



City Council Meeting Agenda

July 18, 2023
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: <http://livestream.hanford.city/>

5:00 PM CALL TO ORDER STUDY SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

- A. Presentation to Council regarding the official results of the Community Surveys for Hidden Valley Park and a report on the next steps and projected costs for the project.

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Mark Curts

FLAG SALUTE:

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment

on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the June 6, 2023 Meeting
- C. City Clerk: Approval of the Minutes of the June 20, 2023 Meeting
- D. City Attorney: Approval of the City's formal response to the 2022-23 Grand Jury Report Regarding Homeless Issues
- E. Community Development: Adoption of Resolution 23-21-R, Supporting the request of \$287,500 from the California Department of Housing and Community Development (HCD) State of California's 2020 Community Development Block Grant program for unclaimed Corona Virus Response (CDBG-CV) that has been made available for previous Construction Project Grantees.
- F. Community Development: Historic Resources Permit HRA0002-23: a request by Guacamole World to enlarge the existing building and construct a patio for a restaurant. The property is designated as a noncontributing building within the Historic Overlay Zone. The project is located at 125 S. Harris St. (APN 012-046-005)
- G. Community Development: Approval of Mural No. 0001-23: a request by the Kings Art Center to paint a mural onto the exterior wall of an existing building. The property is located at 605 N. Douty Street. (APN 010-221-021)
- H. Parks and Community Services: Adoption of Resolution 23-24-R, approving the Annual Engineer's Report and Intention to Levy and Collect Assessments for Fiscal Year 2023/2024 as outlined in the Annual Engineer's Report, which has been prepared pursuant to Chapter 3 of the Landscape and Lighting Act of 1972. The proposed assessments outlined in the Engineer's Report are less than or equal to the authorized maximum assessment for each landscape assessment district.
- I. Public Works: Approval of a purchase order with Martin Merietta for the purchase of asphalt material in the amount of \$120,000.
- J. Public Works: Approval of purchase order to Ennis Flint Inc. for the purchase of traffic marking paint, not to exceed \$79,110.
- K. Public Works: Approval of the Final Map, Subdivision Agreement and acceptance of Easements for Tract No. 928, Unit No. IV (Fargo Avenue, Centennial Drive & Sangiovese Street)
- L. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 1, with Enclave Developers, LLC, and Acceptance of all easements and dedications offered for public use; and Acceptance of the Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No. 1.

- M. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 2, with Enclave Developers, LLC, and accept all easements and dedications offered for public use; and adopt the attached Resolution 23-25-R Annexing Additional Properties to Assessment District No. 19-02; and adopt the attached Resolution 23-24-R Restructuring Properties within Assessment District No. 19-02; and accept the attached Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No.
- N. Fire: Approval of the purchase of a Pierce Impel Fire Engine from Golden State Apparatus for \$998,843.
- O. Finance: Adoption of the City of Hanford fiscal year 2023-24 Investment Policy
- P. Finance: Approval of purchase orders over \$50,000 for the Finance Department and all departments for a total of \$308,587 for fiscal year 2023/2024

PUBLIC HEARING:

- A. Public Works: Public hearing to adopt Resolution No. 23-12-R for the purpose of establishing a Rule 20A Underground Utility District on East Lacey Boulevard from Jessie Avenue to East of Wilson Lane.

GENERAL BUSINESS:

- A. City Attorney: Adoption of Resolution No. 23-23-R, establishing the Fiscal Year 2023-2024 tax levy amount for Community Facilities District 2022-01 (Live Oak) and Direction from Council regarding the types of services that future that will be included in Community Facilities Districts
- B. Community Development: Approval of a Memorandum of Understanding (MOU) between the City of Hanford and Kings County, pertaining to the annexation of the remaining "substantially surrounded islands" within the City of Hanford.
- C. Public Works: Approval of the Notice of Completion of the Police Activities League Parking Lot Expansion Project for a total final project cost of \$491,945.31, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder's Office.
- D. Public Works: Approval of the Notice of Completion for the Police Department Parking Lot Expansion Project for a final project cost of \$593,749.19, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder of Office.

COUNCIL COMMENTS AND COMMUNICATIONS:

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

- A. Council Future Agenda Items

- B. Upcoming Events and Important Dates:

July 21: Dive In Theatre at the Plunge, 7:30 p.m. \$3.00 Admission

July 22 and 29: Free Fitness Court Classes 9:00 a.m - 10:00 a.m. Hidden Valley Park

July 28: Movies in the Park in Civic Park, "Minions: The Rise of Gru". The movie begins

at dusk.

August 1: Regular City Council Meeting

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: STUDY SESSION

SUBJECT:

Presentation to Council regarding the official results of the Community Surveys for Hidden Valley Park and a report on the next steps and projected costs for the project.

Based

RECOMMENDATION:

Recommendation: That the City Council receives a presentation from staff and provide direction as appropriate.

Recommended Motion:

BACKGROUND:

Rezoning and General Plan Amendment Process

As part of a city-wide project, the City intends to change the General Plan designation and zoning for a portion of Hidden Valley Park from Low Density Residential to Open Space and P-F Public Facilities, respectively. Changing the general plan designation and the zoning will allow for the site to be developed as park space in the future. This process will require public hearings, recommendations from the Planning Commission and approval from the City Council.

Housing Process

California's "No Net Loss" provisions (Government Code Section 65863) may require the City to identify another available site with "an equal or greater residential density in the jurisdiction so that there is no net loss of residential unit capacity." This process may involve determining the total loss of residential units associated with the rezone and identifying another suitable location to place those units in conformance with the City's General Plan.

Environmental Process

The General Plan amendment and zone change process meets the definition of a "project" according to the California Environmental Quality Act, which will require the City to undergo the environmental process, including public notices, public comments, and approvals. The environmental process is currently underway and is expected to take 5-6 months to complete.

Overall Timeframe

The rezoning, general plan amendment, housing analysis and site identification, and CEQA process is expected to take approximately 9-12 months.

Community Engagement

Per Council's directions, staff conducted community outreach to prioritize the community's park features and amenities choices. Dozens of people attended the outreach events on May 27, June 1, and June 3. The online survey received 775 submittals in less than one month.

The amenities with the most votes (in-person and online) are listed below:

AMENITIES

Walking and Biking Trails (655)

Innovative Playground (372)

Picnic Arbors (278)

Interactive Playground (266)

Basketball Courts (237)

Splash Pad (236)

Ninja Course (236)

Fishing Pond (223)

Pump Track (191)

Golf Driving Range (176)

Note: Disc Golf and Senior Playground were included as amenities at in-person events, but not online.

The City included five support feature options as part of the outreach campaign. Those results are listed below.

SUPPORT FEATURES

Park Lighting (543)

Park Restrooms (473)

Parking Lot (240)

Creative Park Seating (212)

Public Art (173)

Probable Costs

To begin the initial process of determining the probable costs of the project, staff contacted three professional Landscape Architects with relevant knowledge and extensive experience in park design and construction. The group's consensus ranged between \$600,000-\$800,000 per acre for park

development. Based on the existing park and vacant 18-acre parcel, the probable cost for development is between \$10.8 and \$14.4 Million, depending on the chosen amenities and design. It is important to mention that the expenses of the required infrastructure (water, sewer, and electricity) are often overlooked and underestimated. Based on this information, the park's development cost estimates and possible phasing must be fully analyzed.

Next Steps

Next, an engineering firm will be contracted to create a topographic map that shows park elements such as contours, vegetation, and utilities. City staff will also hire a landscape architect company to incorporate these top amenities and support features into several preliminary design concepts, integrating proposed phases and estimated costs. These materials are expected to be completed early this Fall and presented to the Parks & Recreation Commission and City Council for consideration and direction.

FISCAL IMPACT:

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Minutes of the June 6, 2023 Meeting

RECOMMENDATION:

Recommendation: Approve the minutes from the June 6, 2023 meeting.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

1. June 6, 2023



City Council Regular Meeting Minutes

June 6, 2023 7:00 PM
Council Chambers
400 N. Douty St.

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Paden called the study session and closed session to order at 4:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Lou Martinez Council Member Mark Kairis Council Member Travis Paden Council Member Diane Sharp	Council Member Kalish Morrow

PUBLIC COMMENT:

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None.

STUDY SESSION:

A. Presentation to Council and Discussion of the Police Department School Resource Officer (SRO) Program

Police Captain Huddleston presented an overview of the School Resource Officer (SRO) Program and the duties of the School Resource Officers. Capt. Huddleston also discussed the Jr. Explorer Program, the PAL Boxing Program, and the SRO Program contract renewal. Staff addressed the Council's questions and concerns regarding overtime and the time of the year that school is not in session. The Council spoke in support of the program and commended the police department.

B. Presentation and consideration of Draft City of Hanford Master Fee Schedule for Fiscal Year 2023-24

Financial Analyst Aubrey Carri presented the Master Fee Schedule and discussed the fee changes for the Council's review and feedback. The Mayor questioned the Business License fees for the Flea Market vendors. Staff will review the compliance of the flea market vendors and report back. The Master Fee Schedule will be presented to the Council for adoption on June 20, 2023.

- C. Presentation and review of City of Hanford draft budget for fiscal year 2024 and 2025 for Council consideration and direction from City Council as appropriate.

Finance Manager Destiny Borba and Finance Director Chris Tavaréz provided an overview of the budget for fiscal years 2024 and 2025 for the Council's review and feedback. Staff answered questions from the Council. The Council asked for further clarification of the special litigation payments and the 2022 expenditures and appropriations. After much discussion, the staff assured the Council they would provide better clarification before the final presentation.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL-PROPERTY NEGOTIATIONS (GC 54956.8)
APN: 010-270-021
Agency Negotiators: Mario Cifuentez and Ty Mizote
Negotiating Party: Great Valley Holdings, LLC (Stu Clark)
- B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC 54956.9 (d)(2))
1 Workers Compensation Claim

CALL TO ORDER REGULAR SESSION:

Mayor Paden called the meeting to order at 7:00 p.m.

ROLL CALL:

Present:	Absent:
Council Member Lou Martinez Council Member Mark Kairis Council Member Travis Paden Council Member Diane Sharp	Council Member Kalish Morrow

INVOCATION:

The invocation was led by Pastor Lori Niles.

FLAG SALUTE:

The flag salute was led by Mayor Paden.

RECOGNITION:

- A. Recognition of the Westlands Water District 2023 Scholarship Initiative recipients, Claudio Silva, Sierra Pacific, Landon Cardoza, Hanford High School and, Hafeezah Fofana, Hanford West High School

Westlands Water District Public Affairs Representative, Elizabeth Jonasson introduced each of the recipients, and the Council presented them with certificates of recognition. Representatives from Senator Melissa Hurtado's office and Assemblyman Devon Mathis's office also presented certificates of recognition to the each of the students.

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

The Council discussed the meetings and events they attended. Vice Mayor Kairis recognized the Parks and Community Services Department for the Hidden Valley Park community outreach events.

PUBLIC COMMENT:

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Cathlene Jorgansen announced the upcoming town hall meeting for a water discussion, sponsored by Kings County.

Jack Schwartz thanked the city for their help with the Carnegie Museum car show.

Noor Memon provided his background and commented on the store he had in a Civic Park kiosk. He also asked for a response to the letters he sent to the City Council and the City Manager.

Cheyne Strawn expressed his concerns regarding the speeding cars in his neighborhood. He requested a traffic sign in his neighborhood. He also expressed his disappointment with the city's customer service.

Art Breino shared his concerns regarding a liquor store in his neighborhood. He also commented on the code violation citation he received.

Susan Davis commented on the garbage in the downtown area left by homeless people.

Kimber Regan expressed her concerns regarding the number of homeless people coming into the city.

Jim Nelson commented on his water bill and the Finance Department's customer service.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Vice Mayor Kairs pulled item H. Motion to Approve the consent calendar except for the items pulled for separate consideration.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Diane Sharp
SECONDER:	Council Member Lou Martinez
AYES:	Diane Sharp, Mark Kairis, Travis Paden, Lou Martinez
ABSENT:	Kalish Morrow

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. City Clerk: Approval of the Minutes of the May 16, 2023 Meeting
- C. Human Resources: Approval of the City of Hanford salary schedules to reflect the state minimum wage increase for part-time employees and increases approved through the labor negotiation process and Authorization for the City Administration to amend all other documents as may be necessary to implement the updates.
- D. Community Development: Second Reading of Ordinance 22-09, approving Prezone 2021-09, a request to prezone the parcel located at 018-242-019, totaling 12.64 acres, as I-H Heavy Industrial, in accordance with the General Plan Designation for the parcel, Heavy Industrial. The project is located south of Iona Avenue, west of 10th Avenue.
- E. Police: Approval of an amended annual Contract for 2023-2024, with the Pioneer Union

Elementary School District, for their School Resource Officer program

- F. Police: Approval of an extension to the contract for the FLOCK Camera contract to increase the term from a 2 years to 4 years at the current price of \$30,000 annually, for a total saving of \$8,500 per contract year.
- G. Public Works: Approval of the award of a Construction Contract to Sancon Technologies, Inc. of Huntington Beach, CA, in the amount of \$115,245.00, for the FY23 Manhole Repair and Recoating Project and Appropriation of an additional \$11,000.00 from the 0362 Wastewater Capital Fund in order to fully fund the project.

PULLED CONSENT ITEMS:

- A. Police: Approval of the amended Military equipment inventory and usage report consistent with the requirements of AB 481.

[Item H]

Police Chief Sever addressed the Vice Mayor's questions.

Motion to Approve.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Diane Sharp
AYES:	Diane Sharp, Mark Kairis, Travis Paden, Lou Martinez

GENERAL BUSINESS:

- A. Community Development: Approval of Sign Permit 2022-44: a request to place a mural onto the exterior wall of an existing building. The property is located at 102 S. Douty Street. (APN 012-095-006)

Council Member Sharp recused herself. Deputy City Manager Waters provided an overview of the mural criteria. Associate Planner Mark Mahna presented the sign permit for the Council's review and approval. Staff and the City Attorney answered questions from the Council. After a brief discussion, Vice Mayor Kairis motioned to approve Sign Permit 2022-44.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Travis Paden
AYES:	Mark Kairis, Travis Paden, Lou Martinez
ABSTAIN:	Diane Sharp
ABSENT:	Kalish Morrow

COUNCIL COMMENTS AND COMMUNICATIONS::

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

A. Council Future Agenda Items

Council Member Martinez addressed the public comment regarding speeding in residential areas. Police Chief Sever responded to his concerns. Mayor Paden addressed the public comment regarding the garbage left on the streets by homeless people. City Manager Cifuentez confirmed that there will be a study session discussion regarding the city's efforts related to homelessness on June 20, 2023.

B. Upcoming Events and Important Dates:

June: Free weekly workout at the Fitness Court at Hidden Valley Park - Every Saturday
9:00 a.m - 10:00 a.m.

June 15-18: Kings Fair at the Kings County Fairgrounds - more info:[Kings Fair](#)

June 16: Parks and Community Services event - Movies in the Park at Civic Park, the movie begins at dusk.

June 17: Walk with a Doc at Centennial Park 9:00 a.m. - 10:00 a.m.

June 20: Regular City Council meeting

June 23: Parks and Community Services event - Dive in Theatre at the Plunge at 7:30 p.m., the movie begins at dusk.

ADJOURNMENT:

Mayor Paden adjourned the meeting at 8:12 p.m.

Respectfully submitted,

/s/ Natalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Minutes of the June 20, 2023 Meeting

ATTACHMENTS:

1. June 20, 2023



**City Council Regular Meeting
Minutes**

**June 20, 2023 7:00 PM
Council Chambers
400 N. Douty St.**

5:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

Mayor Paden called the study session and closed session to order at 5:00 p.m.

ROLL CALL BY THE CITY CLERK:

Present:	Absent:
Council Member Lou Martinez Council Member Mark Kairis Council Member Kalish Morrow Council Member Diane Sharp Council Member Travis Paden	

PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Dave Ayers complemented Officer Mark Carillo and the police department staff for their efforts with homeless issue.

Kimber Regan expressed her concerns about the homeless people downtown near her business. She suggested sending them to more homeless-friendly areas.

Bob Ramos commented on Officer Carillo's presentation. He also commented on overgrown weeds in the city.

Larry Farriera said that he appreciates the opportunity to make a public comment after each of the study session presentations. He also shared his opinion of a homeless shelter in the city.

Nick Wagner commented on the study session presentation.

Mark Pratter said he does not like the change to the study session public comment period.

Officer Carillo addressed the public comment about the weeds.

STUDY SESSION:

A. Update on the City's efforts related to Homelessness including staff efforts to address

the concerns of businesses and residents and efforts towards the development of a low barrier shelter

City Manager Cifuentez provided a brief background of the Council's direction regarding the development of a low-barrier shelter in the city. Officer Mark Carillo provided his background and discussed his experience on the HART team. He also discussed service calls related to the homeless. Chief Sever discussed regulating the homeless population and the police department's protocol. He also discussed the level of service the police department can provide. Staff and City Attorney Mizote answered questions from the Council. The Council discussed businesses affected by the homeless population, and the need for a low-barrier shelter. Council Member Sharp spoke in favor of developing a low-barrier shelter in the city. After much discussion, the Council thanked staff for the presentation. City Manager Cifuentez assured the Council staff would work with business owners and the refuse department to work on a plan for future clean cleanups. No formal action was taken.

Mayor Paden adjourned to closed session at 6:45 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL- REAL PROPERTY NEGOTIATION (GC 54956.8)

APN: 012-062-012

Negotiating Party: Kings County Area Public Transit Agency

Agency Negotiators: Mario Cifuentez and Ty Mizote

B. CONFERENCE WITH LEGAL COUNSEL- REAL PROPERTY NEGOTIATION (GC 54956.8)

APN: 014-230-030

Negotiation Party: Thomas G. Loogman, Robert A. Loogman, Colette M. Quinn, John M.

Loogman, Jr., Lisa M. Askins, and Trudy N. Simas

Agency Negotiators: Mario Cifuentez, Ty Mizote, and Brad Albert

CALL TO ORDER REGULAR SESSION:

Mayor Paden called the meeting to order at 7:05 p.m.

ROLL CALL:

Present:	Absent:
Council Member Lou Martinez Council Member Mark Kairis Council Member Kalish Morrow Council Member Diane Sharp Council Member Travis Paden	

INVOCATION:

The invocation was led by Pastor Johnny Escalera.

FLAG SALUTE:

The flag salute was led by Mayor Paden.

CLOSED SESSION ACTION REPORT:

City Attorney Ty Mizote discussed the direction staff received from Council during the closed session regarding the proposed modified terms and conditions for the purchase of the property from Latis LLC for the Heroes Park project. The City is requesting an extension of the time to close escrow. In exchange, the other party is requesting an increase in the deposit amount to \$300k.

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

Mayor Paden moved Council Reports and Comments to the end of the meeting.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

Dennis Ham expressed his concerns regarding Consent Item B, and requested that it be pulled for separate discussion.

Bob Ramos commented on Consent Item B and expressed his concerns regarding the loan from the Fleet Replacement Reserve Fund.

