 4962PA, Sgl Sys	**ALTERNATOR** A Leece-Neville, Model 4962PA, 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, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

0092582	Load Manager/Sequencer, MUX	**ELECTRONIC LOAD MANAGER** An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system. For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed. The system will include the following features: System voltage monitoring. A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off. Sixteen available electronic load shedding levels. Priority levels can be set for individual outputs. High Idle to activate before any electric loads are shed and deactivate with the service brake. If enabled: "Load Man Hi-Idle On" will display on the information center. Hi-Idle will not activate until 30 seconds after engine start up. Individual switch "on" indicator to flash when the particular load has been shed. The information center indicates system voltage. The information center, where applicable, includes a "Load Manager" screen indicating the following: Load managed items list, with priority levels and item condition. Individual load managed item condition: ON = not shed SHED = shed **SEQUENCER** A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator. For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed. Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation. When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order. Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals: Cab Heater and Air Conditioning Crew Cab Heater (if applicable) Crew Cab Air Conditioning (if applicable) Exhaust Fans (if applicable) Third Evaporator (if applicable)
0783153	Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	**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.
0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR	**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 the same color as the LED's.
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	**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.
0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	**CAB CLEARANCE/MARKER/ID LIGHTS** There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations: Three (3) amber LED identification lights will be installed in the center of the cab above the windshield. Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

0625210	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	**FRONT CAB SIDE CLEARANCE/MARKER LIGHTS** There will be two (2) Truck-Lite®, Model 19036Y, amber LED lights installed to the outside of the chrome wrap around bezel, one (1) on each side of the cab. The lights will activate as additional directional lights with the corresponding directional circuit.
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	**REAR CLEARANCE/MARKER/ID LIGHTING** There will be three (3) Truck-Lite®, Model 33050R, LED lights used as identification lights recessed and located at the rear of the apparatus per the following: As close as practical to the vertical centerline Centers spaced not less than 6.00" or more than 12.00" apart Red in color All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following: To indicate the overall width of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the rear All at the same height There will be two (2) Truck-Lite, Model 33050R, LED lights recessed on the side of the apparatus as marker lights as close to the rear as practical per the following: To indicate the overall length of the vehicle One (1) each side of the vertical centerline As near the top as practical Red in color To be visible from the side All at the same height There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground. There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground. Per FMVSS 108 and CMVSS 108 requirements.
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	**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.
0561471	Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	**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.
0556842	Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	**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.
0589905	Alarm, Back-up Warning, PRECO 1040	**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.
0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	**CAB PERIMETER SCENE LIGHTS** There will be four (4) TecNiq, Model T10-LC00-1, 15.00" lights with white LEDs and 45 degree stainless steel brackets provided per the following: one (1) under the driver's side cab access step one (1) under the passenger's side cab access step one (1) under the passenger's side crew cab access step one (1) under the driver's side crew cab access step The lights will be activated when the battery switch is on, when the respective door is open and by the same control selected for the body perimeter lights.

0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	**PUMP HOUSE PERIMETER LIGHTS** There will be two (2) TecNiq, Model T10-LC00-1, 15.00" white 12 volt DC LED weatherproof strip lights provided under the pump panel running boards, one (1) each side. The lights will be controlled by the same means as the body perimeter lights.
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	**BODY PERIMETER SCENE LIGHTS** There will be two (2) TecNiq, Model T10-LC00-1, 15.00" 12 volt DC LED strip 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 a switch within reach of the driver is activated and the parking brake is applied.
0617802	Lights, Perimeter, TecNiq T10-LC00-1 15" LED	**ADDITIONAL PERIMETER LIGHTS** There will be two (2) TecNiq, Model T10-LC00-1, 1.25" high x 15.00" long white LED light(s) provided under under LS1 and RS1. These additional lights will be controlled with the other body perimeter lights.
0896454	Enhanced Software for Perimeter Lts	**ENHANCED SOFTWARE FOR PERIMETER LIGHTS** All perimeter lights and scene lights will be deactivated when the parking brake is released. The cab and crew cab perimeter lights will dim after 10 seconds or immediately if the vehicle's transmission is put into gear.
0661576	Lights, Step, P25 LED 4lts, Perimeter Scene Lt Sw	**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 activated by the perimeter scene lights switch in the cab. All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.
0679615	Bracket, Alum. Trdplate, 12V Surface Mounted Flood Lights, Compt Top, Each	**12 VOLT LIGHT BRACKET** There will be two (2) aluminum treadplate bracket(s) installed each catwalk, centered over the rear wheels for the surface mounted flood light(s). The bracket(s) will have all wiring totally enclosed.
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	**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 black. The light(s) will be controlled 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. These light(s) may be load managed when the parking brake is applied.
0768059	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	**12 VOLT DC SCENE LIGHTS** There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Above LS2, center over the rear wheel, mount in the 4 way box outboard, and above the EMS compartment on the RS of the cab.. The surface mount housing(s) will be provided with a black 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.
0768061	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	**12 VOLT DC SCENE LIGHTS** There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, Above RS2, center over the rear wheel, mount in the 4 way box outboard, and above the EMS compartment on the RS of the cab.. The surface mount housing(s) will be provided with a black 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.
0766906	Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	**12 VOLT LIGHTING** There will be two (2) Whelen® Model PCPSM1*, 10,444 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, REAR BULKHEAD EACH SIDE, MATCH 35147. The light(s) will include black housing(s) with a chrome cover. The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the left side pump panel, by a switch at the passenger's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 72.00" from the ground. The light(s) may be load managed when the parking brake is applied.

0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	
0768474		Lights, Hose Bed, Below Alum Cvr, Amdor AY-LB-12HW040, 40" LED 4lts	**LIGHTS BELOW HOSE BED COVER** There will be four (4) Amdor Model AY-LB12HW040, 700 lumens, 40.00" white LED lights provided to illuminate the hose bed area. Two (2) LED light strips will be installed on the driver's side hose bed cover 30.00" from the front and rear of the hose bed, as close to the hinge as practical. Two (2) LED light strips will be installed on the passenger's side hose bed cover 30.00" from the front and rear of the hose bed, as close to the hinge as practical. The lights will be activated when the battery switch is on, and when the hosebed cover is raised.
0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	
0805690	SP	Lights, Walk Surf, 4-P25 LED, Hose Bed Walkway Area, Mounted on Side Sht	**WALKING SURFACE LIGHT** There will be four (4) 12 volt DC, P25 LED lights provided on the side of the hose bed walkway area to illuminate the surface of the walkway area. These lights shall be located on the side sheet, evenly spaced along the catwalk walkway area. These lights will be activated by the same control that has been selected for the hose bed illumination.
0060115		Pumper, Medium, Aluminum, 2nd Gen	
0554271		Body Skirt Height, 20"	
0028244		Tank, Water, 500 Gallon, Poly, Med	**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 Bulletin1901 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.
0003405		Overflow, 4.00" Water Tank, Poly	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.
0028104		Foam Cell Required	
0633066		Sleeve, Through Tank	**SLEEVE, PLUMBING, THROUGH TANK** One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.
0553729		Not Required, Restraint, Water Tank, Heavy Duty	
0003429		Not Required, Direct Tank Fill	

0003424	Not Required, Dump Valve	
0048710	Not Required, Jet Assist	
0030007	Not Required, Dump Valve Chute	
0514778	Not Required, Switch, Tank Dump Master	
0126633	Hose Bed, Aluminum, Pumper	**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.
0723549	Painted Hose Bed	The hose bed interior walls will be painted to match the lower body color.
0003481	Hose Bed Capacity, Special	Hose bed will accommodate DS to PS: 300' x 1.75" DJH / 300' x 2.50" DJH / 300' x 2.00" DJH / 800' x 5.00" LDH / 400' 1.50" SJ Forestry Hose split by the hose bed divider.
0652742	Divider, Hose Bed, .25" Unpainted, Special Height	**HOSE BED DIVIDER** Four (4) hosebed dividers will be furnished for separating hose. Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum. The height of the hose bed divider(s) will be The three dividers for beds 1, 2, and 3 to be max 18.00" high, the divider that for the middle of bed 5 to be full height to the bottom of the hose bed cover. 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.
0010133	Cross-Divider, Hose Bed	A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.
0581892	Divider, Hose Bed, .25" Sheet, Unpainted, Permanent	There will be one (1) additional hose bed dividers furnished. Each divider will be constructed of a .25" brushed aluminum sheet. Partition will be permanently installed and located on top of the left side of the ladder compartment, height to the bottom of the hose bed cover. 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.
0530804	Cover, Hose Bed, Alum Treadplate	**HOSE BED COVER** A two (2) section hose bed cover, constructed of .125" bright aluminum treadplate will be furnished. The cover will be hinged with full length stainless steel piano hinge. The sides will be slanted down. A stationary bridgework support assembly will be provided at the rear to support the cover. The cover will be reinforced so that it can support the weight of a man walking on the cover. The cover is designed with the left cover opening first. If access to the water tank fill tower is blocked by the hose bed cover, then a hinged door will be provided in it so that the tank may be filled without raising cover doors. Chrome grab handles and four (4) gas filled cylinders will be provided to assist in opening and closing the cover. A handrail is to be provided at the rear, in the center of the support, to assist in opening the cover. The hose bed cover will be connected to the Do Not Move Truck indicator. The light will be activated if the cover is not in the stowed position and the parking brake is released.
0697328	Flap, Rear of Alum Hose Bed Cover, Two Piece, Vinyl, w/Seat Belt Buckles	**HOSEBED END FLAP** A pair of black vinyl flaps will be installed on the rear, one for each of the aluminum treadplate hose bed covers. The vinyl flap will be secured to the hose bed cover with quarter turn fasteners. Each vinyl flap will have (2) nylon tie down straps with seat belt buckles to secure the flaps at their base.

0013512	Running Boards, 12.75" Deep	**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.
0689424	Tailboard, T-Shaped, 18" & 8" Deep	**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 18.00" deep in the center area and 8.00" deep to the rear of the side compartments. The tailboard will be T-shaped. The exterior side will be flanged down and in for increased rigidity of tailboard structure.
0690037	Wall, Rear, Smooth Aluminum/Body Material	**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. Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.
0889214	Tow Eyes, w/Tow Bar, 2G Pumper	**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, 3.00" forward from the rear of the tailboard. With air ride suspension and a 65 gallon fuel tank, the tow bar will be located .50" further rearward than normal when there is this combination of options. 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.
0590934	Hose Restraint, Running Board, Straps, FV Fastener	**RUNNING BOARD HOSE RESTRAINT** A pair of 2.00" wide black nylon straps with seat belt buckle fasteners will be provided for each hose tray to secure the hose during travel. There will be One (1) hose tray located in the left side running board.
0003634	Tray, Hose, Running Board, Soft Suction Hose, 25' of 5.00"	**HOSE TRAY** One (1) hose tray will be recessed in the left hand side running board. Capacity of the tray will be 25.00' of 5.00" soft suction hose. Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

0895820	Construction, Compt, Alum, 2G Pumper	**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.

0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	**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.**
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	**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 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.**
0594005	Doors, Rollup, Amdor, Side Compartments	**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 with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. 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.
0073701	Compt, Rear, Rollup, 44.50", 31.88" D	**REAR COMPARTMENTATION** A roll-up door compartment above the rear tailboard will be provided**.** The interior dimensions of this compartment will be 40.00" wide x 47.38" high x 31.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed. 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 a minimum of 33.25" wide x 37.63" high. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

0594003	Door, Amdor, Rollup, Rear Compartment	**ROLLUP REAR COMPARTMENT DOOR** The rear compartment will have a rollup door. The door will be double faced, aluminum construction, satin aluminum and manufactured by AMDOR™ brand rollup doors. The door 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 door 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 with locking key latches to be provided for each roll-up door. The keys to be Model 751 to match all compartment and cab doors. 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. The 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.
0554992	Body Modification, 5" Reduced Depth Rear Compt	**BODY MODIFICATION FROM STANDARD** The following body modifications will be required for the installation of a single axle air ride suspension: - Rear compartment will be 5.00" shorter in depth. - Special water tank mounting required if applicable.
0019845	Guard, Drip Pan, S/S, Rollup Door	**DOOR GUARD** There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the roll-up door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed all compartments.
0641826	Electric Door Locks, Body Doors, Amdor	**ELECTRIC DOOR LOCKS** There will be one (1) door(s) located RS1 door equipped with electric locks. The locks will be wired battery direct. The switch for control will be located RS rear facing seat riser between the riser and the door. In the event of loss of power, a manual override is available.
0616670	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	**COMPARTMENT LIGHTING** There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment (s). Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb. Opening the compartment door will automatically turn the compartment lighting on.
0687146	Shelf Tracks, Painted	**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.
0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	**ADJUSTABLE SHELVES** There will be six (6) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides. 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(s) will be in RS3 in the upper third, in RS1 in the upper third, in LS3 in the upper third, in LS1 in the upper third, in LS1 in the upper third and in B1 in the upper third.

0647091	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	**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.
0725644	Cabinet, Drawer Assembly, CTECH, Three Drawers, Up To 24" Wide	**DRAWER ASSEMBLY** A slide-out drawer assembly will be installed LS3. The clear dimensions of the first drawer starting at the top will be 4.00" with a face plate that is 5.00" high x 21.00" deep. The clear dimensions of the second drawer will be 7.75" with a face plate that is 8.00" high x 21.00" deep. The clear dimensions of the third drawer will be 7.75" with a face plate that is 8.00" high x 21.00" deep. Each drawer will be the same width and not exceed 24.00". The drawers will have a capacity of 250 pounds. The drawers will be mounted in a cabinet housing constructed of light gray powder coated aluminum with anodized aluminum frames. The housing will be 24.00" deep, and completely enclose the drawer. A full-length aluminum extruded rail will be provided at the top edge of each drawer. This rail will act as the latching mechanism as well as the handle for each drawer. There will be a total of one (1) provided.
0726441	Partition, Trans Rear Compt	**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.
0602555	No Louvers, Delete Standard Compt Louvers, Per Compt, Non-NFPA 2016	**DELETE STANDARD LOUVERS PER COMPARTMENT** A total of seven (7) compartment louver(s) in compartment(s) each compartment will be deleted. NFPA 1901, 2016 edition, section 15.1.1 requires any enclosed external compartment will be weather resistant and ventilated and have provisions for drainage of moisture. Per fire department specification and request to have one (1) or more compartments provided without louvers, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution.
0028026	Matting, Turtle Tile, Compt Shelving only	**MATTING, COMPARTMENT SHELVING** Turtle Tile compartment matting will be provided in eight (8) shelves. The locations are, all shelves and trays. The color of the Turtle Tile will be black.
0659383	Matting, Turtle Tile w/Ramp, Compt Floors	**MATTING, COMPARTMENT FLOOR** Turtle Tile compartment matting will be provided in four (4) compartments on the compartment floor. The locations are, LS2, RS2, RS3, RS1. The Turtle Tile will be black and the leading edge of the matting will include the beveled edge. The beveled edge will be black .
0797957	Pac Trac, Installed on Compt Wall, Back Wall Only	**EQUIPMENT MOUNTING SYSTEM** Pac Trac equipment mounting system will be installed on the back wall of two (2) compartment(s), LS2 and RS2.
0013202	Strap, Nylon w/Velcro	**STRAP** There will be one (1) black 2.00" wide nylon strap(s) provided horizontal across the D handle troughs in the ladder compartment. The strap(s) will be fastened with Velcro in the center.
0004016	Rub Rail, Aluminum Extruded, Side of Body	**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.

0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	**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.
0519849		Not Required, Hose, Hard Suction	**HARD SUCTION HOSE** Hard suction hose will not be required.
0626229		Handrails, Side Pump Panels, Per Print	**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.
0729463	SP	Handrails, Beavertail, LS , RS Split	One (1) vertical handrail will be mounted on the left side rear beavertail. Two (2) vertical handrails, will be located on the right side rear beavertail above and below the I Zone bracket.
0011212		Handrail, Not Required, Rear Hose Bed, Pumper	
0004154		Handrail, Extra - 10" Long	**ADDITIONAL HANDRAIL** Two (2) handrails, 10.00" long, will be mounted one each side of the camera at the rear on the underside of the step .
0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door	**EXTINGUISHER/AIR BOTTLE/ STORAGE (Triangular)** A total of one (1) extinguisher/air bottle/storage compartments will be provided RS forward of rear axle. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black Dura-Surf friction reducing material will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a chrome plated flush lift & turn latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal. **AIR BOTTLE COMPARTMENT STRAP** A strap will be provided in the air bottle compartment(s) to help contain the bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.
0654143		Compt, Air Bottle, Single,Tri Door (DEF/Fuel), Fender Panel	**AIR BOTTLE STORAGE (Single)** A quantity of one air bottle compartment, approximately 7.50" wide x 7.50" tall x 26.00" deep, will be provided on the driver side rearward of the rear wheels. The triangular door will cover the air bottle opening, the DEF tank access, and fuel fill. The compartment will be square with angled corners. A painted stainless steel door with a chrome plated flush lift & turn 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 Dura-Surf friction reducing material 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.
0657522		Compt, Air Bottle, Triple, Fender Panel	**AIR BOTTLE STORAGE (Triple)** A quantity of one (1) air bottle compartment designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the left side forward of the rear wheels. A painted stainless steel door with a chrome plated flush lift & turn 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 Dura-Surf friction reducing material 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.

0637785		Compt, Extinguisher Fender Panel, 9.00" Square	**EXTINGUISHER STORAGE** A quantity of one (1) extinguisher compartments will be provided on the right side rearward of the rear wheels. The extinguisher compartment will be in the form of a 9.00" square tube and of adequate depth to accommodate different size extinguishers. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the extinguisher. A dielectric barrier will be provided between the door hinge, hinge fasteners, and the body sheet metal. Inside the compartment, black Dura-Surf friction reducing material will be provided. There will also be a drain hole for each compartment.
0024205		Holder, Air Bottle w/CRS Strap, Body Compt Mt w/Tracks	**AIR BOTTLE HOLDERS** Two (2) brackets 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 LS3, RS3 UPPER REAR WALL CENTER.
0004225		Ladder, 24' Duo-Safety 900A 2-Section	**EXTENSION LADDER** There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.
0004230		Ladder, 14' Duo-Safety 775A Roof	**ROOF LADDER** There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.
0730782	SP	Ladders/Backboard Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Comp,RPH,Vinyl,Spcl Mt	**LADDER STORAGE** The ladders and a single backboard will be stored between the water tank and the right side compartments. The ladders will extend into the pump compartment just to the rear of the water pump discharges. Backboard dimensions will be 74" X 2.50 X 18". The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. A black rubber boot will be provided to enclosed the ladders in the gap between the pump house and the body. The ladders that extend into the pump house will also be enclosed. The pump house portion of the enclosure will be made of red vinyl. The vinyl portion will be fastened to the pumphouse structure with side release buckles. The vinyl portion will allow the user to move the enclosure aside to access the pump area. Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides. A bright aluminum treadplate enclosure will be provided at the rear of the body to properly contain the ladders This enclosure will extend to the rear of the side body compartments. The ladders will be mounted FLY INBOARD. The enclosure will also include a vertically hinged aluminum treadplate door with a D-handle latch to access the ladders. The door will be hinged along the outboard edge.
0733387		Ladder, 10' Duo-Safety Folding 585A	**FOLDING LADDER** One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.
0547754		Not Required, Pike, Pole, 8'	
0549137		Not Required, Pike Pole, 6'	
0087631		Trough for D-Handled Pike Pole	**PIKE POLE STORAGE** Stainless steel U-shaped trough be used for the storage of two (2) pike poles, with D-handle style grip, will be provided and installed top portion of the ladder compartment, match 27714, for 6' and 10' poles.
0004379		Bell, 12" Chrome w/Eagle, Mounted on Cab Corner	**BELL** A chrome plated, 12.00" bronze cast bell, complete with an eagle, will be mounted on the passenger side radiused corner of cab face. The cab will be properly reinforced to support the weight of the bell. A rope pull, for the bell, will be installed inside the cab.
0755552	SP	Label, Indicator Lamp Symbols, Cab Door Panel	**INDICATOR LAMP LABEL** There will be a label provided on the cab door panel, Driver's door. The label will provide brief descriptive text for each indicator lamp that may become visible in the driver side gauge cluster. The symbols on the label will match the symbols on the gauge cluster.

0785102	Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	**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 black tread coating 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.
0592994	Steps, Folding, Rear of Body, w/LED, Trident	**REAR FOLDING STEPS** Bright finished, non-skid folding steps with a black tread coating 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.
0650261	I Zone Bracket, Pair, Folding Style	**I-ZONE BRACKETS** Two (2) flip-out I-Zone brackets will be provided and mounted at the rear of the apparatus, rear bulkhead each side, just under the rear facing scene lights, HINGE OUTBOARD, MATCH 35147 AND PICS TO BE PROVIDED. The brackets will be designed with adequate reinforcement to eliminate flexing of the body (oil canning).
0007590	Pump House, Side Control, 52", Control Zone	**PUMP COMPARTMENT** The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly made of the same material as the rear body using 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 PANELS** All pump controls and gauges will be located at the left 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 side will be removable with lift and turn type fasteners. Trim rings will be installed around all inlets and outlets.
0053227	Raised Pump House Structure, Side Control Vert Up-Right Moved Inboard For Ladder	**PUMPHOUSE STRUCTURE** A special pumphouse structure is required to accommodate the ladders stored between the tank and the sidesheet. The vertical upright support will need to be moved inboard.

0014441	Pump, Hale, QMAX-150, 1500 GPM, Single Stage	**MIDSHIP FIRE PUMP** Midship fire pump will be a Hale QMAX-150, 1500 gpm single (1) stage midship mounted centrifugal type. Pump will be the class "A" type. Pump will deliver the percentage of rated discharges at the pressures indicated below: - 100% of rated capacity at 150 psi net pump pressure. - 100% of rated capacity at 165 psi net pump pressure. - 70% of rated capacity at 200 psi net pump pressure. - 50% of rated capacity at 250 psi net pump pressure. Entire pump and both suction and discharge passages will be hydrostatically tested to a pressure of 500 psi. Pump will be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the current NFPA 1901 standards and will be free from objectionable pulsation and vibration. Pump body and related parts will be of fine grain, alloy cast iron with a minimum tensile strength of 30,000 psi (2041.2 bar). All moving parts in contact with water will be of high quality bronze or stainless steel. Pump body will be horizontally split, on a single plane in two (2) sections, for easy removal of entire impeller assembly, including wear rings and bearings from beneath the pump, without disturbing pump piping or the mounting of the pump in the chassis. Pump will have one (1) double suction impeller. The pump body will have two (2) opposed discharge volute cutwaters to eliminate radial unbalance. Pump impeller will be hard, fine grain bronze of the mixed flow design, accurately machined, hand-ground, and individually balanced. The vanes of the impeller intake eyes will be hand-ground and polished to a sharp edge. They will be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower. Impeller clearance rings will be bronze and easily renewable without replacing impeller or pump volute body. They will be of the wrap-around double labyrinth design for maximum efficiency. Pump shaft will be electric furnace heat-treated, corrosion resistant stainless steel. It will be super-finished under packing with galvanic corrosion (zinc separators in packing) protection for longer shaft life. Pump shaft will be sealed with double oil seal to keep road dirt and water out of drive unit. Pump shaft will be rigidly supported by three (3) bearings for minimum deflection. A high lead bronze sleeve bearing will be located immediately adjacent to the impeller (on the side opposite of the drive unit). The sleeve bearing will be automatically oil lubricated and pressure balanced to exclude foreign material. The remaining bearings will be heavy-duty, deep groove ball bearings in the gearbox and will be splash lubricated.
0014482	Seal, Mechanical, Hale	**MECHANICAL SEAL ON PUMP** Only one (1) mechanical seal will be used on the suction (inboard) side of the pump. The mechanical seal will be 2.00" in diameter and will be spring loaded, maintenance-free, and self-adjusting. The mechanical seal construction will be a carbon sealing ring, stainless steel coil spring, Viton® rubber boot, and a tungsten carbide seat with a Teflon backup seal.
0014477	Trans, Pump, Hale, Gear	**PUMP TRANSMISSION** The drive unit will be cast and completely manufactured and tested at the Hale Products, Inc. factory. The pump drive unit will be of sufficient size to withstand up to 16,000 foot/ pounds of torque from the engine in both the road and pump operating conditions. The drive unit is will be designed with ample lubrication reserve to maintain the proper operating temperature. The gearbox drive shafts will be of heat treated chrome nickel steel and 2.75" in diameter on both the input and output drive shafts. They will be designed to withstand the full torque of the engine in both road and pump operating conditions. All gears, both drive and pump, will be of the highest quality, electric furnace, chrome nickel steel. Bores will be ground to size and teeth integrated, crown-shaved and hardened, to give an extremely accurate gear for long life, smooth, quiet running and higher load carrying capability. An accurately cut spur design will be provided to eliminate all possible end thrust. Pierce Manufacturing will select the pump ratio to provide the maximum performance with the engine and transmission selected. Three (3) green warning lights will be provided to indicate to the operator(s) when the pump has completed the shift from Road to Pump position. Two (2) lights will be located in the truck driving compartment and one (1) light on pump operator's panel adjacent to the throttle control.
0635600	Pumping Mode, Stationary Only	**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.
0604324	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	**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 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.

0003148	Transmission Lock-up, EVS	**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.
0004547	Auxiliary Cooling System	**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.
0014486	Not Required, Transfer Valve, Single Stage Pump	
0777650	Valve, Relief Intake, Akron	**INTAKE RELIEF VALVE - PUMP** An Akron Style 53 relief valve 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 250 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. The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door .
0721609	Controller, Pressure, Pierce LCD, Custom Chassis	**PIERCE PRESSURE CONTROLLER** A Pierce electronic pressure controller will be provided. A pressure transducer will be installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to No Mode/Default Press Setting mode. In the RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities). In the pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow. A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed. Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing. A pump cavitation protection feature will also provided which will return the engine to idle should the pump cavitate. Cavitation is sensed by the combination of pump pressure below 30 psi and engine speed above 2000 rpm for more than five (5) seconds. Other safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle. The pressure controller LCD screen will be 4.20" in size with a minimum brightness of 750 nits. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed. The following information will be provided/displayed on the LCD screen - Engine RPM Check engine and stop engine warning indicators Engine oil pressure Engine coolant temperature Water pump temperature Fuel Level Water tank level Battery voltage Operating mode (RPM or pressure) Pressure or RPM setting On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions - High battery voltage Low battery voltage/engine off Low battery voltage/engine running High water pump temperature Low fuel Low engine oil pressure High engine coolant temperature Water tank out of water (visual alarm only) No engine response (visual alarm only) The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu. The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

0072153	Primer, Trident, Air Prime, Air Operated	**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.
0044552	Line, 0.50" Recirculating w/Check Valve	**RECIRCULATING LINE WITH CHECK VALVE** A 0.50" diameter recirculating line, from the pump to the water tank, will be furnished with a control installed at the pump operator's control panel. A check valve will be provided in this line to prevent the back flow of water from the tank to the pump if the valve is left in the open position.
0658552	Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump	**THERMAL RELIEF VALVE** A Hale TRV120-L thermal protection device will be included on the pump that monitors pump water temperature and opens to relieve water to cool the pump when the temperature of the pump water exceeds 120 Degrees F (49 C). The thermal protection device will include a red warning light. The warning light with a test switch will be mounted on the pump operator panel. The discharge line will be 3/8 inch diameter tubing plumbed to ground.
0780364	Manuals, Pump, (2) Total, Electronic Copies	**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.
0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	**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.
0795135	Plumbing, Stainless Steel, w/Foam System	**FOAM SYSTEM PLUMBING** All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.
0004645	Inlets, 6.00" - 1250 GPM or Larger Pump	**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.
0034651	Pump Suction Tube(s), Short, Right Side	**RIGHT SIDE SHORT SUCTION TUBE(S)** The suction tube(s) on the right side of the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.
0895474	Valve, w/Relief, LS Side Pump Inlet, Hale MIV 2.0, Handwheel Cntrl	**INLET VALVE/DUMP** One (1) butterfly valve type Hale MIV 2.0 will be provided on the left side main pump inlet. The inlet valve will be a combination butterfly valve and pressure relief valve with a Hale bleeder valve. The pressure relief valve will have a range of 75 to 250 PSI and will be factory set to 125 PSIG. The valve, less relief valve, will be rated for 600 PSI hydrostatic pressure and 26 inHg of vacuum. The valve will cycle from full open to full closed in approximately ten (10) to twelve (12) turns of the handwheel. An indicator light will be provided to show when the valve is in the closed position. The valve will be fully recessed behind the pump panel. A chrome plated handwheel will be provided next to the inlet valve.
0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	**MAIN PUMP INLET CAP** The main pump inlets will have National Standard Threads with a long handle chrome cap. The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

0084610	Valves, Akron 8000 series- All	**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.
0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	The location of the valve for the two (2) inlets will be recessed behind the pump panel.
0004700	Control, Inlet, at Valve	**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.
0004660	Inlet (1), Left Side, 2.50"	**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.
0004680	Inlet, Right Side, 2.50"	**RIGHT SIDE INLET** There will be one (1) auxiliary inlet with a 2.50" valve at the right 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.
0034720	Anode, Zinc, Pair, Pump Inlets	**ANODE, INLET** A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.
0012635	Elbow, 30 Degree Side Inlet, 6" FNST Swivel x 5" Storz w/Cap	**ADAPTER, INLET** One (1) adapter for the inlet will be provided. The elbow adapter will be furnished for the left side main pump inlet/s. The elbow/s will be 6.00"" female NST swivel to 5.00" Storz. A 5.00" Storz cap will be provided with the elbow.
0092569	No Rear Inlet (Large Dia) Requested	
0064116	No Rear Inlet Actuation Required	
0092696	Not Required, Cap, Rear Inlet	
0009648	No Rear Intake Relief Valve Required on Rear Inlet	
0092568	No Rear Auxiliary Inlet Requested	
0004699	Valve, .75 Bleeder,Aux. Side Inlet	**INLET BLEEDER VALVE** A 0.75" ball type bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a handwheel type knob for the control extended to the outside of the panel. The water, that is discharged by the valve, will be routed below the chassis frame rails.
0014751	Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, Reverse Linkage	**TANK TO PUMP** The booster tank will be connected to the intake side of the pump with heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. The tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. The control on the pump panel will be "in" when the valve is open and "out" when the valve is closed. A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.
0004905	Outlet, Tank Fill, 1.50"	**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.

0062133	Control, Outlets, Manual, Pierce HW if applicable	**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.
0004940	Outlet, Left Side, 2.50"	**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.
0065091	Elbow, Left Side Outlets, 30 Degree, 2.50" FNST x 2.50" MNST, VLH	**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, 30 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092570	Not Required, Outlets, Left Side Additional	
0035094	Not Required, Elbow, Left Side Outlets, Additional	
0004945	Outlet, Right Side, 2.50"	**RIGHT SIDE DISCHARGE OUTLETS** There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.
0085096	Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH	**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, 30 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0011668	Outlet, Right Side, 3" w/3" Plumbing, Handwheel Control, (added)	There will be One (1) discharge outlet with a 3.00" valve on the right side of the apparatus, terminating with a 3.00" (M) National Standard hose thread adapter. The outlet will be controlled by a handwheel control located at the pump operator's panel. An indicator will be provided to show the position of the valve.
0045097	Elbow, Right Side Outlets, 30 Degree, 3.00" FNST x 5.00" Storz w/Cap, Additional	**ADDITIONAL RIGHT SIDE OUTLET ELBOWS** The 3.00" outlet will be furnished with a 30 degree, 3.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.
0029137	Not Required, Outlet, Large Diameter	
0007308	Not Required, Elbow, Large Diameter Outlet	
0649939	Outlet, Front, 1.50" w/2" Plumbing	**FRONT DISCHARGE OUTLET** There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the right side of the front bumper. Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel. There will be automatic drains provided at all low points of the piping.
0004995	Outlet, Rear, 2.50"	**REAR DISCHARGE OUTLET** There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

0040286	Elbow, Rear Outlets, 30 Degree, 2.50" FNST x 2.50" MNST, VLH	**REAR OUTLET ELBOWS** The 2.50" discharge outlets, located at the rear of the apparatus, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 30 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092574	Not Required, Outlet, Rear, Additional	
0085695	Not Required, Elbow, Rear Outlets, Large, Additional	
0092573	Not Required, Outlet, Hose Bed/Running Board Tray	
0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	**DISCHARGE CAPS/ INLET PLUGS** Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets. Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size. The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.
0723042	Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	**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.
0091260	Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG12 Riser, Akron Valve, Handwheel	**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. The outlet will include an Akron valve with a handwheel control. **TELESCOPIC PIPING** The deluge riser piping will include a 12.00" Task Force Model XG12 Extend-A-Gun extension. This extension will be telescopic to allow the deluge gun to be raised 12.00" 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.
0095958	Deluge Outlet, Special Height/Location	**DELUGE OUTLET SPECIAL INSTRUCTIONS** The deluge gun outlet will be located same height as the top of the hose reel.
0543550	Monitor, TFT Crossfire XFC-42, (2) 2.5" Portable Base, Shaper, Quad Stack Tips	**MONITOR** A Task Force Crossfire Series XFC-42 monitor package will be properly installed on the deluge riser. The monitor package will include a Crossfire monitor with a 10.00" stream shaper and quad stack tips. A Safe-Tak portable base unit with two (2) 2.50" inlets will be provided. The monitor will be painted to match the body.
0047175	No Additional Nozzle Req'd	
0046857	Deluge Mount, For TFT Crossfire Monitor, TFT Manual Extend-A-Gun Only	The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.
0723726	Speedlay Module Not Required	
0722432	Hose Restraint Not Required, No Speedlay Module	

0723395		Speedlays, Not Required	
0723394		Speedlays, Not Required	
0029210		Crosslays Sngl Sheet, (2+) 1.50", Spl. Cap/Arrangement	**CROSSLAY HOSE BEDS, 1.50"** Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying full height to match the deadlay, both crosslays no wider than 7.50" clear and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve. Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus. The crosslay controls will be at the pump operator's panel. The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. Vertical scuffplates, constructed of stainless steel, will be provided at the front and rear ends of the bed on each side of vehicle. Crosslay bed flooring will consist of removable perforated brushed aluminum.
0092183		Deadlay(s) No Plumbing, Spl Capacity,	**DEADLAY HOSE BEDS** One (1) deadlay bed, without plumbing, will be provided above the pump compartment capable of carrying the clear width set at 9.00", match the height of the front crosslay bed, and make the deadlay the forward bed in front of the crosslays.. The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color. Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate. Deadlay bed flooring will consist of removable perforated brushed aluminum.
0549499	SP	Hose Restraint, X-lay/Speedlay/Deadlay, Vinyl, Seat Belt Buckle	**HOSE RESTRAINT SIDES** three (3) vinyl cover will be provided on each end of crosslay/speedlay/deadlay beds to secure the hose during travel. There will be one cover provided across each end to cover the entire end regardless of the number of beds covered. Color shall be black To secure hose during travel, vinyl end skirts with seat belt buckle style latches will be provided.
0029260		Not Required, Speedlays	
0750536		Hose Restr, Spdly, Not Required, No Spdly	
0075206		Cover, Crosslay, Bi-fold 3\16" Alum Treadplate	**CROSSLAY COVER** A bi-fold .19" aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface.
0019853		Crosslays, 8.00" Lower Than Standard - Control Zone w/9.00" Raised PH	**CROSSLAY 8.00" LOWER THAN STANDARD** The crosslays will be lowered 8.00" from standard.
0005216		Reel, Booster, Aluminum - Over Pump, Left Side	**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. 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.
0005280		Switches, Reel Rewind - (1) Each Pump Panel	Reel motor will be protected from overload with a circuit breaker rated to match the motor. Two (2) electric rewind control switches will be provided, one (1) installed on each pump panel.
0075300		Hose, Booster - 100' of 1.00"/800 PSI	Booster hose, 1.00" diameter and 100 feet, with chrome plated Barway, or equal couplings will be provided. Working pressure of the booster hose will be a minimum of 800 psi.
0025244		Capacity, Hose Reel 100' of 1"	Capacity of the hose reel will be 100 feet of 1.00" booster hose.

0007428	Nozzle for Booster Reel Not Req'd	
0515688	Gauge, Hose Reel, (Match Panel Gauges)	**PRESSURE GAUGE** There will be a pressure gauge provided for one (1) hose reel(s). The gauge will be located left side pump panel, see pump panel drawing. The gauge will match the discharge outlet gauges.
0021954	Cutout for Reel Access, One, w/ S/S Trim	**HOSEREEL ACCESS** A cutout will be provided in the side sheet next to the booster hose reel. This cutout will allow access to the hose and provide a window to view the reel. Stainless steel trim will be mounted horizontally and vertically around the cutout.
0622237	Roller Assembly, Additional	There will be one (1) additional polished stainless steel roller and guide assembly mounted RS.

0592633	Foam Sys, Husky 3, Single Agent	**HUSKY 3 FOAM PROPORTIONER** A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump. The design of the system will allow operation from draft, hydrant, or relay operation. **System Capacity** The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi. 100 gpm @ 3 percent 300 gpm @ 1 percent 600 gpm @ 0.5 percent Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity). **Control System** The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes. The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands. Three (3) 0.50" tall LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states. The indications will be: Solid Green - System On Solid Red - Valve Position Error Solid Yellow - Priming System Flashing Green - Injecting Foam Flashing Red - Low Tank Level Flashing Yellow - Refilling Tank The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump. **Hydraulic Drive System** The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one (1) unit. **Foam Concentrate Pump** The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction. A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails. **External Foam Concentrate Connection** An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank. **Panel Mounted External Pick-Up Connection / Valve** A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap. **Pick-Up Hose** A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose. **Discharges** The foam system will be plumbed to five (5) discharges. The discharges capable of dispensing foam will be front bumper, both x-lays, hose reel, rear body 2.50" discharge. **System Electrical Load** The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.
0012126	Not Required, CAF Compressor	

0592527	Refill, Foam Tank, Integral, Husky 3	**SINGLE FOAM TANK REFILL** The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.
0031896	Demonstration, Foam System, Dealer Provided	
0005446	Foam Cell, 20 Gallon, Not Reduce Water	**FOAM TANK** The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class B foam. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.
0894580	Drain, 1.00", Foam Tank #1, Husky 3 Foam System, "T" Swing Handle	**FOAM TANK DRAIN** The foam tank drain will be a 0.75" drain valve with a "T" swing handle. The drain will have 1.00" fittings located inside the pump/plumbing compartment.
0091079	Not Required, Foam Tank #2	
0091112	Not Required, Foam Tank #2 Drain	
0746447	Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up Two (02) Truck apparatus and/or similar Pierce job number. **PUMP OPERATOR'S PANEL DRAWING** A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc.., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents. Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion. **REMAINING PUMP PANEL(S)** Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc.., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s). The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved pump panel drawing(s) will become part of the contract documents. Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion. **COLOR CODED TAGS** A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents. **SPECIAL TEXT/VERBIAGE TAGS** A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line. The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

0032479	Pump Panel Configuration, Control Zone	**PUMP PANEL CONFIGURATION** The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.
0629252	Material, Pump Panels, Side Control Black Vinyl	**PUMP AND GAUGE PANEL** The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.
0721772	Panel, Pump Access - Right Side, Front, Side Control	**PUMP ACCESS** **Right Side Panel** The right side pump panel will be removable. **Panel Fastener** The right side removable panel will be secured using a black swell latch . The left side pump panels will be attached with screws. The right side lower panel (drain bank) will be secured using screws. **Front Pump House Access** The front of the pump house structure will have provisions for access to the pump.
0583824	Light, Pump Compt, Wln 3SC0CDCR LED White	**PUMP COMPARTMENT LIGHT** There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment. There will be a switch accessible through a door on the pump panel included with this installation.
0536401	Gauges, Engine, Included With Pierce Pressure Controller	Engine monitoring graduated LED indicators will be incorporated with the pressure controller.
0005601	Throttle, Engine, Incl'd w/Press Controller	
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	**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.
0549333	Indicators, Engine, Included with Pressure Controller	
0745568	Indicator Light, Pump Panel, Ok To Pump, Green	**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.
0553643	Control, Air Horn at Pmp Pnl, Red Switch	**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.
0005690	Gauges, 6.00" Master, Class 1, 30"-0 -600psi	**VACUUM AND PRESSURE GAUGES** The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©. The gauges will be a minimum of 6.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#. The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel. Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and polished stainless steel plugs. They will be marked with a label.
0008637	Gauge, 2.50" Pressure, Class 1, Special	**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 the dial will have white faces with black markings. Gauges will have a pressure rating of 30.00" 0-600 psi. The individual pressure gauge will be installed as close to the outlet control as practical.

0536428	Gauge, Water Level, Pierce, In pressure Controller	**WATER LEVEL GAUGE** An electric water level gauge will be incorporated in the pressure controller that registers water level by means of 9 LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing. To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25%, and will have "Down Chasing LEDs when the tank is almost empty. The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell.
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display	**ADDITIONAL WATER LEVEL GAUGE** There will be two (2) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed each side of the upper crew cab, as per the AD. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens. The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. The flash rate will be determined by the main water tank sensor. It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors. This module will be activated when the pump is in gear.
0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class "A"	**CLASS "A" FOAM LEVEL GAUGE** A Fire Research TankVision Pro model WLA360-A00 cell/tank level indicator kit will be installed on the pump operators panel. The kit will include an electronic indicator module, a pressure sensor, a 10' sensor cable and a tank vent. The indicator will show the volume of Class "A" foam concentrate in the cell/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 indicator case will be waterproof, manufactured of Polycarbonate/Nylon material and have a distinctive green 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 cell/tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low foam level warnings will include flashing LEDs at 1/4 cell/tank and down chasing LEDs when the cell/tank is almost empty. The indicator will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the foam cell/tank near the bottom. No probe will be placed on the interior of the cell/tank. Wiring will be weather resistant and have automotive type plug-in connectors.
0682503	Light Shield/Step 8", LED, P25 LED Stp Lt	**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 by the pump panel light switch. 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 applied. 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. The step light will be activated by the pump panel light switch.
0606694	Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	**AIR HORN SYSTEM** Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.
0606834	Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	**Air Horn Location** The air horns will be located on each side of the bumper, just outside of the frame rails.
0016065	Control, Air Horn, Horn Ring, PS Chrome Push Button	**Air Horn Control** The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

0602752	Siren, Wln 295HFS2 Remote, Single Amp, Other Speaker, Non-NFPA 2016	**ELECTRONIC SIREN** A Whelen 295HFS2, electronic remote siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and that emergency master switch is on. NFPA 1901, 2016 edition, Section 13.9.1.1 requires the siren manufacturer to certify the siren as meeting the requirements of SAE J1849, *Emergency Vehicle Sirens.* Per the fire department specification, the siren and siren speaker come from separate manufacturers and a certification is therefore not valid. The apparatus will be non compliant to NFPA 1901 standards at time of contract execution.
0510206	Location, Elect Siren, Recessed Overhead In Console	Electronic siren head will be recessed in the overhead console above the engine tunnel in the center.
0076156	Control, Elec Siren, Head Only	The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.
0601330	Speaker, (1) Federal, ES100C w/ESFMT-EF Recess Mnt & S/S Grille	**SPEAKER** There will be one (1) Federal Signal DynaMax®, Model ES100, 100 watt speaker provided. The speaker will use a Federal Signal, Model ESFMT-EF, recess mount with stainless steel grille. The speaker will be connected to the siren amplifier.
0601555	Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame,Outbrd (Pos 7)	The speaker will be recessed in the left side of the front bumper, towards the outside.
0895310	Siren, Federal Q2B	**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. When the chassis battery switch is on, and the emergency master switch is on, the Q2B siren will be activated by the following:
0006097	Location of Siren, Recessed in Bumper	The mechanical siren will be recessed in the front bumper on the right side. The siren will be properly supported using the bumper framework.
0748305	Control, Mech Siren, Multi Select	**MECHANICAL SIREN CONTROL** The mechanical siren will be activated by the following:
0748282	Control Mech Siren, Ft Sw LS	Left side foot switch.
0731979	Control Mech Siren, Push Button Sw, Chrome, RS	Right side chrome push button switch.
0734674	Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	A momentary rocker switch will be included in the right side overhead switch panel to activate the siren brake. There will be a red outline decal around the black rocker switch.
0897455	Sw, Siren Brake, Mom Rocker/Membrane, Red Outline, Lower Sw Pnl, Mux	A momentary switch with red outline around the black switch will be included in the lower switch panel to activate the siren brake.
0021826	Bracket, Wedge Style for Foot Switch, Each	**WEDGE STYLE FOOT SWITCH BRACKET** There will be one (1) wedge style bracket provided at the driver side for the air horn switch, place outboard side on cab the floor. The bracket will be large enough to hold one (1) foot switch. The bracket will be angled approximately 30 degrees.
0746353	Not Required, Warning Lights Intensity	

0607496	Lightbar, Wln, Freedom IV-Q, 81", RRRRRRRWRRWRRRRRRR	**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) red 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. One (1) red flashing LED module in the driver's side fifth front position. One (1) white flashing LED module in the driver's side sixth front position. One (1) red flashing LED module in the driver's side seventh front position. One (1) red flashing LED module in the passenger's side seventh front position. One (1) white flashing LED module in the passenger's side sixth front position. One (1) red flashing LED module 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) red 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 12 red flashing LED modules in the front positions may be load managed when the parking brake is applied.
0619608	Light, GTT, 794*M LED Multimode Opticom Emitter on Cab Roof, 2100 Controller	**TRAFFIC LIGHT CONTROLLER** There will be a GTT, Model 794*M Multimode LED Opticom™ traffic light infrared emitter / GPS antenna with national standard high priority remote mounted on the front edge of the cab just to the left side of the visor light. A Model 2100 control unit, measuring 7.25"L x 5.44"W x 1.63"H will be provided in the cab. The Opticom™ traffic light controller will be activated with the emergency master switch only. The Opticom™ traffic light controller will have no momentary activation switch. The Opticom™ traffic light controller will be disabled when the parking brake is applied.
0016380	No Additional Lights Req'd, Side Zone Upper	
0899300	Lights, Front Zone, Wln M6** M6RS M6RS M6**, Inside Steady Burn, 4lts Q Bez	**FRONT ZONE LOWER LIGHTS** There will be four (4) Whelen®, 4.31" high x 6.75" wide x 1.37" deep lights installed on the cab face above the headlights, in a common bezel matching the one for the headlamps per the following. One (1) Model M6** flashing light installed in the left side outside position. The left side outside warning light to include red LEDs. One (1) Model M6RS steady burning light installed in the left side inside position. The light will include red LEDs. One (1) Model M6RS steady burning light installed in the right side inside position. The light will include red LEDs. One (1) Model M6** flashing light installed in the right side outside position. The right side outside warning light to include red LEDs. The lens color(s) to be clear. The housing to be polished and the trim shall be chrome. There will be a switch in the cab on the switch panel to control the lights.
0653937	Flasher, Headlight Alternating	**HEADLIGHT FLASHER** The high beam headlights will flash alternately between the left and right side. There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on. The flashing will automatically cancel when the headlight (high or low beam) switch is activated or when the parking brake is set.
0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	**SIDE ZONE LOWER LIGHTING** There will be six (6) 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 of cab rearward of crew cab doors. The driver's side, side middle light to include red warning LEDs and the passenger's side, side middle 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 colors to be the same as the LEDs. There will be a switch in the cab on the switch panel to control the lights.

0750408	Lights, Side, Wln PS*01FCR LED 1st	**SIDE WARNING LIGHTS** There will be two (2) Whelen® Model PS*01FCR, 1.68" high x 11.11" wide x 0.52" deep flashing LED warning light(s) with chrome trim and clear lenses provided on the side of the apparatus, centered above the side scene lights above the EMS compartments, split the distance between the top of the lights and the drip rail. The light(s) to include red flashing LEDs. These lights will be controlled by the side zone lower switch in the cab. White LEDs will be deactivated when the parking brake is applied. Amber, blue, green and red LEDs may be load manages when the parking brake is applied.
0564654	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light Housing	**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 red 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.
0686562	Light, Rear Zone Up, Wln MCFLED2* LED	**REAR UPPER ZONE WARNING LIGHTS** There will be two (2) Whelen, Model MCFLED2* LED warning beacons provided at the rear of the truck, one (1) each side. The color of the lights will be: The rear upper light(s) on the driver's side to be red. The rear upper light(s) on the passenger's side to be red. All lenses will be clear. There will be a switch located in the cab on the switch panel to control the beacons.
0006551	Not Required, Lights, Rear Upper Zone Blocking	
0006615	Mtg, Rear Warn Lts, On Top of Compt	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.
0762435	Light, Traffic Directing, Wln TAL85, 46.87" Long LED, Lens Feature	**TRAFFIC DIRECTING LIGHT** There will be one (1) Whelen® Model TAL85 46.87" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus. The lens color will be the same color as the LED's. The control head will be included with this installation. The control head will be energized when the battery switch is on. The auxiliary flash not activated.
0529680	Location, Traf Dir Lt, Surface Mounted with Treadplate Box	This traffic directing light will be surface mounted with a treadplate box at the rear of the apparatus.
0530282	Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.
0519934	Not Required, Brand, Hydraulic Tool System	
0649753	Not Required, PTO Driven Hydraulic Tool System	
0007150	Bag of Nuts and Bolts	**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.

0602516	NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	**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.
0602407	Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	**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.
0027023	No Strainer Required	
0602538	Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	**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.
0602360	Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	**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.
0602679	Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	**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.

0602667	Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	**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.
0741569	Paint Process / Environmental Requirements, Appleton	**PAINT PROCESS** The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows: 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. 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. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded. 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. Sealer Primer - The Sealer Primer is applied prior to the Basecoat 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 topcoated. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up 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. After the cab and body are painted, the color will be verified 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 will be 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 painted 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. The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T.standard in critical areas. The manufacture's written paint standards will be available upon request. **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 are 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. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.
0709567	Paint, Single Color, Enforcer	**CAB PAINT** The cab will be painted #90 red.
0709845	Paint, Single Color, Body	**BODY PAINT** The body will be painted to match the lower section of the cab.

0646901	Paint Chassis Frame Assy, With Liner, E-Coat, Standard	**PAINT CHASSIS FRAME ASSEMBLY** The chassis frame assembly will be finished with primer and gloss paint to match the lower job color 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.
0693797	No Paint Required, Aluminum Front Wheels	
0693792	No Paint Required, Aluminum Rear Wheels	
0733739	Paint, Axle Hubs	**AXLE HUB PAINT** All axle hubs will be painted black #101.
0007230	Compartment, Painted, Spatter Gray	**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.
0544129	Reflective Band, 1"-6"-1"	**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" white stripe at the top with a 1.00" gap then a 6.00" white stripe with a 1.00" gap and a 1.00" white stripe on the bottom.
0007356	Reflective across Cab Face	The reflective band provided on the cab face will be at the headlight level.
0536954	Stripe, Chevron, Rear, Diamond Grade, Pumper	**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.
0567374	Stripe, Black Outline each Chevron Stripe @ Rear (Not Warranted)	**REFLECTIVE STRIPE OUTLINE** A black vinyl outline will be provided for each chevron stripe at the rear of the truck.
0017359	Stripe, Black Outline, Vinyl on Reflective Band	**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.
0022087	"Z" Ribbon, w/Shade in Reflective Stripe, Pair	**"Z" RIBBON IN REFLECTIVE STRIPE** "Z" type ribbon(s) will be added to the reflective stripe. Areas adjacent to the "Z" portion of the stripe will be shaded and highlighted with an air brush to give it a ribbon affect. There will be one (1) pair on the vehicle.
0065687	Stripe, Reflective, Cab Doors Interior	**CAB DOOR REFLECTIVE STRIPE** A 6.00" x 16.00" black 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.

0679831	Stripe, Sign Gold, Cab Sides, IPO Chrome Molding	**CAB STRIPE** There will be a Sign Gold stripe provided on both sides of the cab in place of the chrome molding.
0594559	Lettering Specifications, (Sign Gold Process)	**LETTERING** The lettering will be 22 karat gold vinyl.
0685936	Lettering, Sign Gold, 3.00", Each	**LETTERING** There will be sign gold lettering, 3.00" high, with outline and shade provided. There will be 24 letters provided.
0683995	Lettering, Vinyl, 24.00", Each	**LETTERING** There will be non-reflective vinyl lettering, 24.00" high, with no outline or shade provided. There will be three (3) letters provided.
0686002	Lettering, Reflective, 8.00", Each	**LETTERING** There will be reflective lettering, 8.00" high, with outline and shade provided. There will be nine (9) letters provided.
0686013	Lettering, Reflective, 6.00", Each	**LETTERING** There will be reflective lettering, 6.00" high, with outline and shade provided. There will be 11 letters provided.
0686018	Lettering, Reflective, 5.00", Each	**LETTERING** There will be reflective lettering, 5.00" high, with outline and shade provided. There will be four (4) letters provided.
0672805	Emblem, Maltese Cross, Reflective, 15"-17", Each	**MALTESE CROSS INSTALLATION** There will be two (2) maltese cross, comprised of reflective material, provided and installed front cab doors, each side per the LSP.
0755303	Artwork File, Provided on Custom USB Drive	**ARTWORK ON CUSTOM USB DRIVE** There will be a custom USB drive with department specific artwork files provided to the Fire Department. Stock artwork, or artwork developed exclusively by Pierce Manufacturing, and proprietary fonts will not be included on the USB drive.
0666414	Emblem, Freedom Flag, Each	**EMBLEM** There will be two (2) emblem(s), approximately 15.00" - 17.00" wide in size, installed per LSP. The emblem will feature a "Flying American Flag" and an "Eagle Head".
0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	**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.