Amy Minor, player agent for Hanford Youth Baseball League, introduced herself and commented on Bob Hill Youth Sports Center. She discussed their program. She requested help from the city with the concession stand and restrooms. City Manager Cifuentez responded to the comment and discussed future updates for the field.

Noor Memon commented on the Bastille and the Old Courthouse. He wants to know what's happening to the building.

Rosa (did not state her last name) expressed her concerns about a homeless camp near her home. She also provided pictures and suggested that the Council go see the camp for themselves.

Art Brieno commented on the study session presentation and expressed his concerns regarding homeless camps in the city. He also commented on Consent Item B.

Dave Ayers expressed his concern regarding Consent Item B, and requested that it be pulled.

Onan Champi commented on General Business Item A and asked the Council to reject the approval. He discussed the work he completed for the project. Approving the project will affect his compensation for the project.

Mark Pratter asked why the study session public comment period was changed. He also commented on Hidden Valley Park.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Items B, C, E, and F, were pulled from the consent calendar. Motion to approve the consent calendar except for the items pulled for separate discussion.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Diane Sharp
SECONDER:	Council Member Mark Kairis
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- A. Procedural Waiver: Waive reading in full of resolutions and ordinances and approval and adoption of same by reading title the only.
- B. Community Development: Historic Resources Permit HRA0001-23: a request to replace

the canopy of the existing shoe shine stand within Civic Park. The property is designated as a contributing building within the Historic Overlay Zone. The project is located at 323 N. Irwin St. (APN 010-265-001)

- C. Fire: Authorization for the City Manager to execute a Governing Body Authorization Letter, on behalf of the City Council, authorizing the City of Hanford to apply for grant funding, up to a maximum of \$25,000, to fund the purchase of Personal Protection Equipment (PPE) for the Hanford Fire Department.

PULLED CONSENT ITEMS:

- A. Administration: Approval of a Purchase and Sale Agreement with Great Valley Holdings, LLC and Authorization for the City Manager to execute the appropriate documents for the purpose of purchasing the property located at 330 N. Harris Street, more commonly known as the Social Security Building, for a purchase price of \$4,450,000. And authorize a loan to the General Fund from the Fleet Replacement Reserve Fund for up to \$4.6 million (to include closing costs) with terms and conditions as stated in this report.

[Item B]

Pulled during public comment.

City Manager Cifuentez discussed the background and answered questions from the Council. Council Member Sharp spoke in favor of the purchase.

Motion to Approve.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Diane Sharp
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- B. City Attorney: Approval of the City's formal response to the 2022-23 Grand Jury Report on City of Hanford Parks

[Item C]

Pulled by Mayor Paden.

The Mayor requested a modification. He would like for the response to include all schools.

Motion to Approve as amended.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Travis Paden
SECONDER:	Council Member Mark Kairis
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- C. Parks and Community Services: Approve appropriation of \$2,452,065 in the General Fund for the newly established Hanford Boys and Girls Club to be fully funded by the Proposition 64 Public Health and Safety Grant Program and authorization for the City Manager to execute an agreement with the Boys and Girls Club of the Sequoias to manage and operate the club.

[Item E]

Pulled by Council Member Martinez.

Parks and Community Services Director Brad Albert and addressed the questions from Council Member Martinez.

Motion to Approve.

RESULT: Passed (UNANIMOUS)
MOVER: Council Member Kalish Morrow
SECONDER: Council Member Lou Martinez
AYES: Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- D. Public Works: Request to Set July 18, 2023 as a public hearing and adoption of Resolution No. 23-12-R to establish a Rule 20A Underground Utility District on East Lacey Boulevard from Jessie Avenue to East of Wilson Lane.

[Item F]

Council Member Sharp pulled the item to recuse herself.

Public Works Director Jim Ross addressed the error in the staff report, staff is not requesting to approve the resolution at this time.

Motion to Approve as modified.

RESULT: Passed (UNANIMOUS)
MOVER: Council Member Mark Kairis
SECONDER: Council Member Lou Martinez
AYES: Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez
ABSTAIN; Diane Sharp

PUBLIC HEARING:

- A. Finance: Public Hearing and Adoption of Resolution 23-15-R to approve the comprehensive Master Fee Schedule for Fiscal Year 2023-24 which includes proposed new fees, deletion of fees and increases/adjustments to existing fees.

Mayor Paden opened the public hearing at 7:59 p.m. and called for the staff report. Financial Analyst Aubrey Carri presented the staff report and answered questions from the Council.

Public Comment:

IN-FAVOR:

None.

OPPOSED:

Art Brieno questioned Fire Department inspections, airport fees, facility fees, and Code Compliance fees. He also expressed his concerns regarding the need for a Senior Center.

Motion to Approve.

RESULT: Passed (UNANIMOUS)
MOVER: Council Member Diane Sharp
SECONDER: Council Member Mark Kairis
AYES: Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden

Mayor Paden closed the public hearing at 8:10 p.m.

- B. Finance: Public Hearing to adopt Resolution 2023-19-R for the City of Hanford Fiscal Years 2023/2024 and 2024/2025 two-year budget

Mayor Payden opened the public hearing at 8:11 p.m. and called for the staff report. Finance Manager Destiney Borba presented the staff report and answered questions from the Council. Staff also presented a preview of the digital budget book. The Council commended the staff for their hard work.

Public Comment:

IN-FAVOR:

Art Brieno commented on the digital budget book.

OPPOSED:

Bob Ramos commented on the digital budget, and questioned the cannabis funds. He also expressed his concerns regarding the need for a senior center.

Motion to Approve.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Mark Kairis
SECONDER:	Council Member Kalish Morrow
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

Mayor Paden closed the public hearing at 8:40 p.m.

GENERAL BUSINESS:

- A. Public Works: Approval of the Notice of Completion for the Police Department Parking Lot Expansion Project for a final project cost of \$573,749.19, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder Office.

Deputy Public Works Director Jim Ross requested to postpone the discussion and approval until the next regular meeting.

Motion to Continue.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Lou Martinez
SECONDER:	Council Member Kalish Morrow
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

- B. Finance: Adoption of Resolution 23-16-R establishing the 2023/2024 appropriations limit of \$88,428,441 for the City of Hanford's General Fund

Finance Manager Chris Tavarez discussed the appropriation limits and invited questions from the Council.

Motion to Approve.

RESULT:	Passed (UNANIMOUS)
MOVER:	Council Member Diane Sharp
SECONDER:	Council Member Travis Paden
AYES:	Diane Sharp, Mark Kairis, Kalish Morrow, Travis Paden, Lou Martinez

COUNCIL COMMENTS AND COMMUNICATIONS::

At this time, any Council Member may ask a question for clarification, make an announcement, or report briefly on their activities. In addition, subject to Council Policies and Procedures, they may request staff to report back to the Council at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (GOV. CODE SEC. 54954.2)

- A. Council Future Agenda Items

During this time, the council discussed the events and meetings they attended. The Council also addressed the public comments.

B. Upcoming Events and Important Dates:

June 21: Kings County Law Enforcement Torch Run for Special Olympics - Kings County Government Center [Click here for more info](#)

June 23: Dive In Theater at the Plunge, doors open at 7:30 p.m. The movie begins at dusk: Strange World

July 4: Holiday-Cancelled City Council meeting/City offices will be closed

July 7: Dive In Theater at the Plunge, doors open at 7:30 p.m. The movie begins at dusk: Rumble

July 14: Movies in the Park, Hidden Valley Park. The movie begins at dusk: Puss and Boots

July 15: Walk with a Doc at Freedom Park 9:00 a.m.- 10:00 a.m.

July 18: Regular City Council Meeting

ADJOURNMENT:

Mayor Paden adjourned the meeting at 8:56 p.m.

Respectfully Submitted,

/s/ Naltalie Corral
City Clerk



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the City's formal response to the 2022-23 Grand Jury Report Regarding Homeless Issues

RECOMMENDATION:

Recommendation: Staff recommends that the City Council, by motion: (i) Approve the attached response to the 2022-2023 Kings County Grand Jury Report regarding homeless issues; and (ii) Authorize the Mayor's and Council Members' signature on a transmittal letter under which the response will be sent to the Presiding Judge of the Kings County Superior Court.

Recommended Motion: I move to approve the response to the Grand Jury Report regarding homeless issues and that the cover letter be signed by the Mayor and Council Members.

BACKGROUND:

The 2022-2023 Kings County Grand Jury issued the attached report regarding homeless issues. The California Penal Code establishes requirements for the City's response to a Grand Jury Report, and the City Attorneys' Office worked with City staff to prepare a response that covers those requirements.

Highlights of the Response:

- The City agrees that there is a great need for a navigation center in Hanford and that City concurs with the Grand Jury's recommendation that the soon-to-be-vacated juvenile hall facility at the Kings County Government Center be used as a temporary navigation center. The City's 2023-2024 CDBG Annual Action Plan includes \$200,000.00 in funding that will be contributed toward the establishment of a permanent navigation center within Hanford.
- The City agrees that the South Hanford Courtyard Community project pursued by the Kings County Human Services Agency and Kings Gospel Mission should be made a priority.
- The City agrees that Kings County Behavioral Health should utilize the California Health Facility Financing Authority and Crisis Care Mobile Unit Program grant funds that it was awarded to implement its proposed mobile unit programs for the assistance of children and the homeless.
- The City agrees that plans for a low barrier shelter should be instituted soon. The navigation center described in the City's 2023-2024 CDBG Annual Action Plan includes space for a kitchen, foodbank, navigation center, and low barrier shelter.

The California Penal Code requires the City Council and the Mayor to respond to all Grand Jury reports involving City matters. As a result, the City's response will be sent to the Presiding Judge of the Kings County Superior Court under a cover letter signed by the Mayor and Council Members.

The Grand Jury also invited the Police Chief to respond to the Grand Jury's report. Accordingly, the cover letter says that the attached response also represents the Chief's response.

FISCAL IMPACT:

The City's 2023-2024 CDBG Annual Action Plan identifies \$200,000.00 in funding that will be contributed toward the creation of a homeless facility that includes space for a kitchen, foodbank, navigation center, and low barrier shelter.

ATTACHMENTS:

1. 2023.07.06 Response to GJ Report re Spotlight on Our Homeless Crisis (1)
2. 2023.06.22 Ltr to Judge Burns re City's Response to Homeless GJ Report (1)
3. 2023.05.26 Spotlight on Our Homeless Crisis

CITY OF HANFORD’S RESPONSE TO GRAND JURY REPORT 2022-2023

SPOTLIGHT ON OUR HOMELESS CRISIS

* * * * *

The following is the response of the Hanford City Council, Hanford’s Mayor, and Hanford’s Police Chief (collectively “the City”) to the Grand Jury Report for the 2022-2023 session (“the Report”) entitled “SPOTLIGHT ON OUR HOMELESS CRISIS.”

Grand Jury Finding 1: “There is a great need for a navigation center in Hanford.”

City’s Response to Finding 1:

The City agrees with Finding 1.

Recommendation 1: “Use part or all of the soon to be vacated juvenile hall building for a temporary navigation center (first step).”

City’s Response to Recommendation 1:

The City does not own the soon-to-be-vacated juvenile hall facility and cannot commit to Recommendation 1; the City, however, supports the Grand Jury’s recommendation.

The City intends to financially support a permanent navigation center. The City’s 2023-2024 Community Development Block Grant (“CDBG”) Annual Action Plan (“Annual Action Plan”), which has been approved by the City Council, includes two hundred thousand dollars (\$200,000.00) in funding for a homeless navigation center to be located in Hanford. The Annual Action Plan describes the project as: “The joint-use building would house a kitchen, foodbank, navigation center, and low-barrier emergency shelter. The foodbank would [utilize] 75% of the facility, while the remaining 25% would be used as shelter and navigation center.” The project’s target date is identified in the Annual Action Plan as December 30, 2024. The City intends to coordinate with other public agencies and private organizations, including Kings Community Action Organization (“KCAO”), in the facility’s planning and will contribute CDBG funds towards its development.

Grand Jury Finding 2: “The South Hanford Courtyard Community project is not complete or being occupied as of the date of this report.”

City’s Response to Finding 2: The City is not a party to the South Hanford Courtyard Community project and is unaware of its status.

Recommendation 2: “Make the South Hanford Courtyard Community project an imminent priority.”

City's Response to Recommendation 2: The City concurs with Recommendation 2 that the project should be an imminent priority. The City, however, is not a party to and possesses no control over the project.

Grand Jury Finding 3: "The Behavioral Health grants have been awarded but have yet to be implemented."

City's Response to Finding 3: The City is not a party to the grants and is unaware of their status.

Recommendation 3: "Behavioral Health should follow through as soon as possible with the implementation of their mobile unit programs."

City's Response to Recommendation 3: The City concurs with Recommendation 3 that Behavioral Health should follow through as soon as possible with the implementation of the mobile units program. As the City possesses no authority over that agency, the City's role in the matter is limited to encouraging Behavioral Health to move forward with the program.

Grand Jury Finding 4: "There is a need in our community for a low barrier shelter in Kings County."

City's Response to Finding 4: The City concurs with Finding 4 that the community needs a low barrier shelter in Kings County.

Recommendation 4: "Continue to look for land that is appropriate for a low barrier shelter. Institute the KCAO plan for such a low barrier shelter soon."

City's Response to Recommendation 4:

As noted above in the City's Response to Recommendation 1, the City's 2023-2024 CDBG Annual Action Plan includes two hundred thousand dollars (\$200,000.00) in funding for a homeless navigation center to be located in Hanford. The City intends to coordinate with other public agencies and private organizations, including KCAO, in the facility's planning and will contribute CDBG funds towards its development.

City of **H A N F O R D**

CALIFORNIA 93230
CITY OFFICES 319 NORTH DOUTY STREET



MAYOR
TRAVIS PADEN
VICE MAYOR
MARK KAIRIS

COUNCIL MEMBERS
KALISH MORROW
DIANE SHARP
LOU MARTINEZ

CITY MANAGER
MARIO CIFUENTEZ

July 10, 2023

The Honorable Michael Reinhart, Presiding Judge
c/o The Honorable Shane Burns, Advising Judge
Kings County Superior Court
1640 Kings County Drive
Hanford, CA 93230

RE: City of Hanford Response to Grand Jury Report Regarding Homeless Issues

Dear Judge Burns:

The City of Hanford ("City") hereby responds to the Kings County Grand Jury's 2022-2023 Report regarding homeless issues. The enclosure represents the response of the Hanford City Council, Hanford's Mayor, and Hanford's Police Chief.

The City appreciates the Grand Jury's diligence and trusts that the enclosure addresses the Grand Jury's findings and recommendations.

Sincerely,

HANFORD CITY COUNCIL

By: _____
TRAVIS PADEN
Mayor

By: _____
MARK KAIRIS
Vice Mayor

By: _____
LOU MARTINEZ
Council Member

By: _____
KALISH MORROW
Council Member

By: _____
DIANE SHARP
Council Member

cc: Grand Jury

SPOTLIGHT ON OUR HOMELESS CRISIS

May 26, 2023

SUMMARY

The 2022-2023 Kings County Grand Jury (Grand Jury) acknowledges that the homelessness issue is overwhelming in many cities. To deal with such a vast problem, the 2022-2023 Grand Jury decided to cover just four of the major ongoing homeless projects in Hanford.

Through investigation the Grand Jury was made aware of a proposal for a navigation center submitted in 2018 (approximately) by the Hanford Police Department. The idea was to have a one-stop-shop navigation center that would provide a central location for the homeless to obtain resources and services. It was not to be a location where homeless individuals would sleep. There remains a need for a navigation center (a one-stop shop) in Hanford for the homeless.

Several agencies within Hanford, to include but not limited to police and Human Services, serve Kings County. Their efforts are inefficient due to a lack of a central location where homeless individuals and families can find needed services (navigation center).

The Hanford Police Department's Homeless Assistance Response Team (HART) which was established in 2020 to assist the homeless population, is a valuable part of our community. HART researched the well thought out proposal for a navigation center. Implementing this proposal is an essential first step in addressing our ongoing homeless crisis.

The South Hanford Courtyard Community project, a partnership between the Kings County Human Services Agency (KCHSA) and the Kings Gospel Mission (KGM), is not being occupied as of the date of this report. This affordable housing complex should be made an urgent priority.

Kings County Behavioral Health (KCBH) has received two grants to provide services to the homeless by deploying a mobile unit that will visit encampments and provide services to our children in their schools.

Kings Community Action Organization (KCAO) has a plan for a new food bank and a low barrier homeless shelter to serve Kings County. The Grand Jury would like to see this as a second step for our homeless community.

BACKGROUND

Homelessness is a very large, broad, and complex issue. It will not be solved easily. Johann Wolfgang von Goethe stated, *"It is not enough to take steps which may someday lead to a goal; each step must be itself a goal and a step likewise"*. It is important that the issue of homelessness be broken down into obtainable steps. Small steps, such as a navigation center, can be put into action showing results obtained by critical analysis from government and citizens alike. The way to build a community's trust in large projects such as a low barrier shelter (defined as: a housing-first, low-

barrier, temporary, service-enriched shelter focused on helping homeless individuals and families to quickly obtain permanent housing), is by doing a small navigation center (step one) well and showing that it is nothing to be feared. Permanent housing should be made a goal only after a person is shown to be mentally capable, drug free and demonstrates the responsibility to take care of said permanent housing.

The City of Hanford is the county seat and has the majority of resources available to the homeless community. It is where Health and Human Services, Behavioral Health, etc., have their offices. Resources for the homeless such as soup kitchens and other free-to-the-public services in Kings County can also be found in the Hanford area.

The Grand Jury sees the second step as a low barrier shelter where the homeless would be able to spend the night. This would also fulfill the needs of *Martin v. Boise* (2018). This was a decision by the U.S. Court of Appeals for the Ninth Circuit in response to a 2009 lawsuit by six homeless plaintiffs against the city of Boise, Idaho regarding the city's anti-camping ordinance. The ruling held that cities cannot enforce anti-camping ordinances if they do not have enough homeless shelter beds available for their homeless population.

Navigation Center

"A navigation center is typically described as a low barrier and high service environment for adults experiencing homelessness." The Grand Jury proposes that the soon to be vacated Juvenile Hall building be used as a small navigation center (step one). It is an existing structure in the center of Hanford that is equipped with a kitchen, showers, laundry, and divided spaces (with charging ports) that could be easily converted to fit any current needs with minimal financial cost to taxpayers.

This area of the city already has many services and amenities nearby such as:

- KART transportation
- Mental Health Services (Kings View)
- Job Training – downtown Hanford
- Human Services – County Center
- Veterans Services – County Center
- Social Security – Downtown Hanford
- Library – Downtown Hanford
- Hospital – Campus Way
- Sheriff Department – County Center
- Urgent Care – Lacey and Campus Avenue
- Grocery Store – 12th and Lacey
- Fast Food – 12th and Lacey
- DMV, for Id's etc. – 11th and Hanford Armona
- Thrift Store – 11th and Railroad Tracks
- Possible Space for tents – 3rd and 11th
- Possible Space for tents – behind the old Juvenal Hall yard area
- Salvation Army – E. Ivy Street and North White

- Soup kitchen – N. Douty Street and East 11th

Starting out with and being successful with, a navigation center that handles the daily needs of local Hanford homeless, will earn the communities trust that perhaps a low barrier shelter down the road should not be feared as a second step in addressing our homeless issue. San Rafael California is an example of a successful effort completed by a similar city like Hanford in trying to combat the issues that come with homelessness.

HART

In 2020, officers of Hanford Police Department's HART which is part of the Hanford Police Department, researched the proposal to establish an accessible Homeless Resource Center (navigation center) in downtown Hanford. The proposed navigation center would have provided a central location for homeless to obtain resources and services such as Behavioral Health Services, medical care, and access to community partners, information on shelter and housing opportunities, etc., Homeless individuals could also take care of essential needs such as personal hygiene, laundry and be provided with a Wi-Fi connection to contact loved ones. This center would have the ability to collect data on the true scale of homeless persons and their needs in Kings County. This project had the support of Hanford City Council but was defeated when a group of business owners and some citizens objected. Not in my backyard (NIMBY) seems to be prevalent. HART's efforts and recommendations for a navigation center should be applauded. Currently the police are only able to ask the homeless to move on and do not have anywhere to take homeless persons who are staying in front of businesses or are on private property.

Grand Jury members took the opportunity to ride along with the two Hanford HART officers during the month of January 2023. The members learned and saw firsthand what the officers deal with each day. There are many encampments, single tents and motor homes being used by the homeless in our city streets and on private property. The HART members have great knowledge of where the homeless are staying, they have developed relationships with them and try to help them match their needs with available services.

Affordable Housing

KCHSA is working with KGM in a partnership to provide 24 small prefab two-bedroom one-bathroom houses called South Hanford Courtyard Community. This project was to be fully operational by June 30, 2021, but the actual groundbreaking took place in October of 2022 and was to be occupied starting in March of 2023. As of the date of this report, the project has not been completed nor are there any people residing there. The delays were due to unforeseen circumstances.

Mobil Crisis Units

The KCBH has recently applied for and received two grants.

- 1) (CHFFA) grant – California Health Facilities Financing Authority - which would fund a school and child welfare services mobile crisis support team.
- 2) (CCMU) grant – Crisis Care Mobil Unit Program - would fund the deployment of a mobile services unit in the community and would provide much needed services to our homeless population.

Low Barrier Shelter

KCAO has introduced a plan for a combined community food bank and a low barrier shelter in Armona or Hanford. The neighbors around the proposed Armona site have expressed concerns about the location so the Kings County Board of Supervisors has forgone that as a possible site.

KCAO would have a presence and be a valuable resource in the new navigation center with the goal of implementing their well thought out combined food bank/low barrier shelter as a second step in the near future.

METHODOLOGY

The Health and Human Services Director was interviewed on September 14, 2022, November 16, 2022, and April 12, 2023.

Members of the Behavioral Health Department were interviewed on November 7, 2022, and again on February 1, 2023.

The Grand Jury interviewed HART officers on November 9, 2022.

The Grand Jury interviewed the Superintendent of Hanford Elementary School District on December 19, 2022.

The Grand Jury interviewed the Director of Kings County Probation Department on January 18, 2023.

Members took the opportunity to ride along with Hanford's HART during the month of January 2023.

The Grand Jury interviewed the Director of KCAO on November 9, 2022, and January 25, 2023.

Homelessness Collaborative meetings were attended by members of the Grand Jury.

The soon to be old Juvenile Hall building was toured on January 10, 2023.

The Grand Jury took a tour of the soup kitchen located at The Episcopal Church of the Savior on February 2, 2023.

The Grand Jury met with a representative of the Kings-Tulare Homeless Alliance on March 17, 2023.

The Grand Jury gathered information from the 2020-2021 Grand Jury's prior report that covered a proposal by the HART officers for an accessible Homeless Resource Center.

DISCUSSION

The following are a few of the homeless projects that the Grand Jury chose to highlight and does not represent a complete list of projects that are ongoing throughout our County.

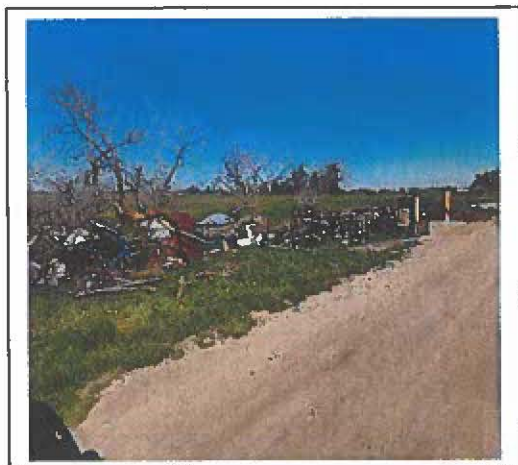
Navigation Center:

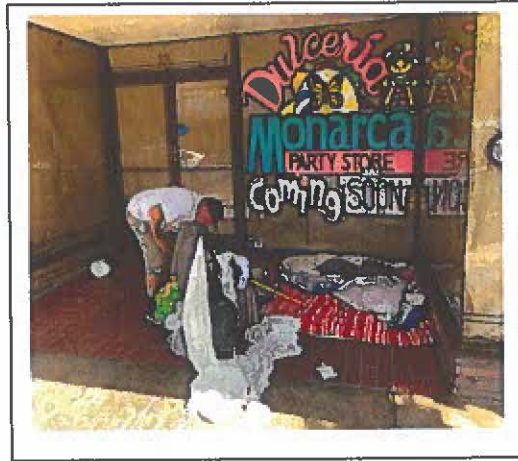
Officers from the HART team researched the proposal to establish an accessible Homeless Resource Center in downtown Hanford. Homeless persons would have access to resources and services from providers such as Behavioral Health, medical care, and community partners. The center was not proposed to be a shelter where homeless people would sleep.

Please see Exhibit A for the details of the HARTs proposed plan on page 11.

Nothing came of this idea even with the support of Hanford City Council, as some business owners and some residents had concerns about the project.

Grand Jury members went with HART officers on ride-a longs during the month of January 2023. The HART officers continue to take a proactive and problem-solving approach to working with the homeless and have a direct impact on the quality of life for Hanford's unhoused community, residents, and business owners.



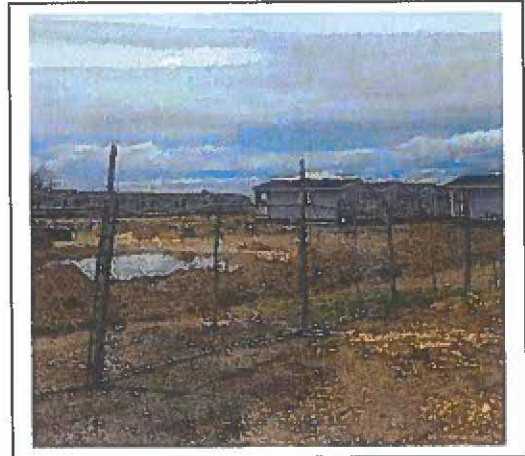
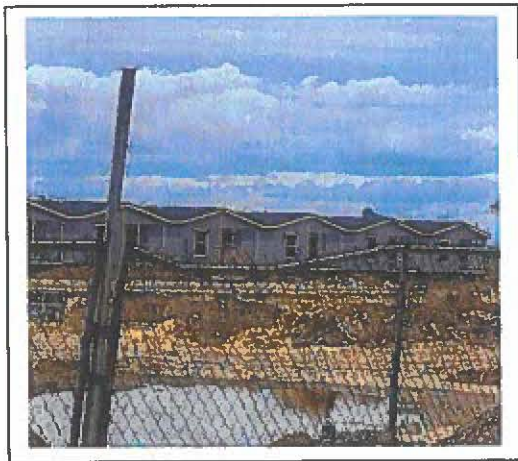


Affordable Housing:

On December 21, 2021, the State of California Housing & Community Development awarded the County of Kings \$4,434,614 as part of a \$600 million program, to purchase and rehabilitate housing including hotels, motels, vacant apartment buildings and other properties and to convert them into permanent, long-term housing for people experiencing or at risk of experiencing homelessness. The projects also included new developments and manufactured home construction. KCHSA is working with KGM in a partnership to provide 24 small prefab two-bedroom one-bathroom houses called South Hanford Courtyard Community. This is a permanent affordable supportive housing development on four-acres located on 10th avenue just south of the Fairgrounds. This property is owned and operated by Kings Gospel Mission under a 55-year restrictive covenant.

Kings County through the KCHSA was to purchase 24 “affordable housing units” in December of 2020. Four of the units were to be for possible disabled clients. The total units have since been decreased to 20 units. The units were to be 50% operational no later than March 30, 2021, and fully operational no later than June 30, 2021. The community was to be setup in a courtyard configuration to encourage self-policing, peer-support activities, and create a community setting. There were to be offices and a common area clubhouse located in the center to encourage all inhabitants to participate in the community. Each structure would be fully furnished with standard appliances, beds, dressers, a table, and a couch. Each house will have a back patio with space for a small back yard. A food court

has been suggested that is meant to provide healthy food options for a low price. KGM will own and operate the premises and the referrals will come from KCHSA.



Behavioral Health:

Behavioral Health has recently filed for two mobile crisis grants. The following was provided by Kings County Behavioral Health.

- 1) *School and Child Welfare Services Mobile Crisis Support Team (CHFFA Grant):*
The contract for the Kings County Behavioral Health children's full-service Partnership (FSP) program to expand to host a Mobile Crisis Support Team (MCST) that will respond specifically to children and youth in crisis at schools and at Child Welfare Services (CWS) Monday through Friday during school and CWS hours has been drafted for fiscal year 2023/2024 and is with our legal counsel for review. Once the contract is executed on July 1, 2023, the vendor, Aspiranet, will go into a start-up period to add the team which it is anticipated will be done and services started by September 2023.
- 2) *Community-wide mobile Crisis Planning Grant (CCMU):* *the planning process began February 9, 2023, through the convening of a Stakeholder Group to advise and steer the planning efforts. From there, an assessment design was developed to include survey tools, focus groups guides, and key information interview questionnaires. The first focus group occurring on Wednesday April 19, 2023, with the Avenal Family Engagement Center and Avenal school representatives. Additional focus groups, key informant interviews, and surveys will be completed through the April 19, 2023, in Spanish and English online for all to share as broadly as possible throughout the County of Kings to try to garner the voice of the community in relation to their crisis experiences if applicable and their perspectives of mobile crisis services. Once the surveys, focus groups, and interviews are closed (May 10, 2023), the results will be used to create an Action Plan by June 30, 2023, which the Grantor requires for which Kings County Behavioral Health will then transition into the development phase of developing a Request for Proposal (RFP) for community-wide mobile crisis services and a grant to deploy a community-wide mobile crisis vehicle to the homeless community.*

This mobile unit would bring much needed services to the homeless on the street and in homeless camps. The exact format is still being worked out.

KCAO Kings County Action Organization:

It was brought to the Grand Jury's attention during a Homeless Collaborative meeting that there is an idea for a low barrier shelter being discussed (step two). We interviewed the Director of the Homeless Collaborative and the Director of KCAO to find out about his proposal. KCAO owns five acres of land in Armona where they were planning to put a new, large Food Bank. This idea has expanded to include:

- 65,000 square foot warehouse for a Food Bank-cold and dry food, a centralized kitchen, office space, and general storage space.
- 15,000 square feet for a Housing Navigation Center, access to case management, primary medical care, and behavioral health care.
- Low Barrier Shelter would have between 150-200 beds, showers, restrooms, dining area, laundry, mail/phone services, and kennels.

A job training/experience program would be established to provide experience in warehousing, maintenance, kitchen support, landscaping, etc. Working would not be a requirement for staying at the shelter but would be encouraged. Security would also be on site.

The joint use of such a facility would centralize services, staff, and support operations for the homeless. The belief is that the joint use of such a facility would also attract public and private funding for construction and operation. The estimated cost of developing the site and building would be between \$13 million and \$16 million. \$1,400,000 has been secured through a grant from the State for the food bank expansion. The annual cost to operate the facility is estimated to be \$1,200,000. Current funding from state and federal agencies will contribute to the operating costs and additional funds from State grants will be sought for the shelter/housing navigation services. A joint power agreement (JPA) between local cities and Kings County will be sought to fund a portion of the operating costs on a cost allocation basis.

FINDINGS

F1. There is a great need for a navigation center in Hanford.

F2. The South Hanford Courtyard Community project is not complete or being occupied as of the date of this report.

F3. The Behavioral Health grants have been awarded but have yet to be implemented.

F4. There is a need in our community for a low barrier shelter in Kings County.

RECOMMENDATIONS

- R1. Use part or all of the soon to be vacated juvenile hall building for a temporary navigation center (first step).
- R2. Make the South Hanford Courtyard Community project an imminent priority.
- R3. Behavioral Health should follow through as soon as possible with the implementation of their mobile unit programs.
- R4. Continue to look for land that is appropriate for a low barrier shelter. Institute the KCAO plan for such a low barrier shelter soon.

REQUIRED RESPONSES

California Penal Code § 933 (c), provides in part: “No later than 90 days after the Grand Jury Submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the Grand Jury had responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court...”

Hanford City Council
319 N. Douty Street
Hanford, Ca 93230

Kings County Board of Supervisors
1400 West Lacey Boulevard
Hanford, Ca 93230

INVITED RESPONSES

David Robinson
Sheriff Coroner – Public Administrator
1570 Kings County Drive
Hanford, Ca 93230

Parker Sever
Chief of Police Hanford
425 North Irwin
Hanford, Ca 93230

Jeff Gardner
Executive Director of KCAO
1130 North 11th Avenue
Hanford, Ca 93230

Wendy Osikafo, Director
Human Services Agency of Kings County
Government Center 1400 West Lacey Boulevard
Hanford, Ca 93230

Lisa D. Lewis, Ph.D., Director
Kings County Behavioral Health
460 Kings County Drive Suite 101
Hanford, Ca 93230

SEND FINAL REPORT RESPONSES TO:

Original to:
Michael Reinhart, Presiding Judge
c/o Shane Burns, Advising Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

Copy to:
Kings County Grand Jury
P. O. Box 1562
Hanford, Ca 93232

Exhibit A

Researched and provided by the Hanford Police Department

Homeless Service Center proposed by the Homeless Assistance Resource Team

Purpose: Develop a model of care that centers around a centralized location for the delivery of services for the homeless population. Services would address not only the basic needs of the clients, but also holistic treatment and employment.

Overarching Goals:

Phase I will focus on the following needs: rapport building (enhancing trust of service acceptance/compliance), providing ability for clean clothes and bathing, medical treatment, mental health and substance use treatment, mail, lockers for secure storage of personal belongings, work crew opportunities, employability training, benefit activation, and case management.

Phase II will focus on the continuation of Phase I as well as emergency temporary sheltering of those clients who require such a service.

Desired Outcomes: Kings County community residents who are clean and groomed, engaged in a purposeful routine, treated for any ailing conditions, and who are employable and able to be housed. By being presentable, stabilized behaviorally, and carrying less in carts/bags, they will have dignity restored.

The outcome will be less recidivism in the hospitals and jails, less police action required for this population, less crisis and urgent care services, and less incidents of community/business fears and destruction.

We recognize that the homeless population is not easy to define, and that each homeless person possesses unique circumstances and characteristics; however, for the purposes of developing the model of care, we have identified the following categories of homeless:

Group A

1. At-risk: this is the population that is on the cusp of homelessness.

Requires services to restore or improve their life quality and ensure that they remain housed, treated, and in compliance with their case plan.

Such services could include:

- Utilities and rental assistance – Priority is housing stabilization. The Housing Navigator would work with the client to establish stable housing.*
- Case management* - Assessment of needs to support the person and/or family. This could include benefit eligibility and activation (SSI, SSDI, CalWorks, etc.), employability training, employment and educational assistance as well as clothing and housing necessities. If this is a family*

with children, connecting the children with age-appropriate educational support through tutoring or developmental programs (as available through First 5 Family Resource Centers).

- • *Mental health and/or substance use disorder treatment – Assessment of mental health status and medication stabilization for any mental health diagnosis and psychotropic evaluation needs. This would include ongoing counseling and medication. This could also include medication assisted treatment, withdrawal management, residential treatment, or outpatient based services.*
- • *Medical treatment – Referring and/or providing complete physical exams including vision and dental with routine follow up. This would include medication adherence monitoring to ensure appropriate care.*
- • *Transportation – This is to support all activities listed above so as to support the person and/or family to stable housing and employment where the person/family is able to self- sustain. This would be done through vouchers or the personal vehicle of the person/family which may need a smog check, maintenance or other support measures to keep the automobile operating.*
- • *Pet support – Provide access to food, shelter, care and treatment of pets as these animals tend to be significantly important to the person and/or family.*
- • *Café work crews*

2. Newly homeless: this is the population that entered the state of homelessness within the last 6 months.

Requires services to restore and improve previous quality of life.

Such services could include:

- • *Housing – Priority is accessing housing with the goal of housing stabilization. Rapid Re-Housing program for those who qualify, shelter for those who qualify.*
- • *Case management – Assessment of needs to support the person and/or family as they transition from homelessness to stable housing and employment. This could include eligibility and benefit activation (SSI, SSDI, CalWorks, etc.), employability training, employment and educational assistance as well as clothing and housing necessities. If this is a family with children, connecting the children with age-appropriate educational support through tutoring or developmental programs (as available through First 5 Family Resource Centers).*
- • *Mental health and/or substance use disorder treatment – Assessment of mental health status and medication stabilization for any mental health diagnosis and psychotropic evaluation needs. This would include ongoing counseling and medication. This could also include medication assisted treatment, withdrawal management, residential treatment, or outpatient based services.*
- • *Medical treatment – Referring and/or providing complete physical exams including vision and dental with routine follow up. This would include medication adherence monitoring to ensure appropriate care and care coordination and care coordination.*
- • *Transportation – This is to support all activities listed above so as to support the person and/or family to stable housing and employment where the person/family is able to self- sustain. This would be done through vouchers or the personal vehicle of the person/family which may need a smog check, maintenance or other support measures to keep the automobile operating.*
- • *Pet support – Provide access to food, shelter, care and treatment of pets as these animals tend to be significantly important to the person and/or family.*
- • *Café work crews*

3. *Homeless who are seeking/accepting: Those who are homeless longer than 6 months, who are open and willing to receive services.*

Requires services to restore and improve their previous quality of life.

Such services could include:

- *Housing – Priority is getting this person to accept housing since this person is less likely to want to live in housing. The Housing Navigator would work to get this person into shelter for those who qualify, and then move toward permanent supportive housing.*
- *Case management – Assessment of needs to support this person as they transition from homeless to housing with the potential for employment and/or disability. Highest priority would be on benefit eligibility and activation (SSI, SSDI, CalWorks, etc.), working with the Public Guardian, and stabilization of housing. This may include employability training, employment and education assistance as well as clothing and housing necessities. Rapport building is important for this population due to length of time homeless.*
- *Mental health and/or substance use disorder treatment – Assessment of mental health status and medication stabilization for any mental health diagnosis and psychotropic evaluation needs. This would include ongoing counseling and medication. This could also include medication assisted treatment, withdrawal management, residential treatment, or outpatient based services.*
- *Medical treatment – Referring and/or providing complete physical exams including vision and dental with routine follow up. This would include medication adherence monitoring to ensure appropriate care and care coordination and care coordination.*
- *Transportation – This is to support all activities listed above so as to support the person to stable housing and employment where the person is able to self-sustain.*

Pet support – provide access to food, shelter, care and treatment of pets as these animals tend to be significantly important to the person.