0772037	Manual, Chassis Service, USB Flash Drive, Custom	**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.
0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	**CHASSIS OPERATION MANUAL** The chassis operation manual will be provided on one (1) USB flash drive.
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	**ONE (1) YEAR MATERIAL AND WORKMANSHIP** A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	**ENGINE WARRANTY** A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	**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.
0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	**FIFTY (50) YEAR STRUCTURAL INTEGRITY** The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY** The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.
0733306	Warranty, Single Axle, 5 Year, Meritor General Service, WA0384	**SINGLE REAR AXLE FIVE (5) YEAR MATERIAL AND WORKMANSHIP WARRANTY** A Meritor™ Axle 5 year limited warranty will be provided.
0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	**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.
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	**TEN (10) YEAR STRUCTURAL INTEGRITY** The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.
0744240	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.
0524627	Warranty, Electronics, 5 Year, MUX, WA0014	**FIVE (5) YEAR MATERIAL AND WORKMANSHIP** The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.
0695416	Warranty, Pierce Camera System, WA0188	**CAMERA SYSTEM WARRANTY** A Pierce fifty four (54) month**warranty will be provided for the camera system.**
0647720	Warranty, Pierce LED Strip Lights, WA0203	**COMPARTMENT LIGHT WARRANTY** The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	**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.
0685945	Warranty, Transmission Cooler, WA0216	**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.
0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	**WATER TANK WARRANTY** A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.
0596025	Warranty, Structure, 10 Year, Body, WA0009	**TEN (10) YEAR STRUCTURAL INTEGRITY** The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.
0693126	Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	**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.
0892410	Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0388	**PUMP WARRANTY** A Hale pump limited warranty certificate, WA0388, is included with this proposal.
0648675	Warranty, 10 Year S/S Pumbing, WA0035	**TEN (10) YEAR PUMP PLUMBING WARRANTY** The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.
0657990	Warranty, Foam System, Husky 3, WA0231	**FOAM SYSTEM WARRANTY** The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	**TEN (10) YEAR PRO-RATED PAINT AND CORROSION** A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.
0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	**ONE (1) YEAR MATERIAL AND WORKMANSHIP** The Pierce graphics fading and deterioration limited warranty limited warranty certificate, WA0168, is included with this proposal.
0683627	Certification, Vehicle Stability, CD0156	**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.
0736243	Certification, Engine Installation, Enforcer, Cummins X12, 2021, CD0170	**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.
0686786	Certification, Power Steering, CD0098	**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.

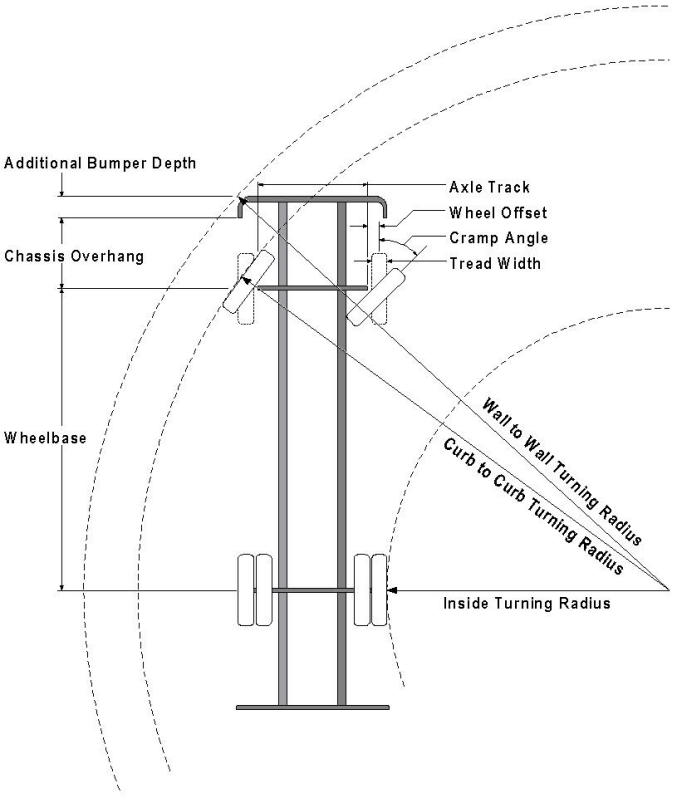
0631980	Certification, Cab Integrity, Saber FR/Enforcer, CD0130	**CAB INTEGRITY CERTIFICATION** The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below: European Occupant Protection Standard ECE Regulation No.29. SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. **Roof Crush** The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. **Side Impact** The same cab will be subjected to dynamic preload where a 13,275-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident. **Frontal Impact** The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420. **Additional Frontal Impact** The same cab will withstand a frontal impact of 65,200 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420) The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.
0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	**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.
0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	**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.
0631974	Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	**ELECTRIC WINDOW DURABILITY CERTIFICATION** Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.
0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	**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.

0735949	Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	**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.*
0545073	Amp Draw Report, NFPA Current Edition	**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).
0002758	Amp Draw, NFPA/ULC Radio Allowance	
0799248	Appleton/Florida BTO	
0000018	PUMPER, 2ND GEN	
0000012	PIERCE CHASSIS	
0004713	ENGINE, OTHER	
0046396	EVS 4000 Series TRANSMISSION	
0020012	HALE PUMP	
0020009	POLY TANK	
0028048	FOAM SYSTEM	
0020006	SIDE CONTROL	
0020007	AKRON VALVES	
0020015	ABS SYSTEM	
0658751	PUMPER BASE	

Turning Performance Analysis

09/15/2022

Bid Number: 905
Department: Pacific Grove Fire Department
Chassis: Enforcer Chassis
Body: Pumper, Medium, Aluminum, 2nd Gen



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:	13 in.
Front Overhang:	78.95 in.
Wheelbase:	191.5 in.

Calculated Turning Radii:

Inside Turn:	14 ft. 11 in.
Curb to curb:	28 ft. 11 in.
Wall to wall:	32 ft. 10 in.

Category	Option	Description
Tires, Front	0802633	Tires, Front, Goodyear, Armor Max MSA, 385/65R22.50, 18 ply, Fire Ser. Load Rtg
Axle, Front, Custom	0630705	Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer
Bumpers	0606557	Bumper, 13" Extended, Saber FR/Enforcer
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.

Electrical Analysis

9/15/2022

Bid #: 905

Desc: One (1) 1500 Enforcer Pumper (duplicate to 35147)

Customer: Pacific Grove Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0001244	High Idle w/Electronic Engine, Custom		0.00	1.20	0.00
0002638	Gauge, Air Pressure, Brake Application		0.00	0.00	0.08
0005216	Reel, Booster, Aluminum - Over Pump, Left Side		0.00	36.00	0.00
0010670	ABS Wabco Brake System, Single rear axle		0.00	6.00	0.00
0016065	Control, Air Horn, Horn Ring, PS Chrome Push Button		0.00	0.83	0.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0098841	Batteries, (6) Deka Grp 31, 1000 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
0561471	Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing		0.00	3.20	0.00
0583824	Light, Pump Compt, Wln 3SC0CDCR LED White		0.00	0.36	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
0592633	Foam Sys, Husky 3, Single Agent		0.00	55.00	0.00
0602637	Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016		0.00	0.50	0.00
0604028	Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable		0.00	0.00	0.00
0604354	Gauge, Foam Level, FRC, Tank Vision Pro, WLA 360-A00, Class		0.00	0.00	1.23
0619608	Light, GTT, 794*M LED Multimode Opticom Emitter on Cab Roof,		0.00	0.03	0.00
0630636	Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber		0.00	26.00	0.00
0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer		0.00	180.00	0.00
0653526	Camera, Pierce, Driver Mux, Rear Camera Only		0.00	1.20	0.00
0653937	Flasher, Headlight Alternating		0.00	0.00	0.08
0677696	Intercom, Sigtronics US-45S, 4-Pos, 2-Radio, D,O,2C		0.00	0.00	0.08
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0750408	Lights, Side, Wln PS*01FCR LED 1st		0.00	0.96	0.64
0766906	Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st		0.00	0.00	12.00
0768059	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd		0.00	0.00	24.00
0768061	Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st		0.00	0.00	24.00
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st		0.00	0.00	13.00
0803875	Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear		0.00	0.00	2.00
0891871	Wireless Router, Cradlepoint IBR900, Netcloud, Panorama, Sub1		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	30.00
0548006	Wiring, Spare, 15 A 12V DC 2nd	Load Managed	0.00	0.00	60.00
0548007	Wiring, Spare, 15 A 12V DC 3rd	Load Managed	0.00	0.00	60.00
0585914	Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025	Load Managed	0.00	0.00	140.00
0722696	HVAC, Enforcer, CARE	Load Managed	0.00	0.00	100.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0023650	LS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0063658	RS 152" Rollup, Full Height Front & Rear, FDLER	NFPA	4.50	0.00	4.50
0073701	Compt, Rear, Rollup, 44.50", 31.88" D	NFPA	0.90	0.00	0.90
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0536401	Gauges, Engine, Included With Pierce Pressure Controller	NFPA	0.30	0.00	0.00
0536428	Gauge, Water Level, Pierce, In pressure Controller	NFPA	1.23	0.00	0.00
0563675	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	NFPA	0.35	0.00	0.00
0564654	Lights, Rear Zn Lwr, Wln M6*, Colored Lens, For Tail Light	NFPA	1.80	2.70	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

9/15/2022

Bid #: 905

Desc: One (1) 1500 Enforcer Pumper (duplicate to 35147)

Customer: Pacific Grove Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0602752	Siren, Wln 295HFS2 Remote, Single Amp, Other Speaker, Non-	NFPA	1.40	12.60	0.00
0603606	Cab Instruments, Ivory Gauges, Chrome Bezels, Enf MUX	NFPA	1.26	0.00	0.00
0604324	Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	NFPA	1.00	0.00	0.00
0607496	Lightbar, Wln, Freedom IV-Q, 81", RRRRRRRWRRWRRRRRRR	NFPA	6.48	2.48	14.88
0615386	Vehicle Information Center, 7" Color Display, Touchscreen, MUX	NFPA	1.20	0.00	0.00
0617802	Lights, Perimeter, TecNiq T10-LC00-1 15" LED	NFPA	1.56	0.00	0.00
0617901	Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	NFPA	0.80	0.00	0.00
0620054	Light, Directional/Marker, Intermediate, Weldon 9186-8580-29	NFPA	0.10	0.90	0.00
0625210	Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED,	NFPA	0.12	0.00	0.00
0625953	Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts,	NFPA	0.70	0.70	0.00
0626579	Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear	NFPA	0.80	0.00	0.00
0626588	Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	NFPA	1.60	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0647802	Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber	NFPA	0.35	0.00	0.00
0648332	Cab, Enforcer, 7010	NFPA	6.80	10.20	0.00
0661576	Lights, Step, P25 LED 4lts, Perimeter Scene Lt Sw	NFPA	1.00	0.00	0.00
0682503	Light Shield/Step 8", LED, P25 LED Stp Lt	NFPA	4.00	0.00	0.00
0686562	Light, Rear Zone Up, Wln MCFLED2* LED	NFPA	3.00	0.00	0.00
0721609	Controller, Pressure, Pierce LCD, Custom Chassis	NFPA	1.70	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
0747228	Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts	NFPA	5.40	8.10	0.00
0758340	DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rr Axle, Common	NFPA	0.60	11.40	0.00
0762435	Light, Traffic Directing, Wln TAL85, 46.87" Long LED, Lens	NFPA	2.52	2.52	0.00
0768474	Lights, Hose Bed, Below Alum Cvr, Amdor AY-LB-12HW040, 40"	NFPA	2.40	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
0801886	Trans, Allison 6th Gen, 4500 EVS P, Imp/Vel/Enf	NFPA	2.00	2.00	0.00
0804514	Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw	NFPA	0.83	2.49	0.00
0805690	Lights, Walk Surf, 4-P25 LED, Hose Bed Walkway Area, Mounted	NFPA	0.56	0.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0890021	Cabinet, Rear Facing, RS, 22.75 W x 25 H x 24 D, Ext Acc Only,	NFPA	0.28	0.28	0.00
0890022	Cabinet, Rear Facing, LS, 22.75 W x 25 H x 26 D, Ext Acc Only,	NFPA	0.28	0.28	0.00
0892638	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	NFPA	1.00	0.00	0.00
0892649	CZ Connect Telematics	NFPA	1.61	0.00	0.00
0893805	Engine, Cummins X12, 525 hp, 1695 lb-ft, W/OBD, EPA 2021,	NFPA	10.00	0.00	0.00
0899300	Lights, Front Zone, Wln M6** M6RS M6RS M6**, Inside Steady	NFPA	3.60	5.40	0.00
0121711	Alternator, 320 amp, Leece-Neville 4962PA, Sgl Sys	S	0.00	0.00	0.00
		Load Totals:	**97.17**	**484.43**	**491.89**

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: 182.00

Alternator Output at Governed Speed: 277.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

Electrical Analysis

9/15/2022

Bid #: 905

Desc: One (1) 1500 Enforcer Pumper (duplicate to 35147)

Customer: Pacific Grove Fire Department

Option: Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT

Job #:

Sales Rep: Myers, Rich

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Minimum Continuous Load	
Supply:	182.00
Demand:	97.17
Variance:	84.83

Total Connected Load	
Supply:	277.00
Demand:	199.06
Variance:	77.94

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

GOLDEN STATE
FIRE APPARATUS

DEALER SUPPLIED EQUIPMENT AND/OR SERVICES

Bid #905

DEALER SUPPLIED EQUIPMENT and/or SERVICES

The following items and/or services will be provided by Golden State Fire Apparatus Inc. (GSFA) prior to final delivery:

LICENSED MANUFACTURER

The State of California Vehicle Code, section 11701 requires "every manufacturer of a vehicle subject to registration shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number". The manufacturer has a current license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

LICENSED DEALERSHIP

The State of California Vehicle Code, section 11701 requires a "dealer in vehicles of a type subject to registration, shall make application to the Department of Motor Vehicles (DMV) for a license containing a general distinguishing number". Golden State Fire Apparatus, Inc. has a current license at time of bid as outlined above and is available upon request. Temporary licenses are not acceptable.

LICENSED SALES REPRESENTATIVE

The State of California Vehicle Code, section 11800 requires that it shall be "unlawful for any person to function as a vehicle salesperson without having first procured a license issued by the Department of Motor Vehicles (DMV)". The representative has a current vehicle salespersons license at time of proposal and shall provide a copy upon request. Temporary licenses are not acceptable.

VEHICLE REGISTRATION

The State of California Vehicle Code section 11739 requires that the "dealer of a new motor vehicle sale is responsible for applying for the title, securing vehicle registration, and obtaining license plates for the Customer" through the Department of Motor Vehicles (DMV). Golden State Fire Apparatus, Inc. is a factory-authorized dealer of the vehicle being sold and is authorized to register with the State of California as a new vehicle manufacturer.

Once the contract has been paid in full, including any change orders, GSFA will make all necessary applications and complete all transfer papers, including applying for California Exempt "E" license plates.

WEEKLY PROGRESS PHOTOGRAPHS

GSFA will provide weekly photographs of the apparatus or the major components as they are being constructed. The photographs will commence at the start of the manufacturing process and will continue through production by the manufacturer. The reports will show the progress of the apparatus through the course of each week. Special attention will be given to show the unique features and aspects of the apparatus as construction progresses.

PRE-CONSTRUCTION, FACTORY TRIP

A pre-construction trip to the manufacturing facility will be provided for four (4) Customer representative(s). The intent of this trip is to review and finalize, in detail, the specifications prior to the start of production. The pre-construction trip will have a duration of three (3) days and two (2) nights and be scheduled at times mutually agreed upon between GSFA and the Customer. Costs for airfare, lodging, meals, and ground transportation while at the manufacturer's location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco, or San Jose.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will

be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

Please note that one (1) factory pre-construction trip has been priced for the two (2) units being proposed between Pacific Grove and Carmel-By-The-Sea (meaning that the cost for this inspection trip, has been spread evenly over two (2) units).

FINAL INSPECTION, FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for four (4) Customer representative(s). The intent of this trip is to ensure that the apparatus is built to specification and to detect any deficiencies that require correction. The final inspection trip will have a duration of four (4) days and three (3) nights and be scheduled at times mutually agreed upon between GSFA and the Customer. Costs for airfare, lodging, meals, and ground transportation while at the manufacturer's location will be the responsibility of GSFA. Air travel will be from one of the following airports: Sacramento, San Francisco, or San Jose.

Costs such as Customer ground transportation in California, Customer airport parking, Customer luggage fees and Customer incidentals while traveling to the factory will be the responsibility of the Customer. Flight reservations are non-refundable and in the event of a cancellation after booking, the Customer will be responsible for all costs associated with this cancellation, which may include not only the original ticket cost but also any change or cancellation fees imposed by the airline and/ or travel agency. Flight reservations are also non-transferable.

Please note that one (1) factory final inspection trip has been priced for the two (2) units being proposed between Pacific Grove and Carmel-By-The-Sea (meaning that the cost for this inspection trip, has been spread evenly over two (2) units).

ELECTRONIC MOUNTING ALLOWANCE

An electronic (two-way radio, etc.) mounting allowance of $2,500.00 is included in the bid price to cover the cost of mounting the applicable equipment per the direction of the City of Pacific Grove. If the mounting allowance is exceeded, additional work can be performed at the current published shop rate. Any unused portion of this allowance will be credited back on the final invoice or reimbursed in the form of a check to the City of Pacific Grove.

LOOSE EQUIPMENT MOUNTING ALLOWANCE

A loose equipment mounting allowance of $10,000.00 is included in the bid price to cover the cost of mounting the applicable equipment per the direction of the City of Pacific Grove. If the mounting allowance is exceeded, additional work can be performed at the current published shop rate. Any unused portion of this allowance will be credited back on the final invoice or reimbursed in the form of a check to the City of Pacific Grove.

CHANGE ORDER / CONTINGENCY FUND

A change order / contingency fund in the sum of $10,000 is included in the bid price to cover the cost of change orders, unforeseen items or required work that may come up during construction. Any unused portion of this fund will be credited back on the final invoice or reimbursed in the form of a check to the City of Pacific Grove.

DELIVERY TO AUTHORIZED SERVICE FACILITY

GSFA will, at their expense, deliver the apparatus (including any applicable equipment, spare parts, and supplies) to their Northern California facility in Sacramento for a dealer preparation inspection.

To ensure proper break in of all components while still under warranty, the apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable.

PRE-DELIVERY SERVICE

After transportation from the factory and prior to delivery, the apparatus will receive a pre-delivery service to confirm proper operation and correction of any issues found as a result of said inspection. The Golden State Fire Apparatus, Inc. pre-delivery service consists of the following:

- Engine Compartment and Undercarriage – Check for any broken mounting brackets and inspect for correct capacities of the following (if applicable): engine oil, coolant, power steering fluid, washer reservoir fluid, transmission fluid, rear end fluid, pump transmission oil, and primer oil.

- Interior – Operate all doors, windows, and locks for proper adjustment. Check upholstery.

- Exterior – Repair reasonable paint scratches or chips. Tighten any loose hardware and inspect tires and wheels for proper pressure and lug torquing.

- Road Test – With the water tank (if applicable) full, the apparatus will be driven approximately twenty miles which allows the drive train components to get up to operating temperature. Road test will be on both city and highway roads. A DOT compliant brake test will be conducted to ensure the system is holding air. The brake condition and wheel seals will also be inspected.

- Electrical - Operate all lights, sirens, and other electrical accessories to verify operation.

- Pump - If applicable, vacuum test the pump to hold for 15 minutes. After vacuum test, operate the relief valve, transfer valve and check pump shift. Check water tank for leaks and inspect water level gauge for calibration. With discharge caps loose, rapid test all individual gauges and main gauges for calibration. Lubricate valve rods.

- Foam System – If applicable, tighten caps and connect foam lines. Test selector, valves, metering valve and operation of foam system (including flush).

- Fuel Tank - Fuel tank will be filled at the dealership location prior to final delivery.

- DEF Tank - DEF tank will be filled at the dealership location prior to final delivery.

- Wash - The apparatus will be thoroughly washed at the dealership location prior to final delivery.

FINAL DELIVERY (CUSTOMER LOCATION)

GSFA will, at their expense, deliver the Product (including any applicable equipment, spare parts, and supplies) to the Customer specified address once completed. Prior to delivery of the Product, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA will not release the Product to the Customer until such proof of insurance is provided.

It is the responsibility of the Customer to have any outstanding balance due, paid in full to GSFA, prior to or at the time that the Product is complete and ready to deliver. If payment is late or delivery is delayed pending payment, a daily finance charge of $150.00 and a daily storage fee of $50.00 may apply until such payment is received.

Due to insurance liability, the Product will not be delivered without full acceptance and full payment (or prior written agreement between the Customer and GSFA).

END OF DEALER SUPPLIED EQUIPMENT and/or SERVICES

PRODUCT WARRANTIES

Exhibit “C”

Bid #905

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.

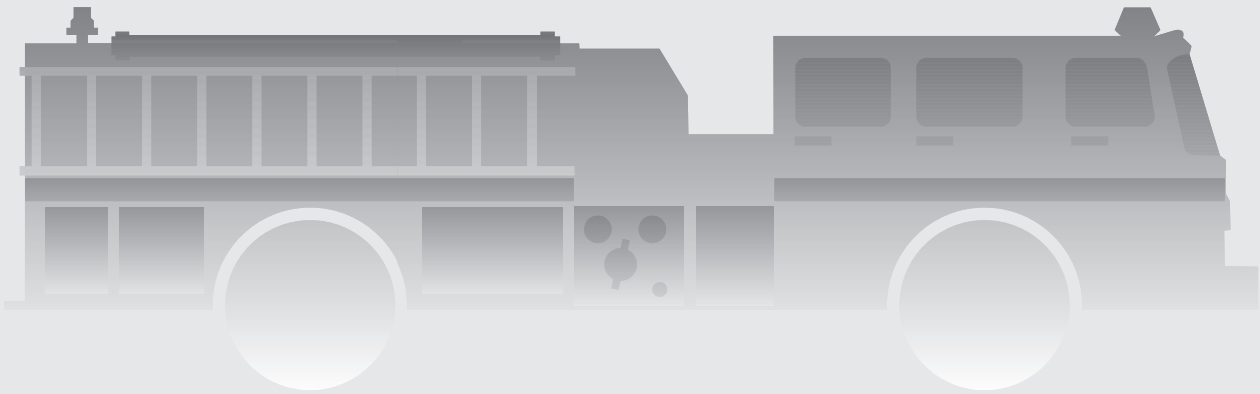
Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT 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.

Cummins Inc.
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Columbus, IN 47202-3005
U.S.A.

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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.

2/8/2010 WA0013

Fire and Rescue Apparatus

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.

12/16/2013 WA0050

SUPPLIER

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the purchaser who first puts the product in service ("Buyer"):

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor 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.

6/29/2020 WA0384

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2020 VEHICLES

MERITOR®

WARRANTY INFORMATION CONTENTS

Effective Model Year 2020 Vehicles

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-967	MFS-12-122B-N	MFS-12-132C-N	MFS-13-122B-N	MFS-13B-122C-N
FF-941	FG-941	MFS-12-122C-N	MFS-12E-132B-N	MFS-13-122C-N	MFS-13B-132B-N
FF-942	FG-943	MFS-12E-122A-N	MFS-12E-132C-N	MFS-13-132B-N	MFS-13B-132C-N
FF-943	MFS-10-122A	MFS-12E-122B-N	MFS-12-143A-N	MFS-13-132C-N	MFS-14-122A-N
FF-944	MFS-10-143A-N	MFS-12E-122C-N	MFS-12E-143A-N	MFS-13-143A-N	MFS-14-124A-N
FF-961	MFS-10-144A-N	MFS-12-124A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-14-143A-N
FF-966	MFS-12-122A-N	MFS-12-132B-N	MFS-13-122A-N	MFS-13B-122B-N	MFS-14-144A-N

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-145	RS-23-160
MS-19-14X	RS-21-160	RS-23-161
MS-21-144	MS-23-17X	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-14XHE
RT-40-145/A	MA-40-175	MT-40-144/P
RT-40-160/P[1,2]	MT-34-14X/P	MT-40-943
RT-46-160/P[1,2]	MT-40-14T/P	MT-40-943-SP
RT-46-164EH/P[1,2]	MT-40-14X/P	RZ-166[2]
RT-50-160/P[1,2]	MT-40-14X/P	RZ-188

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L
EX+ Air Disc Brake Extended Standard Warranty[3]	5/500/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

[3] Applies only to MA761 friction material code CD brake assembly i.e. EX225LXXXCDXXX

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Trailer
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-943	MFS-8-163B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-16-143A-N
FF-941	MFS-6-151A-N	MFS-10-122A	MFS-12-132C-N	MFS-13B-132B-N	MFS-18-133A-N
FF-942	MFS-6-153B-N	MFS-10-143A-N	MFS-12E-132C-N	MFS-13B-132C-N	MFS-18-135A-N
FF-943	MFS-6-162B-N	MFS-10-144A-N	MFS-12-143A-N	MFS-13-143A-N	MFS-18-193A-N
FF-944	MFS-6-153C-N	MFS-12-122A-N	MFS-12-144A-N	MFS-13-144A-N	MFS-20-133A-N
FF-946	MFS-6-162C-N	MFS-12E-122A-N	MFS-12E-143A-N	MFS-14-122A-N	MFS-20-135A-N
FF-961	MFS-7-113C-N	MFS-12-122B-N	MFS-13-122A-N	MFS-14-124A-N	MFS-20-192A-N
FF-966	MFS-7-153C-N	MFS-12E-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N
FF-967	MFS-7-163C-N	MFS-12-122C-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N
FG-941	MFS-8-113B-N	MFS-12E-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N
FH-941	MFS-8-143A-N	MFS-12-124A-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N
FH-946[1]	MFS-8-153B-N	MFS-12-132B-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N
FL-941					

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-14X	RC-23-160	RS-24-160	MS-30-616-SP
MS-17-14X	MS-21-144	RC-23-161	RC-25-160	RS-35-380
MS-19-13X	MS-23-17X	RC-23-162[1]	RS-26-185	71162
MS-19-14X	RS-21-145/A	RC-23-165[1]	MS-26-616	71163
RS-17-144/145/A	RS-21-160	RS-23-160	MS-26-616-SP	79163
RS-19-144/145/A	RC-22-145	RS-23-161	RS-30-185	
MS-21-13X	RC-22-145/A	RS-23-186	MS-30-616	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-40-14XHE	RT-44-145/P	MT-58-616
RT-34-144/P/A	MT-40-144/P	RT-46-169	RT-58-185[1]
MT-40-14T/P	RT-40-145/A	MT-52-616	MT-70-380
MT-40-14X/P	MT-44-14X/P	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P	RT-50-160/P
RT-46-160/P	RZ-166
RT-46-164EH/P	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Transmission – 1/Unl/P&L

516	FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5/P&L
AxlePak7[5]	7/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/Unl/P, 1/Unl/L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/Unl/P, 1/Unl/L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7/P&L
Beam and Brackets	7/P, 1/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	5/P, 3/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl/P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/Unl/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

- Airport Rescue Fire Fighting (ARFF)
- Airport Shuttle*
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Mixer
- Demolition
- Drill Rig
- Dump
- 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
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- 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
- Utility Truck
- Winch Truck

*Commercial chassis only

Heavy Service/Specialty Vehicle Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FL-941	MFS-10-143A-N	MFS-12-143A-N	MFS-13-144A-N	MFS-18-193A-N	MX-12-120
FF-941	FL-943	MFS-10-144A-N	MFS-12-144A-N	MFS-13-155	MFS-20-133A-N	MX-12-120 EVO
FF-942	MFS-6-151A-N	MFS-12-122	MFS-12-155	MFS-14-122	MFS-20-135A-N	MX-14-120
FF-943	MFS-6-153B	MFS-12E-122	MFS-13-122	MFS-14-124A-N	MFS-20-192A-N	MX-16-120
FF-944	MFS-6-162B	MFS-12-122B-N	MFS-13-122B-N	MFS-14-143A-N	MFS-20-193A-N	MX-18-120
FF-946	MFS-6-162C	MFS-12E-122B-N	MFS-13B-122B-N	MFS-14-144A-N	MFS-22-135A-N	MX-17-140
FF-961	MFS-7-113C-N	MFS-12-122C-N	MFS-13-122C-N	MFS-16-122A-N	MFS-22H-135A-N	MX-19-140
FF-966	MFS-7-153C-N	MFS-12E-122C-N	MFS-13B-122C-N	MFS-16-133A-N	MFS-22-193A-N	MX-21-140
FF-967	MFS-7-163C-N	MFS-12-124A-N	MFS-13-132B-N	MFS-16-135A-N	MFS-22H-193A-N	MX-21-160
FG-941	MFS-8-113B-N	MFS-12-132B-N	MFS-13B-132B-N	MFS-16-143A-N	RF-16-145	MX-23-160
FG-943	MFS-8-153B-N	MFS-12E-132B-N	MFS-13-132C-N	MFS-18-133A-N	RF-21-160	MX-810
FH-941	MFS-8-163B-N	MFS-12-132C-N	MFS-13B-132C-N	MFS-18-135A-N	MX-10-120	
FH-946	MFS-10-122A	MFS-12E-132C-N	MFS-13-143A-N	MFS-18-192A-N	MX-10-120 EVO	

Front Drive/Non-Drive Steer Axles – 1/Unl/P&L

MX-08-130-FV (FSD-08A)	MX-16-130-FV (FSD-16A)	MX-21-130-SD (SDA-2100)
MX-10-130-FV (FSD-10A)	MX-18-130-FV (FSD-18A)	MX-23-130-FV (FSD-23A)
MX-12-130-FV (FSD-12A)	MX-18-130-SD (SDA-1800)	MX-23-130-SD (SDA-2300)
MX-13-130-FV (FSD-13A)	MX-20-130-FV (FSD-20A)	MX-29-130-FV (FSD-29A)
MX-14-130-FV (FSD-14A)	MX-21-130-FV (FSD-21A)	

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-21-160	RS-24-160	MS-35-380
RS-17-144/145/A	RC-22-145	RS-25-160	RS-38-380
MS-19-14X	RC-23-160	MS-26-616	RC-25-160
RS-19-144	RH-23-160	MS-26-616-SP	RC-26-633
MS-21-114	RS-23-160	RS-26-185/380	MT-58-616
MS-21-14X	RC-23-161	MS-30-616	MT-58-616-SP
RS-21-145	RS-23-161	MS-30-616-SP	
RS-21-145/A	RS-23-186/380	RS-30-185/380	

Rear Drive Axles – 1/Unl/P&L

11170	RND-14H
523	RND-16A

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Transmission – 1/Unl/P&L

516
FAT 30

PTO – 1/Unl/P&L

MPT-318	MPT-526	MPT-1702
MPT-500	MPT-531	MPT-175
MPT-510	MPT-543	MPT-185
MPT-518	MPT-170	MPT-190

HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
RT-58-160
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Rear Drive Tandem/Tridem - 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]
RZ-166

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Gearboxes – 1/Unl/P&L

MGX-240
MGX-279
MGX-279D
MGX-280
MGX-285
MGX-292
MGX-314
MGX-376
MGX-377
MGX-378
MGX-380
MGX-384
MGX-402
MGX-413
MGX-448
MGX-456
MGX-478
MGX-480
MGX-487
MGX-488
MGX-505
MGX-506
MGX-514
MGX-519
MGX-520
MGX-522
MGX-524
MGX-527
MGX-528
MGX-533
MGX-534
MGX-536
MGX-537
MGX-541
MGX-545
MGX-546
MGX-550

Transfer Cases – 1/Unl/P

MTC-4213
MTC-4210
MTC-4208
MTC-4206-FV (TC-38)
MTC-3106-FV (TC-137)
MTC-3111 (T-2111)
MTC-3112-CV (529 & 548C)
MTC-3116 (T-2111)
MTC-3118-FV (TC-180 & TC-180-23)
MTC-3118-CV (358)
MTC-3120-FV (TC-143)
MTC-3124 (T-2119)
MTC-3205-GV (MTC-25/247)
MTC-3205-GV (MTC-25/350)
MTC-3205-GV (RTC-25/350)
MTC-3206-FV (TC-237)
MTC-3206-CS (544)
MTC-3208-GV (RTC-50)
MTC-3209-GV (RTC-60/420)
MTC-3209-GV (RTC-60/380)
MTC-3209-GV (MTC-60/420)
MTC-3209-GV (MTC-60/380)
MTC-3212-CV (315 & 548B)
MTC-3312-FV (TC-270)
MTC-3220-FC (TC-142)
MTC-2212-CV (306)

FIRE AND EMERGENCY WARRANTY INFORMATION

Fire and Emergency Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Command Vehicle
- Crash Fire Rescue (CFR)
- Pumper
- Rapid Intervention Vehicle (RIV)
- Tanker

Fire and Emergency Typically Is

- Lower mileage operations (less than 20,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/Unl/P&L

FL-941	MFS-18-193A-N	MFS-22-135A-N
FL-943	MFS-20-133A-N	MFS-22H-135A-N
MFS-18-133A-N	MFS-20-135A-N	MFS-22-193A-N
MFS-18-135A-N	MFS-20-193A-N	MFS-22H-193A-N

Front Drive Steer Axles – 2/Unl/P&L

MX-19140	MX-21160	MX-23810
MX-21140	MX-23160	

Rear Drive Single Axles – 5/Unl/P&L

RC-23-160	RS-23-186	RS-26-185	RS-25-160
RS-23-160	RS-24-160	RS-30-185	
RS-23-161	RC-25-160	RS-35-380	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem/Tridem Axles – 5/Unl/P&L

MT-40-14X/P	RT-44-145/P	MT-52-616
MT-40-144/P	RT-46-160/P	RT-52-185[1]
RT-40-145/A	RT-46-164EH/P	MT-58-616
RT-40-160/P	RT-46-169	RT-58-185[1]
MT-44-14X/P	RT-50-160/P	MT-70-380

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.

Drivelines

RPL	4/400/P, 1/Unl/L
MXL	3/350/P, 1/Unl/L
155N	1/Unl/P
92N	1/Unl/P

Transfer Cases – 1/Unl/P

MTC-4208	MTC-3111 (T-2111)
MTC-4210	MTC-3116 (T-2111)
MTC-4213	MTC-3124 (T-2119)

TRANSIT BUS WARRANTY INFORMATION

Transit Bus Vehicles

- Airport Shuttle
- City Bus
- Commuter Coach
- Shuttle Bus
- Transit Bus
- Trolley

Transit Bus Typically Is

- Moderate mileage operation (less than 50,000 miles per year)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 5/300/P&L

FH-946	MFS-12-155
FH-941[1]	MFS-13-155

[1] Commuter coach only – 2/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160	79163	RS-21-160
RC-23-161	RC-23-162[1]	
71163	RC-23-165[1]	

[1] Commuter coach only – 2/Unl/P&L

Brake Components

Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™[1]	2/100/P&L
ASA[1]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.

Drivelines

RPL	3/Unl/P, 1/Unl/L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Center Non-drive Axles – 5/300/P&L

MC-26000
71063
79063

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Contact Meritor regarding specific application approval questions on any product line.

Drivelines – 1/Unl/P

RPL	MXL

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-144A-N	MFS-18-193A-N
FF - 943	MFS-13-143A-N	MFS-20-133A-N
FF - 961	MFS-13-144A-N	MFS-20-135A-N
FF - 966	MFS-14-143A-N	MFS-20-192A-N
FG - 941	MFS-16-122A-N	MFS-20-193A-N
FG - 943	MFS-16-133A-N	MFS-22-135A-N
FL - 941	MFS-16-135A-N	MFS-22H-135A-N
FL - 943	MFS-16-143A-N	MFS-22-193A-N
FN - 951	MFS-18-133A-N	MFS-22H-193A-N
MFS-12-143A-N	MFS-18-135A-N	MON-Z0 FAMILY

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

Planetary Axles – 1/Unl/P

MOB	MOF	MOS	MOZ
MOC	MOG	MOT	
MOD	MOH	MOX	
MOE	MOR	MOY	

Gearboxes – 1/Unl/P&L

MGX-240	MGX-376	MGX-448	MGX-506	MGX-528	MGX-546
MGX-279	MGX-377	MGX-456	MGX-514	MGX-533	MGX-550
MGX-279D	MGX-378	MGX-478	MGX-519	MGX-534	
MGX-280	MGX-380	MGX-480	MGX-520	MGX-536	
MGX-285	MGX-384	MGX-487	MGX-522	MGX-537	
MGX-292	MGX-402	MGX-488	MGX-524	MGX-541	
MGX-314	MGX-413	MGX-505	MGX-527	MGX-545	

Transfer Cases – 1/Unl/P

MTC-4213	MTC-3116 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3209-GV (MTC-60/380)
MTC-4210	MTC-3118-FV (TC-180 & TC-180-23)	MTC-3206-FV (TC-237)	MTC-3212-CV (315 & 548B)
MTC-4208	MTC-3118-CV (358)	MTC-3206-CS (544)	MTC-3312-FV (TC-270)
MTC-4206-FV (TC-38)	MTC-3120-FV (TC-143)	MTC-3208-GV (RTC-50)	MTC-3220-FC (TC-142)
MTC-3106-FV (TC-137)	MTC-3124 (T-2119)	MTC-3209-GV (RTC-60/420)	MTC-2212-CV (306)
MTC-3111 (T-2111)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (RTC-60/380)	
MTC-3112-CV (529 & 548C)	MTC-3205-GV (MTC-25/350)	MTC-3209-GV (MTC-60/420)	

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
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, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Heavy Vehicle Systems, LLC warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. 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 elsewhere in this warranty statement.

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. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor 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 Meritor directly. Failure to notify Meritor 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 Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor 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 Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(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?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper 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 Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not branded by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) 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 Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Product models, brands, names and trademarks depicted herein are the property of their respective owners and, except where otherwise indicated, are not in any way associated with Meritor Heavy Vehicle Systems, LLC, or any parent or affiliate, thereof.

MERITOR

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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.

2/25/2013 WA0232

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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WABCO

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.

2/8/2010 WA0012

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.

2/8/2010 WA0055

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from 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:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One 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.

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 WA0014

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.

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.

1/11/2011 WA0188

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

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 Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
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.

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.

7/5/2011 WA0203

NEW PRODUCT WARRANTY

Allison Transmission

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.

2/22/2012 WA0216

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.

This document supercedes all previous written and / or verbal warranties provided by AMDOR Inc. and / or it's affiliates.

Warranty Statement

Effective May 30, 2020

Subject to the following general and specific terms and conditions, Hale Products, Inc. ("Seller") hereby warrants to the original Purchaser1 that Products sold under Hale and Class 1 brands will be free of defects in material and workmanship for the applicable Warranty Period. General terms and conditions applicable for all Products are set forth under the heading **General Terms and Conditions** below. Product specific terms and conditions, including Warranty Periods and Warranty Coverages, are set forth in the Tables following the **General Terms and Conditions.**

General Terms and Conditions

The following limitations, exclusions, procedures, and other terms and conditions shall apply for all Products: Warranty is voided if:

- Product is used for an application, with products or in a manner other than the application, products, and manner for which such Product is designed and intended
- Product is subjected to a use, service, condition or environment other than a use, service, condition or environment for which such Product is designed and intended
- Product is not properly installed
- Product is not properly tested and maintained in accordance with Seller's product manuals and supplemental instructions and guidelines, applicable industry standards and guidelines, and applicable legal and regulatory requirements
- Product is altered, modified, serviced (except routine maintenance performed in accordance with Seller's instruction manual for Product and Industry accepted standards and guidelines), or repaired by a person other than Seller or a person authorized by Seller to make such alteration or modification or perform such service or repair
- Seller is not paid the full amount of the purchase price for Product when due.

No Warranty covers:

- Ordinary wear and tear
- Failure due to compliance with a specification or design provided or required by Purchaser
- Failure due to improper operation, excess pressure, excess voltage or other similar cause
- Failure due to operator error
- Damage during or after shipment and failure attributable thereto or resulting there from
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any part, component or equipment not supplied by Seller
- Failure attributable to or resulting from the failure or substandard, inadequate or improper performance of any third party (e.g., not Hale or Class 1 brand) part, component, Product or equipment, whether or not combined, packaged, incorporated, installed or used with a Hale or Class 1 brand part, component, Product or equipment.

Seller shall have no obligation under any Warranty unless Purchaser promptly notifies Seller of the failure giving rise to the Warranty claim, such notice is received by Seller within the applicable Warranty Period, and Seller is provided with such information, data and records (including, but not limited to, in service date, run hours, and service and repair records) as Seller may reasonably request in evaluating the Warranty claim. The notice of failure must be given in writing, identify the Product claimed to be defective (including serial number, if any), and describe in reasonable detail the circumstances surrounding the failure.

Repaired Product and replacement Product shall be warranted only for the remainder of the original Warranty Period.

[1] The "original Purchaser" is the original purchaser from Hale Products, whether the original purchaser is a distributor, dealer or other reseller, an OEM, or an end user.

Seller reserves the right to use reconditioned parts for Warranty repairs and to use reconditioned
Products for Warranty replacements

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

Seller shall have the right to physically inspect Product claimed to be defective. If requested by Seller, Purchaser shall deliver the Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. In such event, Seller shall issue to Purchaser a Return Materials Authorization (RMA) for the Product to be delivered. The Product must be delivered to Seller within 30 days of issuance of the RMA. The RMA number must be included with the Product when delivered to Seller. Failure to make timely delivery to Seller of the Product claimed to be defective shall void any Warranty.

Purchaser or its customer shall be responsible for all freight and shipping charges in connection with the delivery of Product claimed to be defective to Seller at its manufacturing facility or to another party or location designated by Seller. Product claimed to be defective must be shipped by Purchaser freight prepaid, and Purchaser shall bear all risk of loss or damage during shipment.

Repaired and replacement Product and parts will be shipped to Purchaser freight collect, unless a determination is made prior to shipment that the warranty claim is valid, in which case Product and parts will be shipped to Purchaser freight prepaid from Supplier. Repaired or replacement Product will be shipped back to purchaser via UPS ground or IDEX approved standard freight. If Purchaser requires expedited UPS shipment, Purchaser will cover the difference between ground and service selected costs. Purchaser shall bear all risk of loss or damage for all freight collect shipments.

When a warranty claim is confirmed by Hale's Quality department, Hale will issue a credit for freight costs under the following conditions:

- Product was shipped by Purchaser freight prepaid to Supplier. Purchaser to provide a copy of paid freight bill upon Hale's request.
- Repaired or replacement Product was shipped to Purchaser freight collect. If Purchaser required expedited shipment, the difference between ground and expedited service costs will be deducted from total credit.

If requested to do so by Purchaser, Seller may, at its sole option and in its sole discretion, supply a replacement Product or part to Purchaser prior to making a final determination as to whether Warranty Coverage is available. If Seller ultimately determines that no Warranty Coverage is available for the Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser or its customer will be required to purchase the replacement Product or part that has been supplied to it by Seller at the price at which Purchaser is then entitled to purchase such Product or part under the Supply Agreement.

If Seller ultimately determines that no Warranty Coverage is available for a Product claimed to be defective, whether the determination is based on the Warranty being voided, the Product failure being due to a cause not covered by the Warranty, the failure to make a timely and proper Warranty claim, or otherwise, Purchaser shall have the option of either (i) having the Product returned to it freight collect, without repair or replacement, or (ii) if Seller determines that the Product is repairable, have the Product repaired by Seller or another party designated by it on a time and materials basis at Seller's then current standard charges for non-warranty repairs and then returned to Purchaser freight collect.

SELLER'S WARRANTY AS SET FORTH HEREIN IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED.

THE RIGHTS AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES AGAINST SELLER. EXCEPT FOR THE SPECIFIC LIABILITIES AND OBLIGATIONS

PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO ANY PRODUCT CLAIMED TO BE DEFECTIVE IN ANY MANNER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST OR UNREALIZED SALES, REVENUES, PROFITS, INCOME, COST SAVINGS OR BUSINESS, LOST OR UNREALIZED CONTRACTS, LOSS OF GOODWILL, DAMAGE TO REPUTATION, LOSS OF PROPERTY, LOSS OF INFORMATION OR DATA, LOSS OF PRODUCTION, DOWNTIME, OR INCREASED COSTS, IN CONNECTION WITH ANY PRODUCT, EVEN IF SELLER IS ADVISED OR PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY PRODUCT.

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
Pumps Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units)	Non-Marine Fire Service Applications	Earlier of (i) 5 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 5-1/2 years from date of shipment of Product to original Purchaser. Labor is only covered for the first two (2) years of this warranty coverage.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship.
			At time pump is ordered, original Purchaser may take Standard Warranty at no charge or purchase Extended Warranty for an additional charge which will be quoted by Seller at original purchaser's request at time of order.
			Under Standard Warranty, Seller will cover parts and labor for first 2 years of Warranty Period and parts only (no labor) for remainder of the Warranty Period.
			Under Extended Warranty (if purchased by original Purchaser), Seller will cover parts and labor for the full Warranty Period.
			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Pump Accessories Labor Warranty Guide for details on issues covered and fees paid.
	Marine and Other Application	Earlier of (i) 2 years from the date of shipment of Product to original Purchaser, or (ii) 2,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Engine Driven Units (Excluding Engines ***)	Pump Ends Backpacks Floats	If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Repair labor is included but any other labor (including removal and re- installation) and mileage are excluded. Original Purchaser will be reimbursed at Seller's then current standard labor hours and rates for labor to make repair (if not repaired by Seller). Seller's approval of repair estimate is required prior to performance of repair work.
		If not used for rental or contracting, 2 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	HP Portables	If not used for rental or contracting, 3 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. See Hale Portable Pump Labor Warranty Guide for details on issues covered and fees paid
		If used for rental or contracting, earlier of (i) 6 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Cross-Chassis Skids Trailer Units	Earlier of (i) 12 months from date of shipment to original Purchaser, or (ii) 1,000 run hours.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
Pump Modules	Pump Body Weldments, Stainless Manifolds, and Fabricated non-painted or powder coated panels	10 years from the date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed (including cracks resulting from stress and rust through of panels) during Warranty Period due to a defect in material or workmanship. No labor is included.
			Pump modules are built to original Purchaser's specification or design. Although individual Hale and Class 1 brand components used for pump modules comply with NFPA standards, pump modules are not NFPA compliant. Original Purchaser is solely responsible for (i) ensuring finished pump houses are NFPA complaint and adhere to industry accepted standards and guidelines, and (ii) supplying manuals that include appropriate directions, instructions and warnings concerning pump house operation.
	Fabricated painted or powdered coated panels	2 years from the date of shipment of Product to original Purchaser	Repair or replacement of Product that Seller determines failed from paint, finish, and corrosion during Warranty Period due to a defect in material or workmanship. No labor is included.
Foam SmartFoam, SmartCAFS, CAFS Systems, SmartATP, and EZ Fill		3 years from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included. Datalogger download from Product may be requested to determine cause of defect.
Foam FoamLogix Systems		1 year from the date of shipment to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pump Repair & Replacement Parts	Ordered for service and repair	90 days from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Pressure Gauges		3 years from date of shipment of Product to the original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Plumbing		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Valves	Akron Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Class 1 Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Hale Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. No warranty on seal.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
	SVS Torrent Valve	10 years from date of shipment of Product to original Purchaser on everything except seal. 2 years from date of shipment of Product to original Purchaser on seal.	Repair or replacement of Product that Hale determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Electronics		2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
Monitors	Akron	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
SafeBuy ~~Modules~~ Bundles	QMAX/QMAX-XS Pump Non-Marine Fire Service Applications	Earlier of (i) 8 years from in service date of Safebuy QMAX/QMAX-XS bundle in the vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. This is predicated on the end user supplying Hale with their yearly service and pump testing records by the end of each calendar year.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Under Safebuy Warranty, Seller will cover parts and labor for earlier of (i) 8 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 8-1/2 years from date of shipment of Product to original Purchaser. When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Pump and Gearbox Labor Warranty Guide for details on issues covered and fee paid.
SAM Bundles-Pump with Loose Valves, Kits or Modules	Pumps-Mid-Ship, Rear Mount, and Booster (Excludes all Engine Driven Units) Non-Marine Fire Service Applications	Earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. Under SAM Warranty, Seller will cover parts and labor for earlier of (i) 10 years from in service date of vehicle or equipment in which Product is initially installed, or (ii) 10-1/2 years from date of shipment of Product to original Purchaser.

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

Hale Products, Inc.

Product Specific Warranty Terms and Conditions

Product*		Warranty Period	Coverage**
SAM Bundles- Pump with Loose Valves, Kits or Modules			When labor is covered, original Purchaser will be reimbursed at Seller's then current standard labor hours and service rates for labor to make repair (if not repaired by Seller) and to remove defective Product and re-install repaired or replacement Product. Seller's approval of repair estimate is required prior to performance of repair work. If applicable, actual mileage will be reimbursed at Seller's then current mileage reimbursement rate. See the Hale Labor Warranty Guides for details on issues covered and fee paid.
	Akron Electric Valve Actuators and Navigator Pros	5 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.
	Electronics	4 years from date of shipment of Product to original Purchaser.	Repair or replacement of Product that Seller determines failed during Warranty Period due to a defect in material or workmanship. No labor is included.

*When Products are combined to form a module or package, each Product will have its own separate Warranty Period and Warranty Coverage

* * For each Product, Seller will have the option to refund to Purchaser (in cash or by credit) the purchase price Seller was paid for such Product, less depreciation determined on a straight line basis over the Warranty Period, in lieu of repair or replacement (including, when applicable, labor). The decision whether to repair, replace or refund (and, if there is a refund, whether to refund in cash or by credit) shall be made by Seller in its sole discretion.

*** Seller makes no warranty with respect to engines. Any warranty with respect to engines is limited to whatever warranty may be provided by the engine manufacturer.

Hale Products
607 NW 27th Avenue
Ocala, FL 34475
Haleproducts.com

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.

3/22/2012 WA0035

One (1) Year Material and Workmanship Foam System & Five (5) Year Material and Workmanship Control Head

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Limited warranty 1 year parts and labor for for the foam system and 5 years parts and labor for the control head.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**One (1) Year & Five (5) Year**
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.**

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.

1/30/2013 WA0231

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.

2/8/2010 WA0057

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

Sample Financing Options

Conventional Diesel Fire Engine: $882,000

	First Payment Begins in August 2023			*First Payment Begins in August 2024*	
	7 Year	10 Year	15 Year	11 Year term, with 10 annual payments	15 Year term, with 14 annual payments
No Down Payments					
Annual Payment	$147,188	$109,258	$83,932	$117,060	$92,381
Number of Payments	7	10	15	10	14
Rate	4.24%	4.24%	4.94%	4.72%	4.94%
Total Payments	1,030,313	1,092,584	1,258,987	1,170,597	1,293,334
Total Principal	882,000	882,000	882,000	882,000	882,000
Total interest	148,313	210,584	376,987	288,597	411,334
With $80,000 Down					
(same rate and number of payments, as listed above)					
Annual Payment	$133,818	$99,329	$76,320	$106,442	$84,002
Total Payments	936,729	993,294	1,144,794	1,064,420	1,176,028
Total Principal	802,000	802,000	802,000	802,000	802,000
Total interest	134,729	191,294	342,794	262,420	374,028

Electric Fire Engine: $2 Million [(1)]

	First Payment Begins in August 2023			*First Payment Begins in August 2024*	
		10 Year		11 Year term, with 10 annual payments	
No Down Payments					
Annual Payment		$253,109		$264,989	
Number of Payments		10		10	
Rate		4.69%		4.69%	
Total Payments		2,531,090		2,649,890	
Total Principal		2,000,000		2,000,000	
Total interest		531,090		649,890	
With $200,000 Down					
(same rate and number of payments, as listed above)					
Annual Payment		$227,798		$238,491	
Total Payments		2,277,980		2,384,910	
Total Principal		1,800,000		1,800,000	
Total interest		477,980		584,910	

(1) Lending policies are more restrictive with new technologies. At this time, Community Leasing Partners (CLP) is not offering a fifteen-year term on a 100% electric fire engine. If a hybrid option is elected, the CLP representative would have to seek additional approval. Alternate financing terms and options may be pursued for the electric fire engine, based on Council direction.

Concept Review: New Fire Engine

City Council
City of Pacific Grove

October 5, 2022

Gaudenz Panholzer, Fire Chief – Panholzer@Monterey.org

Action

- **Provide direction to staff on whether to purchase an electric or diesel-powered fire engine and authorize the purchase.**

Current Apparatus

- The City of Pacific Grove presently owns two fire engines
  - Leased to Monterey in Contract for Fire Services
  - Front Line – 2006 Pierce (119,000 mi)
  - Reserve – 1997 Pierce (87,000 mi)

Apparatus Replacement

- Factors considered are age, mileage, and repair costs
- 15 years frontline service is normal
- Recent repairs have been expensive due to major system failures
- Lead time for a new engine is 24 months or more

Emerging Technology

- Three manufacturers produce electric fire engines
  - Varying implementation of technology
  - All have diesel back-up
  - Cost of electric engine $1.7M to $1.9M
  - Requires charging infrastructure in station adding ~$150,000 to purchase

Diesel vs. Electric

DIESEL

- Supported by current infrastructure
- Local maintenance
- Significantly lower cost
- Higher anticipated maintenance and operations costs
- Known technology and long-term reliability

ELECTRIC

- Requires new infrastructure
- Maintenance depends on manufacturer service
- Higher cost
- Lower anticipated maintenance cost
- New technology with unknown long-term viability (battery life)

Financing

- Staff has researched options for financing an engine purchase
- Options range for up to 15-year financing
  - With or without down payments
- Electric engine financing only for 10 years
- Staff research ongoing

Proposal

One (1) Pierce Manufacturing, Inc. Enforcer 1500 GPM Pumper (HGAC Consortium Purchase – Contract FS12-19, Product Code FS19VC07)	$ 857,371.02
100% Prepayment discount	(46,669.43)
SUBTOTAL	810,701.59
8.75% Sales tax	70,936.39
California tire fee	10.50
TOTAL	$ 881,648.48

Above proposal good through October 31, 2022, at which time a 6.5% price increase will go into effect.

No formal proposals were received for electric engines. Informally, manufacturers provided a price range of $1.7M to $1.9M.

Recommendation

Provide direction to staff on whether to purchase an electric or diesel-powered fire engine and authorize the purchase

OPTIONS:

1. Direct staff to initiate the purchase of a conventional, diesel-powered fire engine
2. Direct staff to initiate the purchase of an electric fire engine
3. Direct staff to bring forward a financing agreement for the purchase of the fire engine from Community Leasing Partners
4. Direct staff to issue a Request for Proposal for additional financing proposals
5. Provide alternate direction

Questions

City Council
City of Pacific Grove

Gaudenz Panholzer, Fire Chief – Panholzer@Monterey.org

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Jenny McAdams, Councilmember

MEETING DATE: October 19, 2022

SUBJECT: Empty Home Tax ***This item was continued from the Council's October 5, 2022 meeting.***

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Convene a conceptual discussion on an "Empty Homes Tax" in the City of Pacific Grove and direct staff to gather information and return to council regarding this concept.

DISCUSSION

Several cities where 2nd, 3rd, and 4th homes sit empty in their neighborhoods are discussing the concept of bringing an "Empty Home Tax" to their voters. Locally, the City of Santa Cruz has Measure N on their November ballot. The definition of an empty home is set by each City, which are the underutilized and empty homes that sit in neighborhoods within the City's boundary.

Implemented "Empty Home Tax" programs have shown to:

1. Encourage owners to rent out their homes long term.
2. Promote home sales to buyers who want to live full time in the City.
3. Provide annual revenues for critical infrastructure improvements and city services.
4. Provide annual revenues to support affordable housing, down payment assistance, renter assistance, and other housing programs.

Per the 2020 census, the City of Pacific Grove has 1,349 vacant homes. Homes that sit empty contribute to a loss in sales tax revenues as well as diminish the vibrancy and strength of communities and neighborhoods.

Total Housing Units 2020 Census:
See Attachment 1

Potential Pacific Grove Empty Home Tax Annual Revenues:

Empty Homes	$2,000 Tax	$3,000 Tax	$6,000 Tax

1,349	$2,698,000	$4,047,000	$8,094,000
1,500	$3,000,000	$4,500,000	$9,000,000
1,700	$3,400,000	$5,100,000	$10,200,000
2,000	$4,000,000	$6,000,000	12,000,000

GOAL ALIGNMENT
Financial Stability: Develop a strategic plan to better address current and future City expenditure and revenue needs while continuing to provide high quality municipal service.

Increase Affordable Housing: Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.

City Asset Stewardship: Repair, maintain and improve City assets, including streets, sidewalks, sewer systems, buildings, parks and trails to better serve the community, anticipate future needs and prevent further degradation.

ELECTRONIC ATTACHMENTS

1. 2020 Census Data- City of Pacific Grove
2. City of Santa Cruz Empty Home Tax Measure N Information

OPTIONS

1. Provide other direction to staff.
2. Take no action.

FINANCIAL IMPACT:
There is no financial impact to hold a conceptual discussion.

GOAL ALIGNMENT: See Goal Alignment within Discussion section.

Attachments

Total Housing Units 2020

TOTAL HOUSING UNITS 2020 CENSUS

Attachment 1

Label	Monterey Co.	Santa Cruz Co.	Capitola	Carmel	Del Rey Oaks	Gonzales	Greenfield	King City	Marina	Monterey	Pacific Grove	Salina	San d City	Santa Cruz	Scotts Valley	Seaside	Soledad	Watsonville
Total Housing Units (2020 Census):	143,631	106,345	5,485	3,056	739	2,088	4,207	3,465	8,022	13,787	8,121	44,405	186	24,014	4,934	10,801	4,524	14,585
Occupied	131,789	96,261	4,624	1,721	699	2,042	4,090	3,282	7,608	12,399	6,772	43,163	163	21,731	4,690	10,149	4,447	14,239
Vacant	11,842	10,084	861	1,335	40	46	117	183	414	1,388	1,349	[illegible]	[illegible]	2,283	244	652	77	346

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Joseph Sidor, Contract Planner
MEETING DATE:	October 19, 2022
SUBJECT:	Appeal of Architectural Permit and Tree Permit with Development (AP/TPD) No. 22-0108, 1166 Presidio Boulevard, Pacific Grove (APN 007-591-013)
CEQA:	Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

RECOMMENDATION
Deny the appeal, find the project categorically exempt per CEQA Guidelines Section 15302, and approve the Architectural Permit and Tree Permit with Development (AP-TPD 22-0108) subject to the findings and conditions of approval.

DISCUSSION
Project Description
The proposed project includes the demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. The project will also include approximately 224 square feet of deck area and demolition of a shed.

Site Description
The 4,800 square foot parcel is currently developed with an 1,120 square foot one-story single-family dwelling and detached shed. The residence also includes a non-habitable lower level that does not have interior circulation with the upper level residence. The property is not located within the City's Area of Special Biological Significance, not within the Coastal Zone, not listed on the City’s Historic Resources Inventory (HRI), nor located within an archaeologically sensitive area. On May 25, 2022, the Historic Resources Committee reviewed an Initial Historic Screening (IHS 22-0081) and determined the property is ineligible for the City’s HRI.

Surrounding Land Uses
The parcel is located in an area consisting of medium- to large-sized one- to three-story residences in the Del Monte Park residential neighborhood.

Background and Summary of Appeal Contentions
The Architectural Review Board (ARB) considered the project at an ARB hearing on August 9, 2022, and voted 5 - 0 (5 yes and 0 noes) to approve the project (ARB permit attached). On August 12, 2022, the appellant submitted a timely appeal of the ARB's decision to approve the project. The appellant contended that the proposed upper level would block their ocean view (see discussion below under

Guideline #9). The appellant made several other contentions that were either not relevant to the City's review or not supported by the evidence.

The Planning Commission (PC) considered the project at the September 8, 2022, public hearing, and voted unanimously (7 yes and 0 noes) to approve the project (PC permit attached) and directed the applicant to submit a corrected application form (attached) and to remove the proposed upper deck. In response to the PC's direction, the applicant submitted a corrected application form (attached) and a revised plan set (attached) that removes the upper deck from the proposed project.

On September 19, 2022, the appellant submitted a timely appeal (attached) of the Planning Commission's decision to approve the project. As summarized, the appellant contended that the project, as approved, would result in additional tree removal and that there are errors in the site plan. As noted above, the applicant has submitted a revised plan set which includes changes to the site plan to more clearly show the proposed separation between the structures. Although the tree removal necessary to implement the project was not in question, the applicant also submitted a revised arborist report to correct several minor errors in the previous reports (revised report attached; see **Tree Permit with Development** section below for more information). Also, a condition has been recommended to require the installation and maintenance of tree protection measures during construction.

The appellant also requested an explanation of the CEQA exemption and that members of the City Council visit the site and the appellant's property. The use of the Class 2 CEQA exemption is explained below in the **CEQA** section. Among CEQA practitioners (e.g., planning staff), use of the Class 2 exemption for this type of simple project (i.e., demolition and rebuild of a single-family residence) is very common, well within the parameters of the exemption, and well within the legislative intent of California Public Resources Code, Division 13, §21000, et seq., and the associated guidelines as published in the California Code of Regulations, Title 14, §15000, et seq. (i.e., CEQA Guidelines). Regarding a site visit, multiple CDD staff have conducted multiple visits to the site, including the appellant's property, to evaluate the potential impacts of the proposed project.

Applicable General Plan Policies

The neighborhood is designated Medium Density Residential with an allowed density of up to 9.7 dwelling units per acre. The Pacific Grove General Plan provides a framework for future growth and development within the City. The Land Use Element includes goals and polices that call for the orderly, well-planned, and balanced development, consistent with the historic nature of Pacific Grove, the capacity of the City's infrastructure, and ability to assimilate new growth. This proposed residential project is consistent with applicable General Plan policies, including the following:

Chapter 2, Land Use
- Policy 2: Ensure that new development is compatible with adjacent existing development.
- Policy 4: Continue to preserve Pacific Grove's character and regulate development.

Chapter 3, Housing
- Policy 8: Strive to provide the City's share of the region's housing needs.

The policies above are implemented through the R-1 zoning district which allows single-family development in areas with adequate public services.

Applicable Zoning Code Regulations

As proposed, the project complies with the zoning regulations set forth in Pacific Grove Municipal Code (PGMC) Chapter 23.16 (R-1). This includes, but is not limited to, height limit, setbacks, gross floor area and allowable site and building coverage. The project is also in compliance with the

parking standards for single-family residential development in PGMC Section 23.16.070 which requires two parking spaces (one covered and one uncovered). As proposed, the new residence and garage would conform to all required development standards for the zoning district.

The applicant provided a Project Data Sheet (attached) indicating the development standards of the zoning district, existing conditions, and proposed conditions. The Architectural Permit (AP) is required per Section 23.70.060(c)(1) of the PGMC, and the required findings for the AP are located in the Draft Resolution (attached).

Tree Permit with Development (TPD)
Per PGMC 12.30.010, a Tree Resource Assessment (Ono, Certified Arborist; revised September 23, 2022) prepared for the project concluded that removal of one protected tree would occur (a 9-inch Coast Live oak). Also, two non-protected trees (5-inch non-native Pittosporums) would be removed for the proposed development. The arborist recommended no replanting because the site is heavily vegetated and has a high number of existing oaks. After the PC hearing, the applicant submitted a revised arborist report to correct several minor errors in the previous reports (revised report attached); however, the tree removal necessary to implement the project was not in question. Also, a condition has been recommended to require the installation and maintenance of tree protection measures during construction.

Architecture and Design Consideration
As proposed, the design would be compatible with the neighborhood comprised of medium- to large-sized one- to three-story residences of varying architectural styles, alignments, and scales. Exterior color and material finishes for the project include gray vertical siding, green trim and accents, bronze aluminum windows and doors, and black asphalt shingle roof that would blend with the surrounding natural street scapes. Due to the topography of the site and proposed design, the façade also avoids large blank areas facing the street. As designed, the project would not result in any adverse visual impacts.

Architecture Review Guidelines:
The architectural style, materials and site design are in substantial conformance with the City's Architectural Review Guidelines. Specifically, Guidelines Nos. 1, 2, 7, 9, and 24 relating to the mass and height of new structures, rooflines, 2nd floor balcony location and design, preservation of neighbor's views, and structural scale compared to the neighborhood were used in analyzing the proposed project. As designed, the project complies with the following Architectural Review Guidelines:

Guideline #1: The mass and height of a new building should blend well with neighboring structures and not overwhelm them with disproportionate size of a design that is out of character.
As noted above, the surrounding neighborhood consists of similarly-sized residences of varying architectural styles, alignments, and scales. As proposed, the mass and height of the new residence would not overwhelm adjacent residences nor be out of character.

Guideline #2: Rooflines of new structures should be compatible with the pitch and character of roofs seen traditionally in the neighborhood.
As proposed, the pitch and character of the roofline of the new residence would be compatible with other rooflines along the street and in the neighborhood.

Guideline #7: Second floor balconies and decks should be designed and located to minimize the loss of privacy for neighboring properties.
The proposed second-story deck is located in the rear of the structure to minimize loss of privacy for

the neighboring properties.

Guideline #9: Attempt to preserve some portion of neighbor's views by carefully positioning or limiting the width, depth, or height of proposed building elements.
Due to the topography of the site and surrounding vicinity, as well as existing vegetation and trees, the proposed project would not adversely impact neighbor's views. Although the appellant contends that the project would result in the loss of their ocean view, staff's site visits and review determined the proposed project would result in the appellant retaining the majority of the ocean view (see attached ocean viewshed figure). Staff's review of the proposed design included multiple site visits to evaluate the ocean view. Additionally, the attached ocean viewshed figure submitted by the applicant's architect further supports staff's determination. Per staff's review, the project conforms to Architectural Review Guideline No. 9 in that a majority portion of the neighbor's ocean view is preserved.

Guideline #24: A new structure should appear similar in scale to those seen as traditional in the neighborhood.
The proposed residence would be similar in scale to those in the surrounding neighborhood which has numerous two-story dwellings as well as three-story residences. Also, the proposed structure would be in scale with its site and would not exceed the maximum allowed building or site coverage.

Also, as designed, the project does not create large unbroken surfaces parallel to the street, and creates a visually interesting street façade. Consistent with Guideline Nos. 38 and 40, the project proposes to use exterior colors and materials compatible with the street scape.

Lighting
Standard residential exterior lighting shall comply with Guideline Nos. 10-12, and is required as a condition of approval.

Water
Any additional water credits required to complete the project will need to be purchased from the City of Pacific Grove.

Stormwater Treatment Measure
Less than 2,500 sq ft of impervious surface will be replaced; therefore, the project does not trigger stormwater requirements.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
In reviewing this action, the City has followed the CEQA statute adopted by the State of California as published in the California Public Resources Code, Division 13, §21000, et seq., and the associated guidelines as published in the California Code of Regulations, Title 14, §15000, et seq. (i.e., CEQA Guidelines). The proposed project is found to be categorically exempt under CEQA Guidelines Section 15302, Class 2, allowing replacement or reconstruction of existing facilities and structures where the new structure(s) will be located on the same site as the structure(s) replaced and will have substantially the same purpose and capacity as the structure(s) replaced.

The proposed project involves the demolition of a single-family dwelling and accessory structure on the parcel and construction of a single-family dwelling and accessory structure on a residentially-zoned parcel within a developed neighborhood (i.e., replacement of an existing structure with the same purpose and on the same site). As proposed, the main dwelling unit and accessory structure would be located on the same approximate footprint as the current structure and improvements. Therefore, the project is consistent with the parameters of the Class 2 categorical exemption. Also, the proposed project is consistent with the General Plan and the neighborhood within which the project is located is

not environmentally sensitive.

No adverse environmental effects were identified during staff review of the development application, nor during multiple site inspections. The exceptions to exemptions in Section 15300.2 of the CEQA Guidelines pertaining to location, cumulative impacts, significant effects, scenic highways, hazardous waste sites, and historical resources do not apply to this project. There is no substantial evidence of an unusual circumstance because there is no feature or condition of the project that distinguishes the project from the exempt class. Additionally, there is no substantial evidence that would support a fair argument that the project has a reasonable possibility of having a significant effect on the environment or that it would result in a cumulative significant impact.

OPTIONS

1. Approve the appeal of the Planning Commission's decision and deny the proposed project.
2. Direct the applicant to revise the proposed project subject to Council direction.

FINANCIAL IMPACT:

The proposed project would have no impact on the City's fiscal operations.

GOAL ALIGNMENT: Not Applicable.

Attachments

Draft Resolution
Appeal Form
Application
Project Data Sheet
CEQA Exemption Form
ARB Permit 08-09-2022
PC Permit 09-08-2022
Arborist Report 09-23-2022
Ocean Viewshed Figure
Plan Set

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE APPROVING FILE NUMBER AP/TPD 22-0108 FOR THE DEMOLITION OF AN EXISTING SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A SINGLE-FAMILY RESIDENCE AND DETACHED GARAGE AND REMOVAL OF ONE 9-INCH COAST LIVE OAK AT 1166 PRESIDIO BOULEVARD

FACTS

1. The applicant proposes to demolish an existing 1,120 square foot one-story single-family residence and detached shed, and construct a 1,986 square foot three-story single-family residence with a 246 square foot detached garage and remove one 9-inch Coast Live oak.
2. The subject site is located at 1166 Presidio Boulevard, Pacific Grove, APN 007-591-013.
3. The subject site is approximately 4,800 square feet in size, and currently developed with an 1,120 square foot one-story single-family residence and detached shed.
4. The subject site has a land use designation of Medium Density Residential (9.7 du/ac) on the adopted City of Pacific Grove Land Use Plan Map.
5. The project site is located in the R-1 Single Family Residential zoning district.
6. The subject property is not located within the City's Area of Special Biological Significance (ASBS), the Coastal Zone, nor within an archaeologically sensitive area.
7. The subject site is not listed on the City's Historic Resources Inventory (HRI). Also, on May 25, 2022, the City of Pacific Grove Historic Resources Committee (HRC) reviewed an Initial Historic Screening (IHS 22-0081) and determined the property ineligible for the City's HRI. This determination will remain in effect for 10 years from the date of approval.
8. As designed, the project would conform to all required development standards for the zoning district.
9. Per PGMC § 12.30.010, a revised Tree Resource Assessment (Ono, Certified Arborist; September 23, 2022) prepared for the project concluded that removal of one protected tree would occur (a 9-inch Coast Live oak). Also, two non-protected trees (5-inch non-native Pittosporums) would be removed for the proposed development. The arborist recommended no replanting because the site is heavily vegetated and has a high number of existing oaks.
10. The City of Pacific Grove Architectural Review Board (ARB) reviewed the proposed project at a noticed public hearing on August 9, 2022. The ARB voted unanimously (5 – 0) to approve AP-TPD 22-0108.
11. On August 12, 2022, the appellant submitted a timely appeal of the ARB's decision to approve AP-TPD 22-0108.
12. Pursuant to the appeal, the City of Pacific Grove Planning Commission (PC) reviewed the proposed project at a noticed public hearing on September 8, 2022. The PC voted unanimously (7 – 0) to approve AP-TPD 22-0108.

13. On September 19, 2022, the appellant submitted a timely appeal of the PC's decision to approve AP-TPD 22-0108.

14. The project has been determined to be Categorically Exempt per CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction, allowing replacement or reconstruction of existing facilities and structures where the new structure(s) will be located on the same site as the structure(s) replaced and will have substantially the same purpose and capacity as the structure(s) replaced. The proposed project involves the demolition of a single-family dwelling and accessory structure on the parcel and construction of a single-family dwelling and accessory structure on a residentially-zoned parcel within a developed residential neighborhood (i.e., replacement of an existing structure on the same site with the same purpose and capacity). In reviewing this action, the City has followed the CEQA statute adopted by the State of California as published in the California Public Resources Code, Division 13, §21000, et seq., and the associated guidelines as published in the California Code of Regulations, Title 14, §15000, et seq. (i.e., CEQA Guidelines). As proposed, the main dwelling unit and accessory structure would be located on the same approximate footprint as the current structure and improvements. Therefore, the project is consistent with the parameters of the Class 2 categorical exemption. Also, the proposed project is consistent with the General Plan and the neighborhood within which the project is located is not environmentally sensitive. No adverse environmental effects were identified during staff review of the development application, nor during multiple site inspections. The exceptions to exemptions in Section 15300.2 of the CEQA Guidelines pertaining to location, cumulative impacts, significant effects, scenic highways, hazardous waste sites, and historical resources do not apply to this project. There is no substantial evidence of an unusual circumstance because there is no feature or condition of the project that distinguishes the project from the exempt class. Additionally, there is no substantial evidence that would support a fair argument that the project has a reasonable possibility of having a significant effect on the environment or that it would result in a cumulative significant impact.

FINDINGS

For an Architectural Permit per PGMC Section 23.70.060(f)

1. *The architecture and general appearance of the completed project are compatible with the neighborhood.*

   The proposed project involves the construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. The project will also include approximately 224 square feet of deck area facing the rear property line. As designed, the project will be compatible with the neighborhood of medium- to large-sized one- to three-story residences. The surrounding streetscapes are comprised of residences with varying architectural styles, alignments, and scales. The proposed residence will use exterior colors and materials that will blend with the surrounding natural streetscape (i.e., gray vertical siding, green trim and accents, bronze aluminum windows and doors, and black asphalt shingle roof). Due to the topography of the site and proposed design, the façade also avoids large blank areas facing the street.

2. *The completed project will neither be detrimental to the orderly and harmonious development of the citynor impair the desirability of investment or occupation in the neighborhood.*

   There is no indication that the proposed re-development of the property will negatively affect the orderly and harmoniousdevelopment of the city or impair the desirability of investment in the neighborhood. The proposed residence and garage will increase the value of the property and contribute to the desirability of investment in the Del Monte Park neighborhood.

3. *The Council has been guided by and referenced applicable provisions of the architectural review guidelines in making its determinations on single-family residences.*

   The architectural style, materials and site design are in substantial conformance with the City's Architectural Review Guidelines. Specifically, Guidelines Nos. 1, 2, 7, 9, and 24 relating to the mass and height of new structures, roof lines, 2nd floor balcony location and design, preservation of neighbor's views, and structural scale compared to the neighborhood were used in analyzing the proposed project to ensure compliance.

In approving the permit, the following conditions of approval are imposed and deemed reasonable and necessary to ensure that the approval will comply with the findings cited above.

CONDITIONS OF APPROVAL

1. **Permit Expiration.** This permit shall expire and be null and void if a building permit has not been applied for within two (2) years from and after the date of approval. Application for extension of this approval must be made prior to the expiration date.

2. **Conformance to Plans.** Development and uses of the site shall conform to the approved plans prepared for the "Meyers Residence" project dated September 26, 2022, on file with the Community Development Department and to the Building Code,with the exception of any subsequently approved changes.

3. **Construction Compliance.** All construction shall occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff, and may require subsequent Architectural Review Board, Planning Commission, and/or City Council approval.

4. **Terms and Conditions.** These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.

5. **Public Works, Fire and Building.** Review and approval by the Public Works and Fire Department, and Building Division, are required prior to issuance of a building permit. Any work taking place in the public right-of-way shall require an encroachment permit prior to issuance of the building permit.

6. **Building Plans.** All conditions of approval for the Planning permit(s) shall be printed on a full-size plan sheet and included with the construction plan set submitted to the Building Division.

7. **Exterior Lighting.** All exterior lighting must conform to Architectural Review Guidelines Nos. 10 – 12.

8. **Archaeology and Inadvertent Discovery.** When human remains or other cultural artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the MLD.

9. **Cultural and/or Archaeological Artifacts.** If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.

10. **Tree Protection Standards During Construction:** Pursuant to Municipal Code Chapters 12.20 and 12.30, and the *Urban Forestry Standards,* all trees that are otherwise protected and will be impacted as a result of development, both proposed for pruning or removal and where the development will impact the critical root zone of the tree are protected. Prior to issuance of the building permit, the Project Arborist shall review grading, drainage, utility, building and landscape plans to determine required minimum tree protection standards during construction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE:

1. The Council determines that each of the Facts and Findings set forth above is true and correct, and by this reference incorporates those Facts and Findings as an integral part of this Resolution.

2. The Council denies the appeal, and affirms the decisions of the Architectural Review Board and the Planning Commission to approve AP-TPD 22-0108.

3. The Council finds the project categorically exempt per CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction, and also finds that the exceptions to the exemptions in Section 15300.2 of the CEQA Guidelines do not apply.

4. The Council APPROVES this permit (Application No. 22-0108) to allow demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak.

5. The required Findings and Conditions of Approval are hereby approved and incorporated herein by reference.

6. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 19th day of October, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN PIERIK, City Attorney

CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950
T :: 831.648.3190 • F :: 831.648.3184 • www.ci.pg.ca.us/cdd

Appeal Form

RECEIVED
SEP 19 2022
CITY OF PACIFIC GROVE
COMMUNITY DEV DEPT

$PAID 1,136.00 9-19-22

Appeal #: _____
Date: _____
Received By: _____
Total Fee: 4

Project Information

Project Address: 1166 Presidio Blvd. APN: _____
☐On HRI/☐Not on HRI
Application & No.: _____
Applicant Name: Craig Riddell Phone #: _____
Mailing Address: _____
Email Address: _____
Owner Name: Meyers Phone #: _____
Mailing Address: _____
Email Address: _____

Action[1]

☐ARB: Architectural Review Board
☐CDD: Planning Staff
☐HRC:Historic Resources Committee
☐PC: Planning Commission
☐NRC: Natural Resources Committee
☐SPRC: Site Plan Review Committee
☐ZA: Zoning Administrator

Date of Action: _____
Action Taken: _____

Appeal Information

Appellant Name: Nicolas & Catherine Jimenez Phone #: 530 979-0107
Mailing Address: PO Box 724, Winters, CA 95694
Email Address: _____
Appeal Deadline: 5:00 p.m. on ____/____/____
Grounds for Appeal: Attached 10 pages

If necessary, use additional pages.

Fees

Discretionary Fees[2]		$
Appeal Fee = 25% of discretionary fees		$
Cost of publication of legal notice[3]		$
Photocopies____copies @ 10¢ each		$
Postage[4]____stamps @ 45¢ each		$
Other		$
Total Appeal Fee		

Nicolas Jimenez Catherine Jimenez
Appellant Signature

9/19/2022
Date

[1] See Table 23.70.012-1 in the Pacific Grove Zoning Code, which identifies roles of review authorities as they relate to appeals.
[2] Whatever fee was collected by the city for the application for use permit, architectural approval, variance, etc., or combination of more than one fee if more than one decision is being appealed.
[3] Currently averaging $250-300.
[4] Typically the number of address labels for parcels (or portions thereof) found within a 300 ft radius of the subject parcel (350 ft radius for homes in the Asilomar Dunes area) is approximately 120. Mailing is sent to owners and occupants (including most individual apartments) of properties.

September 19, 2022

We are appealing their decision. We felt mis-lead and intimidated.
We are not opposing the development of the new home.
We are asking to correct the inadequate information that is on the Site Plan and the Revised ISA Certified Report, backup by the following facts.

The home owner told us that they cannot move the top story back 10 feet - north, because they have to preserved oak trees #047 (Revised ISA Certified Report).

However, on the Site Plan on the 3D Images, the Northwest view, it show the overhang's of the house and garage are attached - where are oak trees #047?
The Revised Certified Arborist Report, Does Not show oak trees #047 will be preserved, along with other errors.

We also ask, before the meeting, if the City Council members come to the job site and our home to observe and see the significant errors on the Site Plan and Revised ISA Certified Arborist Report.

Being a Landscape Construction Contractor for over 35 years, dealing with trees close to the foundation of the homes and driveways and sidewalks, we acknowledge, that during the process of the demolition of the existing home and the construction of a new home and the safety for anybody on the job site, that the oak tree #047, will not be preserve. Because it is already decreasing in its health.

We also ask to explain clearly CEQA Guidelines 15302, Class 2, Categorical Exemption for Replacement or Reconstruction.

Therefore, there is no reason that they cannot move the top floor of the house, back 10 feet - north, towards the street.

Regards,
Nicolas Jimenez
Catherine Jimenez
1168 Presidio Blvd.
Pacific Grove, CA 93950

REVISED

Tree Resource Assessment
1166 Presidio Boulevard

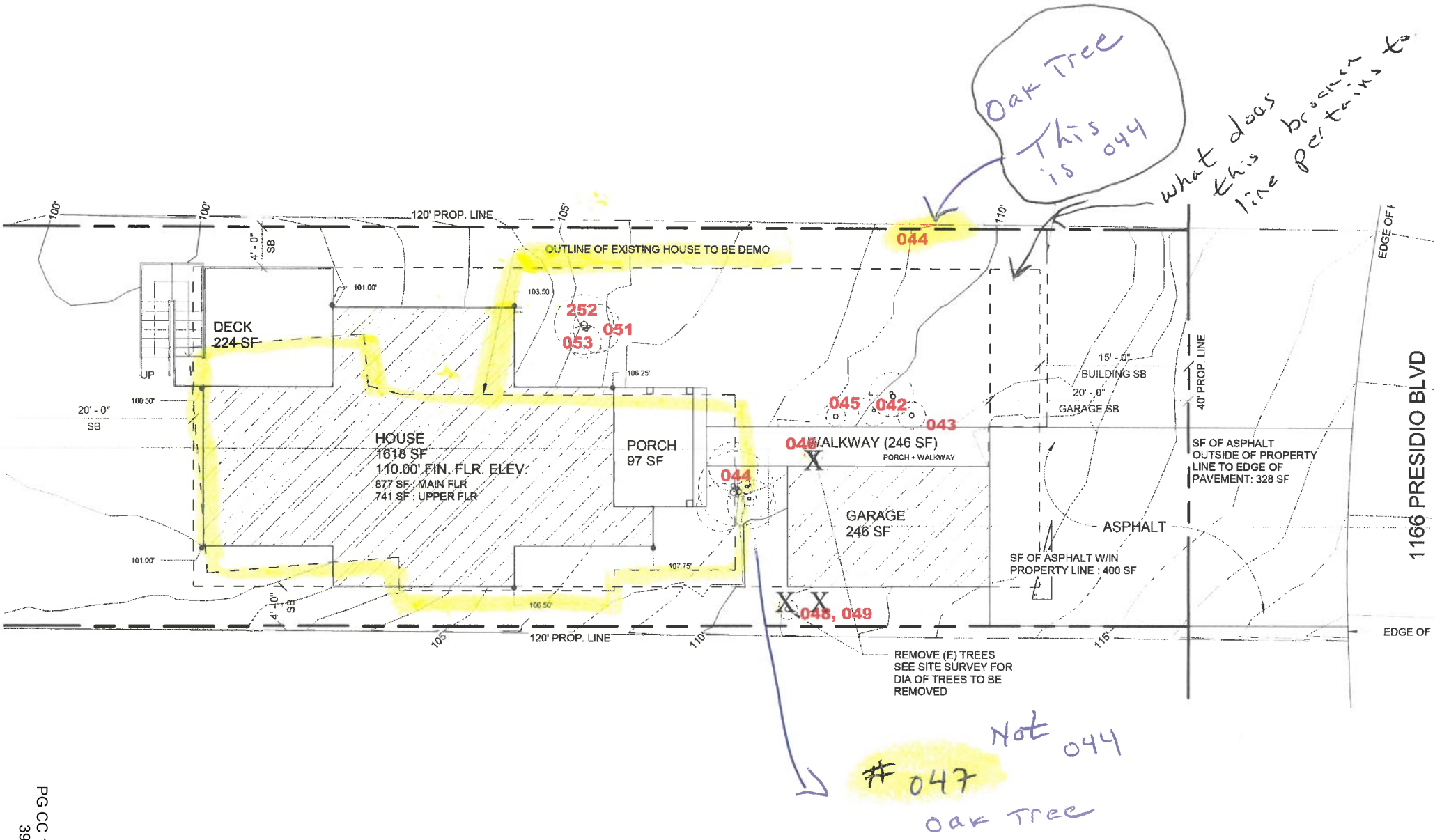
Prepared for:

Mr. Matthew Meyers

Prepared by:

Frank Ono
Urban Forester
Member Society of American Foresters #48004
ISA Certified Arborist #536
1213 Miles Avenue
Pacific Grove, CA 93950

June 21, 2022


Oak Tree
This is 044
what does this broken line pertains to
044
120' PROP. LINE
OUTLINE OF EXISTING HOUSE TO BE DEMO
DECK
224 SF
HOUSE
1618 SF
110.00' FIN. FLR. ELEV.
877 SF : MAIN FLR
741 SF : UPPER FLR
PORCH
97 SF
252
053
051
045
042
043
046
WALKWAY (246 SF)
PORCH + WALKWAY
044
GARAGE
246 SF
15' - 0"
BUILDING SB
20' - 0"
GARAGE SB
40' PROP. LINE
SF OF ASPHALT
OUTSIDE OF PROPERTY
LINE TO EDGE OF
PAVEMENT: 328 SF
ASPHALT
SF OF ASPHALT W/IN
PROPERTY LINE : 400 SF
048, 049
REMOVE (E) TREES
SEE SITE SURVEY FOR
DIA OF TREES TO BE
REMOVED
EDGE OF
1166 PRESIDIO BLVD
Not 044
047
Oak Tree

BACKGROUND

The assessment focuses on the incorporation of the preliminary location of site improvements coupled with consideration for the general goals of site improvement desired by the landowner. Proposed improvements assessed included preserving trees to the greatest extent feasible, maintaining the view shed, and general aesthetic quality of the area while complying with City of Pacific Grove Municipal Codes. The study of individual trees determined treatments necessary to complete the project and meet the goals of the landowner. Trees within and immediately adjacent proposed development area were located, measured, inspected, flagged, and recorded. The assessment of each tree concluded with an opinion of whether the tree should be removed, or preserved, based on the extent and effect of construction activity on the short and long-term health of the tree. All meetings and field reviews were focused on the area immediately surrounding the proposed development.

TREE LIST

The following trees were observed and tagged on site:

- 042 – 12", 13" diameter codominant positioned, double stemmed oak at the center of the front portion of the lot.
- 043 - 9" diameter oak- codominant position
- 044 - 7" diameter suppressed oak along the west property line.
- 045 - 16" diameter dominant oak
- 046 - 9" diameter suppressed oak with lean, it is not an upper canopy tree and is identified for removal
- 047 – 12", 11", 10" diameter triple stem oak located against the existing structure.
- 048 and 049 – both 5" diameter Pittosporums located along the East fence line are to be removed
- 050 – 7", 6" diameter double stem oak is a suppressed tree
- 051- 13" diameter oak – codominant positioned
- 052 -14", 13" diameter double stemmed, codominant Oak
- 053–16" diameter codominant oak with lean to the south high, with Hypoxylon on its bark

OBSERVATIONS/DISCUSSION

The following list includes observations made while on-site and summarizes details discussed during this stage of the planning process.

- The site is developed with an existing structure and parking area. My understanding is that most of the existing trees are to remain.
- The previous grading for retaining walls has been performed around many of the existing oaks that affect each tree differently. A suppressed coast live oak (#046) in poor condition with exhibiting signs of fungal activity on its stem with epicormic shoot growth is proposed for removal.
- Two 5" diameter non-native pittosporums (049 and 048) are to be removed.
- The project proposes to demolish the existing structure where tree #047 is growing against it. After close inspection, it appears that careful construction critical root zone encroachment will be minimal and due to the soil type, not many roots will be encountered. The tree is expected to satisfactorily survive construction.

View looking down toward the existing structure depicting the canopy density

Wrong Identified

#044 is the oak to the left and the two 5" diameter Pittosporums are in the center against the fence, tree #047 is on the right growing near the structure.

#046 is to be removed

Photo taken from our Breezeway 1168 Presidio Blvd

15302. REPLACEMENT OR RECONSTRUCTION

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.

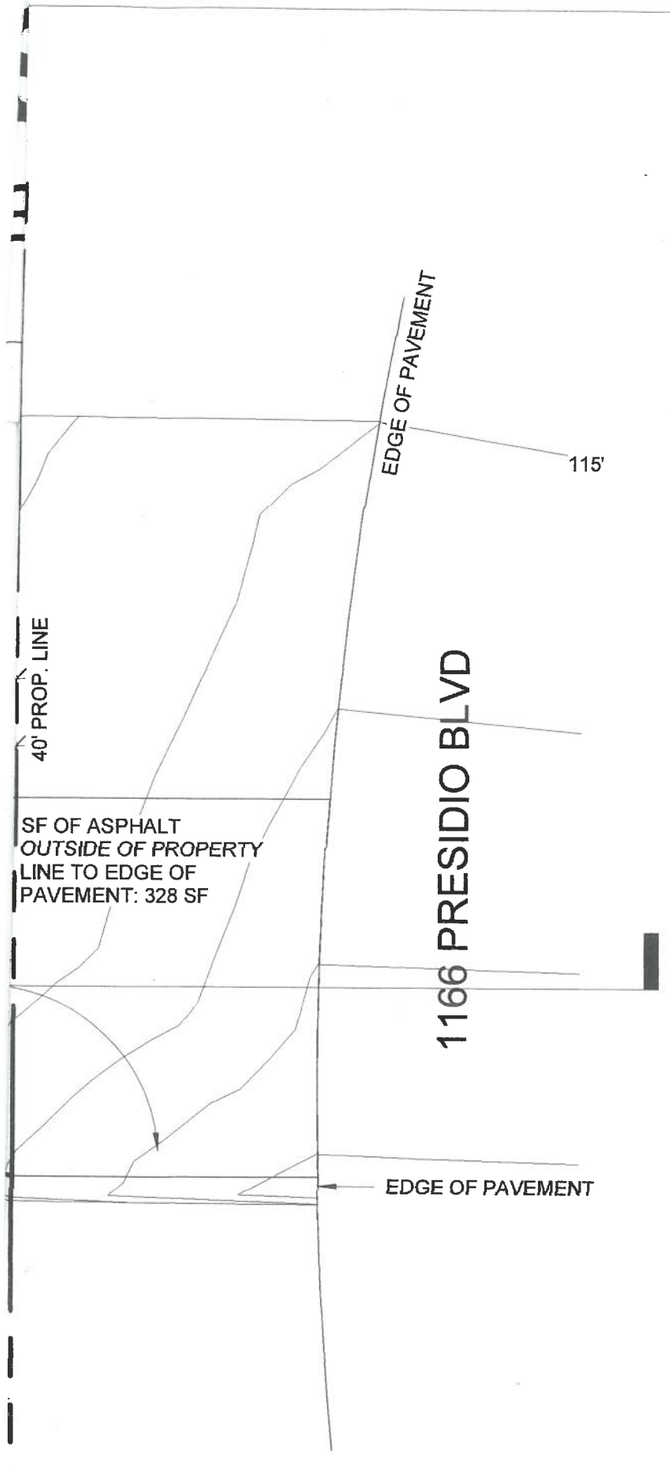
(b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.

(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

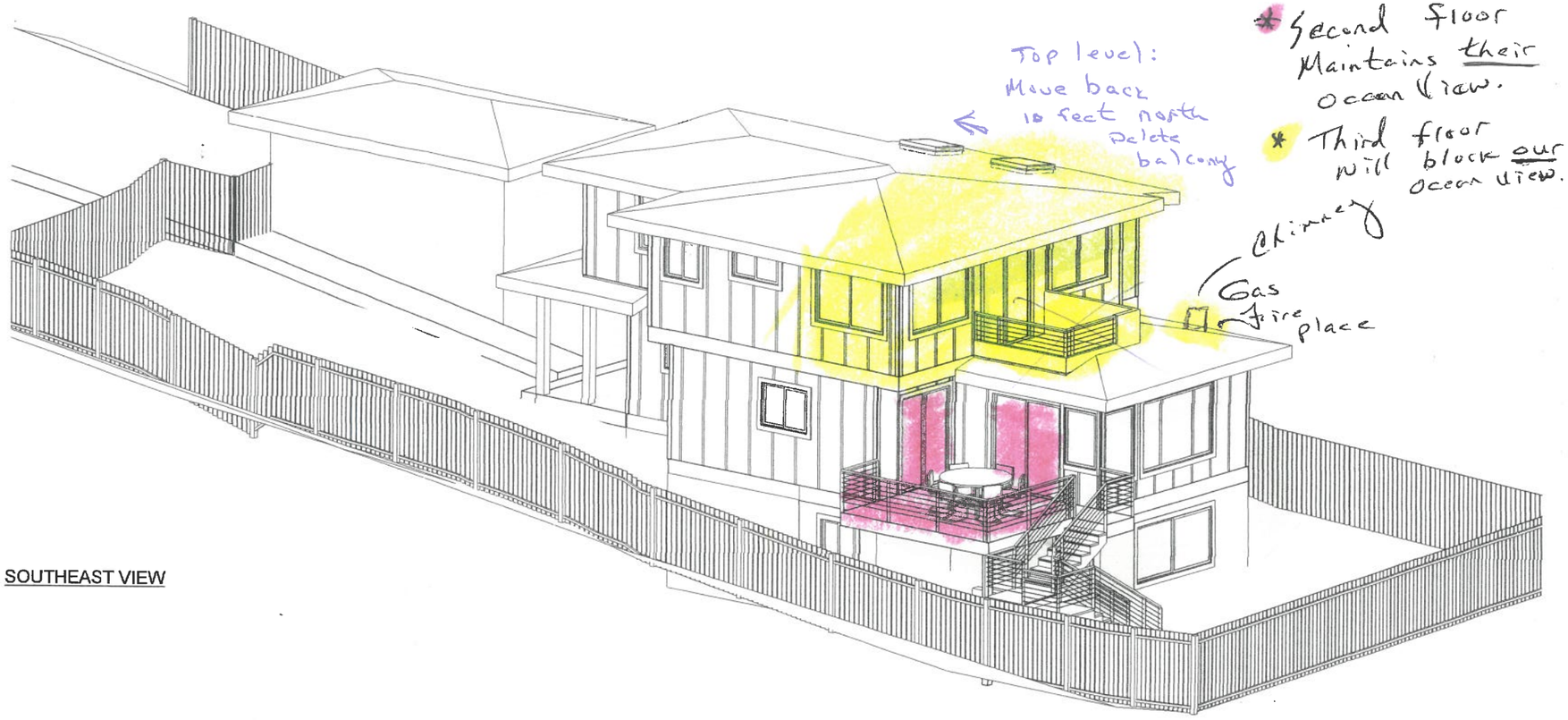
(d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

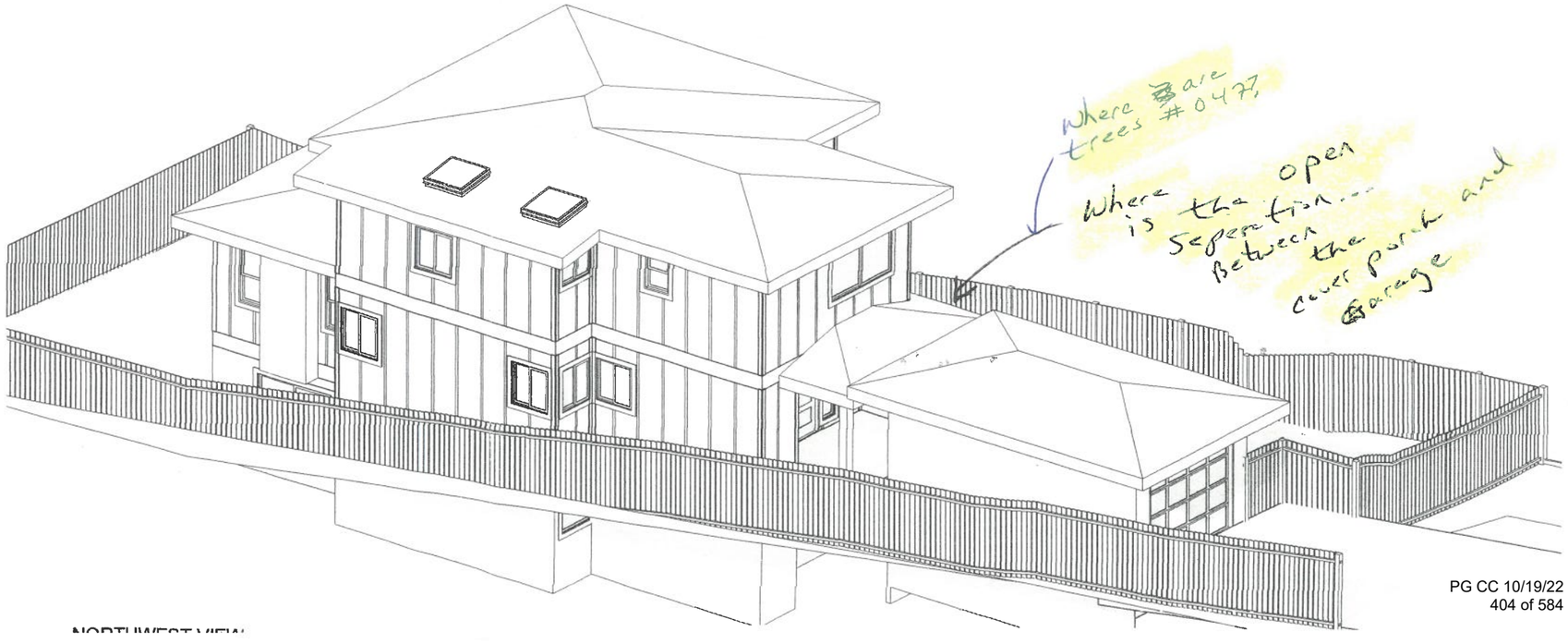
3D IMAGES



SITE DEVELOPMENT PLAN | 1



SOUTHEAST VIEW



NORTHWEST VIEW

RESIDENTIAL DESI
HOMES · ADDITIONS · REMO
www.KREBSDESIGNGROU
831 · 626 · 80

SITE DEVELOPMENT PLAN

NEW 6' HIGH WOOD FENCE W/GATE

100'
100'
120' PROP. LINE
105'
110'
4' - 0" SB
OUTLINE OF EXISTING HOUSE TO BE DEMO
101.00'
21'-9"
103.50
DECK
224 SF
12'-2"
106.25'
40' PROP. LINE
100.50'
20' - 0" SB
HOUSE
1618 SF
110.00' FIN. FLR. ELEV.
877 SF : MAIN FLR
741 SF : UPPER FLR
PORCH
97 SF
15' - 0" BUILDING SB
20' - 0" GARAGE SB
WALKWAY (246 SF)
PORCH + WALKWAY
20'-3 1/2"
GARAGE
246 SF
ASPHALT
SF OF ASPHALT W/IN PROPERTY LINE : 400 SF
Oak Tree #04
101.00'
13'
14'
107.75'
106.50'
18'-11"
4' - 0" SB
105'
120' PROP. LINE
110'
115'
REMOVE (E) TREES
SEE SITE SURVEY FOR
DIA OF TREES TO BE
REMOVED

2
A04

TRUE NORTH

CITY OF PACIFIC GROVE

Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
Tel: 831.648.3190 • Fax: 831.648.3184 • www.cityofpacificgrove.org

Permit Application

Application # AP-TPD 22-0108
Date: 4-5-2022 *
Total Fees:

APPLICANT/OWNER:

Project Address: 1166 Presidio Blvd **APN:** 007591013000

Project Description: demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage and removal of one 9-inch Coast Live oak. The project will also include approximately 290 square feet of deck area on the residence, and demolition of a shed.

Will the project create, add, or replace impervious surface? [X] Yes [ ] No

Will the project impact any tree(s) on site? Yes [ ] No

Applicant	Owner
Name: Craig Riddell	Name: Matthew & Mimi Meyer s Phone:
Phone: 831 521-1685	503 780-7188
Email: craig@hareconstruction.com	Email: mc_meyers@yahoo.com
Mailing Address: 221 15th St, Pacific Grove, CA	Mailing Address: 3 14 Fitch Ave, Monterey, CA
X Craig Riddell	93940

PLANNING STAFF USE ONLY:

Permit Request:

- [ ] CRD: Counter Determination
- [X] AP: Architectural Permit
- [ ] AAP: Administrative AP
- [ ] ADC: Arch Design Change
- [ ] ASP: Admin Sign Permit
- [ ] SP: Sign Permit
- [ ] UP: Use Permit
- [ ] AUP: Administrative UP
- [ ] CDP: Coastal Dev. Permit
- [ ] LLA: Lot Line Adjustment
- [ ] IHS: Initial Historic Screening
- [ ] HPP: Historic Preservation
- [ ] A: Appeal
- [X] TPD: Tree Permit W/ Dev't
- [ ] CDP Waiver/Admin. CDP
- [ ] VAR: Variance
- [ ] MMP: Mitigation Monitoring
- [ ] Water Entitlement
- [ ] Other:
- [ ] Other:

CEQA Determination:

- [X] Exempt
- [ ] Initial Study & Mitigated Negative Declaration
- [ ] Environmental Impact Report

Review Authority:

- [ ] Staff
- [ ] ZA
- [ ] SPRC
- [X] ARB
- [ ] HRC
- [ ] PC
- [ ] CC
- [ ]

Active Permits:

- [ ] Active Planning Permit
- [ ] Active Building Permit
- [ ] Active Code Violation

Permit #:

Overlay Zones:

- [ ] Butterfly Zone
- [ ] Area of Special Biological Significance (ASBS)
- [ ]

Property Information

Lot: 14 Block: 9 Tract: Del Monte Park
ZC: R-1 GP: MDR 9.7du/ac Lot Size: 4,839

- [ ] Historic Resources Inventory
- [ ] Archaeologically Sensitive Area
- [ ] CDP Appeal Jurisdiction

Staff Use Only:

Received by:
Assigned to: J. Sidor

* Revised application form submitted on 9-15-2022, JS per Planning Commission direction.

Application # _____

INDEMNIFICATION CONDITION

In consideration for City review and approval of application in this matter, the Owner/Applicant shall indemnify, defend, protect and hold harmless the City, its elected and appointed officials, officers, agents, and employees (collectively "Indemnitees"), using counsel approved in writing by the City, from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements which may accrue against Indemnitees by reason of the City's processing, approval or denial of the request and application in this matter. Indemnification shall include, but shall not be limited to any action, or proceeding brought to attack, set aside, void, annul, limit, or inhibit the approval of the application referenced above, and shall expressly include causes of action under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or the CA Coastal Act.

The obligation to indemnify shall include, but not be limited to, all costs relating to preparing administrative records, investigations, responses to discovery, retention of experts, and other costs, including attorney's fees or obligations related to this matter, including actions brought by the Owner/Applicant and extend to any expense incurred in establishing the City's right to indemnification. City expenses shall be paid by Owner/Applicant upon City request notwithstanding final disposition of the matter has not yet occurred. If the City is later determined to not be entitled to indemnification, the City shall repay amounts so advanced.

This indemnification condition is the Owner/Applicant's inducement to the City to process and approve the application, which approval would otherwise be withheld by City due to its concern for liability or expense that may result from performance of the City's duties. Should any dispute arise regarding interpretation of this condition, the prevailing party shall recover all reasonable costs incurred, including court costs, attorney fees and related expenses. Recovery of expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

This indemnification condition shall not require the Owner/Applicant to indemnify the City or other Indemnities: (a) to the extent that an obligation is actually paid by an insurer pursuant to an insurance policy; (b) in connection with any remuneration paid to the City, if it shall be finally adjudged that such remuneration was in violation of law; or (c) on account of the City's misconduct if such misconduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful.

Any permit or other approval given by the City to the Owner/Applicant Guarantor shall be valid only so long as this indemnification condition is given full force and effect. If this indemnification condition is revoked, the permit or other approval of the City shall then become null and void.

Owner/Applicant represents it (and any subsidiary) is (a) duly formed and organized, (b) validly existing and in good standing under state law, and (c) has all necessary power to execute and deliver this document and perform its obligations. Owner/Applicant also represents it is authorized to enter into this agreement by all requisite partnership, corporate or other action, and its terms are a valid and legally binding obligation. Neither execution nor delivery of this document nor performance of its obligations will violate any law or provision of any agreement, articles of incorporation, by-laws or other organizational or governing documents relating to Owner/Applicant, nor conflict with any court order relating to Owner/Applicant.

Applicant Signature: Craig Riddell **Date:** 9/15/2022

Owner Signature (Required): _____ **Date:** 2/4/2022

PROJECT DATA SHEET

Project Address: 1166 PRESIDIO BLVD **Submittal Date:** 06/01/2022

Applicant(s): HARE CONSTRUCTION **Permit Type(s) & No(s):** AP/TPD 22-0108

	REQUIRED/ Permitted	Existing Condition	Proposed Condition	Notes
Zone District	R-1	R-1	R-1	
Building Site Area		4800 SF	4800 SF	
Density (multi-family projects only)				
Building Coverage	1920 SF	1120 SF	1444 SF	30.1%
Site Coverage	2880 SF	1520 SF	1996 SF	41.6%
Gross Floor Area	2476 SF	1120 SF	2232 SF	
Square Footage not counted towards Gross Floor Area		0	0	
Impervious Surface Area Created and/or Replaced		500 SF	758 SF	
Exterior Lateral Wall Length to be demolished in feet & % of total*	_____	_____	___ft/___%	DEMO HOUSE
Exterior Lateral Wall Length to be built	_____	_____	320 LF	NEW HOUSE
Building Height	25’	18’	24.5’	
Number of stories		1	3	
Front Setback	15’	45’	20’	FOR GARAGE
EAST **Side Setback** (specify side)	4’	4’	4’	
WEST **Side Setback** (specify side)	4’	10’	4’	
Rear Setback	20’	20’	20’	
Garage Door Setback	20’	NA	20’	
Covered Parking Spaces	1	0	1	
Uncovered Parking Spaces	1	1	1	
Parking Space Size (Interior measurement)	9’ x 20’	NA	11’ X 20’	
Number of Driveways	1	0	1	
Driveway Width(s)		NA	16’	
Back-up Distance		NA	0	
Eave Projection (Into Setback)	3’ maximum	3’	2’	
Distances Between Eaves & Property Lines	3’ minimum	1’ E SIDE	3’	
Open Porch/Deck Projections	NA	0	0	
Architectural Feature Projections	NA	0	0	
Number & Category of Accessory Buildings	NA	O	0	
Accessory Building Setbacks	NA	NA	NA	
Distance between Buildings		NA	10-6”	HOUSE & GARAGE
Accessory Building Heights		NA	11’	
Fence Heights		6’	6’	

**If project proposes demolition to an HRI structure, also indicate % of proposed demolition of the surface of all exterior walls facing a public street or streets, if applicable.*

[Rev. 01/14/14]

CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950
T: 831.648.3190 • F: 831.648.3184 • www.ci.pg.ca.us/cdd

NOTICE OF EXEMPTION FROM CEQA

Property Address/Location: 1166 Presidio, Pacific Grove, CA 93950

Project Description: AP/TPD 220108

Description: Demolition of an existing single-family residence and construction of a 1,986 square foot single-family residence and 246 square foot detached garage.
APN: 007591013000
ZC: R-1
Lot Size: 4,800 square feet

Applicant Name:	Craig Riddell	Phone #:	831-521-1685
Mailing Address:	221 15th St, Pacific Grove, CA 93950		
Email Address:	craig@hareconstruction.com		

Public Agency Approving Project: City of Pacific Grove, Monterey County, California

Exempt Status (Check One):

- ☐ Ministerial (Sec. 21080(b)(1):15268))
- ☐ Declared Emergency (Sec. 21080(b)(3): 15269(a))
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- ☑ Categorical Exemption
  Type and Section Number: Class 2, §15302, Replacement or Reconstruction
- ☐ Statutory Exemption
  Type and Section Number:
- ☐ Other:

Exemption Findings:
The proposed project does not present any unusual circumstances that would result in a potentially significant environmental impact. This class of exemption is subject to exceptions from the exemption under §15300.2 of the CEQA Guidelines pertaining to location, cumulative impacts, significant effects, scenic highways, hazardous waste sites, and historical resources. In this case, none of these exceptions apply, and the proposed project qualifies for the Class 2 categorical exemption.

Contact: Joe Sidor, Planning Department, City of Pacific Grove

Contact Phone: (831) 648-3183

Signature: _____ **Date:** _____

CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950

T: 831.648.3183 • F: 831.648.3184 • www.ci.pg.ca.us/cdd

ARCHITECTURAL PERMIT (AP) AND TREE PERMIT WITH DEVELOPMENT (TPD) 22-0108 FOR A PROPERTY LOCATED AT 1166 PRESIDIO BOULEVARD TO ALLOW THE DEMOLITION OF AN EXISTING 1,120 SQUARE FOOT ONE-STORY SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A 1,986 SQUARE FOOT THREE-STORY SINGLE-FAMILY RESIDENCE WITH A 246 SQUARE FOOT DETACHED GARAGE. REMOVAL OF ONE 9-INCH COAST LIVE OAK.

FACTS

1. The subject site is located at 1166 Presidio Boulevard, Pacific Grove, APN 007-591-013.
2. The subject site has a designation of Medium Density Residential (9.7 du/ac) on the City's adopted Land Use Plan Map.
3. The project site is located in the R-1 Single Family Residential zoning district.
4. The property is not located within the City's Area of Special Biological Significance (ASBS).
5. The subject site is not located within the Coastal Zone nor within an archaeologically sensitive area.
6. The subject site is not listed on the City's Historic Resources Inventory (HRI). Also, on May 25, 2022, the City of Pacific Grove Historic Resources Committee (HRC) reviewed an Initial Historic Screening (IHS 22-0081) and determined the property ineligible for the City's HRI. This determination will remain in effect for 10 years from the date of approval.
7. The subject site is approximately 4,800 square feet in size.
8. The subject site is currently developed with an 1,120 square foot one-story single-family dwelling and detached shed.
9. The proposed development would include demolition of the existing residence and shed, and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. As designed, the project would conform to all required development standards for the zoning district.
10. Per PGMC § 12.30.010, a Tree Resource Assessment (Ono, Certified Arborist; June 21, 2022) prepared for the project concluded that removal of one protected tree would occur (a 9-inch Coast Live oak). Also, two non-protected trees (5-inch non-native Pittosporums) would be removed for the proposed development. The arborist recommended no replanting because the site is heavily vegetated and has a high number of existing oaks.
11. This project has been determined to be Categorically Exempt per California Environmental Quality Act (CEQA) Guidelines, Section 15302, Class 2, Replacement or Reconstruction, and the exceptions to the exemptions in Section 15300.2 of the CEQA Guidelines do not apply.