- *Café or general work crews*

Group B

Severely mentally ill and/or substance using: those that are so ill that they require extreme interventions.

Requires services to treat severe illness, could be inclusive of Conservatorship, Board and Care placement and similar services.

- *Mental health and/or substance use disorder treatment – Priority is to get this person into care and on appropriate medications. Assessment of mental health status and medication stabilization for any mental health diagnosis and psychotropic evaluation needs. This would include ongoing counseling and medication. This could also include medication assisted treatment, withdrawal management, residential treatment, or outpatient based services.*
- *Housing – Priority is getting this person to accept housing since this person is less likely to want to live in housing. The Housing Navigator would work to get this person into shelter for those who qualify, and then move toward permanent supportive housing.*

- *Case management – Assessment of needs to support this person as they transition from homeless to housing with the potential for employment and/or disability. Highest priority would be on benefit eligibility and activation (SSI, SSDI), working with the Public Guardian, and stabilization of housing. This may include connecting this person with relatives/friends who could also provide support as this person transitions to their optimal state of wellness.*
- *Medical treatment – Referring and/or providing complete physical exams including vision and dental with routine follow up. This would include medication adherence monitoring to ensure appropriate care and care coordination and care coordination.*
- *Transportation – This is to support all activities listed above so as to support the person to stable housing and optimal state of wellness.*
- *Pet support – Provide access to food, shelter, care and treatment of pets as these animals tend to be significantly important to the person.*

Medically fragile: those who have an impairing medical condition that requires extreme intervention.

- *Medical treatment – Referring and/or providing complete physical exams including vision and dental with routine follow up and care coordination. This would include medication adherence monitoring to ensure appropriate care, and may include specialty care depending on the complex chronic illnesses.*
- *Housing – Priority is getting this person to accept housing since this person is less likely to want to live in housing. The Housing Navigator would work to get this person into shelter for those who qualify, and then move toward permanent supportive housing.*
- *Case management – Assessment of needs to support this person as they transition from homeless to housing with the potential for employment and/or disability. Highest priority would be on benefit eligibility and activation (SSI, SSDI), working with the Public Guardian, and stabilization of housing.*
- *Mental Health and/or substance use disorder treatment – Assessment of mental health status and medication stabilization for any mental health diagnosis or substance use disorder treatment.*
- *Transportation – This is to support all activities listed above so as to support the person to stable housing and optimal state of wellness.*
- *Pet support – Provide access to food, shelter, care and treatment of pets as these animals tend to be significantly important to the person.*

Group C

Homeless who are resistant to services and interventions: those who have no desire to alter their living circumstances.

Requires outreach services to improve the safety and health of their situation without forcing or requiring the need for clients to seek employment/shelter/ or treatment.

Such services could include roving case management, delivery of basic resources where the client is. Attempting to build rapport for increased likelihood of service acceptance and usage.

- *Case management – Priority is to connect with services while supporting the person in the field, inclusive of benefit eligibility and activation.*

- *Medical - Priority is to maintain optimal health status. This would include medical screening and triage, provision of immunizations, and medication management.*
- *Mental Health – Assessment of mental health status and medication stabilization for any mental health diagnosis.*
- *General work crew – This could be a viable option for the clean-up work crews, would provide rapport building, client buy-in, and stipends for necessities.*

**Case management is a comprehensive approach to identifying the needs of the client through an assessment of the medical/mental conditions; physical needs such as food and clothing; social/emotional status; housing/physical environment; familial/social support systems; training needs for community living; and education/vocational needs. This includes the development of a comprehensive individual service plan, which include the nature, frequency, and duration of services and assistance required to meet the identified needs, and specific strategies to achieve the client outcomes. Implementation of the service plan will include arranging appointments and/or transportation to the medical/mental, social, educational and other services; and crisis assistance planning for situations requiring immediate attention or resolution.*

Although the above represent the general Model of initial treatment and case plan design, each case would be evaluated on an individual basis. It is further expected that clients may move between the various categories as their conditions or circumstances may change.

Proposed Services at the Homeless Service Center

- *Syringe Exchange Program – Ongoing with supplies from Kings County Health Department (KCHD). Need storage space for supplies.*
- *Immunizations done through KCHD. One time/month. Need a room with chairs or an exam room.*
- *HIV testing – ongoing with rapid tests so immediate results and referral to CARE Program for specialty case management, and to Dr. Wong for medical care. Need a room with chairs or exam room.*
- *STI diagnosis and treatment – Ongoing if working under an MOU with KCHD. Nurse could follow standardized procedures. Supplies and medications to be provided by KCHD. This is particularly important due to the high number of STIs, in particular chlamydia, gonorrhea and syphilis among meth users. Need an exam room.*
- *Outpatient primary care – contracted with Adventist Health. Would need two exam rooms to maximize the efficiency of the physician while on site. The exam rooms would need to have sinks with running water, exam table, and basic equipment to take vital signs and point of care waived testing. Dental – all-in-one chair. Disposable equipment so as to not need an autoclave. The instruments could be supplied by the contracted dentist. Vision – basic equipment to provide basic exams.*
- *Mental health/substance use disorder treatment – available daily. Counseling rooms needed.*
- *Eligibility worker and housing navigator – need counseling room*
- *Veteran’s services/ public guardian – need counseling room*
- *Legal services – need counseling room*
- *Court services/restorative justice – need classroom*

- *Life skills training, employment training, vocational training – need classroom or computer lab*
- *Education/GED – work with Hanford Adult School – need classroom or computer lab*

Space Considerations

Computer Lab – Need computers, desks, and chairs for 4-5 computers, and internet access

Food Pantry – Need shelving for storage of food as determined through a consult with dietitian (Dietary Directions – Fresno) on which basic foods for living on the street and provided through the Community Food Bank

Clothing Shop – Need racks for hang up clothes, and shelves for shoes and folded clothing

Housing start up kits – Need assembly room with a large table plus large shelves for storage of the kits

Laundry – Need 2 washers and 2 dryers plus a counter for folding clothes.

Showers – Need 3 each men's and women's shower plus one handicap accessible; wall mounted soap/shampoo dispensers; storage space for supplies, towels and washcloths

Barbershop/hairdresser space – Need chair that raises and lowers located near the showers

2 Exam Rooms with sinks and running water – Need exam tables and equipment; supplies storage

1 Dental Operatory with a sink and running water – Need dental chair and supplies storage

4 Counseling Rooms – Need comfortable seating with tables and chairs, computers and telephone with Cat 6 lines.

Storage for medical supplies, syringe exchange program supplies, HIV testing supplies.

Storage for laundry and shower supplies

Dining Room with Kitchen and counter for beverages (this would double as the common room). Need table and chairs, storage for supplies (will need to work with the Soup Kitchen to establish detailed needs). Need storage for supplies such as jigsaw puzzles, games etc. Need a wall – mounted television.

Classroom – Need tables and chairs to accommodate 25 people and have the ability to be set up in either rectangle or classroom style. If possible, have the room was equipped with a computer and projector or large screen TV for presentations, and a conference line.

Administrative space – Need office space for Coordinator, case managers, program manager; security office including desk, chair, computer, and a locked file room with locking cabinets. This area needs to be secured during non-business hours.

Personal storage space – Need warehouse-type space with individual lockable space, perhaps a covered area outside to cut down on odors and pests.

Pet Kennels – Need 8 individual spaces for pets.



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Adoption of Resolution 23-21-R, Supporting the request of \$287,500 from the California Department of Housing and Community Development (HCD) State of California's 2020 Community Development Block Grant program for unclaimed Corona Virus Response (CDBG-CV) that has been made available for previous Construction Project Grantees.

RECOMMENDATION:

Recommendation: That the City Council, by motion, Adopt Resolution No. 23-21-R.

BACKGROUND:

On June 8, 2023, the City received notification that additional unclaimed CDBG-CV funding was available for Construction Project Grantees. Staff would like to pursue an augmented award of \$287,500 for the rehabilitation of the Sunrise. The rehabilitation of the Sunrise Apartments (formerly Stardust Motel) on Lacey Boulevard is a stand-alone project to convert this property from temporary to permanent housing for persons experiencing homelessness. The rehabilitation will include fully converting the 22 apartments into permanent housing. This would close the funding gap for the project.

In June 2022, the Council approved Resolution 22-25-R for \$1,150,000 in funding from the 2020 Community Development Block Grant Program - Corona Virus Response (CDBG-CV2) for the Sunrise Project.

The approved 22-25- Resolution and Staff Report dated June 21, 2022, is attached for reference.

FISCAL IMPACT:

ATTACHMENTS:

1. 6-21-2022 Staff Report
2. 23-21-R CDBG-CV Unclaimed
3. 22-25-R



AGENDA STAFF REPORT

MEETING DATE: 6/21/2022	AGENDA SECTION: L
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SUBJECT:

Community Development: Adoption of Resolution NO. 22-25-R; Revising the Funding amount from the State of California Department of Housing and Community Development (HCD) Block Grant Program Corona Virus Response (CDBG-CV2) that was previously approved by Council through the adoption of Resolution No. 21-19-R

RECOMMENDATION:

That the City Council, by motion, Adopt Resolution No. 22-25-R.

BACKGROUND:

In May 2021, the City applied for \$1,100,000 to support local affordable housing, and Council approved the submittal of Resolution 21-19-R. The funding was made available from the 2020 Community Development Block Grant Program - Corona Virus Response (CDBG-CV2) and the 2020/21 funding year of the State's CDBG Program.

In May 2022, the State Department of Housing & Community Development (HCD) directed the city to update the funding amount from \$1,100,000 to 1,150,000 and submit a new resolution with the change. The only update on the new resolution is the award amount of \$1,150,000 and the update to the activity description.

Attached for reference are the approved 20-19-R Resolution and Staff Report dated May 18, 2021.

FISCAL IMPACT:

ATTACHMENTS:

CDBG-CV2 Resolution 22-25-R 6.21.22
21-19-R-Sunrise Apartments Approved and Signed



RESOLUTION NO.23-21-R

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPONSE (CDBG-CV) AND/OR THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM

BE IT RESOLVED by the City Council of the
City of Hanford as follows:

SECTION 1:

The City has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount of, not to exceed, \$1,100,000 for (i) the following CDBG-CV activities, pursuant to the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment, and/or (ii) the following CDBG activities, pursuant to the CDBG Method of Distribution as described in the State of California 2020-2021 Annual Action Plan January 2021 Substantial Amendment:

List activities and amounts

The rehabilitation of the Sunrise Apartments (formerly Stardust Motel) on Lacey Boulevard as a stand-alone project to convert this property from temporary to permanent housing for persons experiencing homelessness. The rehabilitation includes the full conversion of 22 apartments into permanent housing. This augmented CDBG-CV2 award will be used to cover construction material and labor cost increases incurred since the initial award.

Amount: \$ 287,500

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$ 287,500 for the CDBG-CV activities and/or CDBG activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation

Department of Housing and Community Development
Revised 04/12/2021

2020 CDBG/CDBG-CV



requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the Insert title of designated official, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Insert title of designated official or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and all subsequent amendments thereto with the State of California for the purposed grant.

SECTION 6:

If an application is approved, the Insert title of designated official or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation, without limitation, including any covenant or regulatory agreement as may be required by the State of California from time to time in connection with the grant.

** **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form, legality, or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hanford held on July 18, 2023, by the following vote:



3

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Travis Paden
Mayor of the City of Hanford

STATE OF CALIFORNIA
City of Hanford of Kings County

I, Natalie Corral , City Clerk of the Cit of Hanford, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this 18 day of July, 2023.

Natalie Corral, City Clerk of the City of Hanford

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

**RESOLUTION NO.22-25-R****A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM – CORONAVIRUS RESPONSE (CDBG-CV) AND/OR
THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the City Council of the
City of Hanford as follows:

SECTION 1:

The City has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount of, not to exceed, \$1,150,000 for (i) the following CDBG-CV activities, pursuant to the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment, and/or (ii) the following CDBG activities, pursuant to the CDBG Method of Distribution as described in the State of California 2020-2021 Annual Action Plan January 2021 Substantial Amendment:

List activities and amounts

The rehabilitation of the Sunrise Apartments (formerly Stardust Motel) on Lacey Boulevard, is a stand-alone project to convert this property from temporary to permanent housing for persons experiencing homelessness. The rehabilitation will include the full conversion of the 22 apartments into permanent housing. The scope of work includes the modification of up to twelve efficiency units to meet HUD Housing Quality Standards. In all units, modifications will include new paint, new window blinds and furniture, flooring repair and replacement, bathroom sink and shower replacement, full kitchens added, walk-in closet added, and some electrical, mechanical, and plumbing upgrades. In addition to the residential spaces, the management office and residence will be converted into a 1-bedroom apartment for staff along with a property manager's office, a service office, and shared bathroom facilities. The parking lot will be stripped and adjusted to allow for additional parking and new bike racks. In accordance with the Site Plan Review conducted by the County of Kings, the project scope also includes adding a new parking lot. The laundry facilities will be redesigned to accommodate ADA upgrades. Life-safety updates will include prefabricated

Department of Housing and Community Development
Revised 04/12/2021

2020 CDBG/CDBG-CV



staircases replaced on the exterior of the building, as well as exterior railings updated to meet code requirements. Units will be converted from interim to permanent housing one by one as the timing of project funds allows.

Amount: \$ 1,150,000

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$ 1,150,000 for the CDBG-CV activities and/or CDBG activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager or designee* is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager or designee* is authorized to sign and submit Funds Requests and all required reporting forms and other documentation, without limitation, including any covenant or regulatory agreement as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hanford held on June 21, 2022, by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.



AYES: Morrow, Sharp, Ramirez, Saltray ABSENT: 0
NOES: 0 Breho ABSTAIN: 0

Kalish Marrow
Kalish Marrow, Mayor
City of Hanford

STATE OF CALIFORNIA
City of Hanford of Kings County

I, Natalie Corral , City Clerk of the City of Hanford of Kings County, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21 day of June 2022.

Natalie Corral
Natalie Corral, Clerk of the City of Hanford

By: _____
Enter Name of City/County Clerk, Title.

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Historic Resources Permit HRA0002-23: a request by Guacamole World to enlarge the existing building and construct a patio for a restaurant. The property is designated as a noncontributing building within the Historic Overlay Zone. The project is located at 125 S. Harris St. (APN 012-046-005)

RECOMMENDATION:

That the City Council, by motion, Adopt Resolution 23-18-R approving Historic Resources Permit HRA0002-23.

BACKGROUND:

See staff report attached.

FISCAL IMPACT:
ATTACHMENTS:

1. Staff Report - Guac World
2. Resolution No. 23-18-R
3. Attachment 1 - Historic Overlay Zone and Properties
4. Attachment 2 - Site Plan and Elevations
5. Notice of Exemption No. 2022-67

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, July 18, 2023**

PROJECT: **Historic Resources Permit HRA0002-23:** a request by Guacamole World to enlarge the existing building and construct a patio for a restaurant. The property is designated as a noncontributing building within the Historic Overlay Zone.

LOCATION: The project is located at 125 S. Harris St. (APN 012-046-005)

STAFF RECOMMENDATION

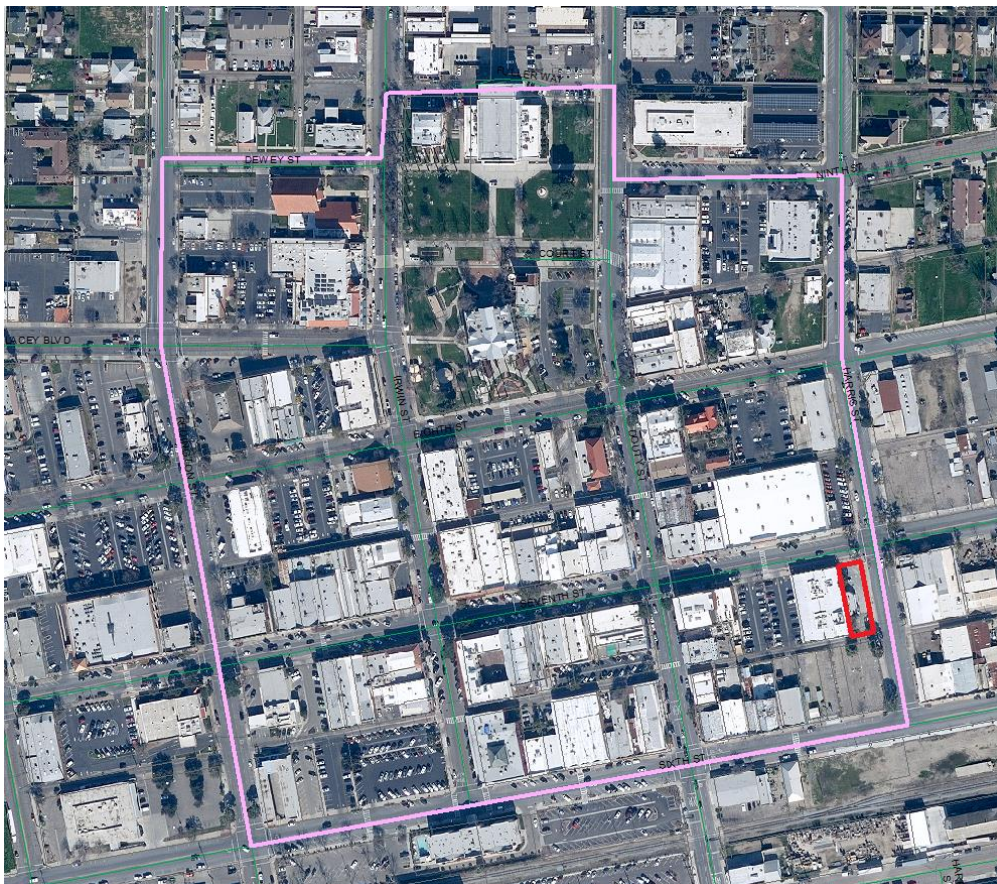
1. Staff recommends that the City Council, by motion, adopt Resolution 23-18-R approving Historic Resources Permit HRA0002-23.

RECOMMENDED MOTION

1. I move to adopt Resolution 23-18-R approving Historic Resources Permit HRA0002-23.

PROJECT DESCRIPTION

The property is located within the Historic Overlay Zone, shown below – outlined in red.



The property is designated as a noncontributing building in the Historic Overlay Zone, as shown on the Historic Overlay Zone Map – **Attachment 1**.

“Noncontributing building” means a structure within a historic district which, in its present condition, does not contribute to the sense of time and place of the immediate area and the district. “Noncontributing building” may include those buildings constructed after the time period featured in a historic district or buildings in which the historical characteristics have been irreparably modified. “Noncontributing building” may also include buildings which, while noncontributing at present, may become contributing through the application of appropriate design criteria.

In accordance with the Municipal Code Section 17.48, alterations to the exterior of a building located within the Historic Overlay Zone are required to be approved through a Historic Resources Permit, which must be approved by the City Council.

Section 17.48.040

No improvement or exterior architectural feature of any improvement shall be constructed or altered or enlarged which is located in the Historic Overlay District or identified as a historic site outside the District, unless a permit is issued pursuant to the terms of this chapter. The section shall not apply to any interior alteration which has no effect on the condition or appearance of any exterior architectural feature of an improvement. No structure listed on a State or National Register shall be moved or demolished, unless a permit is issued pursuant to the terms of this chapter.

Section 17.48.070

- A. A historic resource permit shall be required for any alteration of the exterior features of a building within a designated historic district, or a designated historic building or site, or to construct a new building or improvements upon property within a designated historic district except as otherwise provided in this Chapter 17.48, the City Council shall determine whether a historic resources permit shall be issued. A permit shall not be required for ordinary maintenance and repairs as defined in this section.
- B. Permit Procedures. An application for a historic resource permit shall be made on a form prescribed by the Community Development Department and shall be accompanied by the fees established by resolution of the City Council. The application shall include the information required by Section 17.60.020 for site plan review, complete elevation drawings of the proposed alterations, samples of proposed colors and materials, color photographs of all sides of any existing improvement, building or structure on the site, and such other information as may be required by the Community Development Department. If applicable, the application shall include the information required by Chapter 17.58 (permit for conditional uses) and Chapter 17.62 (planned unit development).

Applications for permits requiring City Council approval shall be placed on the next regular meeting of the City Council. The City Council may approve, approve with conditions, or deny the permit.

Site Description

The building was constructed prior to 1960 and features a base of stucco with large windows extending across large sections of the façade, four doors, and blue stripes painted across the façade above and below the window and door areas facing Harris Street. The roof is flat and contains roof-mounted equipment, all surrounded by a six-inch parapet wall. There are existing paved parking areas on the northern and southern portions of the property. The site was utilized by Chevrolet for many decades. The building has been altered since original construction, including the installation and removal of an awning across the top of the façade, and the placement of wooden boards in front of numerous window openings.

The applicant was required to go through the Site Plan Review process in order to change the use of the building to a restaurant and construct additional building space. Site Plan Review No. 2022-27 was reviewed and approved by the Site Plan Review Committee.

The applicant proposes to change the following features of the site, as shown in **Attachment 2**:

- Construct additional building space to accommodate kitchen and restroom areas
- Construct a new patio area
- Construct a trash enclosure to face the alley
- Modify the layout of the existing doors and windows on the façade of the building
- Use the following colors on the patio and the building: Alabaster, Downing Straw, Polished Mahogany, Tan Terra, Madera
- Install signage
- Install roof-mounted structures and roof tiles
- Restripe the parking areas on the northern and southern portions of the property and add landscaping

In order to accommodate adequate kitchen and restroom space, the applicant is proposing to construct 365 sq. ft. of additional building space. The expanded kitchen and restroom areas will ensure the site meets current regulations for a restaurant use. As stated in Section 17.48.150(B)(1) of the Hanford Municipal Code, “every reasonable effort shall be made to use the building, structure or site for its originally intended purpose or for a compatible use which requires minimum alteration of the building, structure or site.” Due to the layout of the interior, additional building space is necessary in order to ensure the kitchen and restrooms are adequately accommodated on site. Per Section 17.48.150(B)(10), “wherever possible, new additions or alterations to buildings, structures or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure or site would be unimpaired.” The additional building space would not impair the essential form and integrity of the building, since the building will retain its relatively smaller appearance in comparison to surrounding buildings and its location set back from all surrounding streets and alleys. Additionally, the building is noncontributing to the Historic Overlay Zone, therefore expansion of the structure will not destroy any significant historical, architectural, or cultural material. Based on the history of the site as parking for a Chevrolet dealership, maintaining this setback to allow vehicular access would be in keeping with the history of the site. Pursuant to Section 17.48.150(B)(9), “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or

environment.” The features of the new façade and existing façade areas will be compatible with the size, scale, color, materials and character of the property. The new façade areas will be composed of stucco to match the existing façade. Stucco surfaces are permitted on a limited basis in the Historic District. According to Section 17.48.150 (B)(6), “deteriorated architectural features shall be repaired, rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities.” The applicant will patch and repaint the existing stucco areas to match the building.

A new patio area is proposed to extend from the building toward Harris Street. The patio area will be enclosed with a 714 sq. ft. cover composed of brick and stucco, and a wrought iron fence. Per Section 17.48.150(B)(10), “wherever possible, new additions or alterations to buildings, structures or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure or site would be unimpaired.” The patio is accessory to the site and could be removed in the future without affecting the form and integrity of the primary structure. The addition of the patio area would be a contemporary design for the site, but would not detract from the historic nature of the area considering the noncontributing status of the building within the Historic Overlay Zone. According to Section 17.48.150(B)(9), “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.” Expansion of the structure will not destroy any significant historical, architectural, or cultural material. The addition will be compatible with the design of the site and the surrounding neighborhood. Scuppers and downspouts will be located on the patio cover facing Harris Street. Downspouts may be placed on the posts of the patio cover, but should be inconspicuous. As stated in Section 17.48.150(C)(3)(e), “gutters, downspouts and flashings should be inconspicuous.” Staff recommends a condition of approval to require that all scuppers and downspouts on site shall be inconspicuous.

The applicant is proposing the installation of a trash enclosure on site, as required by the Public Works Department for a new business. Pursuant to Section 17.48.150(B)(9), “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.” The addition is minor and will not destroy any significant historical, architectural, or cultural material. “Wherever possible, new additions or alterations to buildings, structures or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure or site would be unimpaired.” (17.48.150(B)(10)) If the trash enclosure were to be removed, the essential form and integrity of the site would be unimpaired.

The doors and windows on the building façade are proposed to be modified. The proposal will reflect the interior layout of the building. There are at present four doors on the façade, two facing Seventh Street. and two facing Harris Street. Also at present, there are two small windows facing Seventh Street, three large window areas facing Harris Street, a large window facing the alley, and one transom window above each door facing Harris Street. Proposed are one door facing Harris Street, two doors facing the alley, two large windows on each side of the door facing Harris Street, two smaller windows facing Harris Street, one of which will act as a pass-thru window to serve customers their meal, and one transom window above the door along Harris Street. As

stated in Section 17.48.150(B)(1), “every reasonable effort shall be made to use the building, structure or site for its originally intended purpose or for a compatible use which requires minimum alteration of the building, structure or site.” Due to the layout of the interior, additional building space is necessary in order to ensure the kitchen and restrooms are adequately accommodated on site. The relocation of door and window openings on the façade would reflect this interior layout. Pursuant to Section 17.48.150(B)(10), “wherever possible, new additions or alterations to buildings, structures or sites shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the building, structure or site would be unimpaired.” The relocation of door and window openings would not impair the essential form and integrity of the building, since the building will retain its relatively smaller appearance in comparison to surrounding buildings and its location set back from all surrounding streets and alleys. Additionally, the building is noncontributing to the Historic Overlay Zone, therefore the proposed façade of the structure will not destroy any significant historical, architectural, or cultural material. In accordance with Section 17.48.150(B)(9), “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.”

In regards to reducing the amount of door and window space, per Section 17.48.150(C)(2)(c), “the original proportions of wall openings should be retained. The blocking of any existing opening to accommodate standard sash and glass sizes, to hide ceilings lowered beneath the tops of existing windows, or for any other reason should not be allowed.” The number and size of doors and windows will be reduced. Due to the layout of the interior, the modification of the doors and necessary, but not to the extent proposed. Staff recommends that the frontage along Harris Street maintain two door openings and provide additional window coverage to the maximum extent feasible in relation to the layout of the interior, in order to maintain the same door and window proportions as closely as possible. Transom window space shall be maintained above both doors facing Harris Street. Considering the deterioration of the vacant building over time, some door and window materials must be replaced. According to Section 17.48.150 (B)(6), “deteriorated architectural features shall be repaired, rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities.” The features of the new doors and windows shall match as closely as possible in composition, design, color, texture and other visual qualities to the existing remaining door and window materials.

The applicant is proposing to use the following colors:

- Façade base color – Alabaster
- Accent color – Downing Straw
- Roof accent color – Polished Mahogany
- Roof tile – Madera
- Brick on the patio – Tan Terra

Both Downing Straw and Polish Mahogany are historic colors in the Sherwin Williams historic color palette. The brick on the patio will be Tan Terra. While this is only an addition to an existing building, brick is encouraged for new construction. The color of the brick will be similar to the brick façades common in the Historic District. As stated in Section 17.48.150(E)(1)(a), “exterior colors should harmonize with other colors on the same building and on the streetscape. Exterior colors should complement the colors of neighboring buildings and should be selected to be mutually

supportive and beneficial to the overall historic character of the streetscape.” Likewise, while Alabaster and Madera are not traditional historic colors, they complement existing façade colors common in the Historic District. Per Section 17.48.150(E)(1)(a), “during the early twentieth century, muted colors and earth colors were favored. They included gray, dark brown, dark green, blue gray, beige, brick red, and terra cotta. A slightly grayish-white paint, was frequently used for major surface areas and for details. This grayish-white is an appropriate choice for window sash and frames and for other details.” Alabaster is a grayish-white color, while madera is an earth tone color. Staff is supportive of the color requests, since this is designated as a noncontributing building within the Historic Overlay Zone and the chosen shades complement existing colors found within the Historic District.

Signage is proposed along the façades facing Harris and Seventh Streets. All signage for this site shall comply with the standards set in Sections 17.48 and 17.56 of the Hanford Municipal Code. On a corner lot, businesses may have a sign on each street. Per Sections 17.48.150(E)(2)(b)(i) and (ii), “each ground floor tenant may have a maximum of one (1) square foot of signage for each linear foot of business establishment on his/her primary frontage (that portion of the building occupied by the business which faces a street and contains the main entrance), with a twenty-five (25) square foot minimum sign area, regardless of the width of such primary frontage. Each ground floor tenant may have a maximum of one-half (1/2) square foot of signage for each linear foot of secondary frontage (that portion of the building occupied by the business and facing an alley, street, adjacent building, parking lot, or the like).” The primary frontage faces Harris Street, while the secondary frontage faces Seventh Street. One additional sign is also permitted “at each entrance attached below the marquee or canopy which shall not exceed six (6) square feet per sign face and with a minimum ground clearance of seven (7) feet above the sidewalk grade. Such sign shall not count against the maximum sign area allowed for a business frontage.” (17.48.150(E)(2)(b)(iii)) All signage shall meet the stated size requirements. If required standards are not met, proposed signage shall be reviewed by City Council through a new historic resources permit. One sign is proposed above the patio roof. All signage shall be located below the cornice line, and all roof-mounted signs shall be precluded, as stated in Section 17.48.150(E)(2)(a). Additionally, per Section 17.56.050(A)(5), “signs extending above or beyond the face of the building, the fascia of the roof, the peak of a pitched roof, or the parapet line of a flat roof” are prohibited. Staff recommends the removal of all proposed signage above the patio roof.

The applicant proposes to maintain the existing shape of the roof, while placing tiles and additional roof-mounted equipment on the building. As stated in Section 17.48.150(C)(4)(b), “contemporary roofing materials shall be acceptable. Where roofs are visible, roofing materials should be dark.” The proposed roof tiles will be similar in appearance to other roof tiles in the Historic District, including the roofs for Salmon's Furniture Galleries (112 E. Seventh St.), Crossroads Appliances (122 W. Seventh St.), and Kings Gospel Mission thrift shop (126 W. Seventh St.), and will be dark in color. The new roof-mounted equipment will include vents and a make-up air unit. This equipment will ensure proper ventilation of the building. According to Section 17.48.150(E)(3), “roof-mounted equipment should be located so that it is not generally visible from the adjoining streets or alleys and does not detract from the lines of the building.” Visibility from adjoining streets will be reduced to the maximum extent possible in order to ensure the equipment does not detract from the lines of the building. There is existing roof-mounted equipment visible from the adjoining streets, and all new equipment will not exceed the visibility of the existing equipment. As stated in Section 17.48.150(B)(9), “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.” Since the building is designated as a noncontributing building within the Historic Overlay Zone,

this alteration would not destroy any significant historical, architectural, or cultural material. The addition of this roof-mounted equipment would also ensure the health, safety, and general welfare of any building occupants.

The existing parking areas in the front and the rear of the site will be restriped and landscaped. The parking areas have not been adequately maintained since the closure of the most recent business on site. Five standard spaces and one ADA space will be provided on site. Vehicular access will be removed from Seventh Street, but will be provided from Harris Street and the alley. There is some landscaping provided adjacent to the existing parking areas. New landscaping will be provided in accordance with Section 17.54.180, which states that “parking areas are to have one (1) tree placed at every four (4) lineal parking spaces. Landscaped areas shall be distributed throughout the parking area and peripheral areas to the extent practical in consideration of the size and design of the parking area.” Since the site is noncontributing to the Historic Overlay Zone and the existing on-site space surrounding the building was utilized for parking in the past, staff is supportive of the request to restripe the parking spaces and distribute landscaping through the site accordingly. Section 17.48.150(B)(9) states that “contemporary design for alterations and additions to existing buildings, structures or site shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material and such design is compatible with the size, scale, color, materials and character of the property, neighborhood or environment.” The alterations would not destroy any significant historical, architectural, or cultural material, and would be compatible with the design of the site.

The overall proposed design does not detract from or affect any significant historic attributes, since the structure is designated as a noncontributing building within the Historic Overlay Zone and has been altered since original construction. The original design of the building could not be determined, so any alterations will be in keeping with the design of the rest of the building. According to Section 17.48.150(C)(1)(c), “where the original design cannot be determined or where financial considerations preclude full-scale rehabilitation of a store front which has already been altered, a design which is not a pure rehabilitation but which is in keeping with the design of the rest of the building may be appropriate.” Since the site will be converted into a restaurant, additional kitchen and restroom space is necessary, which will require the relocation of the doors and windows on the building, as well as the construction of a trash enclosure and the addition of roof-mounted equipment. Per Section 17.48.080, City Council is granted the authority to approve deviations from the provisions of Section 17.48 if they find that the deviation is necessary to achieve the purposes of this chapter and that the deviation will not adversely affect the public health, safety and general welfare of the citizens of Hanford. Generally, every reasonable effort shall be made to use the building, structure or site for its originally intended purpose or for a compatible use which requires minimum alteration of the building, structure or site. Considering the need to construct additional kitchen and restroom space and the long-term vacancy and deterioration of the building, staff is supportive of the request to expand the structure and allow alterations in order to use the building as a restaurant, except for any alterations expressly prohibited in the Hanford Municipal Code. Overall, in accordance with Section 17.48.150(B)(2), “the distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided when possible.” Since the site is noncontributing, there are no distinguishing qualities. No historic material or distinctive architectural features will be removed with the modification of the site.

FINDINGS FOR APPROVAL

In accordance with Section 17.48 of the Hanford Municipal Code, staff recommends approval of Historic Resources Permit HRA0002-23 and that the approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade will not impact the Historic Overlay Zone since the building is designated as a noncontributing structure.
2. That the proposed project will provide a complementary setting and environment in the Historic District.
3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.
4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

RECOMMENDATION – CONDITIONS OF APPROVAL
--

The City Council may approve, approve with conditions, or deny the permit.

Staff recommends that the City Council adopt Resolution 23-18-R, approving Historic Resources Permit HRA0002-23, subject to the following conditions:

1. That the applicant adhere to the design criteria for the Historic Overlay Zone, set forth in Section 17.48 of the Hanford Municipal Code.
2. That all signage adhere to Sections 17.48 and 17.56 of the Hanford Municipal Code. Signs extending above or beyond the face of the building, the fascia of the roof, the peak of a pitched roof, or the parapet line of a flat roof are prohibited.
3. Each ground floor tenant may have a maximum of one (1) square foot of signage for each linear foot of business establishment on his/her primary frontage (that portion of the building occupied by the business which faces a street and contains the main entrance), with a twenty-five (25) square foot minimum sign area, regardless of the width of such primary frontage
4. Each ground floor tenant may have a maximum of one-half (1/2) square foot of signage for each linear foot of secondary frontage (that portion of the building occupied by the business and facing an alley, street, adjacent building, parking lot, or the like).
5. The frontage along Harris Street shall maintain two door openings and provide additional window coverage to the maximum extent feasible in relation to the layout of the interior. Transom window space shall be maintained above both doors facing Harris Street.
6. The features of the new doors and windows shall match as closely as possible in composition, design, color, texture and other visual qualities to the existing remaining door and window materials.

7. All scuppers and downspouts on site shall be inconspicuous.
8. Any proposed patio furniture shall adhere to Sections 17.48 and 17.60.110 of the Hanford Municipal Code.
9. All conditions of approval for SPR 2022-27 shall be conditions of approval for HRA0002-23.
10. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
11. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

Applicant

Sarrah Peariso
7895 Buschborn Rd.
Peyton, CO 80831

Property Owner

Martin Vieyra Solis
16210 18th Ave.
Lemoore, CA 93245

RESOLUTION 23-18-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING HISTORIC RESOURCES PERMIT HRA0002-23, A REQUEST BY GUACAMOLE WORLD TO ENLARGE THE EXISTING BUILDING AND CONSTRUCT A PATIO FOR A RESTAURANT. THE PROPERTY IS DESIGNATED AS A NONCONTRIBUTING BUILDING WITHIN THE HISTORIC OVERLAY ZONE. THE PROJECT IS LOCATED AT 125 S. HARRIS ST. (APN 012-046-005).