FINDINGS

For an Architectural Permit per PGMC Section 23.70.060(f)

1. *The architecture and general appearance of the completed project are compatible with the neighborhood.*

   The proposed project involves the construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. The project will also include approximately 290 square feet of deck area facing the rear property line. As designed, the project will be compatible with the neighborhood of medium- to large-sized one- to three-story residences. The surrounding streetscapes are comprised of residences with varying architectural styles, alignments, and scales. The proposed residence will use exterior colors and materials that will blend with the surrounding natural streetscape (i.e., gray vertical siding, green trim and accents, bronze aluminum windows and doors, and black

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asphalt shingle roof). Due to the topography of the site and proposed design, the façade also avoids large blank areas facing the street.

2. *The completed project will neither be detrimental to the orderly and harmonious development of the city nor impair the desirability of investment or occupation in the neighborhood.*

   There is no indication that the proposed re-development of the property will negatively affect the orderly and harmoniousdevelopment of the city or impair the desirability of investment in the neighborhood. The proposed residence and garage will increase the value of the property and contribute to the desirability of investment in the Del Monte Park neighborhood.

3. *The board has been guided by and referenced applicable provisions of the architectural review guidelines in making its determinations on single-family residences.*

   The architectural style, materials and site design are in substantial conformance with the City's Architectural Review Guidelines. Specifically, Guidelines Nos. 1, 2, 7, 9, and 24 relating to the mass and height of new structures, roof lines, 2nd floor balcony location and design, preservation of neighbor's views, and structural scale compared to the neighborhood were used in analyzing the proposed project to ensure compliance.

PERMIT

Architectural Permit (AP) and Tree Permit with Development (TPD) 22-0108 to allow the demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage. Removal of one 9-inch Coast Live oak.

CONDITIONS OF APPROVAL

1. **Permit Expiration.** This permit shall expire and be null and void if a building permit has not been applied for within two (2) years from and after the date of approval. Application for extension of this approval must be made prior to the expiration date.
2. **Construction Compliance.** All construction must occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff and may require Architectural Review Board approval.
3. **Terms and Conditions.** These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.
4. **Public Works, Fire and Building.** Review and approval by the Public Works and Fire Departments, and Building Division, are required prior to issuance of a building permit. Work taking place in the public right-of-way shall require an encroachment permit prior to issuance of the building permit.
5. **Conformance to Plans.** Development of the site shall conform to the approved plans for the "Meyers Residence" dated June 1, 2022, on file with the Community Development Department and to the Building Code, with the exception of any subsequently approved changes.
6. **Lighting.** All exterior lighting must conform to Architectural Review Guidelines Nos. 10 – 12.
7. **Building Plans.** All conditions of approval for the Planning permit(s) shall be printed on a full-size plan sheet and included with the construction plan set submitted to the Building Division.
8. **Archaeology and Inadvertent Discovery.** When human remains or artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant from a rotating list of MLDs. The MLD has 24 hours to respond. All

work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the Most Likely Descendant.

9. **Cultural and/or Archaeological Artifacts.** If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.
10. **Tree Protection Standards During Construction:** Pursuant to Municipal Code Chapters 12.20 and 12.30, and the *Urban Forestry Standards,* all trees that are otherwise protected and will be impacted as a result of development, both proposed for pruning or removal and where the development will impact the critical root zone of the tree are protected. Prior to issuance of the building permit, the Project Arborist shall review grading, drainage, utility, building and landscape plans to determine required minimum tree protection standards during construction.

NOW, THEREFORE, BE IT RESOLVED BY THE ARCHITECTURAL REVIEW BOARD OF THE CITY OF PACIFIC GROVE:

1. The Board determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Permit.
2. The Board authorizes approval of AP/TPD 22-0108 to allow demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak.
3. This permit shall become effective upon the expiration of the 10-day appeal period.
4. This permit shall not take effect until the owner acknowledges and agrees to all terms and conditions and agrees to conform to and comply with those terms and conditions.

Passed and adopted at a regular meeting of the Architectural Review Board of the City of Pacific Grove on the 9th day of August, 2022, by the following vote:

AYES:	Boyle, Gaino, Wells, Eldridge, and Gunby
NOES:	None
ABSENT:	None
ABSTENTIONS:	None

APPROVED:

DocuSigned by:
Michael Gunby
3FA8686780BB4D0...
Michael Gunby, Chair

The undersigned hereby acknowledge and agree to the approved terms and conditions, and agree to fully conform to, and comply with, said terms and conditions.

DocuSigned by:
FFB59033DF3F475...
Matthew Meyers (Owner)

8/15/2022
Date

DocuSign Envelope ID: DBBD0703-F04A-4285-851A-F66053CB54DA

CITY OF PACIFIC GROVE
Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
T: 831.648.3183 • F: 831.648.3184 • www.ci.pg.ca.us/cdd

ARCHITECTURAL PERMIT (AP) AND TREE PERMIT WITH DEVELOPMENT (TPD) 22-0108 FOR A PROPERTY LOCATED AT 1166 PRESIDIO BOULEVARD TO ALLOW THE DEMOLITION OF AN EXISTING 1,120 SQUARE FOOT ONE-STORY SINGLE-FAMILY RESIDENCE AND CONSTRUCTION OF A 1,986 SQUARE FOOT THREE-STORY SINGLE-FAMILY RESIDENCE WITH A 246 SQUARE FOOT DETACHED GARAGE AND REMOVAL OF ONE 9-INCH COAST LIVE OAK.

FACTS

1. The subject site is located at 1166 Presidio Boulevard, Pacific Grove, APN 007-591-013.
2. The subject site has a designation of Medium Density Residential (9.7 du/ac) on the City's adopted Land Use Plan Map.
3. The project site is located in the R-1 Single Family Residential zoning district.
4. The subject property is not located within the City's Area of Special Biological Significance (ASBS), the Coastal Zone, nor within an archaeologically sensitive area.
5. The subject site is not listed on the City's Historic Resources Inventory (HRI). Also, on May 25, 2022, the City of Pacific Grove Historic Resources Committee (HRC) reviewed an Initial Historic Screening (IHS 22-0081) and determined the property ineligible for the City's HRI. This determination will remain in effect for 10 years from the date of approval.
6. The subject site is approximately 4,800 square feet in size.
7. The subject site is currently developed with an 1,120 square foot one-story single-family dwelling and detached shed.
8. The proposed development would include demolition of the existing residence and shed, and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. As designed, the project would conform to all required development standards for the zoning district.
9. Per PGMC § 12.30.010, a Tree Resource Assessment (Ono, Certified Arborist; June 21, 2022) prepared for the project concluded that removal of one protected tree would occur (a 9-inch Coast Live oak). Also, two non-protected trees (5-inch non-native Pittosporums) would be removed for the proposed development. The arborist recommended no replanting because the site is heavily vegetated and has a high number of existing oaks.
10. This project has been determined to be Categorically Exempt per California Environmental Quality Act (CEQA) Guidelines, Section 15302, Class 2, Replacement or Reconstruction, and the exceptions to the exemptions in Section 15300.2 of the CEQA Guidelines do not apply.
11. The City's Architectural Review Board (ARB) reviewed the proposed project at a noticed public hearing on August 9, 2022. The ARB voted unanimously (5 – 0) to approve AP-TPD 22-0108.
12. On August 12, the appellant submitted a timely appeal of the ARB's decision to approve AP-TPD 22-0108.

FINDINGS

For an Architectural Permit per PGMC Section 23.70.060(f)

1. The architecture and general appearance of the completed project are compatible with the neighborhood.

The proposed project involves the construction of a 1,986 square foot three-story single-family residence with

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a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. The project will also include approximately 290 square feet of deck area facing the rear property line. As designed, the project will be compatible with the neighborhood of medium- to large-sized one- to three-story residences. The surrounding streetscapes are comprised of residences with varying architectural styles, alignments, and scales. The proposed residence will use exterior colors and materials that will blend with the surrounding natural streetscape (i.e., gray vertical siding, green trim and accents, bronze aluminum windows and doors, and black asphalt shingle roof). Due to the topography of the site and proposed design, the façade also avoids large blank areas facing the street.

2. *The completed project will neither be detrimental to the orderly and harmonious development of the city nor impair the desirability of investment or occupation in the neighborhood.*

   There is no indication that the proposed re-development of the property will negatively affect the orderly and harmoniousdevelopment of the city or impair the desirability of investment in the neighborhood. The proposed residence and garage will increase the value of the property and contribute to the desirability of investment in the Del Monte Park neighborhood.

3. *The board has been guided by and referenced applicable provisions of the architectural review guidelines in making its determinations on single-family residences.*

   The architectural style, materials and site design are in substantial conformance with the City's Architectural Review Guidelines. Specifically, Guidelines Nos. 1, 2, 7, 9, and 24 relating to the mass and height of new structures, roof lines, 2nd floor balcony location and design, preservation of neighbor's views, and structural scale compared to the neighborhood were used in analyzing the proposed project to ensure compliance.

PERMIT

Architectural Permit (AP) and Tree Permit with Development (TPD) 22-0108 to allow the demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage and removal of one 9-inch Coast Live oak.

CONDITIONS OF APPROVAL

1. **Permit Expiration**. This permit shall expire and be null and void if a building permit has not been applied for within two (2) years from and after the date of approval. Application for extension of this approval must be made prior to the expiration date.
2. **Construction Compliance.** All construction must occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff and may require Architectural Review Board and/or Planning Commission approval.
3. **Terms and Conditions.** These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.
4. **Public Works, Fire and Building.** Review and approval by the Public Works and Fire Departments, and Building Division, are required prior to issuance of a building permit. Work taking place in the public right-of-way shall require an encroachment permit prior to issuance of the building permit.
5. **Conformance to Plans.** Development of the site shall conform to the approved plans for the "Meyers Residence" dated June 1, 2022, on file with the Community Development Department and to the Building Code, with the exception of any subsequently approved changes.
6. **Lighting.** All exterior lighting must conform to Architectural Review Guidelines Nos. 10 – 12.
7. **Building Plans.** All conditions of approval for the Planning permit(s) shall be printed on a full-size plan

sheet and included with the construction plan set submitted to the Building Division.

8. **Archaeology and Inadvertent Discovery.** When human remains or artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the Most Likely Descendant.
9. **Cultural and/or Archaeological Artifacts.** If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.
10. **Tree Protection Standards During Construction:** Pursuant to Municipal Code Chapters 12.20 and 12.30, and the *Urban Forestry Standards,* all trees that are otherwise protected and will be impacted as a result of development, both proposed for pruning or removal and where the development will impact the critical root zone of the tree are protected. Prior to issuance of the building permit, the Project Arborist shall review grading, drainage, utility, building and landscape plans to determine required minimum tree protection standards during construction.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THECITY OF PACIFIC GROVE:

1. The Planning Commission determines that each of the Facts and Findings set forth above is true and correct, and by this reference incorporates those Facts and Findings as an integral part of this Permit.
2. The Planning Commission denies the appeal and upholds the decision of the Architectural Review Board to approve AP-TPD 22-0108.
3. The Planning Commission finds the project Categorically Exempt per CEQA Guidelines, Section 15302, Class 2, Replacement or Reconstruction, and also finds that the exceptions to the exemptions in Section 15300.2 of the CEQA Guidelines do not apply.
4. The Planning Commission approves this permit (AP-TPD 22-0108) to allow demolition of an existing 1,120 square foot one-story single-family residence and construction of a 1,986 square foot three-story single-family residence with a 246 square foot detached garage, and removal of one 9-inch Coast Live oak. The Planning Commission's motion to approve the project includes removal of the proposed upper deck and submittal of a revised application form consistent with the project as approved.
5. The required Findings and Conditions of Approval are hereby approved and incorporated herein by reference.
6. This permit shall become effective upon the expiration of the 10-day appeal period.
7. This permit shall not take effect until the owner acknowledges and agrees to all terms and conditions and agrees to conform to and comply with those terms and conditions.

Passed and adopted at a regular meeting of the Planning Commission of the City of Pacific Grove on the 8th day of September, 2022, by the following vote:

AYES:	Fredrickson, Murphy, Aeschliman, Beck, Nodzenski, Sawyer, and Lilley
NOES:	None
ABSENT:	None

ABSTENTIONS: None

APPROVED:

DocuSigned by:
Steven Lilley
55D62BDE95AE47A...
Steven Lilley, Chair

The undersigned hereby acknowledge and agree to the approved terms and conditions, and agree to fully conform to, and comply with, said terms and conditions.

DocuSigned by:
Matthew Meyers
FFB59033DF3F475...
Mathew Meyers (Owner)

9/22/2022
Date

Amended Report
Tree Resource Assessment
1166 Presidio Boulevard

Prepared for:

Mr. Matthew Meyers

Prepared by:

Frank Ono
Urban Forester
Member Society of American Foresters #48004
ISA Certified Arborist #536
1213 Miles Avenue
Pacific Grove, CA 93950

September 23, 2022

Owner:

Mr. Matthew Meyers
314 Fitch Ave.
Monterey CA 93940

Architect/Designer:

Hare Construction
221 15th Street, Pacific Grove, CA 93950
Monterey: 831 655 9507

Forester and Arborist

Frank Ono, Member SAF #48004, ISA Certified Arborist #536
F.O. Consulting
1213 Miles Ave
Pacific Grove, CA 93950

SUMMARY

Development is proposed for this site requiring excavation near oak trees on site. The project proposes to demolish an existing structure to build a single-family dwelling and detached garage. Excavation and hardscape removal will be performed near several trees, and the location of the new home will require the removal of an oak tree and several shrubs. A tree assessment/arborist report has been prepared that identifies and addresses the effects that the project will have on the existing tree resources on-site as well as a list of recommendations regarding trees on the project.

INTRODUCTION

This amended tree assessment/arborist report is prepared for Mr. Matthew Meyers, the owner of the property located at 1166 Presidio Boulevard by Frank Ono, Urban Forester and Certified Arborist (member Society of American Foresters #48004 and International Society of Arboriculture Certified Arborist #536). The City of Pacific Grove Land Use Plan and City Zoning Ordinances identify native Coast live oak as a tree species requiring protection and special consideration for management.

ASSIGNMENT/SCOPE OF PROJECT

To ensure the protection of the tree resources on-site, the property owner, Mr. Matthew Meyers, has requested an assessment of the trees in proximity to proposed development areas. The findings of the report are to be documented in an arborist report to work in conjunction with other conditions for approval of the building permit application. To accomplish this assignment, the following tasks have been completed;

- Evaluate health, structure, and preservation suitability for each protected tree within or adjacent (15 feet or less) to the proposed development of oak trees greater than or equal to six diameter inches at 56 inches above grade or non-native trees greater than 12" diameter inches 56 inches above grade.
- Review proposed building site plans as provided by Hare Construction.
- Make recommendations for alternative methods and preconstruction treatments to facilitate tree retention.
- Create preservation specifications, as it relates to a Tree Location/Preservation Map.
- Determine the number of trees affected by construction as defined by the City of Pacific Grove Zoning Ordinance; as well as mitigation requirements for those to be affected.
- Document findings in the form of a report as required by the City of Pacific Grove Planning Department.

LIMITATIONS

This assignment is limited to the review of plans submitted to me on May 31, 2022, by Hare Construction to assess the effects of potential construction on trees within or adjacent to construction activities. The assessment has been made of these plans specifically and no other plans were reviewed. Only minor grading and erosion details are discussed in this report as it relates to tree health. It is not the intent of this report to be a monetary valuation of the trees or provide a risk assessment for any tree on this parcel, as any tree can fail at any time. No clinical diagnosis was performed on any pest or pathogen that may or may not be present. In addition to an inspection of the property, F.O. Consulting relied on information provided in the preparation of this report (such as surveys, property boundaries, and property ownership) and must reasonably rely on the accuracy of the information provided. F.O. Consulting shall not be responsible for another's means, methods, techniques, schedules, sequence, or' procedures, or for contractor safety or any other related programs; or for another's failure to complete the work following the plans and specifications.

PURPOSE AND GOAL

This tree resource assessment/arborist report is prepared for this parcel due to proposed construction activities located at 1166 Presidio Boulevard, Pacific Grove CA. This assessment is to determine what trees will be affected by the proposed project. Oak trees are considered protected trees as defined by the Greater Monterey Peninsula Land Use Plan and City of Pacific Grove Zoning Ordinances.

The goal of this report is to protect and maintain the Pacific Grove Urban forested resources through the adherence to development standards, which allow the protection, and maintenance of its forest resources. Furthermore, it is the intended goal of this report to aid in planning to offset any potential effects of the proposed development on the property while encouraging forest stability and sustainability, perpetuating the urban forested character of the property and the immediate vicinity.

SITE DESCRIPTION

1) Assessor's Parcel Number: 007-591-013-000.

2) Location: 1166 Presidio Boulevard, Pacific Grove.

3) Parcel size: 0.111037 Acres.

4) Existing Land Use: The parcel is developed and zoned for residential use.

5) Slope: The parcel is terraced with benches; the slope is less than 25%.

6) Soils: The parcel is located on soils classified by the Monterey County Soils report as Sheridan coarse sandy loam, 5 to 15 percent slopes. The Sheridan series consists of well-drained soils on hills and mountains. Runoff is medium, and the erosion hazard is slight. These soils are formed in material underlain by granitic and schistose rock. Slopes are 5 to 75 percent. Most areas of this soil are used for range or building sites.

7) Vegetation: The vegetation associated with this soil type is generally open grass or grass and oak type or it consists of madrone, scattered Coulter and ponderosa pine, and brush. This site is composed of Coast live oak and planted ornamental as an understory.

8) Forest Condition and Health: The stand of trees and health are evaluated with the use of the residual trees combined with surrounding adjacent trees as a complete stand. The site is developed, and the surrounding pine forest canopy is fragmented. The overstory is a closed cone forest that is urbanized and transitioning to a lower oak canopy. The site is overcrowded with oaks and appears to be in a state of longtime deferred maintenance.

BACKGROUND

The assessment focuses on the incorporation of the preliminary location of site improvements coupled with consideration for the general goals of site improvement desired by the landowner. Proposed improvements assessed included preserving trees to the greatest extent feasible, maintaining the view shed, and general aesthetic quality of the area while complying with City of Pacific Grove Municipal Codes. The study of individual trees determined treatments necessary to complete the project and meet the goals of the landowner. Trees within and immediately adjacent proposed development area were located, measured, inspected, flagged, and recorded. The assessment of each tree concluded with an opinion of whether the tree should be removed, or preserved, based on the extent and effect of construction activity on the short and long-term health of the tree. All meetings and field reviews were focused on the area immediately surrounding the proposed development.

TREE LIST

The following trees were observed and tagged on site:

- 042 – 12”, 13” diameter codominant positioned, double stemmed oak at the center of the front portion of the lot.
- 043 - 9” diameter oak- codominant position
- 044 - 7” diameter suppressed oak behind the aloe along the west property line.
- 045 - 16” diameter dominant oak
- 046 - 9” diameter suppressed oak with lean, it is not an upper canopy tree and is identified for removal
- 047 – 12”, 11”, 10” diameter triple stem oak located against the existing structure.
- 048 and 049 – both 5” diameter Pittosporums located along the East fence line are to be removed
- 050 – 7”and 6” diameter double stem oak, it is a suppressed tree
- 051- 13” diameter oak – codominant positioned
- 052 -14”, 13” diameter double stemmed, codominant Oak
- 053–16“ diameter codominant oak with lean to the south high, with Hypoxylon on its bark

OBSERVATIONS/DISCUSSION

The following list includes observations made while on-site and summarizes details discussed during this stage of the planning process.

- The site is developed with an existing structure and parking area. My understanding is that most of the existing trees are to remain.
- The previous grading for retaining walls has been performed around many of the existing oaks that affect each tree differently. A suppressed coast live oak (#046) in poor condition with exhibiting signs of fungal activity on its stem with epicormic shoot growth is proposed for removal.
- Two 5” diameter non-native pittosporums (049 and 048) are to be removed.
- The project proposes to demolish the existing structure where tree #047 is growing against it. After close inspection, it appears that careful construction critical root zone encroachment will be minimal and due to the soil type, not many roots will be encountered. The tree is expected to satisfactorily survive construction.

CONCLUSION/PROJECT ASSESSMENT

This proposal to build an addition to a single-family residence and detached garage is planned to maintain the existing urban forested environment, allowing the urban forest to continue to exist and regenerate over time. Two non-native trees that measure less than 12" in diameter (048 and #049) and one small and suppressed oak tree (#046) in poor condition are proposed for removal due to construction grading for the garage; the oak will not survive construction. All remaining trees of protected diameter size are expected to survive construction when properly protected and monitored.

Short Term and Long Term Effects

Site disturbance will occur during building construction. Short-term effects are confined to the construction envelope and immediate surroundings, where trees may be trimmed and root systems reduced. The pruning of tree crowns above 30% and reduction of root area may have a short-term effect on those trees treated, including a reduction of growth and potential limb dieback.

No significant long-term effects on the urbanized forest ecosystem are anticipated as this is already a developed residential site. The project as proposed is not likely to significantly reduce the availability of urbanized wildlife habitats over the long term. Whenever construction activities take place near trees, there is the potential for those trees to experience a decline in the long term as well. The greatest attempt has been made to identify for removal trees likely to experience decline from development.

RECOMMENDATIONS

Tree Pruning

It is to be understood that the pruning of retained trees may be expected for this site, especially near building construction areas. Pruning will be following American National Standards Institute (ANSI) A300 (Part 1) Tree Management Standards in accordance with the International Society of Arboriculture Best Management Practices and will include trees with deadwood, minor structural defects, or diseases that must be compensated, and possibly vehicle or pedestrian clearance. Trees should be monitored on occasion for health and vigor after pruning. Should the health and vigor of any tree decline it will be treated as appropriately recommended by a certified arborist or qualified forester. Remedial pruning should occur before construction. Following construction, any above-ground tree pruning/trimming should be delayed until one year after completion of construction. Following construction, a qualified arborist should monitor trees adjacent to the area of the improvement and if any decline in health that is attributable to the construction is noted, additional trees should be planted on the site.

Tree Removal and Replacement

Removal of a suppressed coast live oak (#046) is recommended because it is in poor condition. The site is heavily vegetated and this tree grows beneath other taller oaks. It exhibits signs of fungal activity on its stem and will be impacted by grading for the garage. Because the site is so heavily vegetated and has a high number of oaks, no replanting is recommended to avoid a crowded over-vegetated lot with no sunlight.

Tree Protection

Before the commencement of construction activities:

- Trees located adjacent to construction areas shall be protected from damage by construction equipment by the use of temporary fencing and through the wrapping of trunks with protective materials.
- Fencing shall consist of chain link, snowdrift, plastic mesh, hay bales, or field fence. Existing fencing may also be used.
- Fencing must not be to be attached to the tree. It shall be free-standing or self-supporting so as not to damage trees. Fencing shall be rigidly supported and shall stand a minimum height of four feet above grade.
- Soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and/or dumping of materials should not be allowed adjacent to trees on the property, especially within fenced areas.
- Fenced areas and trunk protection materials must remain in place during the entire construction period.

During grading and excavation activities:

- All trenching, grading or any other digging or soil removal that is expected to encounter tree roots will be monitored by a qualified arborist or forester to ensure against drilling or cutting into or through major roots.
- The project arborist should be on-site during excavation activities to direct any minor field adjustments that may be needed.
- Trenching for the retaining wall and driveway located adjacent to any tree should be done by hand where practical and any roots greater than 3-inches diameter should be bridged or pruned appropriately.
- Any roots that must be cut should be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock-saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- Any roots damaged during grading or excavation should be exposed to sound tissue and cut cleanly with a saw.

If at any time potentially significant roots are discovered:

- The arborist/forester will be authorized to halt excavation until appropriate mitigation measures are formulated and implemented.
- When significant roots are identified that must be removed that will destabilize or negatively affects the target trees, the property owner will be notified immediately and a determination for removal will be assessed and made as required by law for treatment of the area that will not risk death decline or instability of the tree consistent with the implementation of appropriate construction design approaches to minimize effects, such as hand digging, bridging or tunneling under roots, etc.

Best Management Practices to Observe (BMP)

The following best management practices must be adhered to:

A) Tree service contractors will verify animal or bird nesting before tree work. If nesting activity of migratory birds is found, work must stop and a wildlife biologist consulted before commencing work (the typical bird nesting season ranges from February 22 to August 1).
B) Do not deposit any fill around trees, which may compact soils and alter water and air relationships. Avoid depositing fill, parking equipment, or staging construction materials near existing trees. Covering and compacting soil around trees can alter water and air relationships with the roots. Fill placed within the drip line may encourage the development of oak root fungus (Armillaria mellea). As necessary, trees may be protected by boards, fencing, or other materials to delineate protection zones.
C) Pruning shall be conducted so as not to unnecessarily injure the tree. General-Principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first, and for live oak, avoiding the period from February through May.
D) Native live trees are not adapted to summer watering and may develop crown or root rot as a result. Do not regularly irrigate within the drip line of oaks. Native, locally adapted, drought-resistant species are the most compatible with this goal.
E) Root cutting should occur outside of the springtime. Late June and July would likely be the best. Pruning of the live crown should not occur from February through May.
F) Tree material greater than 2 inches in diameter remaining on-site for more than one month that is not cut and split into firewood must be covered with thick clear plastic that is dug in securely around the pile to discourage infestation and dispersion of bark beetles.
G) A mulch layer up to approximately 4 inches deep should be applied to the ground under selected trees following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on-site.
H) If trees along near the development are visibly declining in vigor, a Professional Forester or Certified Arborist should be contacted to inspect the site to recommend a course of action.

Report Prepared By:

Frank Ono, SAF Forester #48004 and ISA Certified Arborist #536 — September 23, 2022 Date

PHOTOGRAPHS

View of the entrance to the site

Non-native vegetation (Aloe) in front of tree #044 (oak) behind the Aloe plant

Aloe hiding tree #044

#046 is the oak to the left and the two 5” diameter Pittosporums are in the center against the fence, tree #047 is on the right growing near the structure.

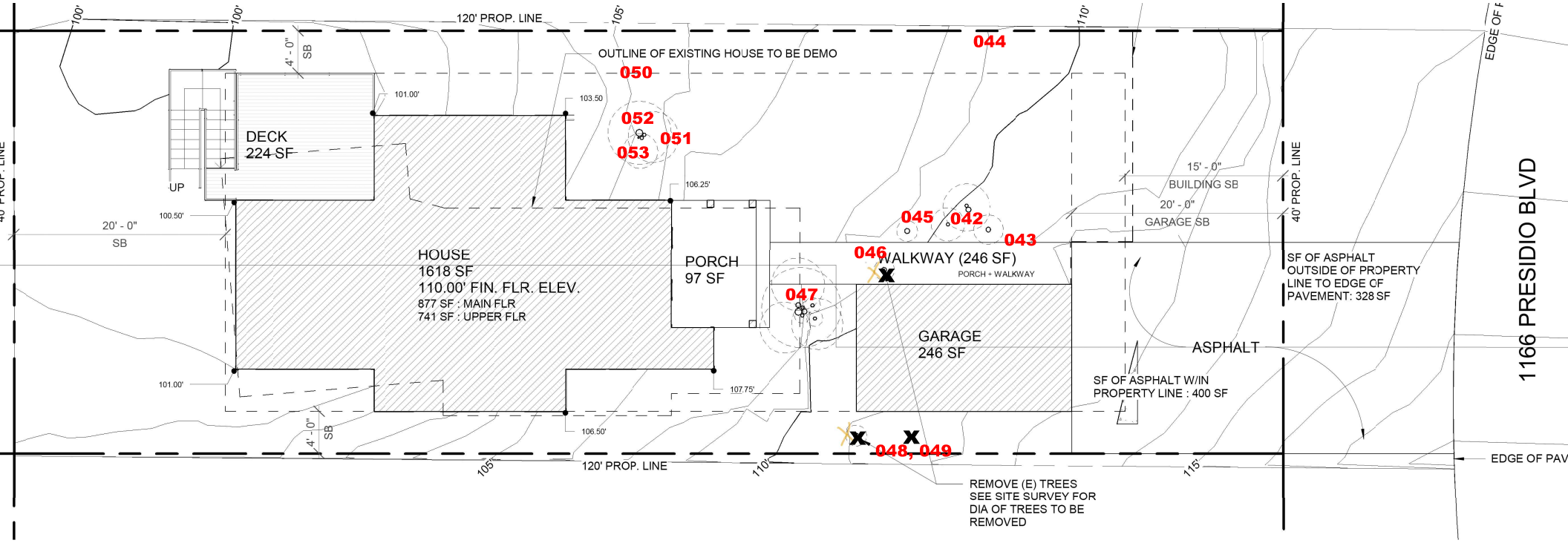
#046 is to be removed

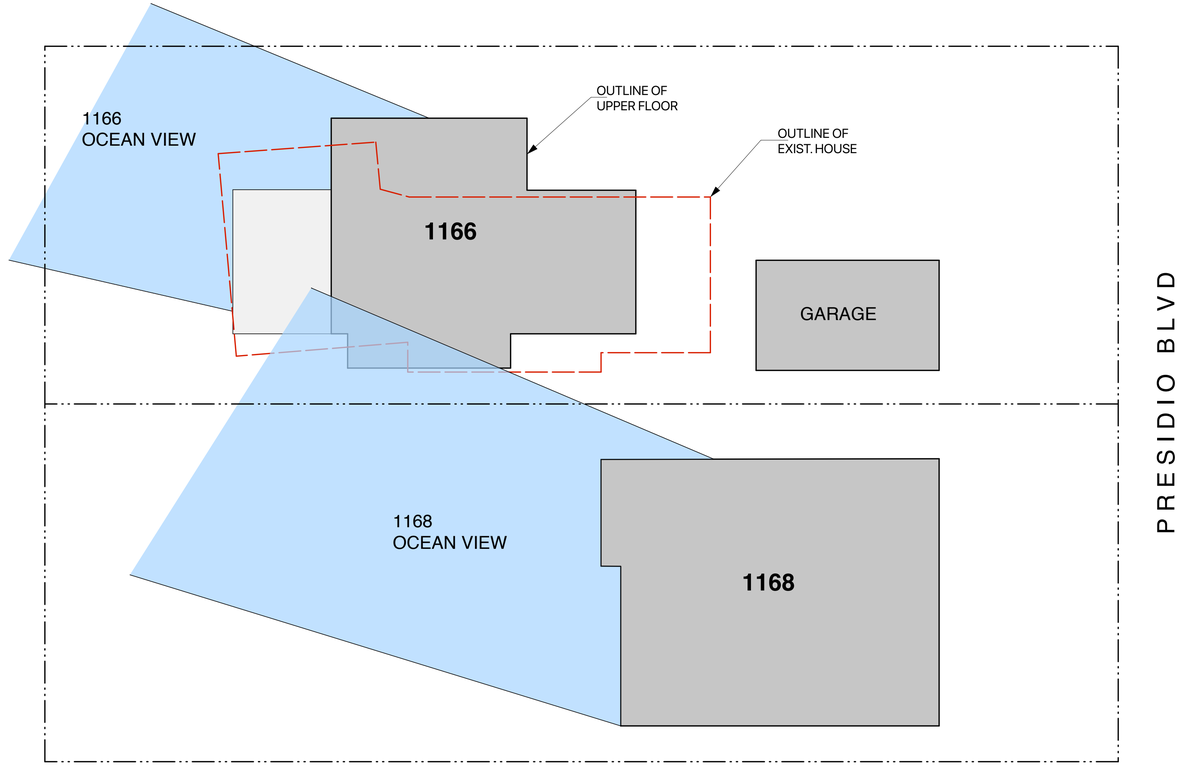
Trees #051-053 are on the left, and #050 (a small suppressed tree) is just to the right inside the gate

Tree #050 – double stemmed oak outside demo area

Canopy density looking from front of the property down onto the site

View of dense crown looking to the south


100'
100'
120' PROP. LINE
105'
110'
4' - 0"
SB
OUTLINE OF EXISTING HOUSE TO BE DEMO
044
050
101.00'
103.50
052
051
053
DECK
224 SF
UP
106.25'
100.50'
20' - 0"
SB
045
042
043
046
WALKWAY (246 SF)
PORCH + WALKWAY
HOUSE
1618 SF
110.00' FIN. FLR. ELEV.
877 SF : MAIN FLR
741 SF : UPPER FLR
PORCH
97 SF
047
GARAGE
246 SF
ASPHALT
101.00'
107.75'
106.50'
048, 049
15' - 0"
BUILDING SB
20' - 0"
GARAGE SB
40' PROP. LINE
SF OF ASPHALT
OUTSIDE OF PROPERTY
LINE TO EDGE OF
PAVEMENT: 328 SF
SF OF ASPHALT W/IN
PROPERTY LINE : 400 SF
1166 PRESIDIO BLVD
EDGE OF PAV
105'
120' PROP. LINE
110'
115'
REMOVE (E) TREES
SEE SITE SURVEY FOR
DIA OF TREES TO BE
REMOVED



ISSUED:

REVISED: DATE:

KREBS DESIGN GROUP LLC

RESIDENTIAL DESIGN

831-626-8082

PLANNING SUBMITTAL NOT FOR CONSTRUCTION

NEW HOUSE

MEYERS RESIDENCE

1166 PRESIDIO BLVD, PACIFIC GROVE, CA

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OCEAN VIEW SHED

A07

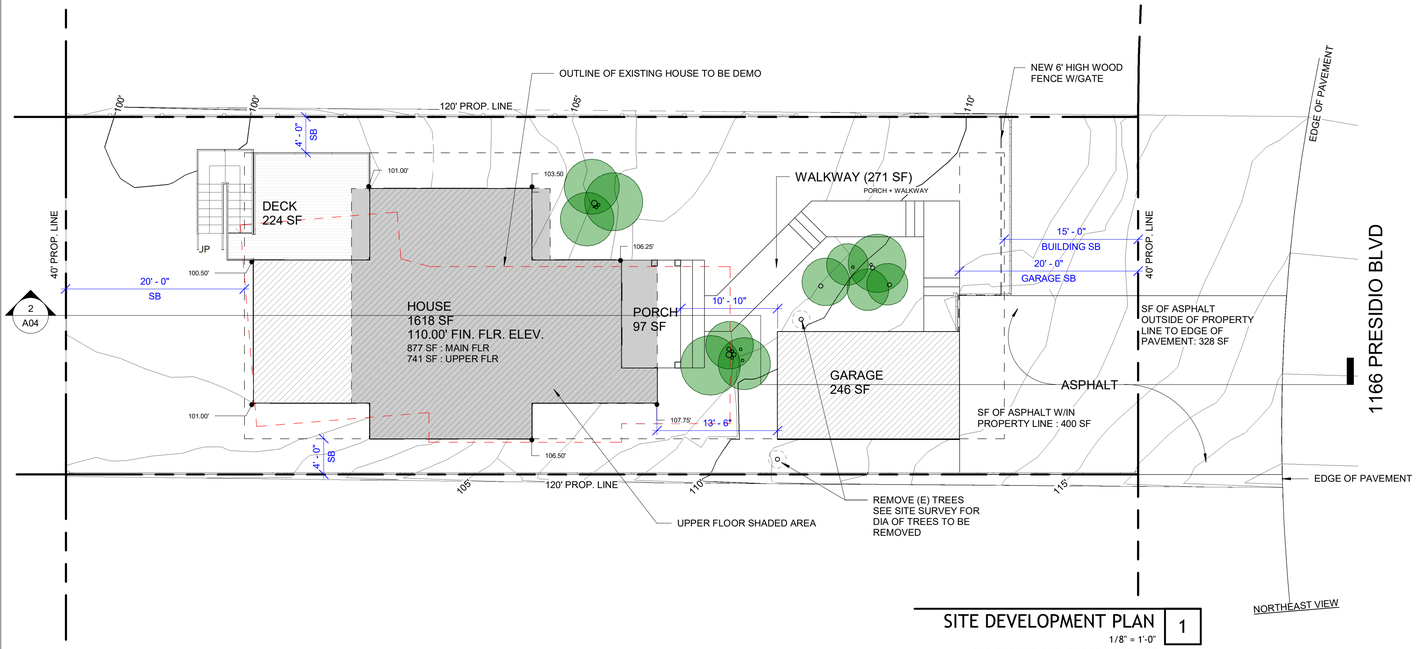
SHT. OF TOTAL SHTS

NEW RESIDENCE

1166 PRESIDIO BLVD

PACIFIC GROVE, CA

SITE DEVELOPMENT PLAN

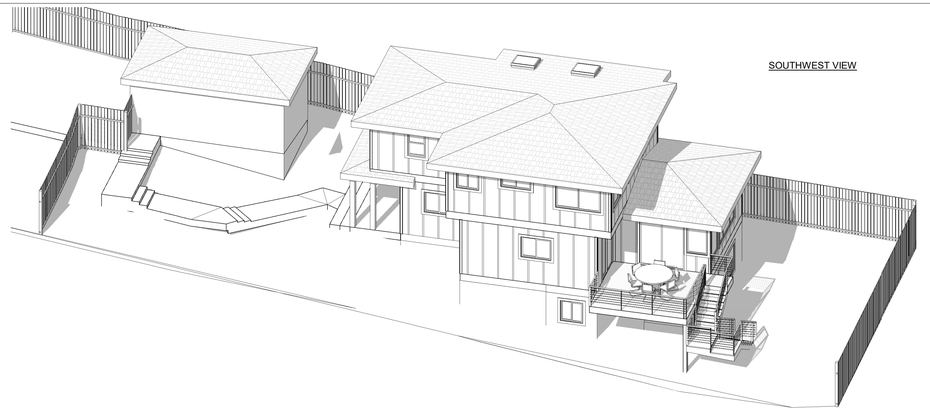


SITE DEVELOPMENT PLAN 1

1/8" = 1'-0"

SEE EXISTING SURVEY FOR MORE INFO

3D IMAGES



SOUTHWEST VIEW

NORTHEAST VIEW

PROJECT TEAM

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MECHANICAL
MONTEREY ENERGY GROUP
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EMAIL: INFO@MEG4.COM

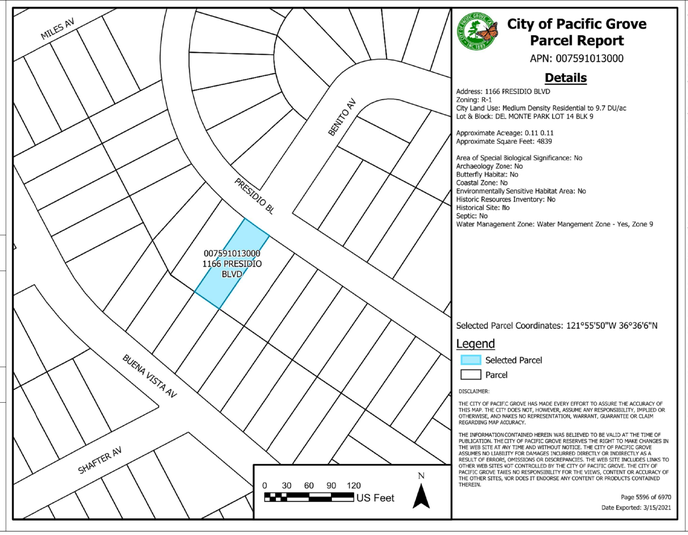
DEFERRED SUBMITTALS

PROJECT CODES

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING BUILDING CODES AND ASSOCIATED COUNTY OF MONTEREY AMENDMENTS:

-2019 CALIFORNIA RESIDENTIAL CODE
-2019 CALIFORNIA BUILDING CODE
-2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
-2019 CALIFORNIA ELECTRICAL CODE
-2019 CALIFORNIA MECHANICAL CODE
-2019 CALIFORNIA PLUMBING CODE
-2019 CALIFORNIA FIRE CODE
-2019 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS

VICINITY MAP



City of Pacific Grove Parcel Report

APN: 007591013000

Details

Address: 1166 PRESIDIO BLVD
Zoning: R-1
City Land Use: Medium Density Residential to 9.7 DU/ac
Lot & Block: DEL MONTE PARK LOT 14 BLK 9

Approximate Acreage: 0.11 0.11
Approximate Square Feet: 4839

Area of Special Biological Significance: No
Archaeology Zone: No
Butterfly Habitat: No
Coastal Zone: No
Environmentally Sensitive Habitat Area: No
Historic Resources Inventory: No
Historical Site: No
Septic: No
Water Management Zone: Water Mangement Zone - Yes, Zone 9

Selected Parcel Coordinates: 121°55'50"W 36°36'6"N

Legend
Selected Parcel
Parcel

DISCLAIMER:

THE CITY OF PACIFIC GROVE HAS MADE EVERY EFFORT TO ASSURE THE ACCURACY OF THIS MAP. THE CITY DOES NOT, HOWEVER, ASSUME ANY RESPONSIBILITY, IMPLIED OR OTHERWISE, AND MAKES NO REPRESENTATION, WARRANT, GUARANTEE OR CLAIM REGARDING MAP ACCURACY.

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Page 5596 of 6970
Date Exported: 3/15/2021

PROPERTY INFO

APN: 007591013000
Site Address: 1166 PRESIDIO BLVD
City: PACIFIC GROVE
ZIP: 93950
Approx. Lot Size (Sq. Ft.): 4,839
Lot & Block: DEL MONTE PARK LOT 14 BLK 9
Archaeological Zone: No
Coastal Zone: No
Historic Resources Inventory: No
Septic: No
City Land Use: Medium Density Residential to 9.7 DU/ac
Land Use Description: 1C One Single Family Dwelling on One Sit
ESHA (Environmentally Sensitive Habitat Area): No
Area of Special Biological Significance Watershed: No
Butterfly Habitat: No
Zoning: R-1

SITE DATA

LOT SIZE (GFA allowed 1936 SF)	4839 SF
Proposed GFA (House,1618 SF + Garage, 246 SF)	1864 SF (OK)
Building Coverage Allowed (40%)	1936 SF
Proposed Bldg. Coverage	1444 SF (OK)
Site Coverage Allowed (60%)	2111 SF
Proposed Site Coverage	1996 SF (OK)

Covered Parking 1 space

PROPOSED BLDG COVERAGE	
RESIDENCE MAIN LEVEL	877 SF
GARAGE	248 SF
COVERED PORCH	97 SF
DECK	224 SF
TOTAL BLDG COVERAGE	1444 SF

PROPOSED SITE COVERAGE	
BUILDING COVERAGE	1444 SF
REAR STAIRS	66 SF
WALKWAY	246 SF
DRIVEWAY	240 SF
TOTAL SITE COVERAGE	1996 SF

PROJECT DATA

PROJECT DATA SHEET

Project Address: 1166 PRESIDIO BLVD **Submittal Date:** 04/17/2022
Applicant(s): HARE CONSTRUCTION **Permit Type(s) & No(s):**

	REQUIRED/ Permitted	Existing Condition	Proposed Condition	Notes
Zone District	R-1	R-1	R-1	
Building Site Area		4800 SF	4800 SF	
Density (multi-family projects only)				
Building Coverage	1936 SF	1120 SF	1444 SF	
Site Coverage	2903 SF	1520 SF	1996 SF	
Gross Floor Area	2476 SF	1120 SF	2232 SF	
Square Footage not counted towards Gross Floor Area		0	0	
Impervious Surface Area Created and/or Replaced		500 SF	758 SF	
Exterior Lateral Wall Length to be demolished in feet & %of total*	_____	_____	___ft/___%	DEMO HOUSE
Exterior Lateral Wall Length to be built	_____	_____	320 LF	NEW HOUSE
Building Height	25'	18'	24'	
Number of stories		1	3	
Front Setback	15'	45'	20'	FOR GARAGE
EAST _____Side Setback (specify side)	4'	4'	4'	
WEST _____Side Setback (specify side)	4'	10'	4'	
Rear Setback	20'	20'	20'	
Garage Door Setback	20'	NA	20'	
Covered Parking Spaces	1	0	1	
Uncovered Parking Spaces		0	1	
Parking Space Size (Interior measurement)	9' x 20'	NA	11' X 20'	
Number of Driveways	1	0	1	
Driveway Width(s)		NA	16'	
Back-up Distance		NA	0	
Eave Projection (Into Setback)	3' maximum	3'	2'	
Distances Between Eaves & Property Lines	3' minimum	1' E SIDE	3'	
Open Porch/Deck Projections	NA	0	0	
Architectural Feature Projections	NA	0	0	
Number & Category of Accessory Buildings	NA	O	0	
Accessory Building Setbacks	NA	NA	NA	
Distance between Buildings		NA	10-6"	HOUSE & GARAGE
Accessory Building Heights		NA	11'	
Fence Heights		6'	6'	

**If project proposes demolition to an HRI structure, also indicate % of proposed demolition of the surface of all exterior walls facing a public street or streets, if applicable.*

[Rev. 01/14/14]

SHEET INDEX

A01 COVER SHEET
A02 NEW EXTERIOR ELEVATION/NEW EXTERIOR MATERIALS
A03 NEW FLOOR PLANS/NEW ROOF PLAN
A04 NEW SITE SECTION/GARAGE PLAN
A05 SURVEY
A06 EXISTING EXTERIOR ELEVATIONS

SCOPE OF WORK

1. REMOVE EXISTING HOUSE FROM LOT
2. NEW 1618 SF HOUSE WITH 244 SF DETACHED GARAGE

ISSUED:
REVISED: DATE:

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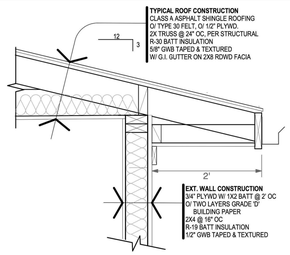
COVER SHEET

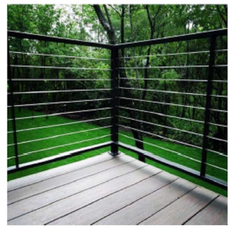
A01

SHT. OF TOTAL SHTS

EXTERIOR MATERIALS



TYP ROOF EAVE / EXT CORNER



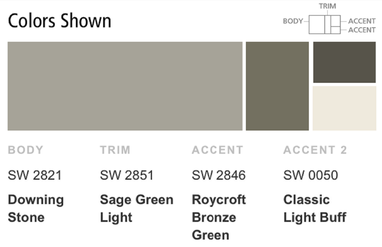
Inline Design wire railing square with floor mount posts - black

METAL RAILING

MILGARD
A250 SGD Alum., Bronze

MILGARD
A250 Windows Alum., Bronze

EXT WINDOWS/ DOORS

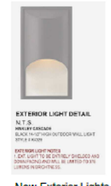


EXTERIOR COLORS

Roof Gutter and Downspouts
Dark Brown

ROOF GUTTER

ASPHALT SHINGLE ROOF



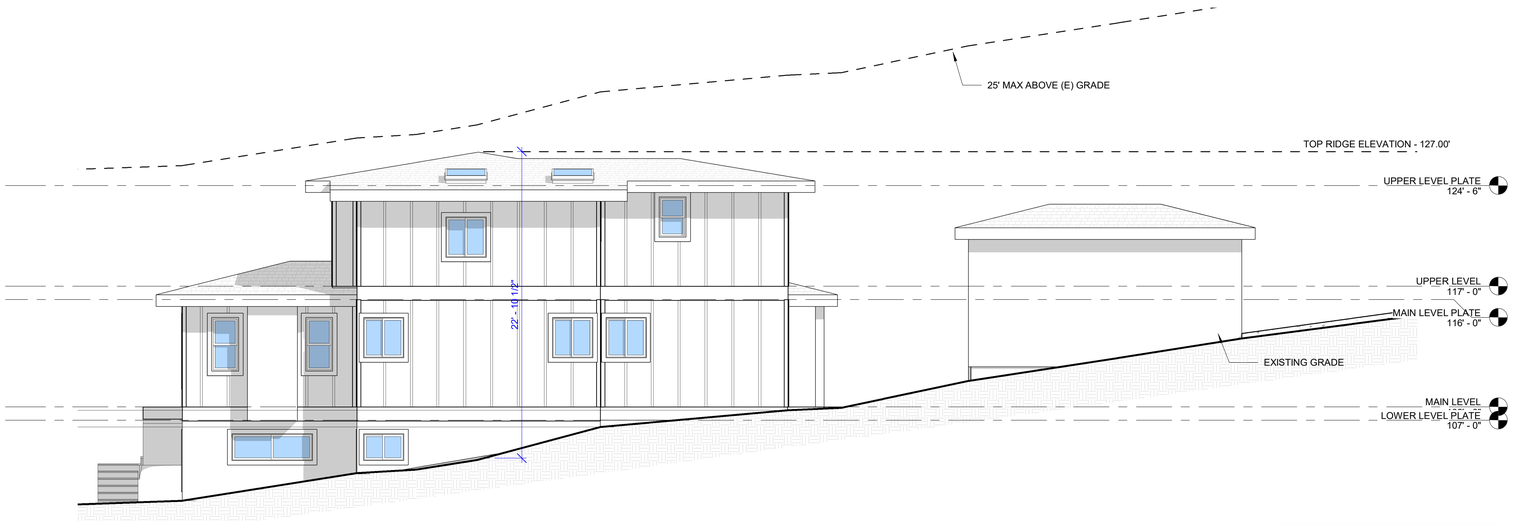
New Exterior Lights
Down Lighting

EXT. LIGHTS

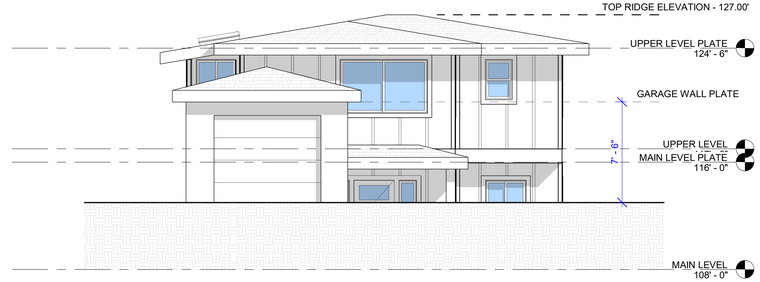
MILGARD
750 Skylight Alum., Bronze

SKYLIGHTS

1. ROOF: BLACK ASPHALT SHINGLES
2. WOOD SIDING: DOWNING STONE SW2821
3. WOOD TRIM: SAGE GREEN LIGHT SW 2851
4. EXT. DOORS: CLASSIC LIGHT BUFF SW0050
5. STUCCO: ROYCROFT BRONZE GREEN SW 2846

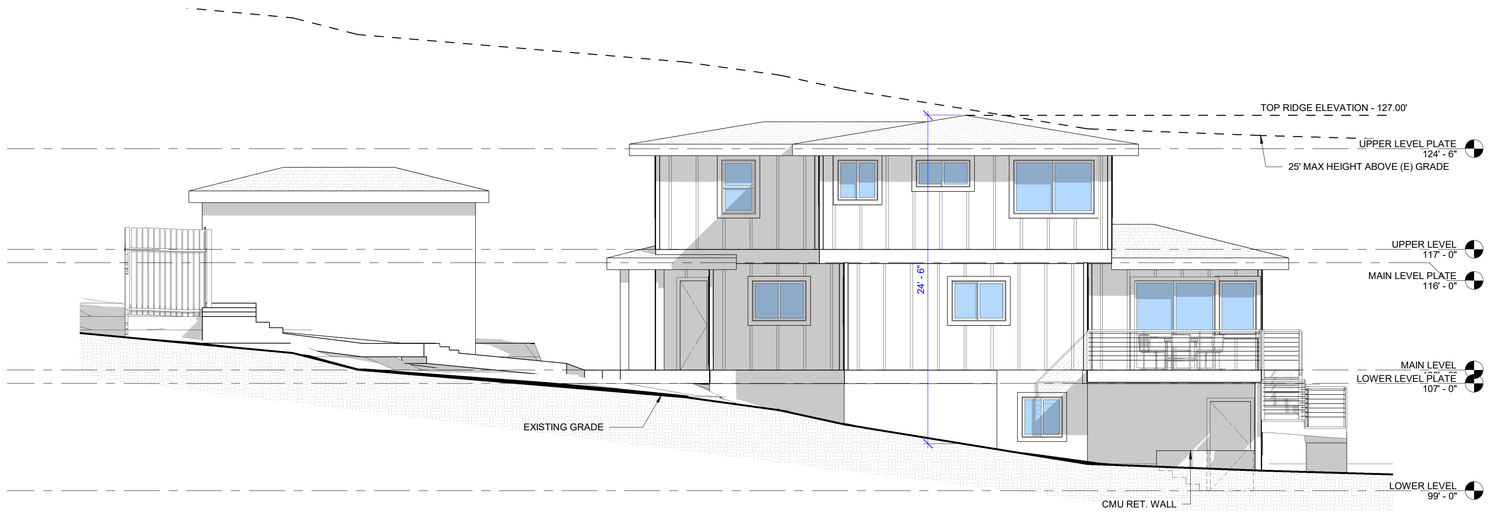


EAST ELEVATION 1
3/16" = 1'-0"

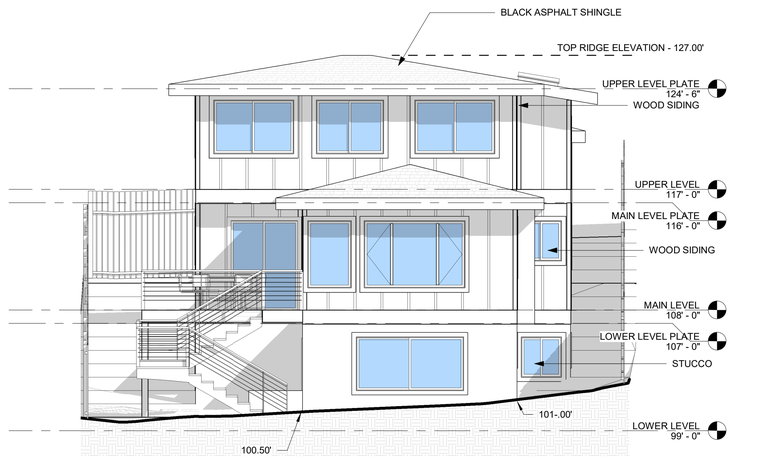


NORTH ELEVATION - FROM STREET 2
3/16" = 1'-0"

NORTH ELEVATION - HOUSE FACADE 5
3/16" = 1'-0"



WEST ELEVATION 4
3/16" = 1'-0"



SOUTH ELEVATION 3
3/16" = 1'-0"

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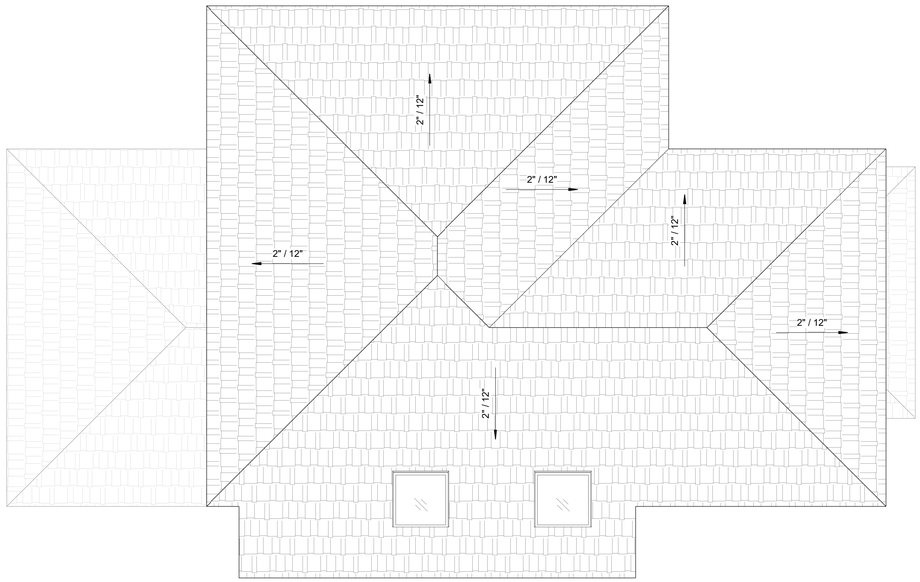
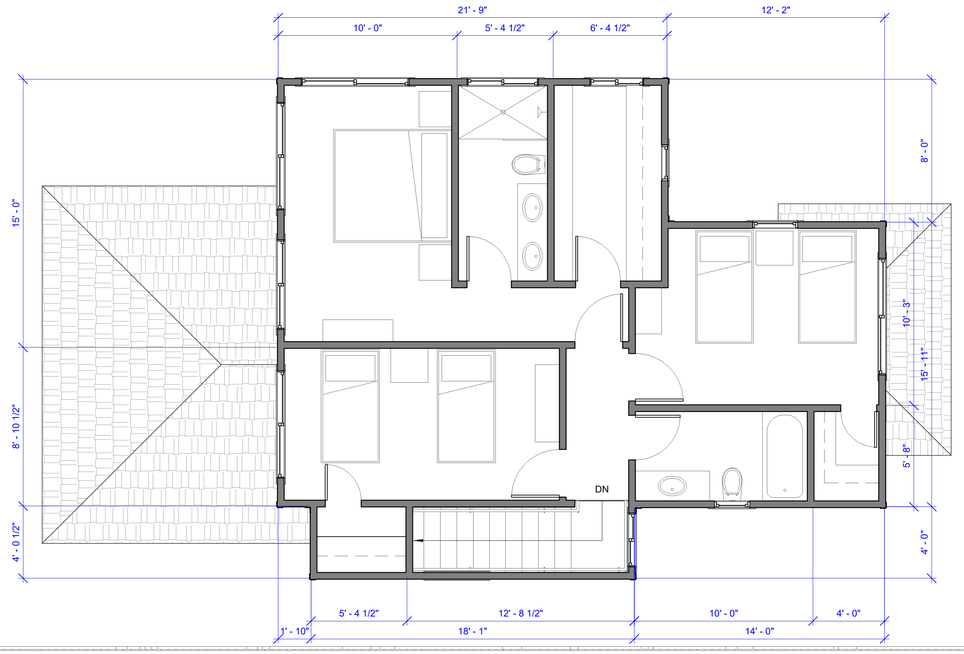
NEW EXTERIOR ELEVATIONS / NEW EXTERIOR MATERIALS

A02

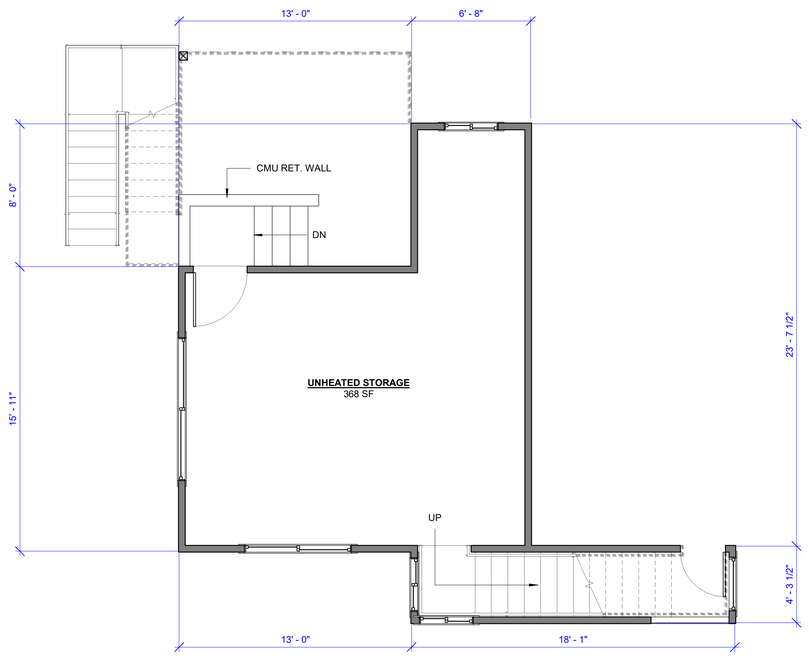
SHT. OF TOTAL SHTS



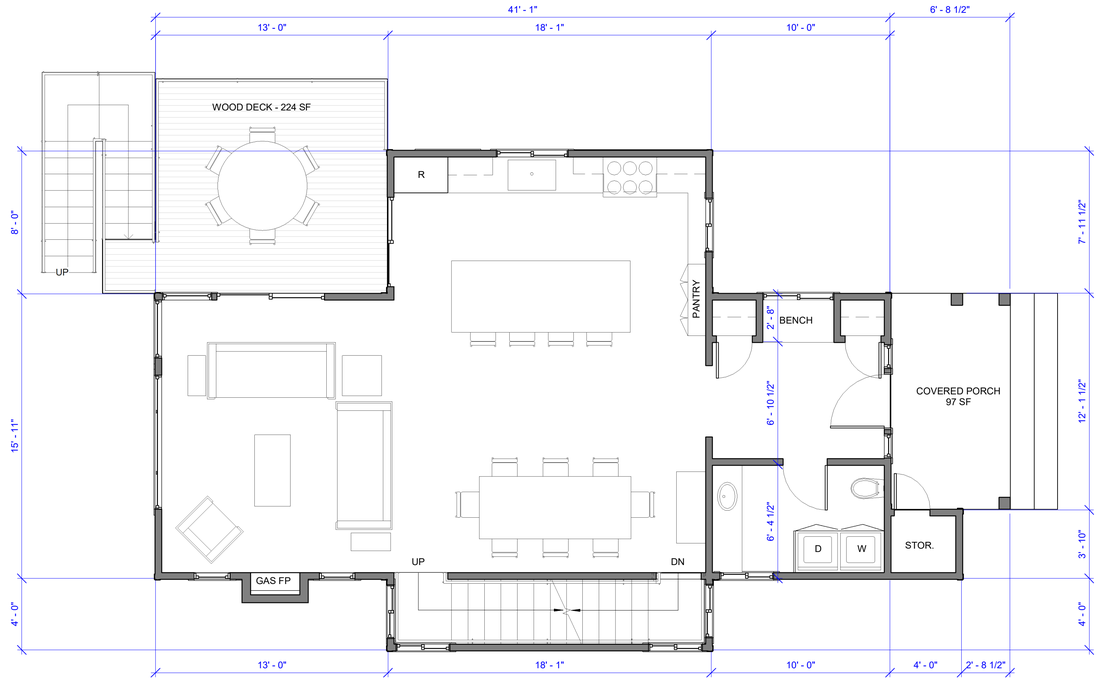
ROOF PLAN
1/4" = 1'-0"
4



UPPER LEVEL
1/4" = 1'-0"
2



LOWER LEVEL
1/4" = 1'-0"
3



MAIN LEVEL
1/4" = 1'-0"
1

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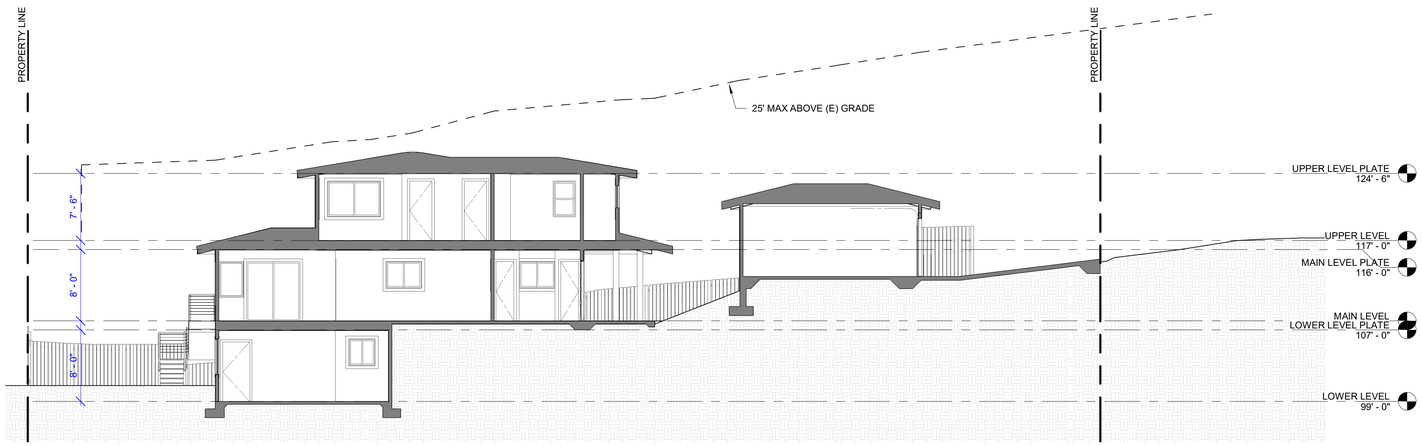
FLOOR PLANS / ROOF PLAN

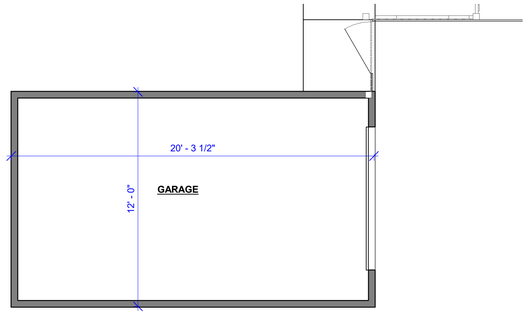
A03

SHT. OF TOTAL SHTS



Section 1 | 2

1/8" = 1'-0"



GARAGE PLAN | 1

1/4" = 1'-0"

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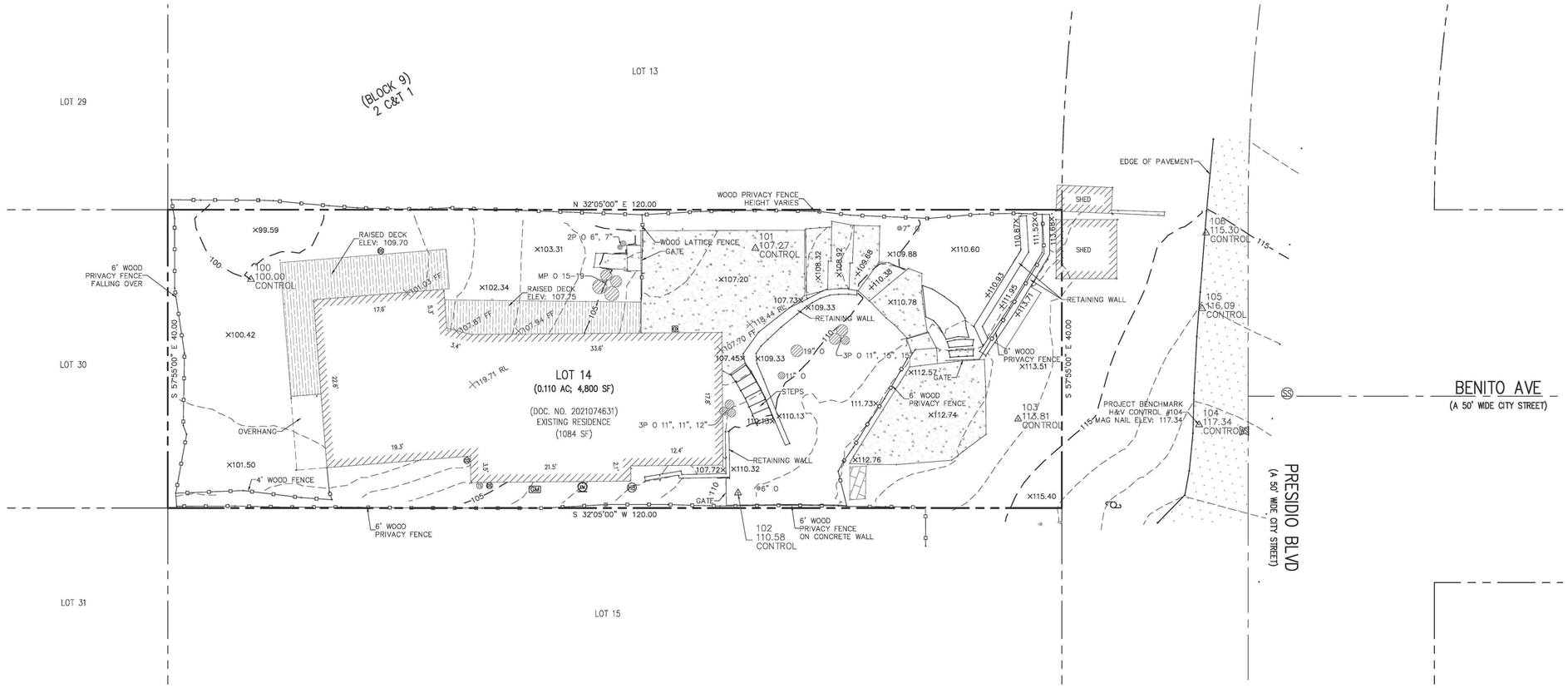
NEW SITE SECTION

A04

SHT. OF TOTAL SHTS



LEGEND:

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- ORIGINAL PROPERTY BOUNDARY LINE
- EASEMENT LINE (TYPE AS SHOWN)
- ROADWAY CENTERLINE
- 100 — MAJOR CONTOUR LINE (5' INTERVAL)
- MINOR CONTOUR LINE (1' INTERVAL)
- FENCE (TYPE AS MARKED)
- ASPHALT CONCRETE SURFACE
- CONCRETE SURFACE
- BRICK SURFACE
- WOODEN SURFACE
- NATURAL GROUND SURFACE/LANDSCAPED AREA

- CONDUIT
- PIPE
- CLEANOUT
- DOWNSPOUT
- HOSEBIB
- WATER SERVICE
- IRRIGATION BOX
- IRRIGATION CONTROL VALVE
- WATER VALVE
- DRAIN LINE
- STREET LIGHT
- GAS LINE
- TELEPHONE SERVICE
- UNKNOWN UTILITY
- FUSE BOX
- ELECTRICAL OUTLET
- UTILITY POLE
- GUY WIRE
- MAILBOX
- AREA DRAIN
- HYDRANT
- SIGN
- GAS METER
- WATER METER
- PGE BOX
- UTILITY HUB
- TELEPHONE BOX
- ELECTRICAL HUB
- ELECTRICAL PANEL
- ELECTRICAL METER
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- PGE GAS MANHOLE
- ELECTRICAL MANHOLE
- FOUND MONUMENT – TYPE NOTED
- SURVEY H&V CONTROL POINT
- ×100.00 SPOT ELEVATION
- ×100.00 RL RIDGELINE
- ×100.00 FF FINISHED FLOOR
- TREE (TYPE AND SIZE AS MARKED) CENTER OF SYMBOL IS APPROX. CENTER OF TREE
- TWO-PRONGED TREE (2P)
- THREE-PRONGED TREE (3P)
- MULTIPRONGED TREE (MP)

CE = CEDAR PA = PALM
CW = COTTON WOOD PE = PEPPER
CYP = CYPRESS P = PINE
E = EUCALYPTUS R = REDWOOD
H = HOLLY TR = TREE
O = OAK W = WILLOW

GENERAL NOTES:

1) ELEVATIONS ARE BASED ON AN ASSUMED DATUM. PROJECT BENCHMARK IS SURVEY H&V CONTROL POINT #104, A MAGNETIC NAIL LOCATED IN PRESIDIO BLVD APPROXIMATELY 22 FEET NORTH OF THE NORTHEASTERLY PROPERTY CORNER, ELEVATION = 117.34' AS SHOWN.
2) NOT ALL UNDERGROUND UTILITIES WERE LOCATED. ONLY VISIBLE FACILITIES ABOVE AND FLUSH WITH THE SURFACE ARE SHOWN. SUB-SURFACE UTILITY LINES DRAWN MAY NOT BE COMPLETE AND SHOULD BE VERIFIED BY FIELD RECONNAISSANCE. UNDERGROUND UTILITY LOCATIONS CAN BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES, PUBLIC AGENCIES, OWNER'S AS-BUILT DRAWINGS, ETC., AND SHOULD BE THOROUGHLY COMPILED AND DEEMED COMPLETE WITHIN THE PROJECT AREA PRIOR TO ANY SITE DEVELOPMENT DESIGN AND/OR CONSTRUCTION.
3) TREE TYPES ARE INDICATED WHEN KNOWN. TREE DIAMETERS ARE LABELED IN INCHES AS MEASURED AT 3' ABOVE THE GROUND. SYMBOL IS APPROXIMATE CENTER OF TREE. TREES SMALLER THAN 6" ARE NOT SHOWN.
4) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY (11/7/21) AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER AND/OR THEIR REPRESENTATIVES.
5) BUILDING CORNERS SHOWN WERE LOCATED AT THE OUTERMOST FACE OF TRIM. DIMENSIONS SHOWN REPRESENT THE BUILDING AT GROUND LEVEL. SQUARE FOOTAGE WAS CALCULATED USING THE OUTERMOST BUILDING FOOTPRINT AS MEASURED. BUILDING OVERHANG(S) ARE NOT SHOWN.
6) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. PROPERTY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION AND FROM FIELD TIES TO EXISTING BOUNDARY MONUMENTATION. THE LOCATION OF THESE LINES IS SUBJECT TO CHANGE, PENDING THE RESULTS OF A COMPLETE BOUNDARY SURVEY.

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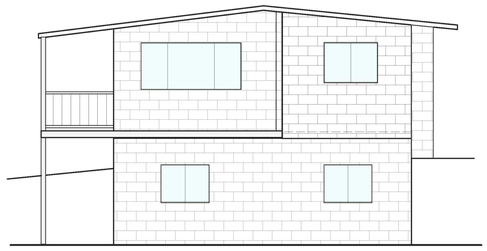
SURVEY

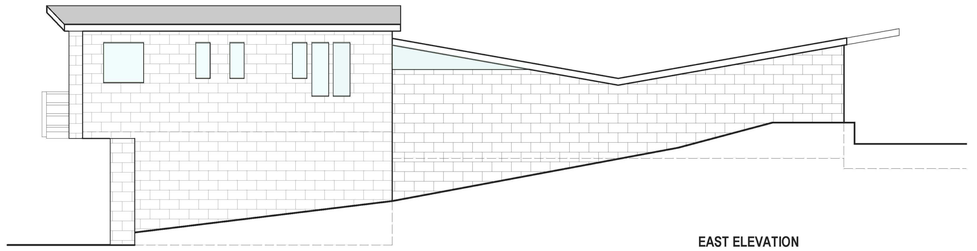
A05

SHT. OF TOTAL SHTS

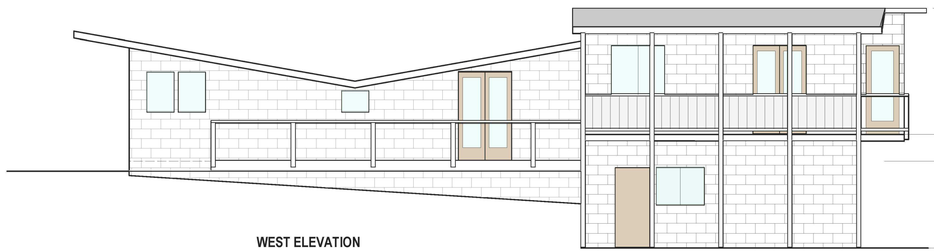
PG CC 10/19/22
436 of 584



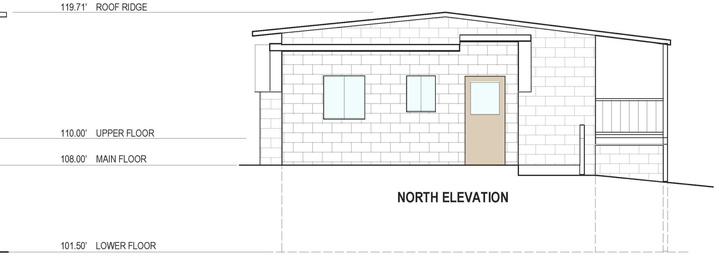
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION

ISSUED:

REVISED: DATE:

△
△
△
△
△

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EXISTING ELEVATIONS

A06

SHT. OF TOTAL SHTS

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Jocelyn Francis, Police Administrative Services Manager
MEETING DATE:	October 19, 2022
SUBJECT:	Safe Parking Program Revisions
CEQA:	Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION
Introduce and hold of the first reading of an ordinance that amends Pacific Grove Municipal Code Chapter 18.36.050 related to the safe parking program. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION
On January, 21 2015, the City of Pacific Grove approved a Safe Sleeping Pilot Program and on May 18, 2016 codified the successful pilot program into the municipal code. The code created a process for local religious institutions, businesses, and public entities with hardscaped parking lots to participate in the program.

Since that time, the City of Pacific Grove has issued a single site permit to a local church, who participates in the One Starfish Program/Orphan Productions who have successfully helped dozens of unhoused community members. Community members benefit from case management meetings, financial assistance; and outside service referrals for housing, employment, childcare, and healthcare. In addition, there have been no recorded complaints from the surrounding neighborhood and no recorded complaints involving program participants.

This year, it was brought to staff's attention the word pilot had incorrectly stayed in the codified program. Upon further review, the ordinance referenced the program as the "safe sleeping program" - however, most agencies in California refer to similar programs as "safe parking programs." And, it made reference to the chief of police for implementation, when it is more logical for permit issuance to be a community development/housing function.

Therefore, it is recommended to amend the ordinance as drafted.

OPTIONS
1. Do nothing.

FINANCIAL IMPACT:

None.

GOAL ALIGNMENT: Increase Affordable Housing: Determine policies, projects and programs that will advance the effort to create new affordable housing in the City.

Attachments

Ordinance

ORDINANCE NO. 22-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADDING CHAPTER 18.36.050 OF THE PACIFIC GROVE MUNICIPAL CODE REGARDING THE SAFE PARKING PROGRAM

FACTS

1. The City has a lack of adequate housing which results in a number of unhoused residents not able to park overnight in locations without concern for their safety, health or welfare. The City is concerned with the need to safeguard private property, and at the same time provide opportunities for those in need to find safe and sanitary places to sleep on a short-term basis while they transition to more permanent housing.

2. On January 21, 2015, City Council enacted a Safe Sleeping Pilot Program that temporarily modified Pacific Grove Municipal Code (PGMC) §18.36.050 and authorized the City to issue site permits to allow for the overnight staying in vehicles.

3. Upon completion of the Safe Sleeping Pilot Program, on May 18, 2016, City Council formally codified the Safe Sleeping Program in PGMC §18.36.050.

4. Earlier this year, grammatical revisions to PGMC §18.36.050 were recommended as drafted.

5. This ordinance amends PGMC §18.36.050.

6. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. and the enactment of this ordinance is exempt under California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1, Existing Facilities.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Facts are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

SECTION 2. Existing Pacific Grove Municipal Code §18.36.050 of Chapter 18 entitled "Temporarily sleeping in a parked vehicle" shall be amended by the deletion of all text shown in strikeout text (~~strikeout text~~) and by the addition of all text shown in bold, italic text (***bold italic text***), as follows:

18.36.050 ***Safe Parking Program.*** ~~Temporarily sleeping in a parked vehicle by permit only.~~

A safe parking program provides unhoused community members with a safe place to temporarily park overnight. A safe ***parking*** ~~sleeping pilot~~ program shall exist in the city in accord with this section. The city manager, ~~chief of police,~~ or designee shall have the authority to issue or deny safe ***parking*** ~~sleeping~~ program site permits pursuant to the following conditions:

(a) Maximum Number of Permits. The maximum aggregate number of vehicles that may be permitted at any one time throughout the city pursuant to the safe ***parking*** ~~sleeping~~ program ordinance shall be seven.

(b) Vehicle Definition. Under this section, the term "vehicle" is defined as a passenger car, passenger truck, house car, recreational vehicle, or motor home. Buses and commercial vehicles shall not qualify as a vehicle.

(c) Site Registration. Each property owner eligible to participate in the safe ***parking*** ~~sleeping~~ program shall register the site with the city and obtain a safe ***parking*** ~~sleeping~~ program site permit, prior to allowing any person to park ~~or sleep in a parked vehicle~~ overnight. This site shall also be referenced in this section as the "premises."

(d) Site Locations Qualified for Permits under the Program. The location upon which a permit may be issued shall be a parking lot of a religious institution, ~~place of worship,~~ business, or public entity that owns or leases property on which an existing hardscaped parking lot and occupied structure are located.

(e) Site Registration Application. Each site registration application shall include the following:

(1) Written assurance the property owner shall be individually responsible to ensure all requirements of this section and the safe ***parking*** ~~sleeping~~ program site permit are met;

(2) The property owner has sole and exclusive control of the parking area to be used as the safe ***parking*** ~~sleeping~~ program site;

(3) A site plan that shows the location of trash and recycling bins, the location of restroom facilities, the parking plan and any lighting or security facilities;

(4) On-site sanitary and trash facilities shall be available to each temporary vehicle occupant, in compliance with law and applicable building and health codes;

(5) The property owner is responsible for any wastewater, sewage, or waste material discharged onto or deposited upon the surface of the ground or parking area, whether as a result of leaks from plumbing fixtures, wastewater, sewage, or

waste material discharge, or any other material deposited upon the surface of the ground or parking areas by an occupant of a parked vehicle on that site;

(6) The property owner shall remove any wastewater, sewage, or waste material discharged onto the ground or parking areas, in a manner consistent with the requirements of law, and in consultation with the county health department;

(7) The property owner shall provide garbage and refuse disposal services as required by Chapter 9.16 PGMC, Solid Waste, as may be amended from time to time;

(8) The property owner shall provide or ensure adequate site supervision. Site supervision shall include, at a minimum, providing an on-call "on-site monitor" to ensure vehicles and occupants do not arrive before 7:00 p.m. and leave by 7:30 a.m. The monitor shall also respond to neighbor, community, or city inquiries. Any on-call monitor must be able to be physically present on site within 30 minutes of request at any time the property is occupied. Within 24 hours of receiving any request for corrective action, the on-site monitor shall use his/her best efforts to remedy the circumstance;

(9) The property owner shall be responsible for any cost related to the towing of vehicles, removal of debris, remediating environmental violations, and/or any civil or criminal remedies related to use of a temporary vehicle occupancy permit;

(10) The property owner shall not accept payment of any fee, rent, or monetary charge for overnight ***parking*** ~~sleeping~~ in connection with the use of a temporary vehicle occupancy permit;

(11) Acknowledgment the city has not participated in selection of, and does not provide supervision for, any temporary vehicle occupant. The property owner shall nonetheless provide written assurance he/she shall not impermissibly discriminate in the selection of temporary vehicle occupants for any reason, including race, color or creed.

(f) Temporary Vehicle Occupancy Permits. Each vehicle eligible to participate in the safe ***parking*** ~~sleeping~~ program shall be registered and shall possess and prominently display a temporary vehicle occupancy permit in the vehicle windshield, before any person shall be allowed to park ~~or sleep in a parked vehicle~~ overnight.

(1) Occupancy Limited. Guests shall not be allowed. Vehicles may be occupied only by approved occupants and one occupant must have a valid driver's license. Occupants shall not exceed the occupant capacity for vehicle to be lawfully driven on a public roadway/highway.

(2) Vehicle Requirements. Each vehicle shall be operable and properly registered with valid vehicle insurance, in accord with state and local law. Only one vehicle shall be allowed under each temporary vehicle occupancy permit.

(3) Times. Each vehicle shall remain off the premises between the hours of 7:30 a.m. and 7:00 p.m. each day. Strict adherence to these "in and out" times is mandatory.

(4) Indemnification. Each vehicle occupant member who stays in a vehicle under a temporary vehicle occupancy permit shall sign an indemnification and waiver form, as prepared by the city, to indemnify the city and waive any claim or cause of action against the city, including relocation benefits.

(5) Permit Issued by Property Owner. The temporary vehicle occupancy permit shall only be issued by a property owner that has currently registered the site pursuant to this section to allow a named person or named persons to temporarily ***stay*** ~~sleep~~ overnight in a vehicle on that specific property, and must be issued on a form approved by the city.

(6) Expiration of Vehicle Permit. Each temporary vehicle occupancy permit shall expire 30 days from the date of its issuance. Thereafter, permits may be renewed at the sole discretion of the property owner. Any temporary vehicle occupancy permit issued under this section shall immediately terminate, and thereafter be null and void, upon expiration or revocation of the vehicle occupancy site permit.

(7) Compatible Use. Overnight ***parking*** ~~sleeping~~ pursuant to a temporary vehicle occupancy permit shall not be allowed in any instance where the city finds this activity incompatible with uses of adjacent properties or constitutes a nuisance or other otherwise threatens the public welfare.

(8) Minor Supervision. Close supervision of minor children shall be required at all times.

(9) Drug Use. No drugs (excepting those possessed and used in accord with a proper prescription) and no alcohol may be consumed or contained in or within 50 feet of any vehicle subject to a temporary vehicle occupancy permit.

(10) Firearms. No weapons or firearms of any kind may be contained in the vehicle (excepting those possessed in accord with state and federal law).

(11) Fires. No fires or open flame of any kind is allowed outside the vehicle. No cooking or food preparation shall be performed outside the vehicle.

(12) Utilities. No extension of electrical or water service shall be allowed from any structure to any vehicle.

(13) Noise. No person shall make any noise or sound using a radio or other amplification device, in association with the temporary vehicle occupancy permit, that is specified in Chapters 11.94 and 11.96 PGMC. Amplified music or other sounds shall not be played if audible outside the vehicle.

(14) Pets. Pets on premises shall be kept on a leash at all times. Animal waste shall be picked up immediately and disposed of properly. Vehicle occupants shall keep barking dogs in their vehicles. Any dog or other animal demonstrating aggressive behavior shall be immediately removed from the premises.

(15) Parking Location. During overnight use, each vehicle shall be sited on the premises not less than 50 feet away from any real property used for residential purposes.

(16) Property. No person shall use, store, or place outside the vehicle any items of personal property owned or used by the temporary vehicle occupant, unless stored within a preexisting authorized structure on site.

(17) Commercial Use. No vehicle shall be used for any office, retail or any other commercial purpose.

(18) Urination and/or Defecation. Urination and/or defecation outside of authorized restroom facilities is prohibited.

(19) Camping. Camping tarps are prohibited.

(20) Each vehicle and occupant participating in the safe ***parking*** ~~sleeping pilot~~ program pursuant to a temporary vehicle occupancy permit shall also comply with administrative rules adopted and promulgated by the city manager for orderly implementation of this section.

(g) Permit Revocation. The safe ***parking*** ~~sleeping~~ program site permit may be revoked by the city manager, ~~chief of police,~~ or designee in accord with this section. Any property owner who receives a ***parking*** ~~sleeping~~ program site permit to allow persons to ***stay*** ~~sleep~~ in a parked vehicle on that property shall immediately surrender that permit upon request of the city manager, ~~chief of police,~~ or designee. Occupants ~~sleeping~~ in a parked vehicle, and the vehicle, shall immediately leave the property after the safe ***parking*** ~~sleeping~~ program site permit is revoked.

(1) Revocation Due to Violation of Law or Permit. The city manager, ~~chief of police,~~ or designee shall revoke any temporary vehicle occupancy permit upon

finding any occupant of that vehicle has violated any provision of law or ordinance, including noncompliance with any term, condition, restriction and/or requirement of the temporary vehicle occupancy permit or safe ***parking*** ~~sleeping~~ program.

(2) Revocation Due to Inadequate Site Monitoring. The city manager, ~~chief of police,~~ or their designee shall revoke any temporary vehicle occupancy permit and/or any safe ***parking*** ~~sleeping~~ program site permit upon finding the on-site monitor fails to fulfill any requirement required by this section.

(3) Revocation Due to Failure to Enforce Rules. The city manager, ~~chief of police,~~ or their designee shall revoke any temporary vehicle occupancy permit and/or safe ***parking*** ~~sleeping~~ program site permit upon finding the property owner has failed to provide or has withdrawn any term, condition or assurance required by this section, or given in connection with the application for a safe ***parking*** ~~sleeping~~ program site permit.

(4) Revocation Due to Withdrawal of Permission. The city manager, ~~chief of police,~~ or their designee shall revoke any temporary vehicle occupancy permit upon finding the property owner withdraws permission to use the premises for the purposes of this safe ***parking*** ~~sleeping pilot~~ program.

(5) No Notice Required. Any temporary vehicle occupancy permit or safe ***parking*** ~~sleeping~~ program site permit may be summarily revoked pursuant to this section. Advance notice shall not be required.

(6) Duty upon Revocation of Permit. Any person who for any reason lacks permission or a valid temporary vehicle occupancy permit to remain on property as provided in this section shall vacate and leave the property immediately upon being informed that permission was rescinded or the permit was revoked.

(h) Enforcement. The city manager or designee shall enforce this section, and may impose administrative civil penalties on property owners or temporary vehicle occupants who fail to comply with requirements of this chapter, as provided in Chapter 1.19 PGMC.

(i) No Duty Imposed on Property Owner to Allow Parking. Neither this section nor the grant of any permit pursuant to this section shall be construed to impose a duty on any property owner who chooses to allow temporary overnight ***parking*** ~~sleeping in a vehicle~~, as authorized by this section, to continue to allow such use of the premises. The property owner may elect to revoke permission to use the premises for temporary overnight ***parking*** ~~sleeping~~ purposes, at any time, with or without cause.

(j) Duty on Property Owner Imposed to Comply with Program Terms. This section shall impose a duty on any property owner who receives a safe ***parking*** ~~sleeping~~ program site permit or who allows temporary overnight ***parking*** ~~sleeping in a vehicle~~ to cooperate in the enforcement of this section and of each term, condition or assurance required by or given in connection with the application for a safe ***parking*** ~~sleeping~~ program site permit. Within 24 hours of receiving any request for corrective action, the property owner shall assist the on-site monitor to use his/her best efforts to remedy the circumstance.

(k) Hold Harmless and Non-responsibility. Nothing in this section creates any duty on the part of the city to ensure protection of persons or property relating to the grant of any safe ***parking*** ~~sleeping~~ program site permit or use of any temporary vehicle occupancy permit. Nothing in this section or this code creates any liability on the part of the city or its agents relating to the grant, denial or revocation of any safe ***parking*** ~~sleeping~~ program site permit or temporary vehicle occupancy permit.

SECTION 3. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

DATED:_____

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Brian Pierik, City Attorney
MEETING DATE:	October 19, 2022
SUBJECT:	Ordinance Amending Pacific Grove Municipal Code Chapter 14.04-Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season.
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Request a reading of the Ordinance Title;
2. Motion to waive further reading;
3. Introduce and hold first reading of an ordinance amending Municipal Code Section Chapter 14.04 Marine Refuge Establishing Roadwork Restrictions During the Harbor Seal Pupping Season; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

Background:

Pacific harbor seals are protected by federal law, as are all marine mammals in Monterey Bay including waters adjoining Pacific Grove. Federal law further designates the shoreline of Pacific Grove is a protected national marine sanctuary. It has long been the policy of the City of Pacific Grove to protect harbor seal mothers and pups where birthing occurs on any Pacific Grove beach.

The harbor seal pupping season in Monterey Bay generally occurs during the months of February through May each year (the "Harbor Seal Pupping Season"). During the Harbor Seal Pupping Season harbor seal mothers and pups are especially vulnerable to stresses from undue activities such as construction noise. Disturbing harbor seal mothers can lead to abandonment and starvation of pups.

Before the 2022 Harbor Seal Pupping Season the City issued a CDP exemption to allow roadwork construction on Ocean View Blvd. After the exemption was granted, road construction equipment arrived and started work on February 14th, 2022, which involved sawing through the pavement at 2nd Street. This area is about 425 feet from the main pupping beach at Hopkins Marine Station. After being contacted by the Resource Protection Coordinator for NOAA's Monterey Bay National Marine Sanctuary, the City work stopped on April 11th (8 weeks after commencing) and was suspended until

the pupping season was over.

At the August 17, 2022 meeting, the City Council heard evidence of the impacts during the eight weeks of roadwork construction near city beaches. The City Council considered concerns that the Coastal Development Permit ("CDP") exemption issued by the City did not appear to consider potentially substantial adverse impacts environmentally sensitive habitat areas such as the harbor seal colony during this critical time as well as City Local Coastal Plan Policies. In addition, Bay Net docents reported there were 48 births during the 8 weeks of road construction noise and that 23 of those births ended in failure. They further reported that during this same period there were 20% fewer seals on the beaches when compared to the same time of year in 2021.

At its August 17, 2022 meeting the City Council directed the City Attorney to draft a proposed ordinance amendment to implement roadwork restrictions during the Harbor Seal Pupping Season. In his report to the City Council, Councilmember Coletti presented PowerPoint Slides with suggested implementation language.

After consideration of the Council direction our office has drafted an ordinance to amend Chapter 14.04-Marine Refuge to add ~~a~~ new Sections PCMC 14.04.035 and 14.04.090 to provide for suspension of Roadwork on Ocean View Blvd between Eardley and Carmel Avenues during the Harbor Seal Pupping Season unless it is coordinated in advance with the NOAA. The proposed PCMC code amendments are as follows:

14.04.035 Definitions.

(a) As used in this chapter, terms are defined as follows:

(1) The Harbor Seal Pupping Season shall be generally defined as occurring during the months of February through May. The City shall consult with local NOAA offices to determine commencement and conclusion of the season.

(2) An emergency is a sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services. This includes necessary action to restore, repair, or maintain public works, utilities, and services during and immediately following a natural disaster or serious accident or other cases of emergency.

(3) Roadwork is work done in constructing or repairing roads, construction, repair or replacement of utilities or facilities within the Ocean View Boulevard right of way between Eardley and Carmel Avenues.

14.04.090 Roadwork Restrictions During Harbor Seal Pupping Season.

During the Harbor Seal Pupping Season non-emergency roadwork projects within the Ocean View Boulevard right of way between Eardley and Carmel Avenues shall be suspended unless such work is coordinated in advance with the local NOAA offices. Emergency roadwork during the Harbor Seal Pupping Season shall be reported to the NOAA as soon as practical.

GOAL ALIGNMENT
1. Environmental Stewardship
2. City Asset Stewardship

OPTIONS

1. Introduce the Proposed Ordinance amendment.
2. Provide other direction.
3. Take no action.

FINANCIAL IMPACT:

None for this action. Roadwork activity during the harbor seal pupping season can lead to a federally issued stop-work order, which can lead to increased costs and inefficient use of time and resources.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Proposed Ordinance

ORDINANCE NO. 22 -_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING CHAPTER 14.04 OF THE PACIFIC GROVE MUNICIPAL CODE ESTABLISHING ROADWORK RESTRICTIONS DURING THE HARBOR SEAL PUPPING SEASON

WHEREAS, pacific harbor seals are protected by federal law, as are all marine mammals; and

WHEREAS, the shoreline of Pacific Grove is a protected national marine sanctuary; and

WHEREAS, Pacific Grove Local Coastal Program Policy BIO-11 provides: "The City will implement seal pupping protection measures…"; and

WHEREAS, in general, the protections of harbor seals prohibit any actions that harass the animals with the effect of causing the seals to change their behavior or causing injury to the seals; and

WHEREAS, it is the policy of the City of Pacific Grove to protect harbor seal mothers and pups where birthing occurs on any Pacific Grove beach; and

WHEREAS, if pups are delivered on any city beach, undue activity and construction noise can alarm adult seals, which could result in abandonment and starvation of pups; and

WHEREAS, the harbor seal pupping season in Monterey Bay generally occurs during the months of February through May each year (the "Harbor Seal Pupping Season"); and

WHEREAS, during the 2022 Harbor Seal Pupping Season the City issued a Coastal Development Permit ("CDP") exemption to allow roadwork construction on Ocean View Blvd. After the exemption was granted, road construction equipment arrived and started work on February 14th, 2022, which involved sawing through the pavement at 2nd Street, about 425 feet from the main pupping beach at Hopkins Marine Station. After being contacted by the Resource Protection Coordinator for NOAA's Monterey Bay National Marine Sanctuary, the City work stopped on April 11th (8 weeks after commencing) and was suspended until the Harbor Seal Pupping Season was over; and

WHEREAS, at the August 17, 2022 meeting, the City Council considered the impacts of roadwork construction near city beaches during the Harbor Seal Pupping Season. The City Council considered that the harbor seal rookery areas are explicitly defined as an environmentally sensitive habitat area (ESHA) and that the Coastal Development Permit ("CDP") exemption issued by the City did not appear to consider potentially substantial adverse impacts to environmentally sensitive habitat areas such as the harbor seal colony during the Harbor Seal Pupping Season as well as City Local Coastal Plan policies. In addition, Bay Net docents reported there were 48 births during the 8 weeks of road construction noise and that 23 of those births ended in failure. They further reported that during this same period there were 20% fewer seals on the beaches compared to the same time of year in 2021; and

WHEREAS, at its August 17, 2022 meeting the City Council directed the City Attorney to draft a proposed ordinance amendment to implement roadwork restrictions during the Harbor Seal Pupping Season.; and

WHEREAS, notice of the City Council public hearing on the second reading of the draft ordinance was published in the Monterey County Herald on _____, 2022; and

WHEREAS, this ordinance amends Municipal Code Chapter 14.04 — Marine Refuge; and

WHEREAS, in the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.; and

WHEREAS, in the course of the review of the draft Ordinance, the amendments proposed by this ordinance do not result in any new significant impacts to the environment because they are either more protective or procedural in nature; and

WHEREAS, the City filed a Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Class 7, Actions by Regulatory Agencies for Protection of Natural Resources, and this Ordinance has been mitigated to a point where the proposed project will not have the potential to significantly degrade the environment; will have no significant impact on long-term environmental goals; will have no significant cumulative effect upon the environment; and will not cause substantial adverse effects on human beings, either directly or indirectly.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 3. Pacific Grove Municipal Code Chapter 14.04 shall be amended by the addition of ~~a~~ new sections 14.04.035 Definitions and 14.04.090 City Roadwork Restrictions During Harbor Seal Pupping Season as set forth below.

14.04.035 Definitions.

(a) As used in this chapter, terms are defined as follows:

(1) The Harbor Seal Pupping Season shall be generally defined as occurring during the months of February through May. The City shall consult with local NOAA offices to determine commencement and conclusion of the season.

(2) An emergency is a sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property, or essential public services. This includes necessary action to restore, repair, or maintain public works, utilities, and services during and immediately following a natural disaster or serious accident or other cases of emergency.

(3) Roadwork is work done in constructing or repairing roads, construction, repair or replacement of utilities or facilities within the Ocean View Boulevard right of way between Eardley and Carmel Avenues.

14.04.090 Roadwork Restrictions During Harbor Seal Pupping Season.

During the Harbor Seal Pupping Season non-emergency roadwork projects within the Ocean View Boulevard right of way between Eardley and Carmel Avenues shall be suspended unless such work is coordinated in advance with the local NOAA offices. Emergency roadwork during the Harbor Seal Pupping Season shall be reported to the NOAA as soon as practical.

SECTION 4. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
BILL PEAKE , Mayor

ATTEST:

_____

Sandra Kandell City Clerk

APPROVED AS TO FORM:

_____

Brian Pierik, City Attorney

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Brian Pierik, City Attorney
MEETING DATE:	October 19, 2022
SUBJECT:	Proposed Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants
CEQA:	Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Request a reading of the title of the Ordinance;
2. Motion to waive further reading;
3. Introduce and hold first reading of an Ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

City Charter Article 40 provides the City's purchasing regulatory framework. Paragraph (b) states: "The Council by ordinance shall adopt policies and procedures, including appropriate bidding regulations, governing purchases of or contracts for supplies, materials, and equipment. Purchases of supplies, materials and equipment shall be made only in accordance with the adopted policies and procedures."

The City Council has ultimate fiduciary responsibility for all City expenditures, including purchases and contracts for supplies, services, and equipment.

On September 21, 2022, the City Council directed the City Attorney to prepare a draft ordinance to clarify purchasing authorization procedures consistent with the changes discussed by the Council at that meeting.

Attached to this Agenda Report is a proposed ordinance Amending Chapters 2.05 and 2.16 and 6.20 of the Pacific Grove Municipal Code on Authority of Mayor to Sign Contracts and Purchasing System and Procedures and Warrants.

OPTIONS

Do not adopt the proposed ordinance.

FINANCIAL IMPACT:
There is no fiscal impact.

GOAL ALIGNMENT: Transparency, Accountability and Communication: Implement programs, processes, revisions, and training to improve and advance the City's efforts.

Attachments

Proposed Ordinance

ORDINANCE NO. 22 -_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING CHAPTERS 2.05 AND 2.16 AND 6.20 OF THE PACIFIC GROVE MUNICIPAL CODE ON AUTHORITY OF MAYOR TO SIGN CONTRACTS AND PURCHASING SYSTEM AND PROCEDURES AND WARRANTS

WHEREAS, City Charter Article 40 provides the City's purchasing regulatory framework. Paragraph (b) states: "The Council by ordinance shall adopt policies and procedures, including appropriate bidding regulations, governing purchases of or contracts for supplies, materials, and equipment. Purchases of supplies, materials and equipment shall be made only in accordance with the adopted policies and procedures." and

WHEREAS, Council has ultimate fiduciary responsibility for all City expenditures, including purchases and contracts for supplies, services, and equipment; and.

WHEREAS, on September 21, 2022, the City Council directed the City Attorney to prepare a draft ordinance to clarify purchasing authorization procedures; and

WHEREAS, notice of the City Council public hearing on the second reading of the draft ordinance was published in the Monterey County Herald on _____, 2022; and

WHEREAS, this ordinance amends Municipal Code Chapter 2.05 and 2.16 and 6.20 of the City Municipal Code by deleting strikethrough text and adding the underlined text to the code sections set forth in Section 3, 4 and 5 of this Ordinance; and

WHEREAS, in the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.; and

WHEREAS, in the course of the review of the draft Ordinance, the amendments proposed by this ordinance do not result in any new significant impacts to the environment because they are procedural in nature; and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections,

paragraphs, subparagraphs, sentences, clauses, or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 3. Pacific Grove Municipal Code Chapter 2.05 shall be amended as follows:

2.05.010 Mayor required to sign contracts and other legal instruments.

Pursuant to Article 11 of the city charter the mayor shall sign, facsimile or actual, in the name and on behalf of the city, all contracts, deeds, bonds and other legal instruments in which the city is a party. The mayor has authority to sign any contract, deed, bond or other legal instruments only with prior Council approval. This section does not transfer operational authority to the mayor.

SECTION 4. Pacific Grove Municipal Code Chapter 2.16 shall be amended as follows

2.16.160 Authorized for purchases by the purchasing agent.

(a) Purchases of supplies, services, materials, equipment and contractual services, including publicworks, having an estimated market value under $35,000~~2~~ may be made by the purchasing agent inthe open market, as hereinafter described in this article, without observing the formal contract procedures prescribed in Articles III and IV of this chapter.

(b) The purchase authority limit set forth in subsection (a) of this section shall be adjusted on July 1st of each fifth fiscal year, starting on July 1, 2020 by Council resolution. The adjustment shall cause an increase or decrease to the purchase limit based upon the cumulative change in the Consumer Price Index (CPI) that occurred since the last adjustment, based upon the "CPI, All Urban Consumers, San Francisco- Oakland-San Jose area; base years 1982-1984 = 100," as published by the U.S. Department of Labor, or any comparable replacement or successor index. For ease of administration, the purchase authoritylimit set for each following five-year period shall be adjusted by rounding to the nearest $5,000.

(c) A written report of all purchases made under authority of this section shall be provided to councilon a quarterly basis.

(d) All purchases made under the authority of this section shall be accumulative per subject as per PGMC 2.16.420, Splitting projects.

2.16.220 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies, services and equipment ofestimated market value greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter, shall be by ~~written~~ contract, approved by the council by resolution or motion, with the lowest responsible

bidder pursuant to the procedure prescribed in this article except when such procedures may be dispensed with as defined in Article I of this chapter or as otherwise provided by law. Standard contracts may be used when approved by City Attorney and Council by resolution or motion. Contracts shall be provided to Council prior to approval. Standard contracts may be incorporated by reference into an Agenda Report with specification of the parties, term, scope of work, price, and contingencies to extend the term and/or increase the price. (The procedures prescribed in Article IV of this chapter shall be observed in the case of all public works projects, as defined in Article IV of this chapter, involving expenditures greater than the maximum amount for which the purchasing agent is authorized, as specified in Article II of this chapter.).

SECTION 5. Pacific Grove Municipal Code Chapter 6.20 shall be amended as follows

6.20.040 Expenditures – Authorization.

(a) Pursuant to Article 36 of the city charter the city manager is authorized to approve any expenditure without presentation to the council if the city manager determines that a demand for such expenditure is one for an item included within an approved budget appropriation and for purchases and contracts for all expenditures, which is authorized pursuant to PGMC Chapter 2.16.

(b) Warrants for wages and salaries shall be approved and paid without the necessity of any demand therefor.

(c) Nothing herein shall excuse the need for competitive bidding when prescribed by charter or other city requirement, nor shall any expenditure be made in excess of budget limitations generally covering the expenditure.

(d) Items not included in an approved budget appropriation shall require council approval; provided, that the city manager may, in his or her discretion, submit such items to the council for advance approval.

SECTION 6. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement this Ordinance.

SECTION 7. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
BILL PEAKE , Mayor

ATTEST:

_____
Sandra Kandell City Clerk

APPROVED AS TO FORM:

_____
Brian Pierik, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Megan McKenna, BNRC Commissioner

MEETING DATE: October 19, 2022

SUBJECT: Climate Action and Adaptation Plan

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive presentation and provide direction.

DISCUSSION

The sustainable projects, actions, and accomplishments in the City Pacific Grove set our community on an ideal path to develop a more formal and strategic Climate Action and Adaptation Plan. The BNRC Climate Action Subcommittee, in collaboration with Sustainable PG, prepared this outline for how the City might move forward with a plan and identified priority actions for consideration. The attached document is a concept review for the City of Pacific Grove's Climate Action and Adaptation Plan. The Sub Committee is seeking input from the community and the City Council as the commission progresses towards the development of a plan.

OPTIONS

Do nothing.

FINANCIAL IMPACT:

There is no fiscal impact by receiving the report.

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Presentation

Concept Plan

City of PACIFIC GROVE

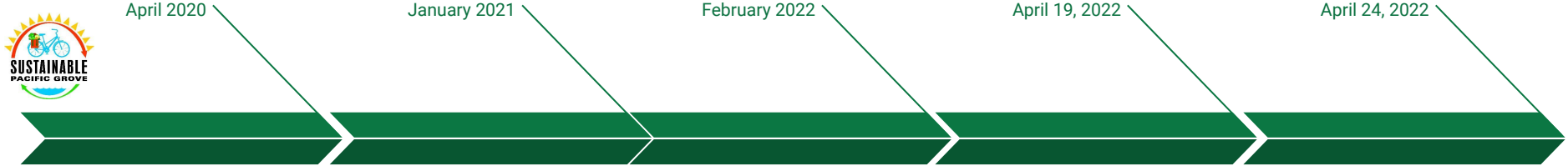
Climate Action and Adaptation Planning

City of Pacific Grove

October 19, 2022

Presentation by BNRC Subcommittee on Climate Action

Timeline



SPG met with Mayor

Sustainable Pacific Grove (SPG) urged the mayor to take more action and talked about the Climate Change Crisis Declaration SPG will bring to the council for their consideration

SPG presented to City Council

Sustainable Pacific Grove (SPG) asked the City of Pacific Grove to proclaim a Climate Emergency Resolution and to commit to a series of actions

Council recommend the document **go through BNRC review**

BNRC subcommittee research and planning

The subcommittee researched CAAP and met with council members

Based on this, the subcommittee decided to proceed with a **concept review** to present to the city council after review and approval by BNRC

BNRC review and approval

McKenna motioned for the commission to approve this document and have it **forwarded to council to review and commit** to the climate action planning. Ingram 2nd. Approved 6-0.

Clarified request to city council

(1) Commit to initial planning CAAP
(2) Integrated into the updates to the General Management Plan
(3) Develop a website that summarizes city actions related to CAAP

(text shortened)

Overview of Concept Review

1. Summary of the urgency and justification for undertaking climate action planning in the City of Pacific Grove
2. List of city activities that show City's commitment to climate action
3. Specific recommendations from BNRC

Specific Requests

(1) **Commit to initial planning** for a Climate Action and Adaptation Plan (CAAP). This would include establishing a budget, projected timeline for planning, implementation, and evaluation, and options to secure funding. To facilitate this initial planning, we recommend establishing a committee composed of city staff, elected officials, local business representatives, and members of the public.

(2) Request that CAAP be integrated into the updates to the General Management Plan.

(3) Develop a website that summarizes actions the city is taking towards climate action planning with the purpose of learning from what we have already done in our community. This would expand on this list we initially presented by the BRNC and could expand to include a survey of city departments on what they are doing.

Concept Review for City of Pacific Grove Climate Action and Adaptation Plan

Cities worldwide are creating specific and measurable climate action goals by committing to a series of actions— as part of the U.S. Conference of Mayors' Climate Protection Agreement. The City of Pacific Grove is a member of this agreement and needs to join the efforts with strategic and actionable goals based on the following facts:

- The Intergovernmental Panel on Climate Change's (IPCC) most recent report indicates that global warming and the melting of the Arctic ice caps are happening at a faster rate than previously anticipated, and it stresses the urgency of reducing greenhouse gas (GHG) emissions* in order to limit global warming to 1.5 degrees Celsius going forward.
- NOAA reports that the rising ocean acidity off the coast of California (twice the rate of the global average) caused by GHG emissions threatens the shellfish and other species in Monterey Bay. This represents a grave threat to our local economy.
- The Paris Climate Agreement adopted by the United Nations specifically identifies the importance of local governments in the role of environmental protection via aggressive policies and programs that reduce our GHG emissions while promoting a 21st century economy.
- The Coastal Commission has identified several areas of concern for climate change specific to the coastal zone including: storms and flooding; coastal erosion and loss of sandy beaches; coastal habitats; marine ecosystems; land use planning decisions; and shoreline access. Pacific Grove has approximately 458 acres of land within the coastal zone (City of Pacific Grove Climate Change Vulnerability Assessment, 2015[1]).
- Cities, including Pacific Grove, will face tremendous financial losses due to the projected sea level rise, the intensity of storms, drought, wildfires and coastal flooding, linked to rising global temperatures caused by GHG emissions. Business and private properties are also at risk.
- The Pacific Grove community, led by the Beautification and Natural Resource Commission and Sustainable Pacific Grove, is encouraging the City to develop and implement a sound climate action plan.
- Pacific Grove's City Council priorities call for environmental stewardship through adoption and development of policies and ordinances that preserve and protect the environment.