At a regular meeting of the City Council of the City of Hanford duly called and held on July 18, 2023, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by Sarrah Peariso for Historic Resources Permit HRA0002-23, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 125 S. Harris St. (APN 012-046-005); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on July 18, 2023, reviewed the request for Historic Resources Permit HRA0002-23; and

WHEREAS, Section 15301 of the California Environmental Quality Act Guidelines categorically exempts “Existing Facilities” from Environmental Review; and

WHEREAS, the City Council of the City of Hanford reviewed the application for the Historic Resources Permit HRA0002-23 and found that the application is consistent with Section 17.48 of the Hanford Municipal Code that the approval of the historic resources permit will allow private investment in the Downtown area, enhance property values, allow the increase of economic and financial benefits to the City and its property owners and inhabitants, and make the following findings:

1. That the proposed rehabilitation of the façade will not impact the Historic Overlay Zone since the building is designated as a noncontributing structure.
2. That the proposed project will provide a complementary setting and environment in the Historic District.
3. That the proposed project will promote and encourage continued private ownership and utilization of structures so that the objectives set forth in this section can be attained under this policy.
4. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0002-23, subject to the following conditions:

1. That the applicant adhere to the design criteria for the Historic Overlay Zone, set forth in Section 17.48 of the Hanford Municipal Code.
2. That all signage adhere to Sections 17.48 and 17.56 of the Hanford Municipal Code. Signs extending above or beyond the face of the building, the fascia of the roof, the peak of a pitched roof, or the parapet line of a flat roof are prohibited.
3. Each ground floor tenant may have a maximum of one (1) square foot of signage for each linear foot of business establishment on his/her primary frontage (that portion of the building occupied by the business which faces a street and contains the main entrance), with a twenty-five (25) square foot minimum sign area, regardless of the width of such primary frontage.
4. Each ground floor tenant may have a maximum of one-half (1/2) square foot of signage for each linear foot of secondary frontage (that portion of the building occupied by the business and facing an alley, street, adjacent building, parking lot, or the like).
5. The frontage along Harris Street shall maintain two door openings and provide additional window coverage to the maximum extent feasible in relation to the layout of the interior. Transom window space shall be maintained above both doors facing Harris Street.
6. The features of the new doors and windows shall match as closely as possible in composition, design, color, texture and other visual qualities to the existing remaining door and window materials.
7. All scuppers and downspouts on site shall be inconspicuous.
8. Any proposed patio furniture shall adhere to Sections 17.48 and 17.60.110 of the Hanford Municipal Code.
9. All conditions of approval for SPR 2022-27 shall be conditions of approval for HRA0002-23, as shown in **Exhibit B**.
10. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
11. That the alterations to the site be completed in accordance with the proposed changes. Future changes may be approved by the Community Development Director or forwarded to the City Council for review.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby approves Historic Resources Permit HRA0002-23. Passed and adopted at

a regular meeting of the City Council of the City of Hanford duly called and held on July 18, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____

TRAVIS PADEN
MAYOR of the City of Hanford

ATTEST: _____

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 18th day of July, 2023.

Date: _____

NATALIE CORRAL
CITY CLERK

Exhibit A
Site Plan and Elevations

ARCHITECT
SARRAH PEARISO
ARCHITECT
1835 BUSCHBORN RD.
PENTON, CO 80831
805-631-6594
SPEARISO@GMAIL.COM

CONTRACTOR
PHOENIX FIRE PROTECTION
210 S. COTA CT.
VISALIA, CA 93292
553-622-8969
CORY GREGOR
LC# TT9030

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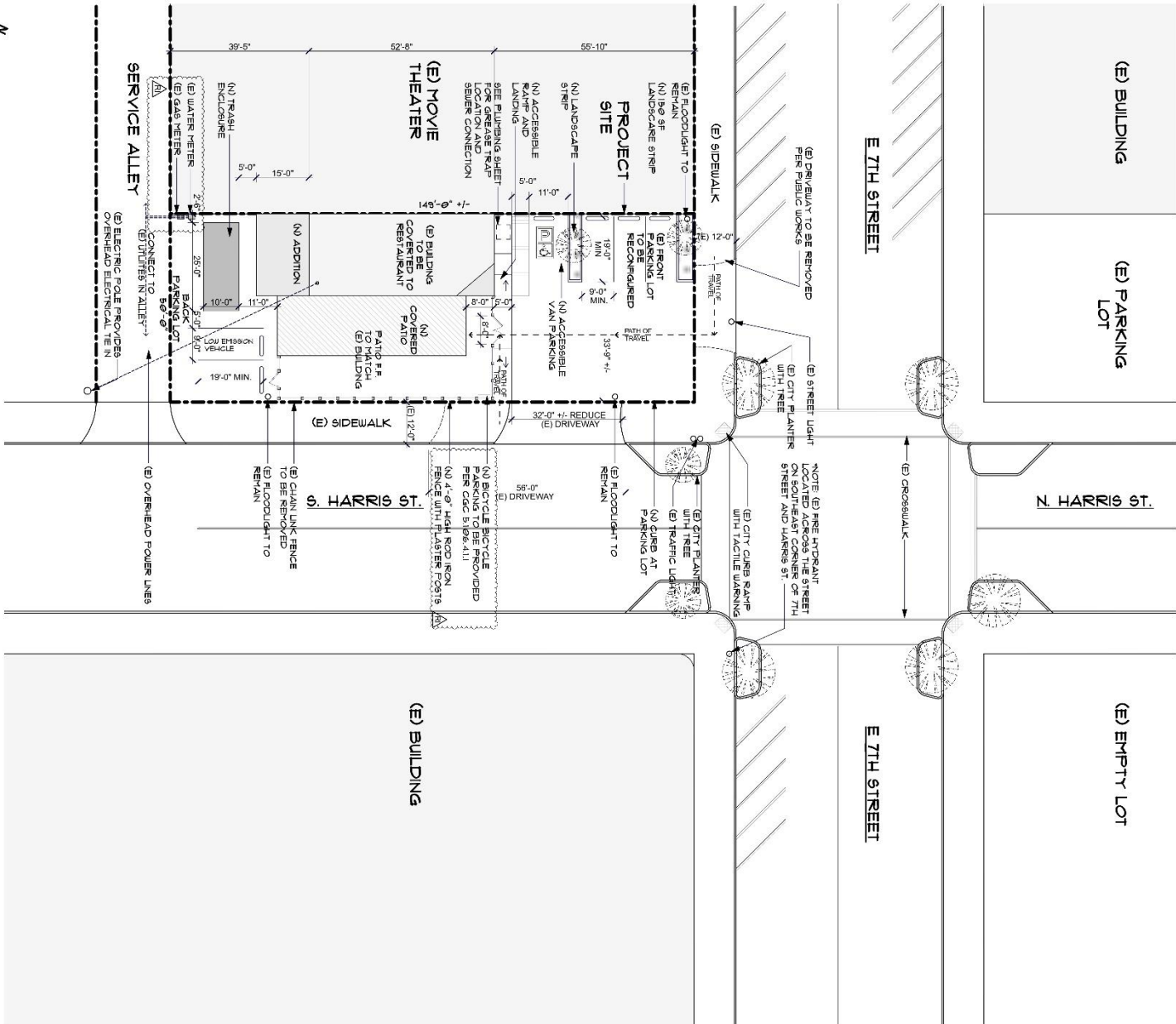
TENANT IMPROVEMENTS
125 S. HARRIS ST
HANFORD, CA
93230
APN: 012-046-005



2/9/2013	
9/16/2012	PC RESUBMITTAL
4/16/2012	PLAN CHECK SUBMITTAL
2/9/2012	DEMO PERMIT
DATE	DESCRIPTION
PROJECT NO.	
MODEL FILE	
DRAWN BY: SP	
COPYRIGHT:	
SHEET TITLE	

SITE PLAN

PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"

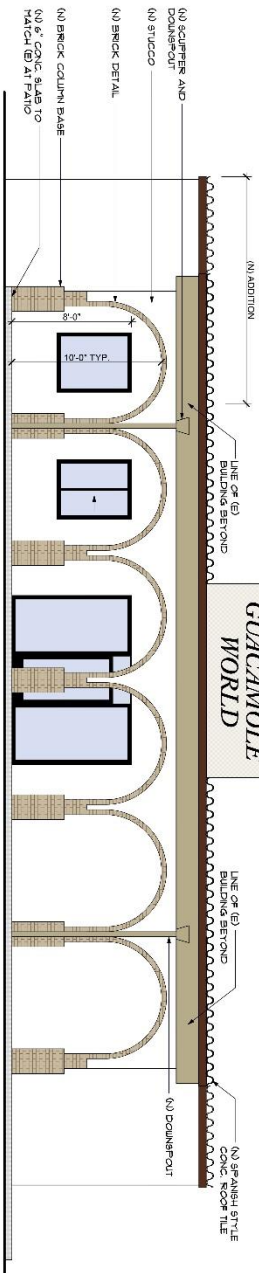




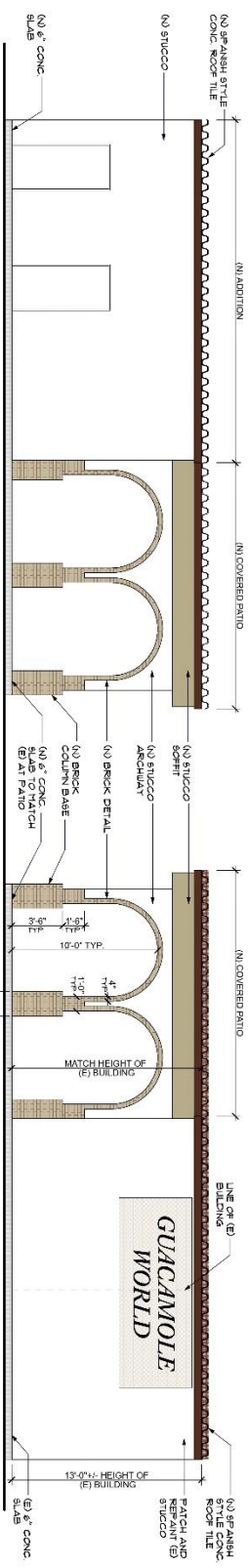
CONCRETE SPANISH STYLE
ROOF TILE
COLOR: MADERA



SUBBRICK ARCHITECTURAL
BRICK OR SIMILAR
COLOR: TAN TERRA
STYLE MISSION



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



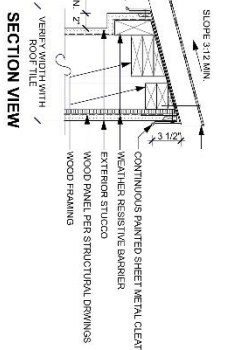
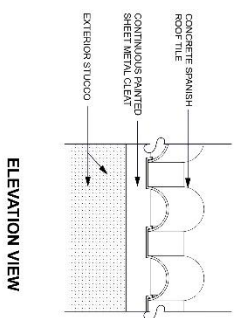
BASE COLOR
COLOR: SHERWIN WILLIAMS
SW2009 ALABASTER



ACCENT COLOR
COLOR: SHERWIN WILLIAMS
SW2013 DOWNING STRAWN



ACCENT COLOR
COLOR: SHERWIN WILLIAMS
SW2638 POLISHED
MAHOGANY



4 PARAPET COPING DETAIL
SCALE: 1 1/2" = 1'-0"

ARCHITECT
SARRAH PEARISO
ARCHITECT
1835 BUSCHBORN RD.
PETERSON CO 80931
805-637-6534
SPEARISO@GMAIL.COM

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PHOENIX FIRE PROTECTION
210 S. COTA CT.
VISAIA, CA 93252
559-622-8969
CORY CREGOR
LIC# T19030

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TENANT
IMPROVEMENTS
125 S. HARRIS ST
HANFORD, CA
93230
APN: 012-046-005



2/9/2023	
9/15/2022	PC REDEVELOPMENTAL
4/8/2022	PLAN CHECK SUBMITTAL
2/9/2022	DEMO PERMIT
DATE	DESCRIPTION
PROJECT NO.	
MODEL FILE	125 S. HARRIS ST.TIN
PLAN FILE	PLAN BT 5P
COPYRIGHT	
SHEET TITLE	ELEVATIONS, DETAILS

A-6

Exhibit B
Site Plan Review Approval Letter

City of HANFORD

CALIFORNIA 93230
CITY OFFICES 317 NORTH DOUTY STREET



MAYOR
TRAVIS PADEN

VICE MAYOR
MARK KAIRIS

COUNCIL MEMBERS
KALISH MORROW
DIANE SHARP
LOU MARTINEZ

CITY MANAGER
MARIO CIFUENTEZ II

CITY ATTORNEY
ROBERT M. DOWD

DATE: January 12, 2023

PROJECT: Site Plan Review 2022-27 (502-1223) Revision 1

APPLICANT: Phoenix Fire Protection – Cory Gregor

LOCATION: 125 S. Harris St. (APN 012-046-005)

PROPOSAL: Restaurant – Guac World

ZONING: MX-D Downtown Mixed Use

SITE PLAN REVIEW COMMITTEE REVIEW DATE: June 15, 2022; November 16, 2022

Enclosed for your review are the comments and decisions of the Site Plan Review Committee. Please review all comments, since they may impact your project:

☐ **RESUBMIT:** Major changes to your plans are required prior to accepting construction drawings for a building permit. Your project must return to the Site Plan Review Committee for review of the revised plans.

☐ **MEETING REQUIRED:** During site plan review, concerns were identified, schedule a meeting with the following prior to resubmittal:

☐ Planning
☐ Fire
☐ Solid Waste
☐ Wastewater

☐ Building
☐ Engineering
☐ Police
☐ Parks and Recreation

☒ **REVISE AND PROCEED**

☒ Approved subject to the following and the attached conditions of approval.
☒ Submit plans for a building permit between the hours of 8:00 a.m. and 4:00 p.m.
☒ Your Plans must be reviewed by:

☒ City Council **Historic Resources** ☐ Planning Commission
☐ Parking and Traffic Commission ☐ Parks and Recreation Commission
☐ Other: _____

Signed,

Mark Manha

Mark Manha, Associate Planner
Community Development Department

January 12, 2023
DATE

EXPIRATION

A site plan approval shall expire one (1) year from its approval date, unless a building permit application has been submitted or the use has commenced. Prior to expiration, the Community Development Director may extend the permit expiration date by one (1) year if there is substantial evidence that the applicant is diligently pursuing building permit approval or commencement of the use (Hanford Municipal Code Section 17.72.070).

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Site Plan Review is a ministerial action, therefore not subject to the California Environmental Quality Act (CEQA) (CEQA Guidelines 15268 and MC 17.70.070). **Exemption No. 2022-67**

COMMENTS AND CONDITIONS OF APPROVAL

THE FOLLOWING DEPARTMENT COMMENTS AND CONDITIONS ARE ATTACHED:

- ☒ PLANNING
- ☒ BUILDING
- ☒ ENGINEERING
- ☐ SOLID WASTE
- ☐ WASTEWATER
- ☐ POLICE
- ☒ FIRE
- ☐ PARKS AND RECREATION

DEFENSE AND INDEMNIFICATION PROVISION

That the applicant shall defend, indemnify, and hold harmless the City of Hanford ("City"), its officials, officers, employees, representatives, agents and attorneys, from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the City's act or acts leading up to and including approval of any environmental document and/or granting of any approvals relating to the Project. Applicant's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or challenge by any third party against the City which challenges or seeks to set aside, void or annul the legality or adequacy of any environmental document approved by the City or any approval related to the Project.

APPLICANT'S STATEMENT (Must be signed prior to issuance of a building permit)

I have reviewed a copy of the Site Plan Review Approval No. 2022-27 Revision 1 and I understand that the proposed construction and/or land use is dependent upon the fulfillment of the conditions of approval and construction of all required public improvements prior to use, inauguration or occupancy, unless other arrangements are approved.

Applicant or Authorized Representative

PLANNING DIVISION
SITE PLAN REVIEW COMMENTS

MEETING DATE: June 15, 2022; November 16, 2022

SITE PLAN NUMBER: 2022-27 (FILE 502-1223) REVISION 1

CONTACT: Mark Manha, Associate Planner: (559) 585-2583

General Plan Designation: Downtown Mixed Use

Zoning: MX-D Downtown Mixed Use

Other Special Districts: Historic Overlay Zone

Planning Division Recommendation ☒ Revise and Proceed ☐ Resubmit

The project does meet the requirements of the Hanford Municipal Code, development standards and other codes and policies.

Correction(s):

- None.

Required Entitlements:

- Outdoor Dining Permit (\$75 fee)
- Historic Resources Permit (\$0 fee)

MX-D Downtown Mixed Use - all checked comments shall apply

General:

- ☒ That a food truck on site in addition to the restaurant shall comply with the standards set in Chapter 5.64 of the Hanford Municipal Code.
- ☒ That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
- ☒ That all approved proposals of the applicant be conditions of development, if not mentioned herein.
- ☒ That the site be developed according to the approved site plan, titled Site Plan Review No. 2022-27 Revision 1 with minor modifications to be approved by the Community Development Department.
- ☒ That no expansion of the use which would tend to increase the projected scale of operations beyond the scope and nature described in this Site Plan Review shall be permitted except upon application for, and approval of, modification of this application according to all procedures and requirements thereof.

- ☒ That no business, service, or processes that is not part of the main use of the site shall be conducted outside a completely enclosed (or screened) permanently fixed structure.
- ☒ That mechanical equipment shall be located a minimum of five feet from a rear or side lot line that abuts a R-L, R-M, R-H, OR, O, PF, AP, or CO zone district
- ☒ That use of the site shall comply with the uses listed as permitted, permitted with an administrative approval, conditionally permitted, or temporarily permitted in the land use table presented in chapter 17.08.
- ☒ That the Mixed Use Downtown zone district shall be designed to provide and encourage walking within the commercial uses between the commercial uses and the residential uses within the MX-D zone and other nearby residential uses. At a minimum, this shall be accomplished with a minimum six-foot wide pedestrian path of travel between site entrances and the public sidewalk.

Cultural Resources:

- ☒ That if cultural resources are discovered during construction or related activities, all work shall be halted and a qualified archeologist and the City of Hanford shall be notified. The find shall be properly investigated and appropriate measures are to be taken before construction may continue.

Building Setback Areas: (17.28.060)

- ☒ That no structure shall be placed within a building setback area.
- ☒ That there is no front building setback area.
- ☒ That the rear building setback may be zero (0) feet from the rear lot line, except where the rear lot line abuts a public street an R-L, R-M, R-H, OR, O, PF, AP, or CO zone district then the rear building setback shall be fifteen (15) feet.
- ☒ That the side building setback area shall be zero (0) feet, except where the side lot line abuts an R-L, R-M, R-H, OR, O, PF, AP, or CO zone district then the side building setback area shall be fifteen (15) feet.

Distance between Structures: (Section 17.28.070)

- ☒ That all distances allowed by the building code are allowed.

Height of Structures: (Section 17.28.080)

- ☒ That the maximum structure height shall be 100 feet.

Driveways: (Section 17.28.090)

- ☒ That wherever possible developments shall share driveways to minimize the number of driveways on public streets.

- ☒ That new driveways near street corners shall be located a minimum 100 feet from the radius curve of the curb, unless otherwise specifically approved by the City Engineer.
- ☒ That sites with alleys should utilize alley access to minimize driveways on streets to the greatest extent possible.

Off Street Parking: (Section 17.54)

- ☒ That no additional parking spaces shall be required for a change in use or a building enlargement of less than one thousand (1,000) square feet in an existing building located within the Historic Overlay Zone (excludes patio).
- ☒ That the standard parking space shall not be less than 18.5 feet in length and nine feet in width, exclusive of aisles and access drives (Section 17.54.110 A).
- ☒ That the maximum number of compact-car parking spaces is limited to 30 percent of the total parking spaces. A compact parking space shall not be less than 16 feet in length and 8 feet in width, and marked for compact cars (Section 17.54.110 B. and C).
- ☒ There shall be no more than four compact spaces adjacent to each other.
- ☒ That parking for bicycles and low-emission vehicles shall be provided in accordance with the latest adopted version of the California Building Code (Section 17.54.190).
- ☒ That parking lots with forty (40) or more spaces may substitute standard parking spaces with motorcycle spaces if they are located within one hundred fifty (150) feet of a building entry. One (1) standard space may be replaced with a motorcycle space for each forty (40) required spaces, up to a maximum of two-and-one-half (2.5) percent of the total number of parking spaces.
- ☒ Motorcycle spaces shall be a minimum size of four (4) feet by eight (8) feet.
- ☒ That all parking areas shall have ingress and egress to and from a street or alley as required by the City's standard specifications.
- ☒ That sufficient room for turning and maneuvering vehicles shall be provided on the site.
- ☒ That developed parking areas are to be utilized by all vehicles associated with or visiting the site.
- ☒ That the parking of vehicles on lawn, landscaped areas, or other areas not designed for parking are prohibited.
- ☒ That entrances and exits to parking lots and other parking facilities shall be provided only at locations approved by the Site Plan Review Committee.
- ☒ That parking lot lighting shall be deflected away from adjoining sites so as not to cause glare to such sites.
- ☒ That no commercial repair work, washing or servicing of vehicles shall be conducted in a parking area.