[1] Documents available upon request

Summary of City of Pacific Grove Climate Actions

The City of Pacific Grove has initiated, and in many cases completed, a number of projects to address the climate crisis. While these projects are not part of a formal climate action plan, they highlight the City's commitment to climate action in our community. We wanted to showcase these projects as an initial step in developing a city climate action plan. Below is a list of projects identified by BNRC.

Energy Saving

1. LED streetlight upgrade (completed 2018)
2. Community engagement to achieve energy efficiency through Heros Program, energy efficiency rebates, guidelines and online resources
3. Installation of solar street lighting (2021, 2022)

Sustainable Transportation

1. Proposal for electrification of city fleet (began 2015)
2. Installation of electric vehicle charging stations (began 2020))

Water Conservation

1. Replacement of potable irrigation system to recycled water (2017)
2. Updated storm water collection system (2018)
3. Rainscape Rebate Program for low impact development projects

Waste Management

1. Reduction of single use plastic bags (2015)
2. Reduction of disposable food service ware (2019)
3. Installation of water bottle refilling stations (2022)
4. Household organic waste collection (2022)

Natural Resources Protection and Restoration

1. George Washington Park restoration and tree planting (began 2019)
2. Shoreline Management Plan (completed 2020)
3. Coastal Wildlife Protection Advisory Committee Report recommendations (proposed 2021)
4. Update Monarch Habitat Management Plan (proposed 2021)
5. Review and update to Trees and Urban Forest Municipal code (initiated in 2022)

Other Related Accomplishments

1. Climate Change Vulnerability Assessment (2015)
2. County of Monterey Greenhouse Gas Inventory (2022)

Awards

1. **Beacon Platinum Award** for reduction of GHG emissions (2018-2020)
2. **Beacon Silver Award** for sustainability best practice activities (2018), energy savings (2019), and vanguard award (2020)
3. Storm water capture system awarded **Ocean Hero** award from Monterey Bay Aquarium (2019) and **Project of the Year** award from American Public Works Association (APWA) Monterey Bay Chapter (2022)

Recommendations

The sustainable projects, actions, and accomplishments in the City Pacific Grove set our community on an ideal path to develop a more formal and strategic Climate Action and Adaptation Plan. The BNRC Climate Action Subcommittee, in collaboration with Sustainable PG, prepared this outline for how the City might move forward with a plan and identified priority actions for consideration. Specifically, the BNRC and SPG recommend developing a Climate Action and Adaptation Plan.

Climate Action and Adaptation Plans (CAAP) involve conducting an inventory of greenhouse gasses (GHG)*, setting reduction targets**, identifying priority actions, creating a plan for implementing actions and monitoring changes. A CAAP will keep our community on track for realizing reduction goals for our priority actions and monitoring success through annual inventory comparisons. By working in conjunction with Local Governments for Sustainability and other appropriate organizations, the city can track implementation and progress of the climate action plan, as well as consider equitable distribution of services to ensure that those who will be most greatly impacted by the effects of changing climate are not left behind. See City of Watsonville's CAAP and Santa Cruz as example CAAPs.

In order to meet the City's climate goals, the listed priority actions include three types of initiatives:
Climate action refers to actions taken to reduce emissions. Examples include transitioning to low-carbon energy sources, such as solar or wind energy.
Climate adaptation, on the other hand, refers to preparing for the impact climate change is already having on our communities, such as increased droughts, wildfires, and flooding.
Climate restoration consists of goals and actions that draw excess carbon out of the atmosphere and help restore balance to ecological systems, such as tree-planting and regenerative agricultural practices.

This initial list of ***climate actions, adaptation, and restoration*** activities will be built upon as we acquire data from our GHG inventory, develop our CAAP, and identify priorities and needs of the community.

Climate actions to reduce GHG emissions:

- Complete a city-specific inventory of greenhouse gas to inform actions. These results build on the AMBAG Energy Watch energy assessments of all city facilities and complement the recent Monterey County GHG Inventory;
- Enhance transportation options such as bicycle trails, carpooling and public transit;
- Increase the use of clean alternative energy, including installation of solar panels on appropriate city infrastructure;

- Make energy efficiency a priority through building code improvements, retrofitting City facilities with energy efficient lighting and heating and urging employees to conserve energy;
- Purchase only Energy Star equipment and appliances for City use;
- Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
- Electrify municipal vehicles when feasible or increase the fuel efficiency of fleet vehicles;
- Educate, promote, and encourage the community (business and private, and schools) to reduce GHG emissions with the above actions;

Climate adaptation to prepare for impact of climate change:

- Initiate an Eco-tourism committee with representation from each tourism sector of hospitality, leisure activity, and travel;
- Reconsider coastal structures and trails based on the findings of the 2015 City of Pacific Grove Climate Change Vulnerability Assessment, and the Shoreline Management Plan;
- Incorporate principles of equity in planning, design, and implementation;

Climate restoration to draw excess carbon out of the atmosphere and to restore ecological balance:

- Maintain a healthy urban canopy and promote tree planting;
- Practice and promote a sustainable ecosystem by eliminating toxic pesticides (herbicides, insecticides, and rodenticides) and supporting natural, nontoxic methods of pest management on city property;
- Enhance the persistence of cultural practices with a focus on preserving the ecosystems that are integral to local Tribal communities.

** An inventory of GHG emissions requires measurement of energy used (electricity, natural gas, gasoline/miles driven) and waste generated (landfill, yard waste, recyclables and compostable biowaste), using available metrics and a conversion factor into GHG emissions for each, and segregating these measurements by sector (municipal, business, private). Water usage should also be inventoried.*

*** For simplicity and clarity, greenhouse gas emission reduction is used as the method of addressing the damaging effects of global climate change. In the U.S. Mayors' Climate Protection Agreement, terms like climate disruption, reducing global warming pollution, greenhouse gas emission reduction, and emissions reduction are interchangeably used. Reduction of greenhouse gas emissions can be achieved by consuming less energy and producing less waste, both of which save money.*

CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Susan Meyers, BNRC Commissioner
MEETING DATE: October 19, 2022
SUBJECT: Single Use Plastic Code Revisions
CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Receive presentation and provide direction.

DISCUSSION
On November 7, 2019, Council approved amendments to Chapters 11.98 and 11.99 of the municipal code regarding prohibitions on single-use plastics and food packaging, which were to be initiated on April 22, 2020.

Awareness outreach and alternate resources had been given via business and community meetings and in-person business contact. The outreach was a joint effort of the City of Pacific Grove Public Works, The Chamber of Commerce and local volunteer NGOs (Communities for Sustainable Monterey County, Monterey Bay Aquarium, and Monterey Regional Stormwater Education Alliance).

While Chapter 11.98 of the code is in effect, enforcement has been limited due to COVID19. The BNRC Recycling and Litter Reduction Subcommittee proposes several amendments to Chapter 11.98 to be voted on and approved before proceeding with the re-initiation and enforcement. The proposed amendments are described below and shown illustrated on the red-lined draft of Chapter 11.98.

11.98.0301.
1. Change the minimum requirement of carryout paper bags from 100% to 75% recycled material.

2. Offer paper only at checkout for the cost of $0.25. All reusable plastic bags, including the 4ml plastic bags, are sold separately and priced similarly.

3. Allow compliant paper bags for carryout of wet items, pharmacy, cards, etc.

11.98.0351.
1. Prohibit bioplastic PLA and allow non-plastic recyclable packaging such as aluminum and glass

2. Regarding straws: Remove SUD (which includes single-use paper straws) from the restriction and replace with SUP. Use SUD/SUP consistently throughout the codes

3. Food service providers will charge a take-out fee for take-out containers, not to exceed $1.00 per order, but including a fee $0.25 per for each to go cup to cover the difference in cost from SUDs

11.98.050
BNRC recommends suspending enforcement of dry cleaner film prohibition until further notice. The subcommittee would also ask for suspension of enforcement to the dry cleaner bags portion of the codes until further notice due to constraints on alternatives and current strain on the dry cleaner businesses.

Additionally, include prohibition of balloons and all types of confetti in the Ordinance. Amend all Use/Event permits to clearly include the prohibition and communicate the restrictions more visibly on the permit application and website. Enforce collection of cleaning deposit and consider increasing the amount of the deposit.

Prior to policy changes, it is the recommendation that a public outreach campaign occur within the business community that will be effected.

OPTIONS

Do nothing and keep the code as is.

FINANCIAL IMPACT:

There is no fiscal impact by receiving the report

GOAL ALIGNMENT: Environmental Stewardship: Adopt and develop policies and ordinances that preserve and protect the environment.

Attachments

Presentation

Draft changes

SINGLE USE PLASTIC ORDINANCE

RECOMMENDATION

The BNRC recommends amendments to Chapters 11.98 and 11.99 of the municipal code regarding prohibitions on single-use plastics (the “Ordinance”) and submits this presentation and attendant materials to the City Council for its consideration.

AMENDMENT 11.98.030

11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.

1. Change the minimum requirement of carryout paper bags from 100% to 75% recycled material.
2. Offer paper only at checkout for the cost of $0.25. All reusable plastic bags, including the 4ml plastic bags, to be sold separately and priced similarly.
3. Allow compliant paper bags for carryout of wet items, pharmacy, cards, etc.

Amendment 11.98.035

11.98.035 Ban on single-use disposable food serviceware

1. Prohibit bioplastic PLA and allow non-plastic recyclable packaging such as aluminum and glass.
2. Regarding straws: Remove SUD (which includes single-use paper straws) from the restriction and replace with SUP. Use SUD/SUP consistently throughout the codes.
3. Food service providers will charge a take-out fee for take-out containers, not to exceed $1.00 per order, but including a fee $0.25 per for each to go cup to cover the difference in cost from SUDs.

DRY CLEANER CONSIDERATION

11.98.050 Enforcement

1. Vote to suspend enforcement of dry cleaner film prohibition until further notice.

BALLOONS AND CONFETTI

1. Include prohibition of balloons and all types of confetti in the Ordinance.
2. Amend all PG Use/Event permits to clearly include the prohibition and communicate the restrictions more visibly on the permit application and website.
3. Enforce collection of cleaning deposit and consider increasing the amount of the deposit.

Chapter 11.98 REDUCTION OF SINGLE-USE PLASTICS

Sections:

11.98.010 Purpose and findings.
11.98.020 Definitions.
11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.
11.98.035 Ban on single-use disposable food service ware.
11.98.040 Ban on single-use amenities by lodging providers.
11.98.045 Implementation.
11.98.050 Enforcement.
11.98.055 Exemptions.

11.98.010 Purpose and findings.

(a) It is the intent of the city of Pacific Grove in enacting this chapter to eliminate the use of single-use plastics, to encourage the use of reusable or compostable products by consumers, food and lodging providers, and retail establishments, and to reduce the consumption of single-use plastics in general.

(b) By promoting compostable materials and reusable products, the city positions itself to meet state mandated waste diversion targets.

(c) Single-use disposable packaging and food ware (SUDs) are a major contributor to street litter, ocean pollution, marine and other wildlife harm, and greenhouse gas emissions.

(d) Plastics in waterways and oceans break down into smaller pieces known as microplastics, which are not biodegradable and are present in most of the world's oceans.

(e) Among other hazards, plastic debris attracts and concentrates ambient pollutants in seawater and freshwater, which can transfer to fish, other seafood and salt that are eventually sold for human consumption.

(f) The city finds that the addition of this chapter to the municipal code qualifies as a regulation for the protection of natural resources and the environment as defined by the California Environmental Quality Act (CEQA). [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.020 Definitions.

For the purposes of this chapter, the following definitions apply:

"Affordable" means that a compostable product may cost up to 15 percent more than the purchase cost of the nonbiodegradable, non-compostable or nonrecyclable material.

"ASTM standard" means meeting the standards of the American Society for Testing and Materials International Standards D6400, as may be amended.

"Biodegradable" means the ability of organic matter to break down from a complex to a simpler form through the action of bacteria or to undergo this process.

"BPI" means Biodegradable Product Institute.

"City contractor" means any person or entity that has a contract with the city for work or improvement to be performed, for a franchise, concession, for grant moneys, goods and services, or supplies to be purchased at the expense of the city.

"City facility" means any building, structure, street, park, open space, golf links, or vehicle owned and operated by the city, its agents, and departments.

"Compostable" means a material that meets BPI certified standards or undergoes degradation by biological processes during composting to yield carbon dioxide (CO_2), water, inorganic compounds, and

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biomass within a nominal time frame. Compostable food service ware must be clearly labeled compostable in accordance with California Public Resources Code Section 42357 et seq., as may be amended, and all state and federal labeling laws pertaining to the identification of compostable products.

“Disposable” means products intended for single or a limited number of uses, used in the restaurant, food service and retail industries.

“Exempted uses” means those points of sale or delivery sales that have received a special exemption through the city manager or designee.

“Food service provider” means any restaurant or vendor located or providing food within the city that provides prepared food for public consumption on or off its premises and includes without limitation any store, shop, sales outlet, restaurant, grocery store, supermarket, delicatessen, catering truck, special events vendor, or vehicle, or any other person who provides prepared food; and any organization, group or individual which regularly provides food as a part of its services.

“Food service ware” means products used by a food service provider or in the food service industry for serving or transporting prepared ready-to-consume food or beverages. This includes but is not limited to plastic plates, straws, cups, lids, bowls, utensils, stirrers, beverage plugs, trays and hinged or lidded containers. This does not include single-use packaging for unprepared foods.

“Lodging provider” means any hotel, motel, bed and breakfast inn, short-term rental, or any other establishment that provides overnight lodging.

“Person” means an individual, business, event promoter, special events vendor, trust, firm, joint stock company, corporation, nonprofit, including a government corporation, partnership, or association, and public or private school.

“PLA” (polylactic acid or polylactide) means a biodegradable and bioactive thermoplastic aliphatic polyester derived from renewable biomass, typically from fermented plant starch such as from corn, cassava, sugarcane or sugar beet pulp.

“Plastic” means a material derived from either petroleum or a biologically based polymer, such as corn or other plant sources.

“Plastic bag” or “plastic carryout bag” means a single-use carryout bag of any size that is provided at point of sale to customers by a retail establishment or food provider. Plastic bags include non-compostable carryout bags. After December 31, 2020, this definition shall include “dry cleaning film bags.”

“Point of sale” means a physical or virtual place where sales transactions are made, typically a cash register, check stand or online shopping cart.

“Polystyrene foam” includes expanded polystyrene that is a thermoplastic petrochemical material utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, form molding, and extrusion-blown molding (extruded foam polystyrene). This includes but is not limited to polystyrene foam plate, bleached paperboard plate with low density polyethylene coating and bleached paperboard plate with polystyrene coating.

“Prepared food” means food or beverage prepared for consumption on the food provider’s premises, or elsewhere, using any cooking or food preparation technique. This does not include any raw uncooked meat, fish or eggs unless provided for consumption without further food preparation. This does not include food prepared and packaged outside the city.

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"Recyclable" means any material that is accepted by the city recycling program, including, but not limited to, paper, glass, aluminum, cardboard and plastic bottles, jars and tubs. Recyclable plastics comprise those plastics coded with the recycling symbols Nos. 1 through 5.

"Recycled paper bag" means a bag that contains no old growth fiber and is made up of 100 percent post-consumer recyclable materials, and has printed in a highly visible manner on the outside of the bag the words "100 percent Compostable."

"Restaurant" is defined as a food provider doing business in the city whose principal business is the sale of prepared food for consumption either on or off premises, which includes a restaurant, cafe, bakery, food cart, take-out establishment, home kitchens, delicatessen, or catering truck.

"Retail establishment" or "retail store" means all sales outlets, stores, shops, vehicles, nonprofits, resale businesses or other places of business located within the city that operate primarily to sell or convey goods directly to the ultimate consumer.

"Reusable" means designed or intended for more than a single use or few uses, or intended for reuse, in contrast to disposable.

"Reusable bag" means any bag with handles that is specifically designed and manufactured for multiple reuse, and is either: (1) made of cloth or other washable woven fabric; or (2) made of durable material that is at least 4.0 mils thick that can be cleaned or disinfected at least 125 times. A reusable bag may be made of recyclable plastic such as high-density polyethylene (HDPE), low-density polyethylene (LDPE), or polypropylene.

"Single-use amenities" means plastic containers less than eight ounces in size that contain personal care products intended to be applied to or used on the human body in the shower, bath or any part thereof, and includes body wash, lotion or hair products provided by lodging providers.

"Single-use carryout bag" is defined as a bag, other than a reusable, recyclable bag, or compostable bag, provided at the point of sale for the purpose of transporting food or merchandise out of the establishment. Single-use carryout bags include bags, without handles, provided to the customer to (1) transport produce, bulk food or meat from a produce, bulk food or meat department within a store to the point of sale; (2) hold prescription medication dispensed from a pharmacy; or (3) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag.

"Single-use plastics" or "SUPs" means single-use carryout plastic bags or containers that are provided at the point of sale to customers. These typically include plates, cutlery, cups, lids, straws, "clamshells" and other containers, as well as products with plastic lining. This also includes single-use amenities.

"Special events promoter" means an applicant for any special events permit issued by the city or any city employee(s) responsible for any city-sponsored or organized special event.

"Straw" means a tube through which beverages, slurries, smoothies, and similar ingestible products may be ingested by the consumer.

"SUDs" means single-use disposable packing and food service ware. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.030 Ban on single-use plastics and plastic bags and charge for paper carryout bags.
(a) No retail establishment, dry cleaner, laundry service, food service provider, or lodging provider shall provide single-use plastics or plastic bags to customers at the point of sale, except as permitted in this chapter.

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(b) No city contractors, special events promoters, or their vendors, while performing under contract or permit within the city limits, shall provide single-use plastics or plastic bags to customers at the point of sale.

(c) Paper carryout bags provided to customers shall contain a minimum of 75~~10~~0 percent post-consumer recycled paper fiber and must be certified compostable as defined in this chapter.

(d) Retail establishments shall charge a minimum 25~~10~~-cent fee for each paper carryout bag provided to customers at the point of sale. Retail establishments shall keep annual records of paper bag distribution to be made available to the city manager or designee upon request. From time to time, the city may review the annual records of paper bag distribution to ensure the effectiveness of these regulations.

(e) The charge imposed pursuant to this chapter shall not be charged to customers participating in the California Special Supplemental Food Program for Women, Infants, and Children, the State Department of Social Services food stamp program, or other government-subsidized purchase programs for low-income residents.

(f) Bags used to protect wet items or for carry-out protection must be made of BPI compliant materials or compliant paper materials. This includes bags to protect bottles, bags around meat, produce, ice cream or other wet items, bags to weigh candy, pharmacy bags, or bags to protect greeting cards.

(g) Retail establishments are strongly encouraged to make reusable bags available for sale to customers at a reasonable price. 4ml plastic bags shall be treated as other reusable bags, sold separately and priced accordingly.

(h) Retail establishments shall indicate on the customer transaction receipt the number of paper carryout bags provided, and the total amount charged.

(i) It shall be a policy of the city that retail establishments located outside the city shall not package any nonfood product in a container that utilizes polystyrene foam, both block polystyrene or packaging peanuts, or purchase, obtain, keep, distribute or sell for home or personal use, or give, or otherwise provide to customers any packaging that utilizes polystyrene foam. The city shall promote and require elimination of all ~~SUDS~~SUP and polystyrene foam packaging. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.035 Ban on single-use disposable food service ware.

(a) All food service providers within the city shall provide reusable food service ware for dine-in customers.

(b) BPI certified non-PLA compostable food service ware and non-plastic recyclables required for prepared food other than dine-in customers.

(1) All food service providers within the city shall use BPI certified non-PLA compostable food service ware and non-plastic recyclables products for prepared food. This includes city contractors and special events promoters performing under a city contract or permit.

(2) No person may sell, offer for sale, or otherwise distribute within the city, and may not provide prepared food in any disposable food service ware that is not BPI certified fiber based compostable, non-plastic recyclable, or that contains polystyrene foam. This includes city contractors in the performance of city contracts and special events promoters in the city.

(3) Food service providers ~~may~~will charge a ~~take-out~~ fee for take-out containers, not to exceed $1.00 per order, but including a 25-cent fee for each to go cup to cover the difference in cost from SUDs.

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(c) Straws shall be provided only upon request. All ~~SUD~~SUP straws, including PLA/bioplastic, are prohibited. Exceptions shall only be made to the consumer self-identifying as a person with a disability, whereupon a plastic straw may be provided to the consumer.

(d~~)~~ Foods prepared or packaged outside the city and sold within the city are exempt from the provisions of this chapter. Purveyors of food prepared or packaged outside the city are encouraged to follow the provisions of this chapter as it is a policy goal of this city to eliminate the use of single-use plastics and polystyrene foam for packaging prepared food.

(e) Penalties.

(1) The city, in accordance with applicable law, may inspect any food service provider's premises to verify compliance with this chapter.

(2) Food service providers shall confirm compliance with this chapter on their annual business license renewal forms.

(3) Violations of this section shall be enforced as follows:

(A) For the first violation, the city manager or designee shall issue a written warning to the food provider specifying that a violation of this chapter has occurred and notifying the food provider of the appropriate penalties to be assessed in the event of future violations.

(B) The following penalties shall apply for subsequent violations of this chapter:

(i) A citation imposing a fine in the sum of $200.00 for the first violation that occurs more than 30 days after the warning issued pursuant to subsection (e)(3)(A) of this section. In lieu of payment, the person cited may submit receipts to the city manager that demonstrate the purchase, following the service of the citation, of at least $100.00 worth of BPI certified compostable products appropriate as an alternative to the disposable food service ware that led to the violation.

(ii) A fine in the sum of $400.00 for a violation that occurs after issuance of the citation referenced in subsection (e)(3)(B)(i) of this section.

(iii) A fine in the sum of $900.00 for the third and each subsequent violation which occurs after issuance of the citation referenced in subsection (e)(3)(B)(i) of this section.

(4) Food service providers who violate this chapter in connection with special events, defined in this chapter, shall be issued a citation imposing fines as follows:

(A) A fine of $200.00 for each violation associated with an event of one to 200 persons;

(B) A fine of $400.00 for each violation associated with an event of more than 200 but less than 400 persons;

(C) A fine of $600.00 for each violation associated with an event of more than 400 but less than 600 persons; and

(D) A fine of $1,000 for each violation associated with an event of more than 600 persons. [Ord. 19-016 § 2, 2019].

11.98.040 Ban on single-use amenities by lodging providers.
Single-use amenities are prohibited for distribution by lodging providers within the city except to persons specifically requesting accommodations for a disability or other special need. [Ord. 19-016 § 2, 2019].

DRAFT

11.98.045 Implementation.
The city shall make available a copy of this chapter, or a link to this chapter on the city's website, to every new retail establishment, dry cleaner, laundry service, lodging provider or food provider that applies for a business license. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014. Formerly 11.98.040].

11.98.050 Enforcement.
(a) Beginning April 22, 2020, violations of this chapter may be enforced in accordance with Chapters 1.16 and 1.19 PGMC.

(b) Violation of this chapter will be considered a public nuisance. In addition to any other remedies or penalties that may be available, any violation described in subsection (a) of this section shall be subject to abatement by the city, as well as any other remedies that may be permitted by law for public nuisances, and may be enforced by an injunction issued by the superior court in a civil action, based upon a showing by the city that said violation exists.

(c) The city manager is authorized to establish regulations or administrative procedures to obtain compliance with this chapter. [Ord. 19-016 § 2, 2019; Ord. 14-015 § 2, 2014].

11.98.055 Exemptions.
(a) The city manager or designee may exempt a person from the requirements of this chapter for a period not to exceed 12 months per request upon a showing, in writing, that this chapter creates an undue hardship or practical difficulty not generally applicable to other persons in similar circumstances.

(b) The city manager shall confirm the decision to grant or deny each exemption in writing; the city manager decision shall be final.

(c) There shall be no exemptions to allow for the use of recyclable, biodegradable, or polystyrene foam disposable food service ware. [Ord. 19-016 § 2, 2019].

Chapter 11.99FOOD PACKAGING

(Repealed by Ord. 19-016)

DRAFT

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Brian Pierik, City Attorney

MEETING DATE: October 19, 2022

SUBJECT: Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (One case: Arising out of letter received from Andrew Sandovol on August 25, 2022)

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive update.

Attachments

Letter

LULAC District 12
Andrew Sandoval, District Director
joseandrewsandoval@gmail.com

Dear City of Pacific Grove

I am writing on behalf of LULAC District 12. We are interested in improving the accountability and responsiveness of future elected officials as well as the election system of the City of Pacific Grove as a whole. As the City of Pacific Grove continues to grow, it must adopt positive stateside trends in voting and elections in order to prevent voters from losing the ability to meaningfully engage in elections and community policy-making. At our LULAC District 12 meeting, our District Board voted unanimously to request the City of Pacific Grove move toward District elections.

One of the growing trends in California is district elections. District elections have been shown to improve voter turnout and help governments respond to community concerns. Districts are the cornerstone of our state and federal systems. Accordingly, they have been adopted by numerous cities, community college districts, and school districts. Recently the City of Soledad, Gonzales, Greenfield, and Monterey has passed resolutions of intent and some have adopted maps. Chualar, Santa Rita, Salinas City, Pacific Grove, Alisal, and other school districts have also moved towards district elections.

With regard to the City of Pacific Grove elections, we believe that the City of Pacific Grove would benefit from moving towards district elections. This would prevent the City of Pacific Grove from being in violation of the California Elections Code sections 14025 et. seq., known as the California Voting Rights Act of 2001 (CVRA). A change mandated in the election system to prevent occurrences of voting patterns that impair the ability of voters to elect candidates of their choice or impair their rights to influence the outcome of an election, particularly as a result of the dilution or abridgment of its rights and privileges under state and federal law.

We therefore respectfully demand that the City of Pacific Grove change its at-large voting system to a district-based voting system that affords all voters and protected groups the equal opportunity to choose elected officials to the City of Pacific Grove and, thereby, bring the system into compliance with the CVRA.

The reality is that all public agencies that have litigated this issue have lost. The costs to litigate a CVRA challenge can be tremendously high since an agency must pay the plaintiff's legal fees if the city is unsuccessful. In other cases, the plaintiff's legal fees have ranged from $385,000 to $4.5 million.

Additionally, if the court finds a CVRA violation, the court has the authority to impose district-based elections and to determine district boundaries with input solely from the plaintiff's attorney and consultants, effectively removing this authority from the School District and the community.

Finally, even if the public agency successfully defends a CVRA lawsuit, that success does not bar a subsequent challenge under the CVRA by a different plaintiff.

A few cities have decided to defend against these actions, but none have prevailed on the merits. In addition to the low threshold for establishing a valid claim under the CVRA, the law also requires the city to pay a plaintiff's attorney's fees and costs if the plaintiff prevails. Plaintiffs' attorneys' fees and costs in CVRA cases often amount to millions of dollars.

Please respond to this correspondence and include the City of Pacific Grove's plans to calendar a resolution and outline the steps it will take to facilitate the transition along with an estimated timeline. If the City of Pacific Grove fails to take action within the statutory timeline to effect change in its election process, we may seek judicial assistance to enforce our remedies at law. Per the CVRA, we will seek equitable relief and other forms of relief, including attorneys fees.

We understand there is a pandemic and are aware of the need to maintain safe distances and exercise precautions. We have seen an increase in participation in public meetings with the many options currently available. Zoom, Google Meets, and YouTube along with in-person are excellent ways to engage the community. Having interpretation available at all engagement meetings will allow all stakeholders to play a meaningful role in the process of moving towards district elections and drawing maps. We hope to see the City of Pacific Grove be inclusive of all stakeholders.

We are hopeful that you will be able to work with us to achieve a timely transition in order to bring the City of Pacific Grove into compliance with the CVRA. We have attached a comprehensive study done by the Pacific Grove School District that will help provide more information and evidence as you make this decision.

Thank you

Andrew Sandoval
LULAC District 12 Director

Robert Goodman

ATTORNEY AT LAW
1114 STATE STREET, SUITE 312
SANTA BARBARA, CALIFORNIA 93101
TELEPHONE (805) 965-9869
FACSIMILE (805) 965-8669

August 9, 2021

Dr. Ralph G. Porras, Superintendent
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950

Re: Notice of Violation of California Voting Rights Act

Dear Dr. Porras:

First, we would like to acknowledge and thank you for your work, and the work of the Board of Education and staff, on behalf of the Pacific Grove Unified School District.

On behalf of Olivia Hernandez, a member of a protected class and a registered voter in the Pacific Grove Unified School District, this letter and the enclosed report assert that the Pacific Grove Unified School District's method of conducting elections is in violation of the California Voting Rights Act. Pursuant to state law, the Board of Education of the Pacific Grove Unified School District has 45 days from receipt of this letter to adopt a resolution outlining its intention to transition from at-large to district elections, detailing specific steps it will take to facilitate this transition, and estimating the time-frame for this transition. If the Board of Education does not adopt a resolution to this effect, then a legal action will be commenced in Monterey County Superior Court. The lawsuit would seek a court order requiring the Pacific Grove Unified School District to establish district elections pursuant to the California Voting Rights Act.

District elections are sweeping California. As far as this office is aware, no government agency in California has successfully defended a complaint alleging a violation of the California Voting Rights Act. For this reason, we recommend a collaborative settlement which would cap costs to the Pacific Grove Unified School District and enable more participation by the Board of Education in the transition to district elections than would be the case through a court action.

Advantages of a pre-litigation settlement include that implementation of district elections in the Pacific Grove Unified School District could be deferred until November 2022 or November 2024, also deferring the hearings to draw district lines. This approach has proved successful in a number of other government jurisdictions in California.

We appreciate that for a government agency that has not planned to institute district elections, the November 2022 deadline could be difficult, particularly since all census data are not yet available. Government jurisdictions elsewhere have asked for a settlement process whereby more time would be available for implementation, and a settlement agreement can achieve this result. Under any circumstances, reimbursement costs are capped at $30,000, provided the Board of Education adopts a resolution of intent to implement district elections. The terms of existing Board members would not be affected by the move to district elections.

District elections elsewhere have been tied to more than greater representation -- these elections lead to more candidates seeking election to boards and councils and to greater participation and interest by the community in local government agencies and elections. There are many benefits that public agencies derive from district elections, including higher voter turn-out and more community participation, as described in the enclosed report. A number of government agencies in Monterey county, as elsewhere, have enacted district elections successfully.

Thank you for your consideration and attention to this matter. We look forward to working with you to establish district elections in the Pacific Grove Unified School District. We believe the Pacific Grove Unified School District will be an even better school district with district elections -- more representative of the people and in compliance with state law.

Sincerely yours,

Robert Goodman

Robert Goodman

RG/ph
Encl
Cc: California Voting Rights Project

Establishing District Elections in the

Pacific Grove Unified School District

pursuant to the

California Voting Rights Act

California Voting Rights Project
July 2021

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Establishing District Elections in the Pacific Grove Unified School District Pursuant to the California Voting Rights Act

Introduction

There is a strong case for establishing district elections in the Pacific Grove Unified School District. Hundreds of California school districts, cities, and special districts have instituted district elections in recent years pursuant to the California Voting Rights Act. District elections bring government closer to the people and increase representation, result in higher turn-out in local elections, and lead more candidates to run for local office.

Although about two-fifths of the enrollment in the Pacific Grove Unified School District is comprised of members of protected classes, no members of protected classes currently serve on the Board of Education of the Pacific Grove Unified School District or have been elected to the Board in many years.

There are many examples of polarized voting in the Pacific Grove Unified School District on state and local ballot measures. There are also significant differences between members of different groups in socioeconomic characteristics pertaining to education, employment, and health and in performance in the Pacific Grove Unified School District. At least 19 government agencies in Monterey County utilize district elections.

Abridgment of voting rights of members of protected classes is proscribed by the California Voting Rights Act. The United States Voting Rights Act and, especially, the California Voting Rights Act provide strong and explicit protections to challenge at-large forms of election to government bodies and to replace them with district elections.

To date, no government jurisdiction in California has prevailed in a challenge to its electoral system on the basis of the California Voting Rights Act.[1] The current, at-large method of election to the Pacific Grove Unified School

District Board of Education impairs the ability of members of protected classes to elect candidates of their choice and their ability to influence the outcomes of elections. Therefore, district elections must be established in the Pacific Grove Unified School District.

1. Benefits of District Elections

There are many benefits of district elections which have been experienced in jurisdictions throughout California. These include greater voter turn-out and participation, and more candidates running for office. In some places, turn-out in some voting precincts has increased by as much as one-quarter after district elections were implemented, and the number of candidates seeking election has more than doubled.

District elections bring government closer to the people. They result in representatives who are more knowledgable of neighborhood problems and concerns. Candidates learn about their electoral district when running for office. Voters have a member of the Board of Education to whom they can turn on issues, and Board members become more knowledgeable about area-specific issues. There is a wider spectrum of views on the Board of Education and more representation from all neighborhoods and the entire community. District elections empower neighborhoods. District elections have been accompanied by greater diversity of all sorts on elective boards.

District elections result in less expensive political campaigns. It is easier for younger and lower socioeconomic candidates to run for office if they do not have to raise as much money. This results in less influence by special interests. By walking door to door and other inexpensive means, candidates can be elected who would not be elected in at-large elections.

The Pacific Grove Unified School District will be an even better school district with district elections--more representative of the people and in compliance with state law. District elections will make elections to the Board of Education fairer and more inclusive, and will increase representation and participation. The universal experience with district elections in California is that school districts and other government jurisdictions have found them to be a superior form of representation, irrespective of the legal requirement.

Benefits of district elections are described in "The Politics of Latino Education: The Biases of At-Large Elections," by David Leal, Valerie Martinez-Ebers, and Kenneth Meier, published in the *Journal of Politics*, a publication of

the Southern Political Science Association, included here as Exhibit E and incorporated herein. This article contains much important information:

> Representation is an integral part of the political system.
>
> Boards are involved in all aspects of school policy. They hire and fire superintendents, set the curricula, decide spending priorities, and adopt reform plans. Although many decisions are in practice left to superintendents and other administrators, school boards are tasked to oversee these experts. Boards, therefore, shoulder much responsibility for the quality of public education in America.
>
> The question of Latino representation in school policymaking might be less urgent if Latino educational achievement were high, but this is far from the case. While education may be the best way to escape poverty and realize the American dream, many Latinos find their hopes prematurely dashed through low educational achievement.
>
> Latino representation on school boards was associated with better educational conditions. In school districts with more Latino representation, Latino students experienced greater access to equal education ... There also appeared to be a ripple effect, whereby more Latino school board members led to more Latino school administrators, which in turn led to more Latino teachers.
>
> Multiple studies suggest greater minority representation in the educational policy process translates into more positive outcomes for minority students.
>
> Our study supports the findings of earlier research showing minority population translating into minority school board seats at a substantially higher rate with district elections than with at-large elections. Our findings show that at-large election systems usually

disadvantage Latinos; the obvious recommendation is that at-large systems should be replaced by single-member systems.[2]

As members of protected classes are elected to governing boards, there tends also to be more members of protected classes who become employed by government agencies. In addition, because candidates for higher elective office are overwhelmingly elected first to local office, district elections lead in time to greater representation at all levels of elective office.

2. United States Voting Rights Act

The United States Voting Rights Act is landmark federal legislation that prohibits racial discrimination in voting. Passed in 1965 in the wake of the suppression of civil and voting rights, the United States Voting Rights Act is intended to enforce the voting rights guaranteed by the 14th and 15th Amendments to the United States Constitution, in particular the provisions of the 15th Amendment: "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race ... [or] color".

According to the federal Voting Rights Act: "No voting qualification or prerequisite to voting or standard, practice, or procedure shall be imposed or applied by any State or political subdivision in a manner which results in a denial or abridgment of the right of any citizen of the United States to vote on account of race or color ... A violation ... is established if, based on the totality of circumstances, it is shown that the political processes leading to nomination or election in the State or political subdivision are not equally open to participation by members of a class of citizens ... in that its members have less opportunity than other members of the electorate to participate in the political process and elect representatives of their choice. The extent to which members of a protected class have been elected to office in the ... political subdivision is one circumstance which may be considered" (52 U.S. Code Sec. 10301).

The United States Supreme Court has "long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength" of protected classes (*Thornburg v. Gingles*, 478 U.S. 30, 47 (1986)). Although legal actions against government jurisdictions in California to require district elections have been brought since 2002 pursuant to the California Voting Rights Act (rather than the U.S. Voting Rights Act), the federal Voting Rights Act also provides explicit and strong protection for the voting rights of members of protected classes.

3. California Voting Rights Act

Building upon the United States Voting Rights Act, the California Voting Rights Act was passed by the California legislature in 2001 and signed into law in 2002 to allow legal challenges to government jurisdictions in California with at-large methods of election to require them to institute district elections. According to the Rose Institute of State and Local Government at Claremont McKenna College (the state leader in gathering information on the transition from at-large to district elections): "The California Voting Rights Act was written to promote the use of by-district elections to encourage the election of candidates preferred by previously 'underrepresented' voters such as Latinos."[3] A copy of the California Voting Rights Act is included here as Exhibit B and incorporated herein.

The core provision of the California Voting Rights Act (CVRA) is:

> 14027. An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or abridgment of the rights of voters who are members of a protected class.

The CVRA is clear: at-large methods of election are against California law when they impair the ability of protected classes to elect candidates of their choice or to influence the outcomes of elections as a result of dilution of the vote or abridgment of the rights of voters who are members of a protected class. Upon showing vote dilution or abridgment of the rights of voters of protected classes, at-large methods of election must be discontinued in favor of district elections.

According to Section 14028 of the CVRA: "A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision." In addition: "Other factors such as ... the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the

political process, ... are probative ... factors to establish a violation" of the CVRA (Sec. 14028(e)).

The CVRA is also clear with respect to what the remedy for illegal, at-large elections is: "Upon a finding of a violation ..., the court shall implement appropriate remedies, **including the imposition of district-based elections**, that are tailored to remedy the violation" (Sec. 14029, emphasis added). Though a remedy for a violation of the CVRA other than district elections might be here contemplated, in fact no remedy has been ordered by a California court for violation of the California Voting Rights Act other than district elections.

When, as in the Pacific Grove Unified School District, a political subdivision utilizes an illegal, at-large method of election, district elections must be implemented.

To date, dozens of legal actions have been brought against school districts, cities, special districts, and other government agencies in California for violation of the California Voting Rights Act. Every action has been successful. The replacement of at-large elections by district elections is sweeping the state as a result of the CVRA. The Rose Institute also states: "Another significant effect of the California Voting Rights Act is the financial cost it has imposed ...--many challenges so far have resulted in settlements or legal awards over one million dollars."[4]

The California Voting Rights Act was ruled constitutional by a California Court of Appeal in 2007. The decision held: "The CVRA is race neutral. It does not favor any race over others or allocate burdens or benefits to any groups on the basis of race. It simply gives a cause of action to members of any racial or ethnic group that can establish that its members' votes are diluted."[5] The court further held: "Curing vote dilution is a legitimate government interest"; and: "To prove a violation, plaintiffs ... do not need to show that members of a protected class live in a geographically compact area."[6]

The CVRA also states: "Proof of an intent on the part of the voters or elected officials to discriminate against a protected class is not required" (Sec.

14028(d)) to sustain a legal action brought pursuant to the California Voting Rights Act.

B. Board of Education Candidates and the Votes They Received in Pacific Grove School District Elections, 2018 and 2020

Year	Candidate	Votes
2018	Dawson	5,063
	Paff	4,127
	Walton	4,073
	Sahenkoske	3,267
2020	C. Swanson	6,783
	B. Swanson	4,262
	Miller	3,482

No candidates who are members of protected classes have sought election or been elected to the Pacific Grove Unified School District Board of Education in its most recently contested elections. The next table presents the total number of candidates and the number of candidates elected in these elections:

C. Pacific Grove Unified School District Board of Education Elections in 2018 and 2020, Total and Elected Candidates

Year	Total Cand.s	Elected Cand.s
2018	4	3
2020	3	2
Total:	**7**	**5**

As can be seen, of 7 total candidates for the Pacific Grove Unified School District Board of Education and 5 elected candidates in 2018 and 2020, none has been a member of a protected class. The next table on the following page shows the number of total votes in each of these elections:

D. Pacific Grove Unified School District Board of Education Elections in 2018 and 2020, Total Votes

Year	Total Votes
2018	16,530
2020	14,527
Total:	**31,057**

As can be seen, of more than 30,000 total votes cast for the Pacific Grove Unified School District Board of Education in 2018 and 2020, none was for a member of a protected class.

That the Pacific Grove Unified School District is more diverse than those who have sought election and been elected to the Board of Education is not intended to detract from the service that existing and past trustees provide and have provided to the community. The concern is with respect to the at-large method of election utilized by the Pacific Grove Unified School District.

As previously indicated, one of the strongest arguments for district elections in the Pacific Grove Unified School District is that it would lead to more contested elections for the Board of Education, as well as provide representation from all neighborhoods of the Pacific Grove Unified School District on the Board of Education. Although a number of elections to the Pacific Grove Unified School District Board of Education have not been contested, this does not relieve the requirements of the California Voting Rights Act to establish district elections.

Pursuant to the California Voting Rights Act, it is not necessary that abridgment of voting rights be demonstrated only in elections to the political subdivision's governing board. Rather, voting issues with respect to which the CVRA becomes applicable "means voting in which there is a difference ... in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate" (Sec. 14026(e))--irrespective of whether the difference in voting occurs for the governing board of the government jurisdiction in which district elections is sought or in other electoral choices.

This is made clear by legal specialists in districting, electoral issues, and voting rights Marguerite Leoni and Christopher Skinnell. They write in "The California Voting Rights Act," published by the *Public Law Journal* (vol. 32, Spring 2009), an official publication of the State Bar of California Public Law Section:

> **No Minority Candidates.**
>
> The fact that no members of the minority group have ever run for membership on the legislative body will not insulate a jurisdiction from CVRA challenge. The CVRA expressly provides that a violation can be shown if racially-polarized voting occurs in elections incorporating *other* electoral choices that affect the rights and privileges of members of a protected class, such as ballot measures. (Elec. Code Sec.s 14028(a) & (b).) Some particularly obvious examples ... might include Proposition 187 (denying services to undocumented immigrants), [and] Proposition 209 (preventing state agencies from adopting affirmative action programs) ... But other local measures may also serve the same purpose.[8]

This article also states that the California Voting Rights Act "makes fundamental changes to minority voting rights law in California"; the CVRA "alters established paradigms of proof and defenses ..., thus making it easier for plaintiffs in California to challenge allegedly discriminatory voting practices"; the CVRA "prescribe[s] an extremely light burden ... to establish a violation"; the CVRA "eliminate[s] the first precondition that plaintiffs must prove at the liability stage in federal litigation, that is, that the minority group is sufficiently large and geographically compact to form a majority in a single member district"; the CVRA "eliminates the requirement that plaintiffs prove discrimination"; the CVRA "mandates the award of costs, attorneys fees, and expert expenses to prevailing plaintiffs"; the CVRA "denies not only attorneys fees but also the costs of litigation to prevailing defendants"; the "sole fact that the voters of a city or special district have enacted an at-large electoral system by ballot measure, or rejected a by-district electoral system by ballot measure, will not protect a jurisdiction"; and "Demands by minority group representatives for a change to by-district elections must be taken seriously, even if the minority group is not numerous enough to form a majority in a new single member district. Changing voluntarily permits the

elected representatives ... to control the districting process and the considerations that will guide the districting. Once the single member districts are in place, the [government jurisdiction] is in the CVRA safe harbor."[9] A copy of this article is included here as Exhibit D and incorporated by this reference.

There are many examples of racially polarized voting, vote dilution, or differential voting in the Pacific Grove Unified School District on state ballot measures in even the two most recent elections, where electoral precincts within the District with different proportions of members of protected classes have expressed different preferences on measures, including:

E. Polarized Voting on State Ballot Measures in Pacific Grove Unified School District, 2018 and 2020

Year	State Ballot Measure
2018	Proposition 1, housing programs
2018	Proposition 3, water bonds
2018	Proposition 8, dialysis payment restructuring
2018	Proposition 10, local rent control
2020	Proposition 15, funding for public schools
2020	Proposition 16, repeal Proposition 209
2020	Proposition 18, allow 17-, 18-year olds to vote
2020	Proposition 19, change property tax rules
2020	Proposition 25, require money bail

Further, there are also many instances of racially polarized voting in the Pacific Grove Unified School District on local ballot measures, including:

F. Polarized Voting on Local Ballot Measures in Pacific Grove Unified School District, 2009 to 2020

Year	Local Ballot Measure
2009	Measure J, City of Pacific Grove Library Parcel Tax
2010	Measure Q, City of Pacific Grove Library Parcel Tax
2011	Measure V, Pacific Grove Unified School District Parcel Tax
2012	Measure A, Pacific Grove Unified School District Parcel Tax
2014	Measure A, Pacific Grove Unified School District Facilities Bond
2020	Measure V, Monterey Peninsula Com. Cllg Dist. Facilities Bond

The analysis here presents examples of polarization only to the year 2009. If this presentation were continued to the year 2000, incorporating state and local ballot measures and state and local candidates for office, it would be possible to demonstrate as many as 40 or more instances of polarized voting, vote dilution, or differential voting in the Pacific Grove Unified School District since this time.

Pursuant to the CVRA, as previously cited: "A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in *elections incorporating other electoral choices by the voters of the political subdivision*" (Sec. 14028(a)). The emphasized passage was specifically incorporated into the CVRA to provide for challenges to government jurisdictions in which very few or no members of protected classes had run for their elected boards. Pursuant to the California Voting Rights Act, district elections must be established in the Pacific Grove Unified School District.

The California Voting Rights Act also states: "Other factors such as ... denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, ... are probative, but not necessary factors to establish a violation" (Sec. 14028(e)). As well as the examples of abridgment of voting rights and polarized voting previously outlined, there is significant evidence of the extent to which members of protected classes in the Pacific Grove Unified School District bear the effects of past conditions in areas such as education, employment, and health.

The next table presents comparisons between the white and Latino populations in Pacific Grove on various socioeconomic characteristics pertaining to education, employment, and health in the 2019 United States Census Bureau American Community Survey estimate:

G. Comparison Between White and Latino Populations In City of Pacific Grove on Various Socioeconomic Characteristics, 2019

	White Population	Latino Population
Education		
Adults with high school degree	99.0%	74.5%
Adults with bachelor's degree	56.9%	19.7%
Employment		
Average per capita income	$55,162	$35,334
Households receiving food stamps	2.0%	5.0%
Health		
Individuals without health insurance	2.9%	6.5%

Furthermore, the California Assessment of Student Performance and Progress (CAASPP) is the main state assessment system for students in California schools. The CAASPP provides educational performance measures in

a variety of areas. The following tables present achievement for students tested in the Pacific Grove Unified School District in 2018-19 in English Language Arts/ Literacy and Mathematics, disaggregated by white and Latino students:

H. Pacific Grove Unified School District 2018-19 CAASPP English Language Arts/Literacy Achievement by Ethnicity

Achievement Level	White	Latino
4 -- Exceeds Standard	50.16%	32.45%
3 -- Meets Standard	31.05%	34.57%
2 -- Nearly Meets Standard	12.90%	21.81%
1 -- Standard Not Met	5.89%	11.17%

I. Pacific Grove Unified School District 2018-19 CAASPP Mathematics Achievement by Ethnicity

Achievement Level	White	Latino
4 -- Exceeds Standard	41.24%	20.86%
3 -- Meets Standard	28.50%	24.06%
2 -- Nearly Meets Standard	19.27%	38.36%
1 -- Standard Not Met	10.99%	18.72%

Approximately one in five students in the Pacific Grove Unified School District, disproportionately Latino, qualifies for free or reduced price meals.

In addition, the Pacific Grove Unified School District is a "basic aid" school district, whereby local property tax revenues exceed the amount of revenue received by "revenue limit" school districts, which typically receive thousands of dollars less per student than basic aid districts. Although no challenge to the funding of basic aid school districts is currently active, enactment of district elections could help to protect the funding of the Pacific Grove Unified School District from future challenges to funding formulas.

Clear and compelling evidence exists that the Pacific Grove Unified School District's current, at-large method of election to its Board of Education does not meet the requirements of the California Voting Rights Act. It is very likely that the Pacific Grove Unified School District would be ordered by a court to implement district elections. In the event that the Pacific Grove Unified School District is not willing to institute district elections voluntarily, attached hereto and incorporated herein as Exhibit A is a draft complaint against the Pacific Grove Unified School District to require its implementation of district elections pursuant to the California Voting Rights Act.

5. Methods of Instituting District Elections In the Pacific Grove Unified School District

There are two basic methods by which district elections may be instituted in the Pacific Grove Unified School District: a) a pre-litigation settlement agreement by the Pacific Grove Unified School District Board of Education outlining the District's intention to transition from at-large to district elections, specifying specific steps it will take to facilitate this transition, and estimating the time-frame for this transition; or b) litigation.

If the Pacific Grove Unified School District Board of Education chooses a pre-litigation settlement, then, pursuant to Section 10010 of the California Elections Code, the process the Pacific Grove Unified School District will follow when district elections are implemented, as determined by the settlement agreement, is:

1) Within 45 days of receipt of the certified letter notifying the Pacific Grove Unified School District that its method of conducting elections violates the CVRA, the Pacific Grove Unified School District Board of Education will adopt a resolution outlining the District's intention to transition from at-large to district elections, specifying specific steps it will take to facilitate this transition, and estimating the time-frame for this transition.

2) If the Pacific Grove Unified School District Board of Education passes a resolution to this effect, a legal action may not be commenced for another 90 days after the resolution's passage, or as modified by the settlement agreement.

3) Before district lines are drawn, the Pacific Grove Unified School District Board of Education holds two public hearings at which the public is invited to provide input concerning the composition of districts. In advance of these hearings, the Pacific Grove Unified School District should conduct outreach to the public, including to non-English speaking communities, explaining the districting process and encouraging participation. According to the United States Census Bureau, approximately 16 percent of residents in Pacific Grove speak a language other than English in the home.

4) Following these two hearings, the Pacific Grove Unified School District publishes and makes available for release at least one draft map and the proposed sequence of elections to new districts. The Pacific Grove Unified School District then holds two more public hearings at which the public is invited to provide input on the draft map or maps and proposed sequence of elections.

5) In determining the sequence of elections, the Pacific Grove Unified School District is required to give special consideration to the purposes of the California Voting Rights Act. For this reason, it is likely that among the first districts in which district elections will be held will be districts including significant proportions of individuals from protected classes.

6) After adopting the resolution of intention to transition from at-large to district elections and holding the hearings, the Pacific Grove Unified School District Board of Education adopts a map of districts and a sequence of elections.

If the Pacific Grove Unified School District establishes district elections according to the above process as modified by the settlement agreement, no litigation is required.

Upon adopting the resolution of intention to transition from at-large to district elections, the Pacific Grove Unified School District may seek a waiver from the California State Board of Education, as permitted by California Education Code Sections 33050-33053, of the requirement of voter approval for the transition to district elections, reducing the cost of the transition to district elections. Such waivers are routinely granted.

6. Advantages of a Settlement Agreement

A pre-litigation settlement agreement is the best way to ensure the most expeditious, least expensive, and most cooperative process to establish district elections in the Pacific Grove Unified School District. There are many advantages of a pre-litigation settlement agreement rather than litigation to institute district elections. Most importantly, the Pacific Grove Unified School District Board of Education retains a greater role in and more control over the transition process to district elections and legal costs are capped.

A greater role by the Board of Education and more control over the transition to district elections could manifest itself in a number of ways through a settlement agreement, including:

1) Participation in timing of the first district elections. If this matter were to become the subject of litigation, a court could require that a special election be held. As a result of a pre-litigation settlement agreement, the first district elections could be held in November 2022 or November 2024, also delaying the hearings to draw district lines. Elsewhere in California, agreements have been reached to hold first district elections in 2022 or 2024, following the availability of all 2020 census data, as a result of pre-litigation settlement agreements.

2) The Pacific Grove Unified School District would retain the ability to draw the lines of voting districts both now and in the future. As a result of litigation, the court could draw the lines for voting districts through a court-determined process.

3) Saving of plaintiffs' attorney fees and costs, and its own legal expenses, by the Pacific Grove Unified School District, potentially saving hundreds of thousands or even more dollars. Pursuant to the CVRA: "In any action to enforce [the California Voting Rights Act] the court shall allow the prevailing plaintiff party ... a reasonable attorney's fee ... and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs" (Sec. 14030). In addition: "Prevailing defendant parties shall not recover any costs" (id.).

In recent years, many jurisdictions have had to pay hundreds of thousands and even millions of dollars in attorneys' fees to prevailing plaintiff parties. Moreover, jurisdictions are responsible for their own legal costs, which can also be hundreds of thousands of dollars. The following table presents some settlements in California Voting Rights Act cases:

J. Settlements in CVRA Litigation (partial list)

Jurisdiction	Settlement
City of Palmdale	$4,500,000
City of Modesto	$3,000,000
City of Anaheim	$1,200,000
City of Whittier	$1,000,000
Santa Clarita Community College Dist.	$850,000
San Mateo County	$650,000
Tulare Healthcare District	$500,000
City of Escondido	$385,000
City of Garden Grove	$290,000
City of Bellflower	$250,000

As a result of the potentially significant costs of litigation, **the California Voting Rights Project strongly recommends that government jurisdictions reach settlement in the 45-day statutory pre-litigation stage**. In this case, pursuant to Assembly Bill 350 signed into legislation in 2016, costs to government jurisdictions are capped at $30,000 plus annual CPI adjustment (now, $32,377) for demographic and legal services.[10]

It should be emphasized that Assembly Bill 350 applies only to the pre-litigation phase of cases brought pursuant to the CVRA. If a CVRA action becomes the subject of litigation through a complaint being filed, there is no limit on attorneys' fees and costs other than as stated in the CVRA.

In addition, because Assembly Bill 350 would "impose additional duties on local agencies, the bill would impose a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state ... This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for these costs shall be made pursuant to ... statutory provisions" (Legislative Counsel's Digest of Assembly Bill 350). Accordingly, it may be possible for the Pacific Grove Unified School District to receive reimbursement from the state for a pre-litigation settlement. A copy of Assembly Bill 350 is included here as Exhibit C and incorporated by this reference.

The preceding are only some of the advantages of a pre-litigation settlement agreement. As an example of a settlement agreement in another school district, a copy of the resolution and settlement agreement establishing district elections in the Goleta Union School District is included here as Exhibit G and incorporated by this reference.

Conclusion

The Pacific Grove Unified School District will be an even better school district with district elections. District elections will increase participation and representation and bring the Pacific Grove Unified School District into compliance with the California Voting Rights Act. More candidates will seek election to office and the community will become even more involved in the District and its schools.

For further information on the likelihood of district elections being instituted by a court, see the February 21, 2017, Council Agenda Report in the City of Santa Maria, which is included here as Attachment F and incorporated by this reference. According to this report: "After much analysis and in-depth conversations with those most familiar with these types of litigation matters, staff is recommending that the City Council adopt a resolution declaring its intention to transition from at-large to district-based elections ... Staff makes this recommendation due to the extraordinary costs to successfully defend against a CVRA lawsuit and the fact that no apparent city has successfully prevailed against a CVRA lawsuit, and that the public interest would best be served by transitioning to a district-based election system."[11]

At least 19 government jurisdictions in Monterey county already utilize district elections, including:

K. Monterey County Government Jurisdictions Utilizing District Elections

Board of Supervisors
County Board of Education
Hartnell Community College District
Monterey Peninsula Community College District
Alisal Union School District
Chular Union Elementary School District
Monterey Peninsula Unified School District
North Monterey County Unified School District

Monterey County Government
Jurisdictions Utilizing District Elections (cont.d)

Pajaro Valley Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union School District
Soledad Unified School District
City of King
City of Marina
City of Salinas
Monterey Peninsula Airport District
Monterey Peninsula Water Management District
Salinas Valley Memorial Healthcare System

Abridgment of voting rights has no place in the Pacific Grove Unified School District or anywhere else. The Mission Statement of the Pacific Grove Unified School District states that the District is in "partnership with the community," has a "focus on equity," and will "meet the diverse needs of all students." District elections will--to the District's benefit--assist the Pacific Grove Unified School District to meet the goals of its Mission Statement and of the California Voting Rights Act, result in more participation and involvement by the community, and bring the District into compliance with the law.

Clear and compelling evidence of abridgment of voting rights would sustain a legal action brought pursuant to the California Voting Rights Act to institute district elections in the Pacific Grove Unified School District. A pre-litigation settlement agreement by the Pacific Grove Unified School District Board of Education provides the best opportunity to implement district elections in a manner that retains participation by the Board of Education and Pacific Grove Unified School District in the transition process to district elections and is cost-effective.

Endnotes

[1] See "CVRA Settlement Agreement / Resolution of Intention," Council Agenda Staff Report, City of Carpinteria (August 14, 2017): "The City Attorney's Office has surveyed the reported case law concerning litigation based on a violation of the CVRA. There is no reported case in which the defendant public agency has prevailed on the merits by proving that a violation of the CVRA did not occur" (p. 3).

[2] David L. Leal, Valerie Martinez-Ebers, and Kenneth J. Meier, "The Politics of Latino Education: The Biases of At-Large Elections," *Journal of Politics* (Vol. 66, No. 4, November 2004; included here as Exhibit E).

[3] Justin Levitt et al., "Quiet Revolution in California Local Government Gains Momentum" (Claremont McKenna College: Rose Institute of State and Local Government, November 3, 2016), p. 1. The Rose Institute remarks on the switch from at-large to district elections in California: "This quiet tectonic shift in local government is accelerating" (id.).

[4] Id., p. 2.

[5] *Sanchez v. City of Modesto*, Court of Appeal, Fifth District, California, No. F048277 (December 6, 2006).

[6] Id.

[7] Asian enrollment includes Filipinos.

[8] Marguerite Mary Leoni and Christopher E. Skinnell, "The California Voting Rights Act," *Public Law Journal* (Vol. 32, No. 2, Spring 2009; Official Publication of the State Bar of California Public Law Section; included here as Exhibit D).

[9] Id.

[10] Pursuant to Assembly Bill 350: "The amount of reimbursement required by this section is capped at $30,000, as adjusted annually to the Consumer Price Index for All Urban Consumers, U.S. city average, as published by the United States Department of Labor" (Section 1. 10010(f)(3); included here as Exhibit C). The increase in the Consumer Price Index for All Urban Consumers in 2017 was 2.1%, in 2018 the increase was 1.9%, in 2019 the increase was 2.3%, and in 2020 the increase was 1.4%, meaning the cap for reimbursement is now $32,377.

[11] City of Santa Maria, "Council Agenda Report" (February 21, 2017; included here as Exhibit F).

Exhibits

A. Draft Complaint Against the Pacific Grove Unified School District for Violation of the California Voting Rights Act

B. California Voting Rights Act

C. Assembly Bill 350

D. Marguerite Mary Leoni and Christopher E. Skinnell, "The California Voting Rights Act," *Public Law Journal* (Spring 2009)

E. David L. Leal, Valerie Martinez-Ebers, and Kenneth J. Meier, "The Politics of Latino Education: The Biases of At-Large Elections," *Journal of Politics* (Nov. 2004)

F. City of Santa Maria Council Agenda Report with Respect to Implementing District Elections

G. Resolution and Settlement Agreement Establishing District Elections in the Goleta Union School District

EXHIBIT "A"

DRAFT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

Complaint for Violation of the

California Voting Rights Act of 2001

Against the Pacific Grove Unified School District

Plaintiffs, by and through their counsel of record, hereby bring this action against defendant Pacific Grove Unified School District, California, and Does 1 through 25 (collectively "Defendants" or "the defendants"). In support of their complaint, Plaintiffs allege as follows:

I. INTRODUCTION

1. This action is brought by Plaintiffs for injunctive relief against Defendants for their violation of the California Voting Rights Act of 2001, California Elections Code Sec.s 14025, *et seq.* (the "CVRA). The imposition of the Pacific Grove Unified School District's at-large method of election has resulted in vote dilution for residents of protected classes and has denied them effective political participation in elections to the Pacific Grove Unified School District Board of Education. The Pacific Grove Unified School District's at-large method of election for electing members to its Board of Education prevents residents of protected classes from electing candidates of their choice in Pacific Grove Unified School District Board of Education elections.

2. The effects of the Pacific Grove Unified School District's at-large method of election are apparent and compelling. Despite a significant proportion of members of protected classes living in the Pacific Grove Unified School District and attending its schools, no members of protected classes have sought election or been elected to the Pacific Grove Unified School District Board of Education for many years. The deficiency of members from protected classes as candidates for and elected to the Pacific Grove Unified School District Board of Education reveals the lack of access to the political process.

3. The Pacific Grove Unified School District's at-large method of election violates the CVRA. Plaintiffs bring this action to enjoin the Pacific Grove Unified School District's continued abridgment of the voting rights of members of protected classes. Plaintiffs seek a

declaration from this Court that the at-large method of election currently employed by the Pacific Grove Unified School District violates the CVRA. Plaintiffs seek injunctive relief enjoining the Pacific Grove Unified School District from further imposing or applying its current at-large method of election. Further, Plaintiffs seek injunctive relief requiring the Pacific Grove Unified School District to design and implement district-based elections to remedy its violation of the CVRA.

II. THE PARTIES

4. At all material times, Plaintiffs are and have been registered voters residing in the Pacific Grove Unified School District and are eligible to vote in the Pacific Grove Unified School District's elections.

5. At all material times, defendant Pacific Grove Unified School District, California, is and has been a political subdivision of the State of California subject to the provisions of the CVRA.

6. Plaintiffs are unaware of the true names and capacities of the defendants sued herein as Does 1 through 25, inclusive, and therefore sue these defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of these defendants when their true names are ascertained. Plaintiffs are informed and believe, and on that basis allege, that the acts and conduct alleged herein of each defendant was known to, authorized by, and/or ratified by the other defendants. Does 1 through 25, inclusive, are individuals or entities that have caused the Pacific Grove Unified School District to violate the CVRA, failed to prevent the Pacific Grove Unified School District's violation of the CVRA, and/or are otherwise responsible for the acts and omissions alleged herein.

7. Plaintiffs are informed and believe, and allege on that basis, that each defendant named herein, at all times mentioned in this complaint, was the agent, employee, partner, joint venturer, and/or employer of the other defendants and was at all times herein mentioned acting within the course and scope of that agency, employment, partnership, ownership, or joint venture.

III. JURISDICTION AND VENUE

8. All parties hereto are within the unlimited jurisdiction of this Court. The unlawful acts subject to this complaint occurred in the County of Monterey.

9. Venue is proper in this court because the Pacific Grove Unified School District is a public entity located within this county.

IV. GENERAL ALLEGATIONS

A. Political Background on the Pacific Grove Unified School District

10. The Pacific Grove Unified School District is governed by a Board of Education. The Pacific Grove Unified School District Board of Education serves as the governmental body responsible for the operation of the Pacific Grove Unified School District. The Board of Education is comprised of five members.

11. The Board of Education of the Pacific Grove Unified School District is elected at-large. All of the voters of the Pacific Grove Unified School District elect all of the members of the Board of Education.

12. Vacancies to the Board of Education are elected on a staggered basis. Every two years, the electorate elects two or three Board of Education members, each of whom serves a four-year term.

13. No member of a protected class has been elected to the Pacific Grove Unified School District Board of Education since at least 2007. No member of a protected class currently serves on the Board of Education.

B. Racial Polarization's Impact on the Pacific Grove Unified School District

14. Elections held within the Pacific Grove Unified School District are characterized by racially polarized voting.

15. Racially polarized voting occurs when members of a protected class -- as defined by California Elections Code Sec. 14025(d) -- vote for candidates or other electoral choices that differ from the rest of the electorate.

16. Racially polarized voting exists within the Pacific Grove Unified School District. There is a clear difference between the choice of candidates and other electoral choices that are preferred by voters from protected classes and the choice of candidates and other electoral choices that are preferred by voters in the rest of the electorate.

17. Racially polarized voting consists of both voter cohesion on the part of members of protected classes and voter cohesion by the non-protected class electorate against the choices of protected class voters.

18. Patterns of racially polarized voting and vote dilution have the effect of impeding opportunities for protected class voters to elect candidates of their choice to the at-large Board of Education positions in the Pacific Grove Unified School District. The non-protected class electorate dominates elections.

19. Voters from protected classes are harmed by racially polarized voting.

20. There are many examples of racially polarized voting in the Pacific Grove Unified School District. Merely in the past two election cycles, there is evidence of racially polarized voting on the following state ballot measures, in which precincts within the Pacific Grove Unified School with larger numbers of members of protected classes and other precincts have differed in their electoral choices:

2018 -- Proposition 1 (housing programs);

2018 -- Proposition 3 (water bonds);

2018 -- Proposition 8 (dialysis payment restructuring);

2018 -- Proposition 10 (local rent control);

2020 -- Proposition 15 (funding for public schools);

2020 -- Proposition 16 (repeal of Proposition 209);

2020 -- Proposition 17 (allow 17-18-year olds to vote);

2020 -- Proposition 19 (change property tax rules);

2020 -- Proposition 25 (require money bail).

21. There is also evidence of racially polarized voting and vote dilution on ballot measures at the local level in recent years, including:

2009 -- Measure J, City of Pacific Grove (library parcel tax);

2010 -- Measure Q, City of Pacific Grove (library parcel tax);

2011 -- Measure V, Pacific Grove Unified School District (parcel tax);

2012 -- Measure A, Pacific Grove Unified School District (parcel tax);

2014 -- Measure A, Pacific Grove Unified School District (facilities bond);

2020 -- Measure V, Monterey Peninsula Community College District (facilities bond).

22. In addition, there is evidence of racially polarized voting and vote dilution for candidates for local and state office in the Pacific Grove Unified School District. It is estimated that, since the year 2000, it would be possible to demonstrate as many as 40 or more instances of racially polarized voting, vote dilution, or differential voting in the Pacific Grove Unified School District on state ballot measures, local ballot measures, and candidates for state and local office.

C. Impact of Polarization on Protected Classes

23. Members of protected classes in the Pacific Grove Unified School District bear the effects of past discrimination in areas such as education, employment, and health. Members of protected classes have graduated at a lower rate from high school and college than whites, have lower per capita and median household income, and have higher percentages of households and individuals receiving food stamps and without health insurance. There are marked differences in the educational performance of white and Latino students in the Pacific Grove Unified School District in California Assessment of Student Performance and Progress (CAASPP) testing.

24. The at-large method of election voting has caused the dilution of protected class votes in the Pacific Grove Unified School District. Protected class voters and the rest of the electorate regularly express different preferences on candidates and other electoral choices, which has been to the detriment of protected class voters.

25. The obstacles posed by the Pacific Grove Unified School District's at-large method of election impairs the ability of protected class voters to elect candidates of their choice in elections held in the Pacific Grove Unified School District.

26. An alternative method of election exists -- district-based elections -- that will provide an opportunity for the members of protected classes as defined by the CVRA to elect candidates of their choice in Pacific Grove Unified School District elections.

27. All allegations made in this complaint are based upon information and belief, except those allegations which pertain to the named Plaintiffs, which are based on personal knowledge. The allegations of this complaint are stated on information and belief and are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

V. CAUSES OF ACTION

First Cause of Action

(Violation of California Voting Rights Act of 2001)

(Against All Defendants)

28. Plaintiffs hereby reallege and incorporate by reference each and every allegation stated in paragraphs 1 through 27 above as though set forth fully herein.

29. Plaintiffs are registered voters and reside within the Pacific Grove Unified School District.

30. Plaintiffs are members of a protected class of voters under the CVRA.

31. Plaintiffs are over the age of 18 and are eligible to vote in the Pacific Grove Unified School District's elections.

32. The Pacific Grove Unified School District is a political subdivision within the State of California.

33. The Pacific Grove Unified School District employs an at-large method of election.

34. Racially polarized voting has occurred, and continues to occur, in elections in the Pacific Grove Unified School District and in elections incorporating other electoral choices by voters in the Pacific Grove Unified School District. As a result, the Pacific Grove Unified School District's at-large method of election is imposed in a manner that impairs the ability of a

protected class as defined by the CVRA to elect candidates of its choice in Pacific Grove Unified School District elections.

35. An alternative method -- district-based elections -- exists that will provide an opportunity for the members of a protected class as defined by the CVRA to elect candidates of their choice in Pacific Grove Unified School District Board of Education elections.

36. An actual controversy has arisen and now exists between the parties relating to the legal rights and duties of Plaintiffs and Defendants, for which Plaintiffs desire a declaration of rights.

37. Defendants' wrongful conduct has caused and, unless enjoined by this Court, will continue to cause, immediate and irreparable injury to Plaintiffs, and those similarly situated.

38. Plaintiffs, and those similarly situated, have no adequate remedy at law for the injuries they currently suffer and will otherwise continue to suffer.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For a decree that the Pacific Grove Unified School District's current at-large method of election for its Board of Education violates the California Voting Rights Act of 2001;

2. For preliminary and permanent injunctive relief enjoining the Pacific Grove Unified School District from imposing or applying its current at-large method of election;

3. For injunctive relief mandating that the Pacific Grove Unified School District design and implement single-member district-based elections, as defined by the California Voting Rights Act of 2001, to remedy the Pacific Grove Unified School District's violation of the California Voting Rights Act of 2001;

4. For an award of Plaintiffs' attorney fees, costs, and prejudgment interest pursuant to the CVRA, California Elections Code Sec. 14030, and other applicable law; and

5. For such further relief as the Court deems just and proper.

Dated: September 30, 2021

EXHIBIT "B"

CALIFORNIA VOTING RIGHTS ACT
ELECTIONS CODE SECTIONS 14025-14032

14025. This act shall be known and may be cited as the California Voting Rights Act of 2001.

14026. As used in this chapter:

(a) "At-large method of election" means any of the following methods of electing members to the governing body of a political subdivision:

(1) One in which the voters of the entire jurisdiction elect the members to the governing body.
(2) One in which the candidates are required to reside within given areas of the jurisdiction and the voters of the entire jurisdiction elect the members to the governing body.
(3) One that combines at-large elections with district-based elections.

(b) "District-based elections" means a method of electing members to the governing body of a political subdivision in which the candidate must reside within an election district that is a divisible part of the political subdivision and is elected only by voters residing within that election district.

(c) "Political subdivision" means a geographic area of representation created for the provision of government services, including, but not limited to, a general law city, general law county, charter city, charter county, charter city and county, school district, community college district, or other district organized pursuant to state law.

(d) "Protected class" means a class of voters who are members of a race, color, or language minority group, as

this class is referenced and defined in the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).

(e) "Racially polarized voting" means voting in which there is a difference, as defined in case law regarding enforcement of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate. The methodologies for estimating group voting behavior as approved in applicable federal cases to enforce the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.) to establish racially polarized voting may be used for purposes of this section to prove that elections are characterized by racially polarized voting.

14027. An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of voters who are members of a protected class, as defined pursuant to Section 14026.

14028. (a) A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision. Elections conducted prior to the filing of an action pursuant to Section 14027 and this section are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.

(b) The occurrence of racially polarized voting shall be determined from examining results of elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral

choices that affect the rights and privileges of members of a protected class. One circumstance that may be considered in determining a violation of Section 14027 and this section is the extent to which candidates who are members of a protected class and who are preferred by voters of the protected class, as determined by an analysis of voting behavior, have been elected to the governing body of a political subdivision that is the subject of an action based on Section 14027 and this section. In multiseat at-large election districts, where the number of candidates who are members of a protected class is fewer than the number of seats available, the relative groupwide support received by candidates from members of a protected class shall be the basis for the racial polarization analysis.

(c) The fact that members of a protected class are not geographically compact or concentrated may not preclude a finding of racially polarized voting, or a violation of Section 14027 and this section, but may be a factor in determining an appropriate remedy.

(d) Proof of an intent on the part of the voters or elected officials to discriminate against a protected class is not required.

(e) Other factors such as the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns are probative, but not necessary factors to establish a violation of Section 14027 and this section.

14029. Upon a finding of a violation of Section 14027 and Section 14028, the court shall implement appropriate remedies, including the imposition of district-based elections, that are tailored to remedy the violation.

14030. In any action to enforce Section 14027 and Section 14028, the court shall allow the prevailing plaintiff party, other than the state or political subdivision thereof, a reasonable attorney's fee consistent with the standards established in Serrano v. Priest (1977) 20 Cal.3d 25, 48-49, and litigation expenses including, but not limited to, expert witness fees and expenses as part of the costs. Prevailing defendant parties shall not recover any costs, unless the court finds the action to be frivolous, unreasonable, or without foundation.

14031. This chapter is enacted to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution.

14032. Any voter who is a member of a protected class and who resides in a political subdivision where a violation of Sections 14027 and 14028 is alleged may file an action pursuant to those sections in the superior court of the county in which the political subdivision is located.

EXHIBIT "C"

AB-350 District-based municipal elections: preapproval hearings. (2015-2016)

SHARE THIS:

Assembly Bill No. 350

CHAPTER 737

An act to amend Section 10010 of the Elections Code, relating to elections.

[Approved by Governor September 28, 2016. Filed with Secretary of State September 28, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 350, Alejo. District-based municipal elections: preapproval hearings.

Existing law provides for political subdivisions that encompass areas of representation within the state. With respect to these areas, public officials are generally elected by all of the voters of the political subdivision (at-large) or by districts formed within the political subdivision (district-based). Existing law requires a political subdivision, as defined, that changes from an at-large method of election to a district-based election to hold at least 2 public hearings on a proposal to establish the district boundaries of the political subdivision before a public hearing at which the governing body of the political subdivision votes to approve or defeat the proposal.

This bill would instead require a political subdivision that changes to, or establishes, district-based elections to hold public hearings before and after drawing a preliminary map or maps of the proposed district boundaries, as specified.

Existing law, the California Voting Rights Act of 2001 (CVRA), prohibits the use of an at-large method of election in a political subdivision if it would impair the ability of a protected class, as defined, to elect candidates of its choice or otherwise influence the outcome of an election. The CVRA provides that a voter who is a member of a protected class may bring an action in superior court to enforce its provisions.

This bill would require a prospective plaintiff under the CVRA to first send a written notice to the political subdivision against which the action would be brought indicating that the method of election used by the political subdivision may violate the CVRA. The bill would permit the political subdivision to take ameliorative steps to correct the alleged violation before the prospective plaintiff commences litigation, and it would stay the prospective plaintiff's ability to file suit for a prescribed amount of time. This bill would also permit a prospective plaintiff who sent a written notice, as described, to recover from the political subdivision reasonable costs incurred in supporting the written notice.

Because the bill would impose additional duties on local agencies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 10010 of the Elections Code is amended to read:

10010. (a) A political subdivision that changes from an at-large method of election to a district-based election, or that establishes district-based elections, shall do all of the following before a public hearing at which the governing body of the political subdivision votes to approve or defeat an ordinance establishing district-based elections:

(1) Before drawing a draft map or maps of the proposed boundaries of the districts, the political subdivision shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts. Before these hearings, the political subdivision may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation.

(2) After all draft maps are drawn, the political subdivision shall publish and make available for release at least one draft map and, if members of the governing body of the political subdivision will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections. The political subdivision shall also hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted.

(b) In determining the final sequence of the district elections conducted in a political subdivision in which members of the governing body will be elected at different times to provide for staggered terms of office, the governing body shall give special consideration to the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of this code), and it shall take into account the preferences expressed by members of the districts.

(c) This section applies to, but is not limited to, a proposal that is required due to a court-imposed change from an at-large method of election to a district-based election.

(d) For purposes of this section, the following terms have the following meanings:

(1) "At-large method of election" has the same meaning as set forth in subdivision (a) of Section 14026.

(2) "District-based election" has the same meaning as set forth in subdivision (b) of Section 14026.

(3) "Political subdivision" has the same meaning as set forth in subdivision (c) of Section 14026.

(e) (1) Before commencing an action to enforce Sections 14027 and 14028, a prospective plaintiff shall send by certified mail a written notice to the clerk of the political subdivision against which the action would be brought asserting that the political subdivision's method of conducting elections may violate the California Voting Rights Act.

(2) A prospective plaintiff shall not commence an action to enforce Sections 14027 and 14028 within 45 days of the political subdivision's receipt of the written notice described in paragraph (1).

(3) (A) Before receiving a written notice described in paragraph (1), or within 45 days of receipt of a notice, a

political subdivision may pass a resolution outlining its intention to transition from at-large to district-based elections, specific steps it will undertake to facilitate this transition, and an estimated time frame for doing so.

(B) If a political subdivision passes a resolution pursuant to subparagraph (A), a prospective plaintiff shall not commence an action to enforce Sections 14027 and 14028 within 90 days of the resolution's passage.

(f) (1) If a political subdivision adopts an ordinance establishing district-based elections pursuant to subdivision (a), a prospective plaintiff who sent a written notice pursuant to subdivision (e) before the political subdivision passed its resolution of intention may, within 30 days of the ordinance's adoption, demand reimbursement for the cost of the work product generated to support the notice. A prospective plaintiff shall make the demand in writing and shall substantiate the demand with financial documentation, such as a detailed invoice for demography services. A political subdivision may request additional documentation if the provided documentation is insufficient to corroborate the claimed costs. A political subdivision shall reimburse a prospective plaintiff for reasonable costs claimed, or in an amount to which the parties mutually agree, within 45 days of receiving the written demand, except as provided in paragraph (2). In all cases, the amount of the reimbursement shall not exceed the cap described in paragraph (3).

(2) If more than one prospective plaintiff is entitled to reimbursement, the political subdivision shall reimburse the prospective plaintiffs in the order in which they sent a written notice pursuant to paragraph (1) of subdivision (e), and the 45-day time period described in paragraph (1) shall apply only to reimbursement of the first prospective plaintiff who sent a written notice. The cumulative amount of reimbursements to all prospective plaintiffs shall not exceed the cap described in paragraph (3).

(3) The amount of reimbursement required by this section is capped at $30,000, as adjusted annually to the Consumer Price Index for All Urban Consumers, U.S. city average, as published by the United States Department of Labor.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

EXHIBIT "D"

THE CALIFORNIA VOTING RIGHTS ACT

Marguerite Mary Leoni*
Christopher E. Skinnell**

In 2002, the California Voting Rights Act, S.B. 976, was signed into law. (Elec. Code §§ 14027-14032.) The Act makes fundamental changes to minority voting rights law in California. As of January 1, 2003, the California Voting Rights Act ("CVRA") alters established paradigms of proof and defenses under the federal Voting Rights Act, thus making it easier for plaintiffs in California to challenge allegedly discriminatory voting practices.[1] The potential consequences of this legislation are significant: it could force a city or special district to abandon an electoral system that may be perfectly legal under

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Ms. Leoni has represented and currently represents numerous state agencies, municipalities, counties, school districts and other special districts on districting, redistricting and electoral matters. She has assisted in all phases of such cases including design of plans, the public hearing process, analysis of proposed alternatives, enactment procedures, referenda, districting and redistricting, preparing and advocating preclearance submissions to the U. S. Department of Justice, and defending federal court litigation concerning the legality of electoral systems under the federal constitution and Voting Rights Act. She represented the Administrative Office of the Courts on federal Voting Rights Act issues and electoral questions pertaining to trial court unification in California. She also represented the Florida Senate in designing that state's Senate and Congressional districts, Voting Rights Act preclearance, and in defending against ensuing state and federal court challenges. She also represented the consultant to Arizona's Independent Redistricting Commission in designing redistricting plans for Arizona's state legislative and congressional districts.

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Prior to attending law school, he was a political consultant to several California legislative and initiative campaigns, a research associate at the Rose Institute of State and Local Government, and chairman of a successful initiative campaign in Southern California.

Mr. Skinnell has extensive experience with voting rights matters, both from the legal and technical perspectives. In addition to working on various voting rights lawsuits, he has published numerous articles and studies on voting rights and redistricting, has served as the technical/GIS consultant on several municipal redistrictings, and has prepared a successful preclearance submission to the U.S. Department of Justice under Section 5 of the Voting Rights Act.

[1] As noted in a celebratory press statement by the Mexican American Legal Defense and Education Fund (MALDEF) following the passage of S.B. 976, which along with the ACLU and voting rights attorney Joaquin Avila, was a primary supporter of the CVRA, the "[b]ill makes it easier for California minorities to challenge 'at-large' elections."

federal law, in the process exposing the jurisdiction to the possibility of paying very high awards of attorneys fees to plaintiffs.[2]

California's cities, counties, and special districts have had almost four decades of experience in complying with the federal Voting Rights Act ("federal VRA"), especially Section 2, the landmark legislation outlawing both intentional discrimination in voting practices and those practices that have unintentional but discriminatory effects when viewed in the totality of the circumstances. (Voting Rights Act of 1965, Pub. L. No. 89-110, Stat. 437 (1965), codified as amended at 42 U.S.C. §§ 1971, 1973-1973ff-6 (1994).) Indeed, California has adopted compliance with Section 2 as one of its statutory redistricting criteria for cities, counties, and special districts. (*See, e.g.,* Elec. Code §§ 21601 [general law cities], 21620 [charter cities], & 22000 [special districts].) After decades of litigation under the federal VRA, the courts have provided a wealth of guidance for cities and special districts in identifying practices that may have discriminatory effects. Most notable in California is the prevalence of the "at-large" electoral system (see description below). Jurisdictions have learned to consider changing to a district-based electoral system when they have minority group residents who are sufficiently numerous and geographically concentrated to form a majority in a single-member district, especially when that minority group, despite running candidates for election, consistently fails to elect.

But now the voting rights legal environment with which cities and special districts have grown familiar has changed significantly. Here are some of the highlights.

CVRA Highlights.

- **Focus of the CVRA: "At-large" and "From-district" Elections.**

If your city or special district elects its governing board members "by-district," (*i.e.*, only by the voters of the district, sometimes called "division" or "area," in which the candidate resides), you can stop reading now. The CVRA does not apply to a by-district electoral system. However, if you have an "at-large" or "from-district" system, read on!

The CVRA applies only to at-large and from-district electoral systems, or combination systems. (Elec. Code §§ 14026(a), 14027.) At-large systems are those in which each member of the governing board is elected by all the voters in the jurisdiction. Most

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[2] In federal voting rights cases, the litigation bill can run to hundreds of thousands of dollars even for a small jurisdiction of a few thousand people. *See* Florence Adams, *Latinos and Local Representation: Changing Realities, Emerging Theories* 73 (Garland 2000) (noting that in the City of Dinuba, California, the costs of federal voting rights litigation added up to nearly $60 per person, more than the annual cost of Dinuba's Fire Department). In a voting rights case filed against the City of Santa Paula in 2000 and recently settled, the City reportedly spent $700,000 for attorneys fees. *See* T.J. Sullivan, "Santa Paula Quiet on Measure D," *Ventura County Star* B-01 (Oct. 20, 2002).

jurisdictions in California, especially smaller jurisdictions, have at-large electoral systems. "From-district" elections differ from at-large systems only in that they require each member of the governing board to live within a particular district. Election, however, is still by all the voters in the jurisdiction, rather than being limited to the voters within a district. There are also combination systems in which, for example, a primary election may be conducted "by-district", but the general election is conducted "from" those same districts, *e.g.*, the top two vote winners in the primary in each district run for election "at-large" in the general election.

Each of these variations is equally vulnerable to challenge if the minority plaintiffs can show that racially-polarized voting undercuts their ability to elect or influence the election of minority-preferred candidates. Features that might cause plaintiffs to scrutinize a city or special district as a potential target for a CVRA challenge include a history of electoral losses by minority candidates or a history of unresolved issues disproportionately affecting the minority community (*e.g.*, affordable housing, street and sidewalk maintenance, juvenile crime, etc.), coupled with a significant proportion of the population that are ethnic or racial minorities.

- **Protection For Minority Electoral "Influence."**

The federal VRA prohibits the use of electoral systems that abridge the ability of minority voters to *elect* candidates of their choice. Thus, if the minority plaintiffs would have still been unable to elect their chosen candidates in the absence of the challenged at-large system, the plaintiff would have very little chance of stating a federal claim (see below). Not so under the CVRA. The CVRA invalidates not only at-large elections that prevent minority voters from electing their chosen candidates, but also those that impair the ability of minority voters to *influence* elections.

To date, such influence claims have enjoyed *very* limited recognition or success in federal litigation, and California jurisdictions have no real experience with them. The U.S. Supreme Court has repeatedly declined to address influence claims in recent years. *See Johnson v. De Grandy*, 512 U.S. 997, 1008-09 (1994); *Holder v. Hall*, 512 U.S. 874, 900 n.8 (1994) (Thomas, J., concurring in judgment); *Voinovich v. Quilter*, 507 U.S. 146, 154 (1993); *Growe v. Emison*, 507 U.S. 25, 41 n.5 (1993). The federal courts in California have refused to sanction such influence suits as well. *See Aldasoro v. Kennerson*, 922 F.Supp. 339, 376 (S.D. Cal. 1995); *DeBaca v. County of San Diego*, 794 F.Supp. 990, 996-97 (S.D. Cal. 1992); *Skorepa v. City of Chula Vista*, 723 F. Supp. 1384, 1391-92 (S.D. Cal. 1989); *Romero v. City of Pomona*, 665 F. Supp. 853, 864 (C.D. Cal. 1987), *aff'd* 883 F.2d 1418, 1424 (9th Cir. 1989).

Indeed, only two federal courts have ever held[3] that the federal VRA requires, rather than merely permits, the creation of influence districts in the absence of a showing of intentional discrimination, and both are of questionable precedential value. *See Armour v. Ohio*, 895 F.2d 1078 (6th Cir. 1990); *East Jefferson Coalition for Leadership & Dev. v. Parish of Jefferson*, 691 F.Supp. 991 (E.D. La. 1988). One of the opinions, *Armour v. Ohio*, was subsequently vacated when rehearing en banc was granted, 925 F.2d 987 (6th Cir. 1991). On remand the district court implicitly sanctioned such claims again, 775 F.Supp. 1044, 1059 n.19 (N.D. Ohio 1991),[4] but later opinions from the Sixth Circuit have not treated *Armour* as binding on this issue, and have, in fact, expressly rejected influence suits. *See Cousin v. Sundquist,* 145 F.3d 818, 828 (6th Cir. 1998) ("We do not feel that an 'influence' claim is permitted under the Voting Rights Act."); *Parker v. Ohio*, 2003 U.S. Dist. LEXIS 8745, *11 (S.D. Ohio). The holding of the second case, *East Jefferson Coalition for Leadership*, was effectively undermined when the court subsequently amended the finding that necessitated the influence claim: that the minority community was too widely dispersed in the jurisdiction to constitute a majority in a single-member district. *See East Jefferson Coalition for Leadership & Dev. v. Parish of Jefferson,* 926 F.2d 487, 491 (5th Cir. 1991) (noting the amended finding that the minority group could indeed constitute a majority in a single-member district).

Given the reluctance of federal courts to enter the political thicket of influence suits, by opening the door to such claims the CVRA greatly expands protection for minority voting rights and, consequently, the potential for liability of cities and special districts.

The next question, of course, is obvious: what constitutes "influence"? The answer, unfortunately, is not so obvious. The CVRA does not define "influence" and there is very little federal precedent on which to rely for guidance. As the federal district court for Rhode Island put it in *Metts v. Almond*:

> "Ability to influence" itself, is a nebulous term that defies precise definition. If it means only the potential to alter the outcome of an election, it provides no standard at all because a single voter can be said to have that ability. On the other hand, if it means something more, there does not appear to be any workable definition of how much more is required and/or any meaningful way to determine whether the requirement has been satisfied.

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[3] Several other courts have assumed as much, without so deciding, instead ruling on other grounds. *See, e.g., Voinovich*, 507 U.S. at 154; *West v. Clinton*, 786 F.Supp. 803, 806 (W.D. Ark. 1992).

[4] The district court in *Armour* purported to avoid the question of influence claims. *See* 775 F.Supp. at 1059 n.19 ("We need not reach the question of whether [an influence claim] may be viable under the Voting Rights Act because we find that the plaintiffs have met their burden of demonstrating an ability to elect a candidate of their choice."). But as Judge Batchelder noted in dissent, the Court only avoided the issue by first holding that the plaintiffs need not constitute a majority in the reconfigured district. 775 F.Supp. at 1079 (Batchelder, J., dissenting). In so ruling, "the majority opinion effectively h[eld] that there is a cause of action under Section 2 when political boundaries are drawn so that they fail to maximize a minority group's ability to influence the outcome of elections." *Id.*

217 F.Supp.2d 252, 258 (D.R.I. 2002).

Nevertheless, defining "influence" is the task that a California court may soon face. The definition may well be case-specific to the demographic and political circumstances in each defendant jurisdiction, leaving local jurisdictions without clear guidelines.

- **Streamlined Proof for Plaintiffs.**

Federal voting rights cases under Section 2 require that a successful plaintiff show that (1) the minority group be sufficiently large and geographically compact to form a majority of the eligible voters in a single-member district, (2) there is racially-polarized voting, and (3) there is white bloc voting sufficient usually to prevent minority voters from electing candidates of their choice. *Thornburg v. Gingles,* 478 U.S. 30, 50-51 (1986). If (and only if) all three of these "preconditions" are proven, the court then proceeds to consider whether, under the "totality of circumstances" the votes of minority voters are diluted. (42 U.S.C. § 1973(b) [prescribing the totality of the circumstances standard].)

The CVRA, by contrast, purports to prescribe an extremely light burden on the plaintiff to establish a violation. Under the CVRA, plaintiffs apparently can prove a violation based *solely* on evidence of racially-polarized voting. (Elec. Code §§ 14027 & 14028(e).) Racially-polarized voting is defined as "voting in which there is a difference, as defined in case law regarding enforcement of the federal Voting Rights Act (42 U.S.C. Sec. 1973 et seq.), in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and the electoral choices that are preferred by voters in the rest of the electorate." (Elec. Code § 14026(e).) *See Ruiz v. City of Santa Maria*, 160 F.3d 543, 552 (9th Cir. 1998) (adopting relatively lenient "separate electorates" test for determining whether a candidate was a minority-preferred candidate who was defeated by white bloc voting), *cert. denied*, 527 U.S. 1022 (1999).

The CVRA appears to eliminate the first precondition that plaintiffs must prove at the liability stage in federal litigation, that is, that the minority group is sufficiently large and geographically compact to form a majority in a single member district. (Elec. Code § 14028(c).) Assuming that racially-polarized voting can be proven, the CVRA defers inquiry into the size and geographical compactness of the minority group and the impact of those factors on the minority voters' ability to elect or ability to influence elections, to the remedial phase of the litigation. (See discussion below.)

The CVRA also eliminates the requirement that plaintiffs prove discrimination under the totality of the circumstances test. (Elec. Code § 14028(e).) This departure from the federal standards may prove to be the most significant. Some federal courts have been very lenient in finding racially-polarized voting. They could afford to be so lenient,

because, under federal law, establishing racially-polarized voting is not sufficient to prove a violation. The other *Thornburg v. Gingles* preconditions must be established and a violation must be proven in the "totality of the circumstances" phase of the lawsuit. The totality analysis then permits a federal judge to take into account such matters as the *degree* of the racially-polarized voting and perhaps find that it was not severe enough to warrant judicial intervention into the electoral processes of a city.

The CVRA does not require any comparable "totality of the circumstances" analyses as part of the plaintiff's proof. Under what would seem to be a draconian application of the CVRA, plaintiffs could argue that a jurisdiction is subject to liability if 51% of minority voters vote one way, 51% of non-minority voters vote the other way, and the minority-preferred candidate loses. Whether a court would sanction such an extreme application of the CVRA, without the subsequent safety valve of the totality analysis, cannot be known at this time. Another plausible reading of the CVRA is that the Legislature meant to ease the burden on plaintiffs but still permit the totality analysis to come in by way of defense. (Elec. Code § 14028(e) [stating that many of the traditional totality factors are "probative," but not necessary to establish a violation].)

Despite the fact that Section 14028(a) provides that a violation is established if racially-polarized voting is shown, the legislation does identify at least one other factor that bears on the question of liability. Specifically the CVRA provides that the extent to which candidates who are members of a protected class and who are preferred by voters of the protected class have been elected to the governing body of a jurisdiction is "one circumstance that may be considered *in determining a violation.*" (Elec. Code § 14028(b) [emphasis added].) Thus phrased, the relevance of such evidence would not appear to be limited to the remedial stage, but would affect the question of liability as well. Moreover, the phraseology suggests that other, unspecified circumstances may be considered on the question of liability as well. Under the federal scheme, minority plaintiffs whose preferred candidates have a winning record would find it difficult, if not impossible, to establish a violation of the federal VRA. Presumably this would be the result under the CVRA, but the new law is not explicit on that point. Also, the CVRA specifies that the successful candidate must also be a member of the minority group in order to be taken into consideration as "one circumstance" that may be considered at the liability phase of the litigation. The CVRA is silent on whether the election of non-minority persons who are proven to be the preferred candidates of minority voters can also be considered. Plaintiffs may well argue that such successful minority-preferred candidates do not count.

- **New Remedies.**

The most likely remedy in a successful CVRA action would be to order cities and special districts with at-large, from-district, or mixed electoral systems to change to by-district systems in which a minority group will be empowered either to elect its preferred candidates, or influence the election outcome. But judicial remedies under the Act may

not be limited to the imposition of a by-district system. In cases where the minority group may be too small to form a majority in a single member district (*i.e.*, a district from which one member of the governing board is elected), the CVRA mandates that a court impose remedies "appropriate" to the violation. Indeed, the advocates of limited or cumulative voting systems may see the CVRA as an opportunity to attempt to impose such experimental remedies in California.

In a limited voting system, voters either cast fewer votes than the number of seats, or political parties nominate fewer candidates than there are seats. Theoretically, the greater the difference between the number of seats and the number of votes, the greater the opportunities for minorities to elect their chosen candidates. Versions of limited voting are used in Washington, D.C., Philadelphia (PA), Hartford (CT) and many smaller jurisdictions.

In a cumulative voting system, voters cast as many votes as there are seats. But unlike winner-take-all systems, voters are not limited to giving only one vote to a candidate. Instead voters can cast some or all of their votes for one or more candidates. Chilton County (AL), Alamogordo (NM), and Peoria (IL) all use a version of cumulative voting, as do a number of smaller jurisdictions. The State of Illinois used cumulative voting for state legislative elections from 1870 to 1980.

- **No-Risk Litigation For Plaintiffs.**

The CVRA mandates the award of costs, attorneys fees, and expert expenses to prevailing plaintiffs. (Elec. Code § 14030.) Prevailing defendants, however, are not treated so kindly. The CVRA denies not only attorneys fees but also the costs of litigation to prevailing defendants, unless the court finds a suit to be "frivolous, unreasonable, or without foundation," an extremely high standard. (*Id.*)

Furthermore, California law interprets "prevailing party" more broadly than does the analogous federal law governing attorneys fees awards for actions brought under Section 2 of the Voting Rights Act. The United States Supreme Court has, as a matter of statutory interpretation, recently rejected the "catalyst" theory of prevailing parties. *Buckhannon Bd. & Care Home, Inc. v. W. Va. Dept. of Health & Human Servs.*, 532 U.S. 598, 603-05 (2001). The catalyst theory, which the California Supreme Court has previously approved, permits recovery of attorneys fees if there is any "causal connection" between the plaintiffs' lawsuit and a change in behavior by the defendant. *Maria P. v. Riles,* 43 Cal.3d 1281, 1291 (1987). The *Maria P.* court continued:

> "'The appropriate benchmarks in determining which party prevailed are (a) the situation immediately prior to the commencement of suit, and (b) the situation today, and the role, if any, played by the litigation in effecting any changes between the two.'" . . . An award of attorney fees under section 1021.5 is

> appropriate when a plaintiff's lawsuit "'was a *catalyst* motivating defendants to provide the primary relief sought,'" or when plaintiff vindicates an important right "'by activating defendants to modify their behavior.'"

Id. at 1291-92 (quoting *Folsom v. Butte County Assn. of Governments,* 32 Cal.3d 668, 685 n.31 (1982); *Westside Community for Independent Living, Inc. v. Obledo,* 33 Cal.3d 348, 353 (1983)) (internal citations omitted).

Federal law, by contrast, requires some "change [in] the legal relationship between [the plaintiff] and the defendant." *Buckhannon,* 532 U.S. at 604 (quoting *Texas State Teachers Assn. v. Garland Independent School Dist.,* 489 U.S. 782, 792 (1987)). In other words, it is not enough under federal law that the defendant changed its conduct voluntarily—there must be some legally compelled impediment to the defendant falling back into the old ways, like a judgment or a settlement.

The California Supreme Court has traditionally treated federal precedent interpreting 42 U.S.C. § 1988 as persuasive authority, but it has also held that such federal precedent is not binding with regards to interpretation of state attorneys fee law. *See Serrano v. Unruh,* 32 Cal.3d 621, 639 n.29 (1982). Thus, the *Buckhannon* holding will not inevitably lead California to reject the catalyst theory in CVRA litigation as well.

Charter Cities.

Charter cities should not be complacent in a belief that they are immune from successful challenge under the new CVRA. The CVRA, after all, purports to apply to "cities" without making any explicit distinction between general law or charter cities. (Elec. Code § 14026(c).) It is true that a charter can provide for a form of government or electoral process for a city that is different from the general law. A charter city, however, remains subject to the California Constitution and would be prohibited from adopting or maintaining a discriminatory electoral system or electoral practices that violate the equal protection clause or the right to vote. *See Canaan v. Abdelnour,* 40 Cal.3d 703 (1985), *overruled on other grounds by Edelstein v. City & County of San Francisco,* 29 Cal.4th 164, 183 (2002); *Rees v. Layton,* 6 Cal.App.3d 815 (1970). Furthermore, California courts have recognized that state statutes can override city charters if they are narrowly-tailored to address an issue of statewide concern, even in the core areas of charter city control like election administration. *Edelstein,* 29 Cal.4th at 172-174; *Johnson v. Bradley,* 4 Cal.4th 389, 398-400 (1992). The CVRA expressly provides that it is intended to implement the guarantees of Section 7 of Article I (Equal Protection) and Section 2 of Article II (Right to Vote) of the California Constitution, which are themselves regarded as matters of statewide concern. *See Cawdrey v. City of Redondo Beach,* 15 Cal.App.4th 1212, 1226 (1993).

It is always possible that the California Supreme Court would decide that, even if preserving the right to vote is a matter of statewide concern, the CVRA sweeps too broadly and cuts too deeply into municipal affairs in violation of the principle of home rule. As the Supreme Court has noted, "[T]he sweep of the state's protective measures may be no broader than its interest." *Johnson,* 4 Cal.4th at 400. *Cf. Bd. of Trustees. of the Univ. of Ala. v. Garrett,* 531 U.S. 356, 365 (2000) (when Congress seeks to enforce constitutional protections with legislation, the statutory scheme must be congruent and proportional to the injury to be prevented or remedied); *City of Boerne v. Flores*, 521 U.S. 507 (1997). For example, charter cities could argue that, assuming eradicating the adverse effects of racially-polarized voting in at-large electoral systems is a matter of statewide concern, the CVRA is not narrowly-tailored because the federal VRA presents a scheme more carefully-crafted to weed out those at-large systems in which, under the totality of circumstances, minority voting rights are abridged, and leave in place those at-large systems in which a minority candidate may have simply lost an election.

Vote of the People.

The sole fact that the voters of a city or special district have enacted an at-large electoral system by ballot measure, or rejected a by-district electoral system by ballot measure, will not protect a jurisdiction. Indeed, the latter may increase the risk to the jurisdiction by serving as persuasive proof of a violation of the CVRA if the by-district system was rejected in an election characterized by a racially-polarized vote.

No Minority Candidates.

The fact that no members of the minority group have ever run for membership on the legislative body will not insulate a jurisdiction from CVRA challenge. The CVRA expressly provides that a violation can be shown if racially-polarized voting occurs in elections incorporating *other* electoral choices that affect the rights and privileges of members of a protected class, such as ballot measures. (Elec. Code §§ 14028(a) & (b).) Some particularly obvious examples from the last decade might include Proposition 187 (denying state services to undocumented immigrants), Proposition 209 (preventing state agencies from adopting affirmative action programs), and Proposition 227 (barring the use of bilingual education in California public schools). *See Cano v. Davis*, 211 F.Supp.2d 1208, 1241 n.37 (C.D. Cal. 2002) (assuming these initiatives may be used to demonstrate racially-polarized voting). But other local measures may also serve the same purpose.

CONCLUSION

California's cities and special districts are entering a new and uncertain era in voting rights law. Much about the CVRA is unclear and federal precedent on key issues appears to have been legislatively overruled. It may require years of litigation to sort it all out. It

is impossible to know now whether California courts will uphold the constitutionality of the CVRA, how they will interpret the new law, or what defenses will be available. Perhaps the "totality of the circumstances" test will be reinvigorated by way of defense. In the meantime, there is a safe harbor under the CVRA (though still not necessarily under the federal Voting Rights Act): a by-district electoral system.

Jurisdictions with a history of electoral losses by candidates who are members of a minority group should consider analyzing those elections for racially-polarized voting. If polarized voting is detected, these jurisdictions may want to consider whether a change to a by-district electoral system is warranted. Demands by minority group representatives for a change to by-district elections must be taken seriously, even if the minority group is not numerous enough to form a majority in a new single member district. Changing voluntarily permits the elected representatives and the voters, rather than adverse plaintiffs or a court, to control the districting process and the considerations that will guide the districting. Once the single member districts are in place, the city or special district is in the CVRA safe harbor, even if the districts are not exactly those that plaintiffs would have preferred.

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EXHIBIT "E"

The Politics of Latino Education: The Biases of At-Large Elections

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This paper investigates the determinants and consequences of Latino political representation in the field of K-12 education. The first task is to examine the association between Latino population and the Latino presence on school boards. We then investigate if Latino representation is affected by the electoral structure of school boards, as scholars have reached differing conclusions on whether at-large and ward systems hinder or enhance minority descriptive representation. The next step examines the consequences of Latino representation, specifically whether board membership is associated with the share of Latino school administrators and teachers. The regression results show that Latino population positively affects Latino board representation, but that at-large systems hinder descriptive representation. The primary determinant of Latino administrators is Latino school board membership, and the primary determinant of Latino teachers is Latino administrators. In sum, at-large elections negatively influence Latino educational representation, which produces a ripple effect that ultimately reduces the share of Latino teachers.

Latinos are now the largest minority group in the United States, but numbers alone are no guarantee of political influence. The traditional view of how minorities gain access to the benefits of the U.S. political system is via education, but research has long established that access to education itself is inherently political. The Latino community has for many generations struggled for educational equity but has faced numerous structural and other impediments. We therefore investigate the political dynamics of Latino education in the field of K-12 education, a subject of major academic and policy consequence.

This paper specifically will examine the politics of Latino representation on school boards and whether such descriptive representation has substantive effects. The first question is whether Latino population size is associated with the Latino presence on school boards. We then investigate if such representation is affected by the electoral structure of school boards because scholars disagree whether at-

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large and ward systems influence minority representation. Third, we test whether such descriptive representation influences the proportion of Latino administrators and teachers. Because the most recent prior research on these questions used data from the late 1980s, this paper provides needed evidence on how current conditions have changed given the dramatic growth in the Latino population.

School board representation is an integral aspect of the political system. School boards in America are the most local electoral unit in the federal system. Almost 100,000 people serve on 15,000 boards, and they constitute the largest bloc of elected officials in America. Overseeing the education of forty-five million public school students, they are entrusted with annual school expenditures of approximately three hundred billion dollars (Toch and Glastris 1994).

Boards are involved in all aspects of school policy. They hire and fire superintendents, set the curricula, decide spending priorities, and adopt reform plans. Although many decisions are in practice left to superintendents and other administrators, school boards are tasked to oversee these experts (Wirt and Kirst 1989). Boards, therefore, shoulder much responsibility for the quality of public education in America.

The question of Latino representation in school policymaking might be less urgent if Latino educational achievement were high, but this is far from the case. While education may be the best way to escape poverty and realize the American dream, many Latinos find their hopes prematurely dashed through low educational achievement. A report by the White House Initiative on Educational Excellence for Hispanic Americans (1999) documents how Latino underachievement in education begins as early as kindergarten and continues through higher education. By the age of nine, Latino children perform below their non-Latino peers in the subjects of reading, mathematics, and science. Their overall scores on the National Assessment of Educational Progress (NAEP) are also consistently below average. One-third of Latino students between the ages of 15 and 17 are enrolled below grade level, and Latinos are less likely to take college preparatory courses in high school.

The high Latino dropout rate is well known: 1998 data show a dropout rate of 30%, in comparison to 14% for African Americans and 8% for Anglos. Overall, Latinos perform lower than most groups on standardized tests, and they have the lowest high school graduation rates and four-year college enrollments of all racial and ethnic groups in the country (Riley and Pompa 1998; Secada et al. 1998).

Latinos also attend schools that are increasingly segregated in terms of race, ethnicity, and class (Orfield and Yun 1999). They often face institutional racism and cultural biases at school in terms of programming, curriculum, and tracking and ability grouping practices (Carrasquillo 1994; Grossman 1995; Spring 2000). In sum, Latinos are arguably the most educationally disadvantaged of all groups in the United States today (Riley and Pompa 1998).

Whether the dismal state of Latino education is related to political dynamics is a key question for political scientists to investigate. Meier and Stewart was one of the first investigations of this possibility. Using regression analysis and con-

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trolling for intermediary factors, they discovered that Latino students were subject to more suspensions and expulsions, were underrepresented in gifted and talented classes, and were overrepresented in special education classes. Not only were such practices associated with lower student achievement, but they also served as "a substitute for segregation" (1991, 197).

Meier and Stewart also discovered that such treatment was associated with community political power. Most importantly, Latino representation on school boards was associated with better educational conditions. In districts with more Latino representation, Latino students experienced greater access to equal education and less "second-generation" discrimination. There also appeared to be a ripple effect, whereby more Latino school board members led to more Latino school administrators, which in turn led to more Latino teachers.

Others have found evidence that Latino representation on school boards is associated with policy outcomes of interest to this community. Leal and Hess (2000), for instance, found that the percentage of school board members who are Latino is positively associated with funding for bilingual education programs, even after controlling for objective student need for bilingual education. Board representation is, therefore, not just symbolic or of interest to a small number of activists but is inseparable from the aspirations of the larger community.

The first empirical part of this paper investigates the relationship between Latino population and the Latino presence on school boards. The overall literature on representation discusses two general linkages between constituents and representatives. The first is indirect representation, whereby a legislature may collectively represent the people even if there is no clear link between specific legislators and specific constituents (Weisberg 1978). Policy outcomes are therefore congruent with public opinion, even if elected officials are not actively trying to represent their constituents.

The second form of representation is direct. This takes place when the votes of a legislator are linked to the interests of his or her constituents. Elected officials in this scenario take seriously the delegate view of representation, as opposed to the trustee view exemplified by Edmund Burke in his famous letter to Bristol. Pitkin (1967) named this substantive representation and contrasted it with descriptive representation. The latter takes place when a constituency elects a representative who shares key traits but not necessarily policy views.

This paper begins by examining the descriptive representation of Latinos on school boards. While descriptive representation does not always lead to substantive representation, voters generally see a connection. This is not to say that Anglo school board members cannot adequately represent Latino constituencies, as many have undoubtedly done so. In a similar way, a lawyer may be able to represent a district of farmers. Farmers, however, may want their elected representatives to share an agricultural background. Not only would the latter likely know more about farming, but they could be better trusted to fight for farm interests behind closed doors in Washington.

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This issue of trust is particularly important in the study of representation. Hall noted that many key legislative activities take place out of public view, such as "Building a coalition for a legislative package, drafting particular amendments, planning and executing parliamentary strategy, [and] bargaining with or persuading colleagues to adopt one's point of view" (1996, 2). Constituents must trust that members are acting in a way that furthers their interests, as there are few ways for them to monitor such legislative behaviors.

Bianco further observed that "many kinds of behavior that are not usually thought of as rational choices, such as voters' desire to be represented by 'someone like them,' are the product of a systematic, predictable calculus—moreover, a calculus aimed at securing favorable policy outcomes" (1994, ix). Voters therefore "focus on attributes because they cannot be the product of calculation and provide a clearer signal of a candidate's policy concerns" (62). In this way, descriptive representation is a shortcut voters use to increase the likelihood of their interests being served.

Electing a member of one's group to office also has symbolic value. As Davidson and Oleszek wrote, "When a member of an ethnic or racial minority goes to Congress, it is a badge of legitimacy for the entire grouping. Such legislators speak for people like them throughout the nation" (2000, 133). What is true for Congress at the national level is also true for school boards at the local level.