- ☒ That parking areas, aisles, and access drives shall be paved with a solid material so as to provide a durable, dustless surface and shall be so graded and drained as to dispose of surface water, except that long-term storage areas for vehicles in the C-S, I-L and I-H zone districts may be surfaced with rock, gravel, granite or solid paving.
- ☒ That parking areas shall be designed to the City's standard specifications and approval by the City Engineer.

Usable Open Space: (Section 17.28.110)

- ☒ That there is no standard requirement for minimum usable open space. However, conditional uses may be required to provide usable open space as a condition of approval.

Landscaping: (Section 17.28.120 and 17.52)

- ☒ That landscaping shall be provided and permanently maintained in a setback area not less than fifteen (15) feet from a lot line adjoining a street, except where the setback area is covered by structures, parking, or driveways.
- ☒ General Design Standards: the following features shall be incorporated into the design of the proposed landscape and shown on the required landscape plans:
 - ☒ Publicly maintained landscape areas shall be separated from privately maintained landscape areas with, at a minimum, a four (4) inch wide concrete mow strip.
 - ☒ Pedestrian access to sidewalks and structures shall be integrated with the design of landscaped areas.
 - ☒ Landscape adjacent to driveways and parking areas shall be protected from vehicle damage through the provision of a minimum six (6) inch high and six (6) inch wide concrete curb.
 - ☒ Concrete mow strips, when used, shall be a minimum of four (4) inches in width.
 - ☒ Trees and shrubs shall be planted so that at maturity they do not interfere with utility lines and traffic safety sight areas.
 - ☒ Trees and shrubs shall be planted and maintained in a manner that protects the basic rights of adjacent property owners, particularly the right to solar access.
 - ☒ Trees planted within five (5) feet of sidewalks or curbs shall have an eighteen (18) inch by ten (10) foot long linear root barrier placed at each edge of the sidewalk or face of curb, centered on the tree.
- ☒ Plant materials. Plant materials shall be selected and installed in accordance with the following requirements:
 - ☒ The size of ten (10) percent of the trees to be planted shall be twenty-four (24) inch box or larger. The remaining trees shall be sized fifteen (15) gallons or larger.

- ☒ The size of seventy (70) percent of plants and shrubs shall be at five (5) gallon or larger. The remaining plants and shrubs shall be sized one (1) gallon or larger.
- ☒ The size of groundcover at planting shall be one (1) gallon or larger.
- ☒ Groundcover shall be designed to have one hundred (100) percent coverage within two (2) years.
- ☒ Drought tolerant plant material and climate appropriate species shall be emphasized in the design.
- ☒ That the landscaped area shall be planted with live and healthy plant materials suitable for screening/or ornamenting the site. Landscaped areas shall be watered by automatic systems and designed and developed in accordance with Chapter 12.08 and the most recent State Model Water Efficient Landscaped Ordinance.
- ☒ That no fence, hedge, or shrub shall be installed, planted, or maintained along a street frontage, which creates a traffic or pedestrian hazard.

Trash Collection Areas: (Section 17.50.090)

- ☒ That suitable area shall be provided on-site for collection of trash and recyclable materials for all multifamily residential, mixed-use, commercial, office, and industrial uses. Refuse storage areas shall be adequately screened from view. The refuse area enclosure shall be designed to meet the minimum recommended dimensional standards as determined by the City Engineer.
- ☒ That all uses shall be in compliance with the provisions of Chapter 13.12 of the Municipal Code.

Fences and Walls: (Sections 17.28.130 and 17.50.110)

- ☒ That a block wall with a minimum height of seven (7) feet shall be provided along any side or rear lot line that abuts an R-L, R-M, R-H, OR, PF, AP, or CO zone district.
- ☒ That no fence or wall shall be placed in front of or within any landscaped area located next to a street.
- ☒ That the open storage of materials and equipment attendant to a use shall be permitted only within an area surrounded or screened by a solid wall or fence seven (7) feet minimum in height, except as may be modified under site plan review. Such storage shall not be visible above the fence or wall.
- ☒ That any proposed fencing on the site be maintained in good repair.
- ☒ That no fence or wall shall be placed within the public right-of-way.
- ☒ That a masonry fence exceeding three (3) feet in height shall require engineered footings and a building permit. All other fencing exceeding seven (7) feet in height shall require engineered post footings and a building permit.

- ☒ That no hedge, shrub, fence, or wall exceeding the three (3) feet in height, or four (4) feet in height if the upper one (1) foot is fifty (50) percent or more open shall be planted, placed, or maintained within the twenty-five (25) feet corner sight triangle of a corner lot, or along a front or street side property line where the hedge, shrub, fence, or wall creates a traffic or pedestrian hazard as determined by the Community Development Director.

Signage: (Section 17.28.140)

- ☒ That any/all signs proposed for this development shall be subject to the requirements and prescribed in Chapters 17.56 and 17.48 of the Hanford Municipal Code. **A separate application is required.**

Noise:

- ☒ That construction equipment is muffled and construction activities be limited to the hours between 7:00 a.m. to 10:00 p.m., Monday through Friday, unless the construction is within the enclosed structure or approved by the Community Development Department.
- ☒ That noise from fixed mechanical equipment, when measured at the property line, meets the standard of the Hanford Noise Element.

Outdoor Lighting Standards: (Section 17.50.140)

- ☒ That all lights and light fixtures, except public street lights, shall be located, aimed or shielded so as to minimize light trespassing across property boundaries or skyward.
- ☒ That no lights or light fixtures shall flash, revolve, blink or otherwise resemble a traffic control signal or operate in such a fashion to create a hazard for passing traffic.
- ☒ That building mounted lighting fixtures shall be attached only to the walls of the building. The top of a light fixture attached to a building wall shall not be higher than the top of the building parapet or the top of the roof eave, whichever is lower.
- ☒ That the canopy ceiling light fixtures shall be recessed or the sides of the lens area shall be shielded, in order to eliminate emission of horizontal light.
- ☒ That the height of freestanding light fixtures, including freestanding parking lot fixtures, shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture and shall not exceed 30 feet.
- ☒ That the following additional requirements shall apply to outdoor lighting fixtures in the O, PF, and all commercial and mixed use zone districts:
 - ☒ All outdoor fixture lighting shall be a fully shielded fixture and focused to minimize light trespass and glare.
 - ☒ Outdoor lighting fixtures shall be turned off after close-of-business unless needed for safety or security, in which case the lighting shall be activated by motion sensor devices. Illuminated signs and parking lot lighting are excluded from this requirement.

- ☒ Lighting for signs, recreational facilities and decorative effects for building and landscape shall be fully shielded fixtures equipped with automatic timing devices and focused to minimize light glare and light trespass.

Outdoor Dining Areas: (Section 17.60.110)

- ☒ That all outdoor dining areas must be located and operated adjacent to and incidental to the operation of a dining establishment or drinking establishment. Use of the sidewalk must be confined to the actual sidewalk and public right-of-way frontage of a dining establishment and must not encroach upon adjacent sidewalk or public right-of-way. Subject to the provisions of this section on-site open space areas may also be used as an outdoor dining area.
- ☒ That use of the sidewalk area for an outdoor dining area is permitted only where the sidewalk is wide enough to allow for a minimum of four (4) consecutive feet of sidewalk width at every point in front of the dining establishment which is clear and unimpeded for pedestrian and wheelchair traffic.
- ☒ That prior to serving any food or beverage in an outdoor dining area, the outdoor dining area must be inspected and approved by the Kings County Health Department. All exterior surfaces within the outdoor dining area shall be kept clean at all times. Restrooms shall be provided in the adjoining dining establishment or drinking establishment. The operator shall maintain the outdoor dining area, including without limitation, the sidewalk surface and furniture and adjacent areas, in a clean and safe condition at all times.
- ☒ That hours of operation for outdoor dining areas are to coincide with those of the dining establishment, or drinking establishment, or the hours of operation set by the Alcohol Beverage Control license if alcohol is served, whichever is more restrictive.
- ☒ That the following conditions must be satisfied before an outdoor dining permit can be issued:
 - ☒ The proposed operation of the outdoor dining area satisfies all of the applicable provisions of Section 17.60.110 of the Hanford Municipal Code.
 - ☒ An outdoor dining area located on a public sidewalk or public right-of-way shall have the same floor elevation as the sidewalk or right-of-way area.
 - ☒ No signage is allowed in the outdoor dining area except for one (1) menu display sign no larger than four (4) square feet per face. Signs with more than two (2) faces are prohibited. Only plain unmarked umbrellas may be used in an outdoor dining area. Professionally designed temporary special for the day sign may be permitted up to a total of two (2) square feet in area.
 - ☒ The applicant shall execute an indemnity agreement in a form provided by the City pursuant to which the applicant agrees to indemnify, defend and hold the City and its officials, officers, employees and agents harmless from any and all claims, damages, costs, including reasonable attorney fees, and losses arising from, or in any way related to the applicant's operation of the outdoor dining area.

- ☒ If any portion of the outdoor dining area is located in the public sidewalk or public right-of-way, the applicant shall maintain, at all times during which the outdoor dining permit is in effect, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of its outdoor dining area. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.
- ☒ Such other conditions as the City may deem necessary, including, without limitation, conditions to ensure the public safety, to protect public improvements and provide aesthetic improvements.
- ☒ No merchandise of any kind shall be displayed in the outdoor dining area except as specifically allowed by the outdoor dining permit.
- ☒ That all outdoor dining furniture, including tables, chairs, umbrellas, and planters, shall be movable. All outdoor furniture must be of commercial quality to withstand the wear of outdoor use; plastic tables and chairs are not permitted. Umbrellas must be secured with a minimum base of not less than sixty (60) pounds.

Dust Control:

- ☒ That the appropriate dust-control practices of the San Joaquin Valley Air Pollution Control District shall be implemented.
- ☒ That any necessary permits be obtained through the San Joaquin Valley Air Pollution Control District.

BUILDING DIVISION
SPR 2022-027 (502-1223) Guac World
7-21-22
125 S Harris

Contact Building Official: Tom Webb (559) 585-2584
Concerning questions that you may have on the conditions listed below:

1. That building permits must be obtained from the City Building Division for each structure to include but not limited to: buildings, pools, fences, trash enclosures, signs and carports for any structural, plumbing, electrical or mechanical **work being done**.
2. That no building or structure shall be used or occupied, and no change in the existing occupancy classification of building or structure or portion thereof shall be made until the building official has approved the change and issued a Certificate of Occupancy.
3. That detailed dimensioned plans be provided to the Building Division for each structure prior to obtaining construction permits. Each structure will require a separate submittal and permit.
4. That each structure will require plans and calculations signed by an architect or engineer licensed to practice in the State of California. Submittal shall consist of as applicable:
 - 4.1 1 copy of the City of Hanford Permit Application form
 - 4.2 1 electronic set of Drawings, unless noted, including:
 - 4.2.1 Reserved
 - 4.2.2 Site Plan
 - 4.2.3 Architectural Drawings
 - 4.2.4 Structural Drawings
 - 4.2.5 Electrical Drawings
 - 4.2.6 Mechanical Drawings
 - 4.2.7 Plumbing Drawings
 - 4.2.8 Reserved
 - 4.2.9 Planning Dept. "Conditions of Approval" or "Resolution"
printed on the drawings and part of the drawing submittal
 - 4.2.10 Sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.

****** Each structure will be considered a separate submittal. Grading, Landscaping, Signage and all Fire permits are separate submittals as well and require separate applications and submittals as applicable. ******

- 4.3 1 electronic set of documentation, unless noted, including:
 - 4.3.1 Architectural Specifications
 - 4.3.2 Structural Calculations
 - 4.3.3 Electrical Calculations, if not included on the drawings
 - 4.3.4 Mechanical Calculations, if not included on the drawings
 - 4.3.5 Plumbing Calculations, if not included on the drawings
 - 4.3.6 Energy Calculations, if not included on the drawings
 - 4.3.7 CalGreen Compliance **including C & D Recycle plan**
 - 4.3.8 **Compliance with the City of Hanford Landscape Ordinance**
 - 4.3.9 Sets shall be stamped and wet signed by an Architect or Engineer licensed in the State of California.
5. That **the site**, as well as the buildings, shall be made accessible and usable by the disabled in accordance with the California Building Code, Chapter 11B.

6. That all special inspection reports be submitted to the Building Division prior to final inspection.
7. That all construction shall conform to **the Most Current Edition** (2019) of the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Fire Code, California Energy Code and CalGreen.
8. That the tenant, lessee, and/or owner are responsible for compliance with the Americans with Disabilities Act. By federal law your facility must be made accessible to the highest degree possible.
9. That the applicant provides a complete set of AS-BUILT drawings on CD, in "tif" format, to the Building Division prior to Final Inspection.
10. That each of these drawings apply to any/all work done to the structure at this time.
11. that the trash enclosure requires a separate permit.
12. **This project is a Change of Occupancy/Remodel/Addition. A permit is required. A complete set of plans is required.**

Hanford Fire Department

Contact Fire Marshal Christy Whittington @ 559-585-2594 or cwhittington@cityofhanfordca.com

concerning questions that you may have on the following conditions.

Site Plan Review: 2022-27

Date: November 18, 2022

Project #: 502-1223

General Instructions

1. Approval of this project does not exempt compliance with all applicable sections of the City adopted fire codes and local fire ordinances.
2. All fire protection systems must be installed and operational prior to occupying the building.
3. All permits shall be issued and fees paid prior to scheduling inspections with the Fire Department. To schedule appointments for inspections, please call **559-585-2545**.
4. Scope of work shall be clearly stated on all plans submitted for permit.
5. All deferred submittals shall be listed on the building plan title page. All deferred submittals are required to be submitted within 30-days of building permit issuance.

The following comments are applicable if checked:

1. ☐ No comments.
2. ☒ This project must comply with latest applicable codes.
3. ☒ Project must meet minimum fire flow requirements per the table in Appendix B & C of the 2019 Ca. Fire Code. Provide most current fire flow information for this location.
4. ☒ If a new fire hydrant flow test is required, contact the fire department for submittal requirements.
5. ☐ If existing residence has an automatic sprinkler system, proposed accessory dwelling unit shall have an automatic sprinkler system. **A separate fire department permit is required.** Please contact the Building department for submittal process.
6. ☒ For automatic sprinkler systems, **a separate permit maybe required if tenant improvements are made to sprinkler system.** Please contact the Building department for submittal information.
7. ☐ Fire Riser Room: All new buildings that require an automatic fire sprinkler system shall contain a separate room to house the fire riser inside of it and shall have the following building elements:
 - At least one man door shall be provided- only exterior door(s) are allowed
 - The fire riser room and the door shall be large enough to accommodate repairs and/or maintenance needed by the use of tools and the removal and/or replacement of parts/pipe to the fire riser or FDC; suggested size 4' X 4' room.

- One-hour rated construction
- Fire Sprinkler head coverage required
- Normal and emergency back-up lighting shall be installed inside the fire riser room.
- The exterior of the fire riser door shall have permanent signage stating **FIRE RISER ROOM** in a contrasting color to background.
- For existing buildings: please contact the Fire Department.

8. ☐ When a sprinkler system is required with 21 or more sprinkler heads, the system shall be monitored by a Central Station Service. Fire alarm and detection systems required by Chapter 9 of the currently adopted edition of the California Building Code (CBC) and CFC shall be installed per NFPA 72. **A separate fire department permit is required** for fire sprinkler monitoring and/or fire alarm systems required by the latest edition of the CBC. Contact the Building Department for submittal process.
9. ☐ A hydrant will be required within 50 feet of the Fire Department connection. **Knox FDC Locking Caps** are required on all FDC's. The ordering of Knox Box products can be done directly at www.knoxbox.com. Click to choose your local fire department agency, enter "Hanford Fire Dept", and a list of products will populate for you to order.
10. ☐ When any portion of the facility or building to be protected is more than 400 feet from a hydrant on a fire apparatus access road (as measured by an approved route around the exterior of the building) on-site fire hydrants and mains shall be provided where required by the fire code official.
11. ☐ Depending on the location of the existing fire hydrant(s), additional fire hydrants may be required. All hydrants must be in place and accepted by the fire department prior to any combustibles being brought onto the site.
12. ☐ No additional hydrants are necessary for this project.
13. ☐ Number of additional hydrants necessary for this project: _____
14. ☐ Fire hydrant spacing shall be as follows:
- Section 507 or as required by appendix C of the 2019 CFC.
15. ☐ Fire hydrant protection posts shall be installed at all fire hydrants that are subject to vehicle damage.
16. ☐ Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building constructed or moved onto or with the City of Hanford. It shall extend to within 150 feet of all portions of the facility and all portions on the exterior walls of the first story of the buildings (as measured by an approved route around the exterior of the building or facility).
17. ☐ All dead-end access roads in excess of 150 feet must be provided with an approved turn-around or hammer head complying with City standards.

18. ☐ All access road shall not be less than 20 feet wide and 13 feet 6 inches in height.
19. ☐ Access road turning radius for fire apparatus is as follows:
- 20 feet, 1 inch inside turning radius
 - 44 feet, 6 inch outside radius
20. ☐ Additional access roads may be required per CFC 2019 Section 503.1.2. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
21. ☐ Traffic calming devices shall not be installed onto fire department emergency access roads unless prior approval is obtained from the Hanford Fire Department.
22. ☒ Areas identified as "Fire Lanes" must be identified as such per requirements set forth in the California Vehicle Code Section 22500.1.
- **Access roads 20-26 feet in width:** Fire lanes shall be on both sides of the fire apparatus access roads.
 - **Access roads 26 to less than 32 feet in width:** Fire lanes shall be on one side of the fire apparatus access roads.
 - **Access roads 32 feet in width or more:** No fire lanes required.
23. ☒ Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING - FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
24. ☐ Temporary or permanent fire department access roads shall be constructed in accordance with City Standards ST-36. All weather access roads shall be in place prior to any combustible construction being brought onto the premises unless approved by the fire department.
25. ☐ Locked gates installed across fire department access roads:
- **Manual gates** with a chain lock require a **Knox Padlock** to be installed on them; or a **Knox Box** shall be installed on the exterior of the gate and a key to the lock on the gate must be placed in the Knox Box. (See www.knoxbox.com for current models)
 - **Electric Gates** shall be equipped with an electric **Knox Key Switch**, at the gate location.
 - In case of a loss of power, electrically operated gates shall have a means of back-up power or shall default in the open position for immediate fire department access.