Prior studies of Latino representation in local political entities have documented its low levels. Scholars usually derive a statistic of group representation through the Engstrom and McDonald (1981) method, which regresses minority population on minority descriptive representation. Taebel (1978) found a Latino representation index of .44 for 60 large urban city councils, meaning an underrepresentation of 56%. Karnig and Welch (1979) found a similar city council ratio of .45 for 124 southwestern cities. Fraga, Meier, and England (1986) noted a ratio of .77 for 35 school districts in very large cities, and Meier and Stewart (1991) found it was .86 for a larger population of districts.

The second part of this paper examines whether specific types of electoral mechanisms affect the level of Latino descriptive representation. Historically, such representation was impeded by a variety of legal and extralegal tactics. Literacy tests, poll taxes, and simple intimidation were effective tools against the electoral participation of Latinos as well as African Americans and poor Anglos. These have largely passed from the political scene, but election laws originally adopted with discriminatory intent may still affect political representation.

School board membership is chosen through three means: elections by ward, elections at-large, and by appointment. Progressive reformers at the turn of the twentieth century advocated at-large elections as one prong in a larger effort to isolate school boards and city councils from the influence of political parties, immigrants, those of lower socioeconomic status, and the vagaries of the democratic process generally (Tyack 1974). This reform proved a substantial obstacle to minority communities, as minority candidates often lack the resources to launch district-wide campaigns and find it difficult to attract Anglo votes.

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In recent decades, underrepresented minority groups used the *Voting Rights Act of 1965* as "the legal foundation for creation of district-based elections to replace at-large elections to city councils and other multimember bodies" (Bezdek, Billeaux, and Huerta 2000, 209). The above authors described the example of Corpus Christi, where the efforts of the Mexican American Legal Defense and Education Fund (MALDEF) led to the replacement of eight at-large city council seats with five ward seats and three at-large seats.[1]

Whether at-large elections have discriminatory effects on minority representation is the subject of debate in the political science literature, and one with important practical ramifications. Some scholars have found that ward systems are positively associated with Latino representation on school boards (Davidson and Korbel 1981; Meier and Stewart 1991; Polinard, Wrinkle, and Longoria 1990, 1991). Others, however, have discovered no statistically significant effects (Fraga, Meier, and England 1986; Welch and Karnig 1978).

These varying findings are also present in different decades. Using data largely from the 1980s, Fraga, Meier, and England (1986) arrived at different conclusions than did Polinard, Wrinkle, and Longoria (1991) and Meier and Stewart (1991). Studies using data from the 1970s (Davidson and Korbel 1981; Welch and Karnig 1978) similarly arrived at opposite conclusions. In light of these differences across time, it is desirable to investigate representational dynamics with a contemporary survey.

A new study is also needed because the Latino population is located in a very different social and political space than was the case in the 1970s and 1980s. The 2000 Census revealed how this group is expanding throughout the United States, and many educational jurisdictions that have historically educated few Latino children are now encountering significant and growing numbers of such students. The state with the fastest-growing Latino population, for instance, is not Texas or California but North Carolina. The Latino population of this state increased by just over 440% from 1990 to 2000, growing from 69,020 to 372,964 people. The next largest growth rates were found in Arkansas (337%), Georgia (324%), and Tennessee (284%). The issues of Latino representation on school boards and the quality of education received by Latino children are therefore relevant to a growing number of states and regions. Consequently, a study using current data is vital to understanding how Latino educational representation fares in this new and expanding context.

The above dynamics are a larger and more noticeable continuation of previous trends. As Meier and Stewart noted, the school districts in their sample "have not had a stable enrollment composition over time. The average district increased its Hispanic enrollment by about ten percentage points since 1968 (Table 1–3). Some districts, of course, have become substantially Hispanic during this time period"

[1]Many school boards have incorporated both ward and at-large elections under the theory that minorities can benefit from coalition building and win some of the at-large seats. McDonald and Engstrom (1992), however, suggested that this did not transpire in practice.

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(1991, 31). They surveyed districts with at least 5,000 students, of whom at least 5% were Latino. Their total number of usable observations was 145; in comparison, our survey includes 857 such districts. Given these Latino population trends, additional studies might also be useful after each future census.

There is also a contemporary interest in Latinos that was largely absent in previous decades. Latino influence is now more strongly felt and more frequently commented upon in both politics and popular culture. This suggests that the role of Latinos in the contemporary political system may be qualitatively as well as quantitatively different than in previous decades.

In addition, given the extensive litigation over city council districts in recent decades, school boards are also probably the last place where at-large districts are still permitted in the presence of racial polarization. For those interested in whether and how electoral structures affect the representation of minorities on political bodies, school boards are the only arena to study. This was much less the case in the 1970s and 1980s, so a new study of school boards is the best way to investigate whether and how electoral structure can influence representation.

A related literature explores the impact of electoral systems on minority representation on city councils. Davidson and Korbel (1981) and Bezdek, Billeaux, and Huerta (2000) argued that ward districts increase Latino representation. On the other hand, Zax (1990) argued that residential segregation was a more important determinant than electoral method in the election of Latino officials. MacManus (1978) found that at-large plans did not impair the city council representation of African Americans and the Spanish speaking, although the details of the system and the socioeconomic environment were important. Taebel (1978) argued that city council size was more relevant for Latino representation than the electoral system. Rabinovitz and Hamilton (1980) suggested that a mixed system was better than a ward system for the representation of blacks on city councils.

Some have argued that electoral systems affect the representation of African Americans but not Latinos. Karnig and Welch (1979) and Welch (1990) found this was the case for city councils. One explanation is that Latinos are not subjected to the same degree of residential segregation as African Americans (Lopez 1981).

The third part of this paper investigates the consequences of descriptive representation, specifically whether the share of Latino board members is associated with the share of Latino school district employees. Administrators and teachers influence the quality of education received by students, and teachers in particular wield much power in their classrooms as "street level bureaucrats" (Lipsky 1980; on the substantive issue see Hess and Leal 1997 and Meier and Stewart 1991).

There is widespread agreement in the professional education community that minority students gain academically when they are taught by minority teachers. Empirical evidence for these propositions is less common than their assertion, however, although a growing number of scholars are testing this hypothesis in a

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variety of settings. Hess and Leal (1997) examined the relationship between teacher race/ethnicity and student achievement in large urban school districts. They found that the proportion of minority teachers was positively associated with the college matriculation of all students. While they noted that the hiring of minority teachers might serve as a proxy for unobserved school conditions relevant to student achievement, the article provides intriguing evidence that minority teachers may promote the learning of both minority and Anglo students.

Meier, Wrinkle, and Polinard (1999) and Meier et al. (2001) tested how the percentage of minority teachers was associated with the student pass rates of standardized exams required by the state of Texas. They found that pass rates were higher for both minority and Anglo students in districts with a larger share of minority teachers (although see Nielsen and Wolf 2001). Meier, Wrinkle, and Polinard (1999) suggested an explanation based on discriminatory hiring practices. Districts less focused on the quality of educators than on their race will on average hire less competent teachers, thereby negatively affecting the educational outcomes of all students.

Dee (2001) argued that this question needed a randomized experimental methodology to accurately understand whether racial dynamics were factors in student achievement. He examined test score data from the Tennessee Project STAR (Student Teacher Achievement Ratio) class-size experiment, finding significant math and reading improvements among students randomly provided same-race teachers. There are also a number of more qualitative studies of Latino student achievement that highlight the importance of Latino faculty and staff (Garcia 2001; Nieto 1999; Reyes, Scribner, and Scribner 1999; Valdes 1996).

Substantial evidence also suggests that the Latino community wants more Latinos teaching their children (Nieto 1999; Romo and Falbo 1996). While the above debate asks whether minority teachers improve the educational outcomes of minority and Anglo children, this dynamic is less important from the perspective of representation theory. Many scholars have investigated whether elected officials and political institutions are responsive to constituents, but there is less discussion of the more difficult question—whether constituent wishes are objectively in their best interests. The presence of minority teachers is, therefore, an important indicator of political responsiveness to minority communities regardless of its effect on minority students.

The only previous research on board representation and the minority presence in teaching faculties and educational administrations is Meier and Stewart (1991). They found the share of Latino school board members was positively associated with Latino administrators but not with Latino teachers. They did find, however, a positive correlation between Latino administrators and Latino teachers.

Data and Methods

Data for this paper derive from three sources. Information on school board selection structures, school board ethnicity, administrator ethnicity, teacher eth-

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nicity, and student ethnicity were obtained from an original survey. All school districts with more than 5,000 students were sent mail surveys in June 2001.[2] Nonrespondents received two follow-ups by mail. Up to six phone calls were then placed to nonrespondents in an effort to contact as many of the districts as possible; the phone interviews collected information only on the school board variables. A final attempt was made via email.

Of the 1,831 surveyed districts, 1,751 provided data on school boards (95.6%) and 1,532 (83.7%) on teachers and administrators. The actual numbers in the regression analysis are somewhat lower due to missing data for other variables. Nonrespondents on the electoral information were no different from respondents in terms of size of district, ethnic distribution in the district, and similar census data on which comparisons could be made. For the teacher and administrator data, district sizes were the same but nonrespondents were from locations with slightly smaller Latino populations. Given that the distinction between respondents and nonrespondents could not explain as much as 1% of the variance in any variable where measures existed, we are confident that any selection biases in the survey are slight and do not affect the results presented.[3]

Population figures and other demographic variables for 2000 were available from the 2000 census. Additional information used to check the accuracy of student enrollment figures on the survey were from the U.S. Department of Education (2001).

Findings

School Board Representation

The first step in assessing the level of descriptive representation is to examine the simple relationship between Latino population and Latino school board representation (both variables are expressed as a percentage of the total) as suggested by Engstrom and McDonald (1981). This equation essentially predicts the expected value of representation for a given level of population. The first column of Table 1 presents this seats-population relationship for all districts. The level of explained variation is consistent with past models for school board representation reported by Meier and Stewart [.60 (1991, 92)] and Fraga, Meier, and England [.77 (1986)]. Both previous studies, however, excluded districts with

[2] Districts with more than 5,000 students were surveyed for two reasons. First, these districts educate the overwhelming majority of Latino students, as they are located in the areas with the largest Latino populations. Our school districts had a total Latino population in 2000 of 32.84 million, which is 93% of the 35.3 million Latinos in the overall population. Second, there are significant data collection problems in many of the smaller districts. They often do not keep the type of records that larger districts do, particularly in terms of EEO data, as it is the larger districts that are regularly surveyed by the EEOC.

[3] We also checked to see if the districts lost from the sample because of missing data were different from those included in the analysis. The only difference we can find is that the districts with missing data are slightly smaller than other districts, which is not a major concern.

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TABLE 1

The Representation Relationship: Latino School Boards

Dependent variable = Percent Latinos on School Board

Variable	All Districts	Minority Districts	Majority Districts	Five Percent + Latino
Intercept	−3.66	−1.36	−68.54	−8.97
	(13.05)	(6.12)	(7.54)	(13.57)
Population	.71	.43	.72	.84
	(57.48)	(40.44)	(13.50)	(40.44)
R-squared	.66	.33	.64	.66
Standard error	9.54	6.89	19.20	12.72
F	3,304.37	793.62	182.14	1,635.55
N of cases	1,739	1,633	106	857

Numbers in parentheses are t-scores.

fewer than 5% Latino students; Fraga et al. also only included districts with more than 25,000 students.

Two coefficients from the first regression in Table 1 merit discussion. First, the slope coefficient reveals that for each one percentage point increase in Latino population, Latino representation on the school board increases by .71 percentage points.[4] In short, the translation of population into representation is only 71% effective. This figure should not be interpreted by itself as the precise estimate of underrepresentation, however. The intercept (−3.66) is negative and significant, thereby indicating a threshold effect. At low levels of population, increases in Latino population have no influence on expected representation levels. Only after a threshold is breached does population predict a positive value for expected representation. That "threshold" can be estimated by using the regression equation to predict the level of population where estimated representation will be at least zero. In the present situation, the threshold is 5.2%.

The findings in the first column suggest that the relationship between representation and population is not linear. The next two columns therefore show the same regression for districts where Latinos are a minority of the population and districts where they are a majority of the population. Previous arguments about electoral structure and representation presuppose the group in question, in this

[4]We use population as the base for all our regressions rather than voting-age population, estimated population who are citizens, or school enrollment for both an empirical reason and a normative reason. Empirically, the measures are highly correlated. The R^2 between voting-age population and population is .9963, and between enrollment and population it is .9631. Using other measures of population changes the size of the coefficients but has no impact on the statistical significance of any findings. The population numbers also predict representation better than any of the other three measures. In normative terms, to paraphrase the Supreme Court, these electoral units were created to represent populations, not citizens or school age children or even voting-age populations.

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case Latinos, constitutes a minority of the total population. After all, if Latinos have a voting majority, then they can use at-large elections in the same manner as Anglos do when there is an Anglo majority.

The .71 coefficient for all districts drops to .43 in minority districts but jumps to .72 in majority districts. Comparing these figures directly is somewhat misleading simply because the intercepts are so dramatically different. Majority districts, for example, have an expected representation value of 17.5% for districts that are 50% Latino but 100% for districts with 98% or more Latinos. Both sets of findings strongly suggest that nonlinear estimates of the expected value of representation should be examined.

Before moving to the nonlinear estimates, the last column provides a comparison to the Meier and Stewart results by limiting the analysis to districts with at least 5% Latino population. Two things are immediately apparent. The representation coefficient increases to .84, essentially the same as the .86 coefficient reported by Meier and Stewart (1991, 92). The difference in intercepts in the two analyses, however, suggests caution in comparing these two values.

Table 2 estimates nonlinear equations linking population to representation. The differences between minority and majority jurisdictions are once again dramatic. In minority Latino districts, the population-squared term is significant and adds additional explanation to the overall equation. In majority districts, the nonlinear terms induce massive collinearity so that neither coefficient is significant and the level of explained variation has not changed at all.

These findings suggest that when Latinos are a minority of the population, the population-representation relationship is nonlinear, with larger percentages

TABLE 2

The Nonlinear Population-Representation Relationship: Latino School Boards

Dependent variable = Percent Latinos on School Board

Variable	Minority	Districts	Majority	Districts
Intercept	−1.3619	.0135	−68.54	−46.31
	(6.12)	(.05)	(7.54)	(.81)
Population	.4315	.0683	1.72	1.08
	(28.17)	(1.45)	(13.50)	(.66)
Population Squared		.0096		.00
		(17.33)		(.39)
Adjusted R-squared	.33	.35	.64	.63
Standard error	6.89	6.76	19.20	19.20
F	793.62	445.75	182.14	90.41
N of cases	1,633	1,633	106	106

Numbers in parentheses are t-scores.

Tolerances for nonlinear equations, minority districts .10, majority districts, .0061.

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getting significantly more representation than smaller percentages. The insignificant intercept for minority districts also eliminates the problematic threshold effect of the linear estimation. The insignificant linear term in this model suggests that it can be dropped from the analysis with no loss of information. The best interpretation for majority districts, however, is that the relationship between Latino population and Latino representation remains linear.

The now traditional way to assess the bias of electoral systems is to run an interaction between the various selection plans and population within a single regression (Engstrom and McDonald 1981). As noted above, there are three major selection plans for school districts: at-large systems, ward systems, and appointed systems. For those districts with less than 50% Latinos, the current sample contains 985 pure at-large systems (where all board members are elected at-large), 443 pure ward systems, and 53 pure appointed systems. The remaining 163 systems contain mixed combinations of the three selection types.

We created three variables for each district: the proportion of members elected from wards, the proportion elected at large, and the proportion appointed. Scores of 1.0 on any of these variables indicate a pure system, and lower scores indicate fewer members selected in the manner indicated by the variable. This process permits us to retain the 163 districts that do not have pure selection systems; the precise characteristics of these mixed systems are the subject of future research. To continue our distinction between majority and minority districts, these equations are estimated for both sets of districts with the hypothesis that structure matters when Latinos are a minority but does not matter when they are a majority.

Table 3 investigates this relationship for districts where Latinos are a minority. Adjusting for the nonlinear population coefficient, the regression contains five variables: Latino population squared, the ward selection percentage, the appointed selection percentage, ward selection multiplied by Latino population squared, and appointed selection multiplied by Latino population squared. This regression equation can then be used to derive representation estimates for each of the three pure systems.

Because several of the variables reduce to zero when other systems are in place, three equations can be derived from the results in Table 3:

At-Large Elections	$\text{Representation} = .5283 + .0094 \times \text{Population}^2$
Ward Elections	$\text{Representation} = -.1743 + .0148 \times \text{Population}^2$
Appointed	$\text{Representation} = .8701 + .023 \times \text{Population}^2$

Because the various intercepts are not different from the at-large intercept, they can basically be ignored in discussions. Suffice it to say that while the at-large intercept is significantly different from zero, its size is trivial (that is, at 0% Latino population, the expected value of representation is .5%). The larger size of the population-squared coefficient for ward elections shows that they generate higher

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TABLE 3

The Detrimental Impact of At-Large Elections: Latino School Boards

Dependent variable = Percent Latinos on School Board

Variable	Slope	t	tol.	Slope	t	tol.
Intercept	.5283	2.25	—	.5282	2.25	
Latino Population Squared	.0094	21.45	.70	.0094	21.53	.70
Ward System	−.7026	1.77	.83	−.7054	1.78	.83
Ward x Population Squared	.0054	6.17	.67	.0054	6.20	.67
Appointed System	.3418	.33	.79	−1.2978	1.11	.63
Appointed x Population Squared	.0136	5.91	.78	—	—	—
Appointed x Population	—	—	—	.5112	6.21	.62
R-squared	.38			.38		
Standard error	6.61			6.60		
F	201.41			202.60		
N of cases	1,628			1,628		

Analysis includes districts only with less than 50% Latino population.

levels of Latino representation than at-large systems. Appointed systems generate the largest levels of representation, as found previously by Meier and Stewart (1991). For instance, with a Latino district population of 5%, expected Latino representation is .8% in at-large systems, .2% in ward systems, and 1.4% in appointed systems. With a Latino population of 25%, the respective numbers increase to 6.4%, 9.1%, and 15.2%; at 45%, the figures are 19.6%, 29.9%, and 47.2%.

The clear conclusion from Table 3 is that both *electoral* systems systematically underrepresent Latinos when they are a minority of the population, but at-large elections are significantly more detrimental to Latino representation than ward elections. It is unclear why some prior research found a lack of bias in at-large systems, but one possibility is that analyses that do not distinguish between majority and minority Latino districts may sometimes produce incorrect results. It is also possible that past research indicating differential ward and at-large effects was substantively correct but derived using incorrect models. Only a reanalysis of the data from previous projects would determine if this is the case.

We might also investigate some additional dimensions of the school board representation process, as Table 3 incorporated only two types of independent variables: population and selection plan. Such a regression overlooks the fact that Latinos are generally poorer, less well educated, less likely to own homes, and less likely to be citizens—all factors that affect voter turnout (Leighley 2001). Several demographic variables were therefore added to the equation in Table 3: percent of Latinos with college degrees, percent noncitizens, percent living in poverty, and median Latino family income. This new regression, which is not presented because of space considerations, shows that only the percentage of Latinos

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who were noncitizens added any statistically significant explanation to the equation, and in that case the substantive impact was very small. To reduce Latino representation by 1.3 percentage points, fully one-half of all Latinos would need to not be citizens.[5]

As noted above, the theoretical arguments about electoral structure and ethnic minorities assume that ethnic minorities are a numerical minority. When Latinos become a numerical majority, electoral structure should have little effect on representation because they can simply use majoritarian electoral systems, such as at-large elections, to their advantage. To determine whether or not majority status changes the relationship between structure and representation, we replicated our analysis with the 106 school districts with a Latino majority. The equations in Table 4 include both linear relationships for population (as found in Table 2) and nonlinear relationships for population for comparison purposes.

Despite the substantial size of the coefficients for ward-based systems in both equations, none of the relationships are statistically significant. In short, when Latinos are a majority, there is no difference in the representational consequences of at-large elections compared to ward-based elections.

This finding should be qualified somewhat based on two additional bits of evidence. First, the equations are marked by a high degree of collinearity, thus making statistical significance difficult to obtain; tolerance levels for the linear relationship are especially low. At the same time, a joint f-test comparing the equations in Table 4 with those in Table 2 shows that the four additional variables as a group do not add a statistically significant level of explanation (F-test for the nonlinear specification = 1.67 with 4, 100 df, $p = .16$; F-test for the linear specification = 2.01, $p = .10$). Second, the appointive system relationships do appear to be somewhat different, with coefficients that approach or modestly exceed traditional levels of statistical significance. Because the translation of descriptive representation into substantive representation has been called into question in the literature (Meier and Stewart 1991), we leave the precise meaning of the relationships in appointive systems for future research.

Administrative Representation

Political representation on urban legislatures, be they city councils or school boards, has been linked to greater access to jobs for the represented group (Eisinger 1982; Mladenka 1989). Although there is some question as to whether the causal relationship runs from elected officials to employment or from employment to elected officials (Meier and Smith 1994), we will assume, as does the overwhelming majority of the literature, that the process flows from the top down—that is, representation on school boards increases representation in admin-

[5] One reason why citizenship does not matter more than it does is that school district elections have very low turnout (often as little as 5% of registered voters). We also tried an interaction of the Latino population and the citizenship variable, but it was statistically insignificant.

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TABLE 4

Selection Process Does Not Affect Latino Representation When Latinos Are a Majority

Dependent variable = Percent Latinos on School Board

Variable	Linear Slope	Population t	Population tol.	Squared Slope	Population t	Population tol.
Intercept	−65.40	6.21	—	−7.0380	1.25	
Latino Population	1.68	11.33	.71	.0116	11.25	.71
Ward System	−23.48	1.11	.04	−10.0413	.88	.15
Ward × Population	.34	1.15	.04	.0020	.98	.14
Appointed System	106.94	1.84	.04	48.6729	1.45	.11
Appointed × Population	−1.71	2.12	.04	−.0119	1.96	.11
R-squared	.65			.64		
Standard error	18.82			18.96		
F	39.46			38.55		
N of cases	106			106		

Analysis includes districts only with more than 50% Latino population.

istrative positions, and both in turn increase representation at the street level (in this paper, the teachers).

The first equation in Table 5 shows the relationship of Latino school board representation and population with the percentage of Latino administrators for minority districts. Population can be interpreted as a labor pool characteristic. Administrators are hired from a pool of individuals, a percentage of which will be Latino. To control for variation in the composition of the labor pool, therefore, the Latino population percentage is needed. In addition, the quality of this labor pool is affected by factors such as education levels, income, and even citizenship. Table 5 therefore controls for the Latino population percentage with college degrees, living in poverty, and who are not citizens.

Even with these controls, Latino board members are positively associated with more Latino administrators; a one percentage point increase in Latino board members is associated with a .16 percentage point increase in Latino administrators, ceteris paribus.[6] The level of explained variation in Table 5 reveals that the hiring of Latino administrators is a far more predictable process than the election of school board members.

[6] The relationships in this table may all be nonlinear. When squared terms are added for both variables, all four slopes are positive and statistically significant. The level of explained variation increases by only three percentage points, however, and the literature does not contain any arguments about a nonlinear relationship.

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TABLE 5

Latino Board Representation and Latino Administrators

Dependent variable = Percent Latino Administrators

Variable	Minority Slope	Districts t	Districts tol.	Majority Slope	Districts t	Districts tol.
Intercept	−.774	2.22	—	−26.866	2.85	
Latino Population	.327	30.31	.59	.391	2.40	.31
School Board Representation	.156	11.89	.68	.319	4.40	.33
Latino Non-Citizens	−.026	3.97	.89	−.359	2.55	.74
Latino College Graduates	.031	3.18	.68	1.619	3.76	.82
Latino Poverty	.014	1.44	.82	1.040	5.69	.66
R-squared	.62			.76		
Standard error	3.50			13.33		
F	450.86			65.63		
N of cases	1,371			101		

Table 5 also demonstrates how much other factors affect administrative hiring. The major influence on the percentage of Latino administrators hired is the percentage of Latino population, a percentage that reflects both the potential political clout of the Latino community as well as the potential pool of candidates for administrative positions. As expected, administrative representation increases with the percentage of college-educated Latinos. Even though citizenship is not a requirement for holding an administrative position in a school system, noncitizenship likely correlates with other factors that disadvantage Latinos, so the negative relationship is expected. The positive relationship between Latino poverty and administrative representation is likely a function of job opportunities. In communities with low poverty levels, well-paying jobs in the private sector are likely to attract many Latinos who might opt to be school administrators. High levels of poverty make safe, although lower paying, jobs in school systems more attractive. Even though each of these three relationships is statistically significant, their substantive impacts are relatively minor.

The second equation shows the same set of relationships for districts with a Latino majority. All relationships remain statistically significant although the size of the relationships, except for population, changes dramatically. The school board representation coefficient is now better than twice the size it was for minority Latino districts. Such a relationship is consistent with the notion that Latino representatives will be less constrained in pursuing their own interests in Latino majority jurisdictions than in jurisdictions where they are a minority. The other labor pool factors also increase in importance, thus suggesting that majority districts might be pushing up against the constraints of the size of the qualified labor force. The important finding in this second equation, however, is that Latino rep-

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TABLE 6

The Determinants of Latino Teachers

Dependent variable = Percent Latino Teachers

Variable	Minority Districts			Majority Districts		
	Slope	t	tol.	Slope	t	tol.
Intercept	−.058	.28	—	−32.268	7.16	—
Latino Population	.200	21.62	.36	.539	4.20	.30
School Board Representation	.055	5.93	.62	−.012	.19	.28
Latino Administrators	.290	16.04	.38	.467	6.04	.24
Latino College Grads	.013	2.06	.70	.890	2.54	.75
Latino Poverty	−.005	.72	.83	.435	2.64	.50
R-squared	.74			.82		
Standard error	2.35			10.43		
F	773.52			94.15		
N of cases	1,365			102		

resentation in majority districts differs from Latino representation in minority districts in significant ways.

Teacher Representation

Our final empirical analysis examines the determinants of Latino teachers. Well-developed models of teacher ethnicity in the literature suggest that labor pool characteristics (the size of the Latino population and the education levels of that population), Latino administrators, and Latino board members will be significantly linked to teacher representation. The strongest determinant of Latino teachers, however, is likely to be the percentage of Latino administrators.[7]

Table 6 reveals such a pattern. In Latino minority districts, a one percentage point increase in Latino administrators is associated with a .29 percentage point increase in Latino teachers, all other things being equal. Latino population also plays a role, but its impact is substantially less. Both Latino board representation and Latino college percentage have marginally significant relationships, but their direct substantive impact is small.[8]

[7] One potential question is what percentage of Latino teachers in the sample are bilingual education teachers. There are no national statistics on this question, but a separate Texas school data set indicates that less than 5% of Latino teachers are bilingual education teachers.

[8] To more fully explain this result, one might ask whether (1) non-Latino administrators resist hiring Latino teachers, (2) Latino administrators make extra efforts to hire Latino teachers, or (3) Latino teachers prefer to work for schools with relatively large numbers of Latino administrators. We cannot be certain which of these dynamics is taking place, but for the purposes of our study, it does not make a large difference whether one, two, or even all three are at work. The regressions show that the presence of Latino administrators leads to more Latino teachers, and it is beyond the scope of our paper to determine the relative importance of these three potential explanations.

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The relationships for Latino majority districts are even more clear cut. Latino population, Latino administrators, and labor force characteristics matter, but school board representation does not. A one percentage point increase in Latino administrators is associated with a .47 percentage point increase in Latino teachers, all other things being equal. The corresponding impact for Latino population is a .54 percentage point increase.

The relative magnitude of the school board and administrators findings makes sense because administrators hire teachers and much of this process takes place in the schools rather than in front of the board. A number of researchers have indeed noted the indirect impact of school boards on many district decisions, as much power has devolved to administrators over time.[9] In Latino minority districts, the impact of school board members is very small; in Latino majority districts, the influence cannot be distinguished from zero. Board members may lack a direct way to influence the composition of these street level bureaucrats. If the causal sequencing is correct, however, Latino school board members have a substantial indirect effect on teacher composition by affecting the ethnicity of school administrators.[10]

Conclusions

This is the first paper in a national study designed to update and expand the findings of previous research regarding the political factors and policy practices that influence educational outcomes for Latino students. Multiple studies suggest greater minority representation in the educational policy process translates into more positive outcomes for minority students (Meier, Stewart, and England 1989; Reyes, Scribner, and Scribner 1999; Spring 2000). Meier and Stewart went further in their assessment of the importance of Latino representation when they identified it as the *one* contributing variable that can be manipulated or changed by "concerted political efforts and appropriate policy decisions" (1991, 210). In this report we focus on descriptive representation with the objective of improving our ability to explain and predict the population-representation relationship.

A contemporary study of this topic is useful for several reasons. First, research in the 1970s and the 1980s arrived at different conclusions about the influence of electoral structure on minority educational representation. Second, the Latino population is now located in a different social and political situation. The 2000 Census revealed how this group is expanding throughout the United States, and many educational jurisdictions that have historically educated few Latino chil-

[9] See Tyack (1974) for a discussion of how the responsibility for teacher hiring changed over time. Other research further suggests that the impact of Latino board members on the hiring of Latino teachers is real although indirect (Wirt and Kirst 2001, 164).

[10] One might ask whether any of the above relationships vary according to which Latino national-origin group comprises the majority of the district population. We were able to test this possibility by separately analyzing majority Mexican-American districts and majority Puerto Rican districts. The regression results derived from these subsamples were very similar to those derived from the overall sample. There were only two plurality Cuban-American districts, however, and there were no majority or plurality districts for other Latino national-origin groups.

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dren are now encountering significant and growing numbers of such students. A new and comprehensive national study is therefore important to understanding how Latino educational representation fares in this new and expanding context.

Third, to advance the methodology of analysis, the paper tests for a nonlinear population effect, which was not conducted in the educational representation literature. We also separately examine majority Latino population districts and minority Latino population districts, which was not done by previous research. Lastly, given the extensive litigation over city council districts, current school boards may represent the last opportunity to investigate whether and how electoral structures affect minority representation on political bodies in contemporary America.

Overall, our findings highlight the complexity of the relationship between Latino populations and their representation on school boards. Looking strictly at levels of population and levels of representation on school boards, earlier studies found Latinos significantly underrepresented. Our analysis shows this trend continues and appears to be growing.

The presence of a threshold effect, however, suggests that a nonlinear specification may be appropriate. We also note that Latinos (like any group) may be able to profit from at-large districting when they are a majority of the population. We test a squared population term and divide the sample into majority and minority Latino districts. The nonlinear Latino population variable is significant in the minority Latino districts and adds additional explanation to the overall equation. Both population variables are insignificant in the majority Latino districts and the model contains significant collinearity, however, thus suggesting that in these districts the relationship between Latino population and Latino representation remains linear.

A key question in the literature is the ethnic bias of different selection plans. Our study supports the findings of earlier research showing minority population translating into minority school board seats at a substantially higher rate with ward elections than with at-large elections. Our findings show that at-large election systems usually disadvantage Latinos; the obvious policy recommendation is that at-large systems should be replaced by single-member systems.

Interestingly, appointment systems appear more efficient than ward elections. We contend that the circumstances in appointment systems, however, are fundamentally different from elections. These differences may produce higher representation but potentially change the impact of representation. Why? The attitudes and priorities of political appointees may more closely reflect those of community elites rather than the general population, or appointees simply may behave differently than elected officials. Further study is clearly needed on the political context of appointment systems and its effect on appointee attitudes and behaviors.

We also explored other population demographics that were hypothesized to influence the low level of Latino representation on school boards. Based on theories of participation and group power, we expected the political resources of the population—income, education, and citizenship—to play a role. We found that the low socioeconomic status of the Latino population has no effect on the rela-

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tionship. The percentage of the population that is ineligible to vote (noncitizens) has a negative effect, not surprisingly, but the size of that impact is trivial.

Finally, although our models predicting Latinos in lower positions of school authority basically mirror those previously reported, our analysis serves to emphasize the linkage between descriptive and substantive representation. While characteristics of the available labor pool play a role in predicting the presence of Latino administrators and teachers, they are overshadowed by the importance of having Latinos at higher levels of authority. Latino representation on school boards is significantly associated with increases in the percentage of Latino administrators, and the percentage of Latinos in administration is the most important variable determining the presence of Latino teachers. As we know the Latino community wants more Latinos teaching their children, greater Latino school board representation is therefore more likely to lead to education policies congruent with community wishes.

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EXHIBIT "F"

COUNCIL AGENDA REPORT

TO: City Council

FROM: City Manager and City Attorney

SUBJECT: RESOLUTION DECLARING THE CITY OF SANTA MARIA'S INTENTION TO TRANSITION FROM AN AT-LARGE CITY COUNCIL ELECTED PROCESS TO A DISTRICT-BASED ELECTION PROCESS PURSUANT TO ELECTIONS CODE SECTION 10010

RECOMMENDATION:

That the City Council adopt a resolution declaring its intention to transition from an at-large City Council election process to a district-based elections process, outlining specific steps it will take and providing an estimated timeline for doing so pursuant to Elections Code Section 10010.

BACKGROUND:

The City received a certified letter on December 16, 2016, from Jason Dominguez, Esq., on behalf of his client Hector Sanchez, an unsuccessful candidate for City Council in the November 2016 election, asserting that the City's at-large electoral system violates the California Voting Rights Act, codified at California Elections Code sections 14025–14032 ("CVRA"). Mr. Dominguez claims "polarized voting" may be occurring and threatens litigation if the City declines to adopt district-based elections.

The CVRA was signed into law in 2002. The law was motivated, in part, by the lack of success by plaintiffs in California in lawsuits challenging at-large electoral systems brought under the Federal Voting Rights Act ("FVRA"). In fact, the City of Santa Maria had successfully defended a FVRA lawsuit in the early 1990's brought by the Mexican American Legal Defense and Education Fund. This litigation cost over $1 million to defend and took ten years to resolve in the City's favor.

The passage of the CVRA made it much easier for plaintiffs to prevail in lawsuits against public entities that elected their members to its governing body through "at-large" elections with the ultimate goal to transition to "district-based" elections. By way of background, in a district-based election system, a candidate must live in the district he or she wishes to represent.

It is staff's understanding that no such FVRA lawsuits have been filed in California since 2000. Accordingly, all voting rights lawsuits in California have been filed under the CVRA since its passage. Under the CVRA, to prove a violation, plaintiffs must only demonstrate that there is "racially polarized voting." This occurs when there is a

difference between the choice of candidates preferred by voters in a protected class and the choice of candidates preferred by voters in the rest of the electorate. Plaintiffs in other litigation have taken the position that the CVRA does not require a showing of discriminatory intent or an actual electoral injury. They have further argued that the CVRA does not require proof that racially polarized voting actually resulted in the defeat of a group's preferred candidate. No appellate court has yet ruled on these issues.

Cities throughout the State have increasingly been facing legal challenges to their "at-large" systems of electing City Council members. Almost all have settled claims out of court by essentially agreeing to voluntarily shift to district-based elections, while others have defended CVRA challenges through the courts. Ultimately, these cities have either voluntarily adopted, or have been forced to adopt, district-based elections. The exception is the City of Santa Clarita that resolved the CVRA action filed against it by agreeing to change the date of its general municipal election to November of even-numbered years.

Cities that have attempted to defend their existing "at-large" system of City Council elections in court have incurred significant legal costs, including attorneys' fees incurred by plaintiffs. Awards in these cases have reportedly ranged from about $400,000 to over $3,500,000. When sued, the settlements entered into by cities typically have included paying the plaintiff's attorney fees. For example, in February 2015, the City of Santa Barbara reportedly paid $800,000 in attorneys' fees and expert costs to settle their CVRA lawsuit. Another example is the City of Palmdale that incurred expenses in excess of $4.5 million in its unsuccessful attempt to defend against a lawsuit brought under the CVRA. Moreover, what is most concerning is that staff is unaware of any city that has prevailed in defending its "at-large" system of election under a claim filed by any individual or group under the CVRA. Accordingly, staff has concluded that the public's best interest is in preserving and protecting vital general fund revenues from being unnecessarily expended (given the low probability of defending against a CVRA lawsuit) and that this interest outweighs the public's interest in maintaining the current at-large voting system.

DISCUSSION:

Accordingly, after much analysis and in-depth conservations with those most familiar with these types of litigation matters, staff is recommending that the City Council adopt a resolution declaring its intention to transition from at-large to district-based elections following the procedures required by Elections Code section 10010, as amended by AB 350, to establish voting districts. Staff makes this recommendation due to the extraordinary costs to successfully defend against a CVRA lawsuit and the fact that no apparent city has successfully prevailed against a CVRA lawsuit, and that the public interest would best be served by transitioning to a district-based electoral system.

While the City has a sustained history of electing Latinos/as to the City Council, the outcome of litigation is always uncertain. Unlike other cities where at-large elections have prevented Latinos from electing candidates of their choice, the election history for the Santa Maria City Council has demonstrated that Latino candidates have been

regularly elected. Since 1996, at least one Latino/a has been elected to the City Council in each election except the November 2012 election where a Latina candidate (Waterfield) lost by only two votes. In all, ten Latinos/as have been elected to the City Council in the last twenty years. In addition, partly because of appointments made by the City Council to fill unexpired terms, the City Council has been represented by a Latino majority from 2002 until 2010 and the current City Council is a Latino elected majority. Not withstanding the aforementioned history of being able to elect Latinos to the City Council, the CVRA essentially makes any at-large election vulnerable to challenge with a low probability of successfully defending against such a challenge.

Staff estimates that the cost to defend this lawsuit would exceed $1,000,000 even if it were successful, and would likely exceed $2,000,000 if the plaintiff prevailed and the City was ordered to pay plaintiff's attorneys' fees. These attorney fees and costs would be a General Fund liability which would be a significant unexpected expense that could not come at a worse time since the City already has a multi-million dollar structural budget deficit AND pension-related expenses continue to escalate.

It should be noted that Government Code section 34886 permits the legislative body of any city to adopt an ordinance establishing election of members of the legislative body by district. AB 350 was recently adopted by the State Legislature and became effective on January 1, 2017, and amended Elections Code section 10010 to place a cap of a maximum of $30,000 on attorneys' fees that a plaintiff would be entitled to recover if the target city voluntarily adopted an ordinance to establish voting districts either before or after receiving notice of a CVRA violation. In addition, AB350 prohibits a plaintiff from filing a CVRA lawsuit within 90 days of a city's adoption of a resolution declaring its intention to transition to district-based elections. Accordingly, should the City Council adopt the proposed resolution, the maximum the City will have to reimburse Mr. Dominguez in attorneys' fees and costs is $30,000, and plaintiff would be prohibited from filing a CVRA lawsuit until May 22, 2017.

Alternatives:

1. The City Council may elect to place this issue on the ballot and let the electorate decide if they prefer district-based elections. However, even if the voters rejected district-based elections, the City would be vulnerable to a CVRA lawsuit if racially polarized voting is occurring in the City.
2. The City Council may direct staff to defend against any CVRA lawsuits that may be filed. This option will be very expensive to defend, and even if successful, would expose the City to an award of costly attorneys' fees.

Fiscal Considerations:

There will be significant staff time needed to transition to district-based elections because of the staff time that will be incurred for the five (5) public hearings that will be required in addition to the cost for a demographics and elections consultant and special legal counsel. Should the City Council concur with staff's recommendation, the City will only be required to reimburse plaintiff for its attorney's fees and costs up to $30,000. In addition, staff expects roughly a $10,000 increase in election costs for district-based

elections during each of the upcoming election cycles. These fiscal impacts are necessary and unavoidable if the Council transitions to district-based elections.

Impact to the Community:
The decision to change from at-large to district-based voting may have a substantial impact on the community since the City Council has been elected at-large since the City's incorporation in 1905. There may be a profound and noticeable impact to the community if the City adopts district-based elections and confusion until district-based elections are fully implemented in 2020. As proposed, two council seats will be elected by-district in the 2018 election and two or three council seats (pending the outcome of the five public hearings) in the 2020 election after the current incumbents have served their full terms. In some situations, the Mayor may be elected at-large, but all other members of the City Council must reside in the district they represent. The decision whether to establish four voting districts with the Mayor elected at-large, or five voting districts is one of the topics that will be decided upon by the City Council as a result of the minimum of five (5) public hearings that will be held as required by California Elections Code section 10010 should it adopt the proposed resolution.

RICHARD J. HAYDON
City Manager

GILBERT A. TRUJILLO
City Attorney

EXHIBIT "G"

RESOLUTION OF THE GOVERNING BOARD
OF THE GOLETA UNION SCHOOL DISTRICT
Resolution No. 2019-01

Resolution to Initiate a Transition to a By-Trustee Area Election System Commencing with the 2022 Governing Board Election and Statement of Intent to Seek a Waiver of the Election Requirement from the State Board of Education

WHEREAS, the Goleta Union School District Board of Education ("Board") is keenly aware of the importance of maintaining a fair election system;

WHEREAS, the Board has always strived to listen to all voices in the community and represent all of our community;

WHEREAS, California Education Code sections 5019(a) & (c)(l) and 5030 authorizes the Santa Barbara County Committee on School District Organization ("County Committee"), upon application of a school district's governing board, to change the method of election of governing board members in a school district under its jurisdiction;

WHEREAS, the California Voting Rights Act (Elections Code §§ 14025 *et seq.*)("CVRA") prohibits the use of an "at-large" election system for governing board members of a school district if the "at-large" elections may impair the ability of a protected class to elect candidates of its choice, or its ability to influence the outcome of an election;

WHEREAS, Governing Board ("Board") Members of the Goleta Union School District ("District") are currently elected using an "at-large" election system (i.e., election system in which registered voters of the entire jurisdiction elect candidates to the governing board);

WHEREAS, it is considered the view of the Board that starting with the 2022 Board elections, and with the benefit of then-updated federal decennial Census data released in 2021, the public interest may be better served by election of its Board members using a "by-trustee area" election system (i.e., elections in which one candidate residing in each trustee area is elected by only the registered voters in that particular trustee area);

WHEREAS, although Education Code section 5020 requires that a County Committee's resolution approving a change in the method of electing governing board members be submitted to the electorate for its approval at the school district's next regular election following the District's formal adoption of the new election system, the Board intends to seek a waiver of the voter approval requirement as permitted by law. Education Code sections 33050-33053 authorize the State Board of Education to waive this voter approval requirement, which could reduce the costs and risks associated with a school district's transition to a "by-trustee area" election system;

WHEREAS, the Board finds it is appropriate to seek a waiver of the election requirement in Education Code section 5020, and portions of sections 5019, 5021, and 5030, to ensure the timely implementation of the "by-trustee area" election system commencing with the 2022

Governing Board election, to reduce costs for the District associated with placing an item on the ballot and to reduce any potential legal liability or financial risk to the District under the CVRA;

WHEREAS, the adoption of "by-trustee area" elections will not affect the terms of any Board members serving or elected during this transition, each of whom will serve out his or her full term; and

WHEREAS, the Board, cognizant of its need for fiscal responsibility, desires to implement this change in the manner of electing Board members in a cost effective and efficient manner.

NOW, THEREFORE, the Governing Board of the Goleta Union School District does hereby resolve, order and determine as follows:

1. The above recitals are true and correct.

2. The Board hereby determines that the trustee area boundary lines shall be developed based on the most updated federal decennial Census data following its release in 2021 to provide for "by-trustee areas" elections commencing in 2022.

3. By this resolution, and pursuant to Education Code sections 5019(a) and 5030, the Board directs District staff, when timely, to transmit this resolution to the Santa Barbara County Committee on School District Organization to apply to have the County Committee adopt a change in the method of electing members of the board from "at-large" elections [Education Code section 5030(a)] to "by-trustee area" elections [Education Code section 5030(b)] commencing with the 2022 Board elections.

4. Before submitting a final proposal to the County Committee for a trustee area plan using the federal Census data, multiple public hearings in accordance with Elections Code section 10010 shall be scheduled to obtain public input on the draft proposals prepared.

5. The Board shall apply to the County Committee for establishment of trustee areas pursuant to Education Code section 5019(a) in a timely manner to have the 2022 elections for the Board conducted within the new trustee areas.

6. The Superintendent, or her designee, shall send a copy of this resolution to the County Committee for action in accordance with law.

7. The Superintendent, or her designee, is hereby directed to prepare an additional Board resolution, and implement the applicable legal requirements in a timely manner, to seek a waiver from the State Board of Education of the election requirement imposed by Education Code section 5020.

8. The Superintendent, or her designee, shall consult with legal counsel to resolve all legal issues necessary to give effect to this resolution.

9. The foregoing resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board on January 9, 2019, at a duly noticed meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Susan Epstein, Clerk of the Governing Board of the Goleta Union School District, HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed and adopted by the Board at a meeting thereof held on January 9, 2019, by a vote of _____ to _____.

IN WITNESS THEREOF, I have hereto set my hand this ___ day of _____, 2019.

_____
Clerk of the Governing Board

390-112/4392421.1

CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE

This CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into on this 9th day of January, 2019 ("Effective Date") by and between the GOLETA UNION SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California, operating within Santa Barbara County ("DISTRICT"), and LINDSAY ROJAS and HECTOR MENDEZ, residents of District ("Prospective Plaintiffs"). The above parties are referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. The Goleta Union School District Board of Education ("Board") is keenly aware of the importance of maintaining a fair election system. The Board has always strived to listen to all voices in the community and represent the interests of the entire community. Currently, members of the Board are elected pursuant to an "at-large" election system in which registered voters of the entire jurisdiction elect candidates to the Board.

B. On November 26, 2018, the District received a Notice of Violation ("Notice") of the California Voting Rights Act ("Act") from Prospective Plaintiffs, dated November 20, 2018, alleging that the District's at-large system of electing District Board members violates the Act and threatening suit unless the District transitions to a district-based electoral system, an election method in which a candidate must reside within an election district or "trustee area" that is a divisible part of the District and is elected only by voters residing within that election district.

C. The District denies that the District's at-large electoral system violates the Act. Nevertheless, in recognition that litigation involves significant costs and uncertainty, the District desires to enter into this Agreement.

D. The Parties mutually desire to delay the institution of district-based elections until 2022 so that the trustee-area boundaries may be drawn based on 2020 federal decennial Census data, which will not become available until 2021.

E. The Parties now wish conditionally to resolve and settle the Notice and all attendant and potential litigation arising therefrom.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settling Parties hereby agree:

1. Obligations of Parties

A. At or before its regular meeting on February 6, 2019, the District will consider approval of a resolution of intent to institute a district-based election system for District Board elections by the November 2022 regular election.[1] The District

[1] The November 2022 regular election will occur on November 8, 2022.

already planned to consider such a resolution at a January 2019 Board meeting prior to receiving the Notice.

B. Provided that the District adopts the resolution described in subsection A, Prospective Plaintiffs shall not bring suit against the District prior to November 9, 2022 for any cause of action related to the District's electoral system, including, but not limited to, suit seeking the implementation of district-based elections or claims related to or arising from the Notice.

C. Provided that the District adopts the resolution described in subsection A, within 30 days of such adoption, the District will remit a payment of $30,000.00 (thirty thousand dollars) to Prospective Plaintiffs as reimbursement of its costs incurred for the work product to support the Notice in fulfillment of the requirement to reimburse prospective plaintiffs' reasonable costs pursuant to Elections Code section 10010(f). The check will be made payable to Prospective Plaintiffs' attorney-of-record Robert Goodman to his trust account Robert Goodman Trust Account. Pursuant to Elections Code section 10010(f)(1), Prospective Plaintiffs have made a demand for reimbursement and staff has substantiated that the documentation provided by Prospective Plaintiffs represents the demography and legal costs incurred by Prospective Plaintiffs supporting their Notice.

2. Condition Precedent

Prospective Plaintiffs acknowledge, understand and agree that the District's passing of the resolution described in Section 1 is an express condition precedent to the consummation of this Agreement and the covenants, conditions and agreements contained herein. In the event that the resolution is not approved as set forth in Section 1, then this Agreement shall be null and void and shall be of no further force and effect. In such event, neither this Agreement, nor any of its terms or provisions, shall be admissible in any action or proceeding initiated by Prospective Plaintiffs for any purpose.

Further, the Prospective Plaintiffs recognize and acknowledge that the District is under no obligation to pass the resolution and that the District reserves its discretion and the full measure of its powers to evaluate the resolution in accordance with applicable procedures, standards and requirements. It is understood and agreed that this Agreement shall not be construed in any fashion as an advance determination and does not provide the Prospective Plaintiffs with any expectation as to the outcome of the District's decision on the resolution. The District's lack of approval or inaction on the resolution will not constitute a default of this Agreement, but instead will constitute a terminating event of this Agreement.

3. Admissibility of Agreement

If the District does not institute district-based elections for District Board elections by the November 2022 regular election, this Agreement shall not be construed as an admission by the District that such failure to act is unreasonable or unlawful under the Elections Code. In addition, this Agreement may not be introduced into or be admissible in any

judicial proceeding other than a judicial proceeding to enforce the terms of this Agreement.

4. Release

A. Subject to the performance of the Parties' obligations in this Agreement, the Parties hereby fully and finally waive, release, and permanently discharge each other (and their respective officers, employees, agents, representatives and attorneys) (the "Releasees"), from any and all past, present, or future matters, claims, demands, obligations, liens, actions or causes of action, suits in law or equity, or claims for damages or injuries, whether known or unknown, which they now own, hold or claim to have or at any time heretofore have owned, held or claimed to have held against each other by reason of any matter or thing alleged or referred to, or in any way connected with, arising out of or in any way relating to the Notice (collectively, the "Released Claims"). In connection with the release of the Released Claims, the Parties waive any and all rights that they may have under the provisions of section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In the event that any waiver of the provisions of Section 1542 of the California Code provided for in this Agreement shall be judicially determined to be invalid, voidable or unenforceable, for any reason, such waiver to that extent shall be severable from the remaining provisions of this Agreement, and the invalidity, voidability or unenforceability of the waiver shall not affect the validity, effect, enforceability or interpretation of the remaining provisions of this Agreement.

B. The Parties understand and acknowledge that the foregoing release extends to any claims or damages, without limitation, arising out of the Released Claims that may exist on the date of the execution of this Agreement, but which the Parties do not know to exist, which, if known, would have materially affected their decision to execute this Agreement, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence or any other cause.

C. Each Party acknowledges and agrees that this Agreement is a compromise and settlement of their disputes and differences, and is not an admission of liability or wrongdoing by any Party.

D. Except as provided in Section 1.C. of this Agreement, each of the Parties waives any and all claims for the recovery of any costs, expenses, or fees, including attorney fees, associated with the matters and claims released in this Agreement.

5. Representations and Warranties

A. Prospective Plaintiffs hereby represent and warrant to the District, as of the Effective Date, as follows:

i. They have not heretofore assigned or transferred, or purported to assign or transfer, to any party not named herein any Released Claim, or any part or portion thereof.

ii. To the best of their knowledge, there are no legal actions, suits or similar proceedings pending and served, or threatened in writing against the Prospective Plaintiffs that would adversely affect their ability to consummate the transactions contemplated in this Agreement. To the best of their knowledge, Prospective Plaintiffs are not aware of any existing claims nor of any facts that might give rise to any claims of any type or nature against the District, whether asserted or not, that have not been fully released and discharged by the release set forth in this Agreement.

iii. Prospective Plaintiffs have freely entered into this Agreement and are not entering into this Agreement because of any duress, fear, or undue influence; this Agreement is being entered into in good faith.

iv. Prospective Plaintiffs have made such investigation of the facts pertaining to this Agreement as they deem necessary.

v. Prospective Plaintiffs have, prior to the execution of this Agreement, obtained the advice of independent legal counsel of their own selection regarding the substance of this Agreement and the claims released herein.

B. In executing this Agreement, Prospective Plaintiffs acknowledge, represent, and warrant to the District that they have not relied upon any statement or representation of any District officer, agent, employee, representative, or attorney regarding any facts not expressly set forth within this Agreement. In entering into this Agreement, Prospective Plaintiffs assume the risk of any misrepresentations, concealment or mistake, whether or not they should subsequently discover or assert for any reason that any fact relied upon by them in entering into this Agreement was untrue, or that any fact was concealed from them, or that their understanding of the facts or of the law was incorrect or incomplete.

C. The representations and warranties of each of the Parties set forth in this Section and elsewhere in this Agreement will survive the execution and delivery of this Agreement and are a material part of the consideration to the District in entering into this Agreement.

6. Interpretation

A. The Parties have cooperated in the drafting and preparation of this Agreement and, in any construction or interpretation to be made of this Agreement, the same

shall not be construed against any Party. This Agreement is the product of bargained for and arm's length negotiations between the Parties and their counsel. This Agreement is the joint product of the Parties.

B. This Agreement is an integrated contract and sets forth the entire agreement between the Parties with respect to the subject matter contained herein. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties with regard to such subject matter are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made or relied on by either Party.

C. This Agreement may not be changed, modified or amended except by written instrument specifying that it amends such agreement and signed by both Parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be deemed a continuing waiver; and no waiver shall be implied from delay or be binding unless executed in writing by the party making the waiver.

D. All of the covenants, releases and other provisions herein contained in favor of the persons and entities released are made for the express benefit of each and all of the said persons and entities, each of which has the right to enforce such provisions.

E. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective representatives, officers, employees, agents, heirs, devisees, successors and assigns.

7. Further Cooperation

Each Party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement. Except as expressly stated otherwise in this Agreement, actions required of the Parties or any of them will not be unreasonably withheld or delayed, and approval or disapproval will be given within the time set forth in this Agreement, or, if no time is given, within a reasonable time. Time will be of the essence of actions required of any of the Parties.

8. No Third Party Beneficiaries

Nothing in this Agreement is intended to benefit any third party or create a third party beneficiary. This Agreement will not be enforceable by any person not a Party to this Agreement.

9. Enforced Delay (Force Majeure)

A. Performance by either Party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, acts of terrorism, epidemic, quarantine, casualties, acts of God, litigation,

governmental restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations, or other similar circumstances beyond the reasonable control of the Parties and which substantially interferes with the ability of a Party to perform its obligations under this Agreement.

B. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Either Party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. The time for performance will be extended for such period of time as the cause of such delay exists but in any event not longer than for such period of time.

10. Governing Law; Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. Any action arising out of this Agreement must be commenced in the state courts of the State of California, County of Santa Barbara, and each party hereby consents to the jurisdiction of the above courts in any such action and to venue in the State of California, County of Santa Barbara, and agrees that such courts have personal jurisdiction over each of them.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

12. Effectiveness

This Agreement shall become effective immediately following execution by each of the Parties and ratification by the Goleta Union School District Board of Education as required by Education Code section 17604.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below ("Date of Execution").