- At no time shall the width of the fire department access road be reduced below **20-feet wide through or at any gates** along the fire departments' emergency access roads due to protruding objects from gate supports, frames, signs, access booths, curbs, etc.

26. ☒ A Knox Box will be required. Keys that open all locked areas will also be required and placed in the Knox Box. The ordering of Knox Box products can be done directly at www.knoxbox.com. If there is an existing Knox Box installed, contact the Fire Department to determine if it will suffice.

27. ☒ All address numbers shall be installed onto the building and shall be visible from the frontage street. The color of the address numbers shall be in a contrasting color to the building.

Size of Address Numbers:

- Downtown area (existing buildings): 4 inch numbers
- Buildings 20-ft. or less from the street: 6 inch numbers
- Buildings 21- to 40-ft. from the street: 8 inch numbers
- Buildings more than 40-ft. from street: 12 inch numbers

28. ☒ Commercial cooking equipment that produce grease laden vapors shall be provided with a Type I hood. **A separate permit is required for the Type I hood.** Contact the Building department for submittal information.

29. ☒ All commercial cooking appliances creating grease laden vapors shall have a K-Class fire extinguisher within 30-feet of cooking appliances in accordance with the most currently adopted edition of the CFC.

30. ☐ **A separate permit is required** for all hazardous material and/or flammable and combustible liquids, gases, solids, etc., over the exempt amounts set forth in the latest adopted edition of the California Fire Code.

31. ☐ **A fuel tank permit is required** for underground and aboveground gasoline/LPG/Diesel.

32. ☐ Combustible high-piled storage over 12 feet **requires a separate fire department review and permit.** Contact the fire department for further information.

33. ☐ Provide a Knox Box for all structures and gates. In accordance to the 2019 CFC 506.1. Location shall be approved by Hanford Fire Department.

34. ☐ Provide premises identification for all structures. Shall be visible from the street. A minimum of four (4) inch numbering on contrasting background. In accordance to the 2019 CFC 505.1

35. ☒ Insulated liquid carbon dioxide systems used in beverage dispensing applications with more than 100 pounds (45.4kg) of carbon dioxide shall comply with 2019 CFC 5307.3.1
36. ☒ Facility to provide minimum 2A10BC type fire extinguishers. Provide location and number of fire extinguishers to be installed in accordance to California Fire Code, section 906.
37. ☒ All exiting shall comply with California Fire and Building Code requirements. Requirements shall comply with section 10 of the 2019 CFC 1004.9
38. ☐ Posting of Occupant Load sign shall be provided if room or spaces used for Assembly, Classroom, Dining, or similar purposes having an occupant load of fifty (50) or more persons. Sign shall be placed in conspicuous location and near the main exit in accordance to CFC 1004.9
40. ☐ Any Special Event project shall comply with 2019 edition of the California Fire Code, chapter 31 for tent structures, exiting, fire extinguishers and other fire protection application.



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

Utilities Division Comments

PROJECT: SPR 2022-27 (502-1223) Guacworld

General:

1. That all work within the public street right-of-way shall be under the control of a General Engineering Contractor, licensed for that purpose. Contractor shall verify all conditions in the field prior to commencing construction.
2. That locations of existing water, sanitary sewer and storm drain mains in the vicinity of the project site will be marked by Public Works Department staff based upon the city's best available records. Contractor shall provide city with a minimum of 48 hours prior notice when requesting location of existing utilities at (559) 585-2564. The City of Hanford is not a member of Underground Service Alert (U.S.A.).
3. That all sewer and water utility work and materials shall conform to City of Hanford Standards and Specifications, latest edition.

Water:

1. That the developer shall provide an accurate fixture unit count and size water services in accordance with the requirements of the Uniform Plumbing Code, latest edition.
2. That the developer shall furnish and install any new water service assemblies required for the project including water meters and meter boxes for both domestic and landscape uses. If existing services are utilized, fixture counts to ensure adequate size of service is required. All new services are to connect to the alley water main or to Harris Street water main.
3. That the developer shall furnish and install appropriate cross connection/backflow prevention assemblies for all required water services, including fire service lines. Fire service system shall be a looped system with two points of connection to the City water main.
4. That all backflow prevention assemblies required for the development shall be tested and approved by a certified technician that has been approved by the City of Hanford prior to occupancy. Copies of all backflow test results shall be provided to the City of Hanford Utilities Division.
5. It is recommended that developer install a separate irrigation service to reduce the sewage usage bill. Sewage bills are calculated off of domestic water flows.

Sewer:

1. That the property owner is responsible for maintenance of all sanitary sewer laterals providing service to their property from building structure to the City Sanitary Sewer main, including connection fittings.
2. That the developer shall size sewer service lateral to serve the project site in accordance with requirements of the Uniform Plumbing Code, latest edition. All new sanitary sewer laterals shall connect to the alley sewer main or to the Harris Street sewer main.
3. That the developer shall furnish and install a floor drain inside any newly constructed Trash Enclosure per City Standard Detail GE-41 that will include a sand/grease separator per City Standard Detail SS-32 that connects to the City's Sanitary Sewer System, and shall also include hot and cold water connections.

Bob Williams

Utilities Manager

1/9/2023

Date



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

Engineering Division Comments

PROJECT: SPR 2022-27 (502-1223) Guacworld

General Requirements:

1. That the development shall comply with all applicable City of Hanford Standard and Specification requirements. Any deviation from said Standards and Specifications must be approved by the City Engineer prior to construction.
2. That an Encroachment Permit for all work located within the public street right-of-way shall be obtained from the Public Works Department prior to start of work. For additional information regarding Encroachment Permit requirements, contact the City Engineering Division at (559) 585-2558.
3. That the development is subject to a **\$2,700.00** Grading Plan Review fee in accordance with City Resolution No. 10-31-R, or any revisions thereof. Grading Plan Review fee shall be paid prior to issuance of building permits.
4. That the development is subject to Engineering Plan Review and Inspection fee based on the cost of improvements required to be constructed within the public street right-of-way, in accordance with City Resolution No. 92-58-R, or any revisions thereof. Subject fees shall be payable prior to approval of improvement plans.
5. That all financial and other arrangements for planning, engineering, scheduling, installation of and/or relocation of ungrounding of electric, gas, telecommunications, or other privately owned utilities are the sole responsibility of the developer. The developer is advised that significant project delays may result if utility issues are not resolved prior to start of construction.

Map and Plan Requirements:

1. That the developer shall submit to the City Engineer a set of construction plans on 24" X 36" size sheets for all required improvements. The plans shall be prepared by a licensed civil engineer, and shall include a site plan showing all on-site and off-site improvements, including but not limited to, sanitary sewer, storm drainage, and water system infrastructure, refuse enclosure locations, public street & parking lot improvements, landscape & irrigation systems and all other improvements as required by the project conditions of approval and the City of Hanford Standards and Specifications. Plans must be approved by the City of Hanford and any other affected agencies before issuance of building permits.
2. That prior to beginning any construction, or within twenty (20) calendar days after the approved plans are released by the City, the developer shall submit to the City of Hanford Engineering Division four (4) bond copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any.
3. That within twenty (20) calendar days after all improvements have been constructed and accepted by the City, the developer shall submit to the City of Hanford Engineering Division one (1) reproducible and one (1) bond copy of the approved set of improvement construction plans revised to reflect all field revisions and marked "RECORD DRAWING".

Drainage Requirements:

1. That the developer shall comply with all applicable State of California requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). If applicable to the project, a Notice of Intent for the development shall be electronically filed by the developer and accepted by the State Water Resource Control Board (SWRCB) prior to any disturbance of soils onsite. Documentation of SWRCB approval of the development shall be required by the City of Hanford prior to start of construction, and the developer shall comply with all SWRCB General Construction Permit requirements during construction. Contact the SWRCB at www.swrcb.ca.gov for further information.

Steve Coodey

1/9/2023

Assistant Engineer (559) 585-2582

Date



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

PROJECT: SPR 2022-27 (502-1223) Guacworld

2. That track-out of soil, gravel, or other construction-related materials on to public streets is prohibited.
3. That a drainage/site improvement plan for development be prepared by a license civil engineer for review and approval by the Public Works Department prior to the issuance of building permits. All construction shall be certified by a civil engineer as being constructed to approved plan.
4. That site grading and drainage shall comply with the approved grading and improvement plans for the development. Upon completion of construction, the developer's engineer shall provide a written statement that site grading and drainage has been completed in accordance with approved plans.

Curb, Gutter, and Sidewalk Requirements:

1. That the existing concrete curbs, gutters, and sidewalks located along the Seventh Street and Harris Street project frontages may remain in place provided they are found to be in functional condition and adequately sloped for proper drainage and meet ADA requirements. Sections damaged during construction, or otherwise found to be in disrepair, shall be removed and replaced with new curb and gutter, and sidewalk installed per City Standard CO-11 and CO-15. The locations of any such curbs, gutters, and sidewalks required to be reconstructed shall be shown on the engineered site improvement plans.

Drive Approaches

1. That the developer remove the existing drive approach on Seventh Street and replace with new curb, gutter and sidewalk. Adjust existing electrical box to match grade.
2. Remove existing drive approach on Harris Street and replace with drive approach per City Standard Detail CO-41 to a maximum width of 32' when measured between the bottom of each wing.

Street Requirements:

1. Traffic control within the City of Hanford right-of-way shall conform to the California Manual on Uniform Traffic Control (CA MUTCD) and shall be approved by the City of Hanford Public Works Dept. prior to scheduling work.
2. All underground piping shall be inspected prior to backfilling. All utility trench backfill and paving shall conform to City Standard Detail ST-8.

Steve Coodey

1/9/2023

Assistant Engineer (559) 585-2582

Date



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

PROJECT: SPR 2022-27 (502-1223) Guacworld

Development Impact Fees:

1. That development is subject to the following impact fees in accordance with city ordinances no. 90-09, 90-10 and 98-14, or any revisions thereof. Impact fee calculations are based upon square footage of structures as shown on the site plan. If changes are made to structure thereby increasing or decreasing structure floor areas, then impact fees will likewise change to reflect actual field conditions. Fees listed below reflect FY 22/23 rates effective October 1, 2022. All fees are payable prior to issuance of building permits. **(Proposed building area 1,537 sf.- (Existing of 1,172 sf with addition of 365 sf)- Site Area: 0.185 Acres).**
- A. That the development is subject to a **\$35,679.99 Circulation Impact Fee** in accordance with City Resolution No. 98-56-R, or any revisions thereof. Fee based on \$23,214.05 (Restaurant-No Drive-thru) X 1.537
- B. That the development is subject to a **\$2,145.19 Water System Impact Fee** in accordance with City Resolution No. 98-54-R, or any revision thereof.
- C. That the development is subject to a **\$2,273.07 Wastewater System Impact Fee** in accordance with City Resolution No 98-55-R, or any revision thereof.
- D. That the development is **NOT** subject to a **Storm Water System Impact Fee** in accordance with City Resolution No. 98-57-R, or any revision thereof.
- E. That the development is subject to a **\$177.06 Fire Protection Impact Fee** in accordance with City Resolution No. 98-52-R, or any revision thereof. Fee based on additional 365 sf.
- F. That the development is subject to a **\$225.10 Police Protection Impact Fee** in accordance with city Resolution No. 98-53-R, or any revision thereof. Fee based on additional 365 sf.
- G. That the development is subject to a **\$3,464.07 Refuse and Recycling Impact Fee** in accordance with City Resolution No 98-56-R, or any revision thereof. Fee is based on 3- 2 Cubic Yard containers.
- H. That the development is **NOT** subject to a Park Impact Fee in accordance with City Resolution No 05-64-R, or any revision thereof.

Steve Coodey

1/9/2023

Assistant Engineer (559) 585-2582

Date



City of Hanford

Public Works Department

900 South 10th Ave. • Hanford, CA 93230-5234 • (559) 585-2550

Refuse Division Comments

PROJECT: SPR 2022-27 (502-1223) Guacworld

General Requirements:

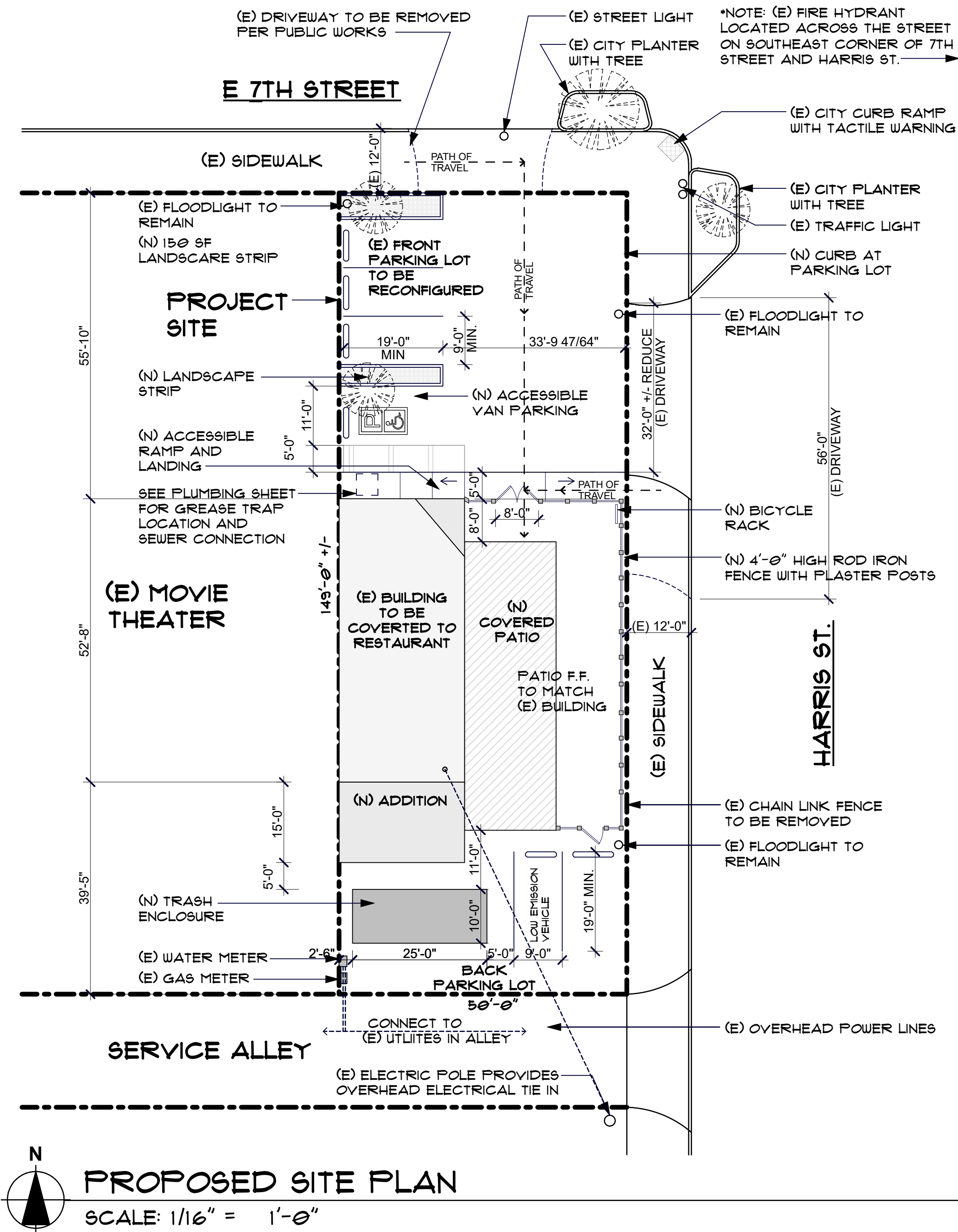
1. That a minimum 10' X 20' inside clear dimension masonry block refuse enclosure with 6' high perimeter walls shall be constructed in accordance with City Std. GE-41, modified to include installation of 12" X 12" interior concrete curbs and 10' concrete apron. If enclosure will be used to service restaurants then a separate grease bin container area shall be constructed in accordance with City Standard GE-41. The refuse enclosure shall have gates of chain-link fencing with earth-tone color vinyl slats or other approved gate material. The enclosure shall be architecturally compatible with surrounding buildings, and the location of the enclosure shall be approved by both the Public Works and Community Development Departments.
2. That nothing other than the city refuse bins shall be stored or kept in refuse enclosures.
3. That refuse enclosure gates shall be securely closed except when in use.
4. That refuse enclosures shall not be located adjacent to combustible construction or beneath windows or non-protected eaves.
5. That all on site vehicle routes used to service trash enclosure shall be constructed in accordance with City Standard GE-32 Industrial Parking Lot pavement requirements to provide an adequate pavement structure section for refuse truck use.
6. That the applicant shall participate in all available waste recycling & reuse programs **including the new requirement for food waste separate bin service (if applicable).**

Nick Mechem

1/9/2023

Refuse Supervisor (559) 585-7992

Date



GENERAL NOTES

1. ALTERATIONS TO FIRE SPRINKLER SYSTEM SHALL BE SUBMITTED AND PERFORMED UNDER SEPARATE PERMIT.

EGRESS NOTES

- 1. PANIC HARDWARE SHALL BE INSTALLED ON REQUIRED EXITS AMND EGRESS DOORS, SIGN SHALL BE POSTED OVER THE MAIN EXIT DOOR STATING "THIS DOOR TO REMAIN UNLOCKED WHEN THE BUILDING IS OCCUPIED" PER 2019 CFC, SECTION 1008.1.9.3 THE SIGN SHALL BE IN ONE INCH HIGH LETTERS ON CONTRASTING BACKGROUND.
- 2. MEANS OF EGRESS SHALL BE ILLUMINATED AT AN INTENSITY OF NOT LESS THAT 1 FOOT CANDLE (10.761X) AT THE FLOOR LEVEL.
- 3. "EXIT SIGN" SHALL BE INSTALLED AS REQUIRED PER CBC, INCLUDING SIGNS THAT INDICATE THE PATH OF TRAVEL WITHIN THE MEANS OF EGRESS SYSTEMS.
- 4. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOORS REQUIRED TO BE ACCESSIBLE BY CHAPTER 11A OR 11B SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. PER CBC 1010.1.9.1
- 5. DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE INSTALLED 34 INCHES (864 MM) MINIMUM AND 48 INCHES (1219 MM) MAXIMUM ABOVE THE FINISHED FLOOR. LOCKS USED ONLY FOR SECURITY PURPOSES AND NOT USED FOR NORMAL OPERATION ARE PERMITTED AT ANY HEIGHT PER CBC 1010.1.9.2
- 6. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS ARE NOT PERMITTED. THE UNLATCHING OF ANY DOOR OR LEAF SHALL NOT REQUIRE MORE THAN ONE OPERATION PER CBC 1010.1.9.4

OCCUPANCY LOAD CALCS		PER CBC 1004.1 & TABLE 1004.5	
OCCUPANCY	SQ. FT	MAX. ALLOWABLE AREA	OCCUPANCY LOAD
DINING:	470 SF	15 NET SF	32
SERVICE AREA:	425 SF	100 GROSS SF	5
OUTSIDE SERVICE AREA:	241 SF	100 GROSS SF	3
KITCHEN:	679 SF	200 GROSS SF	3
BATHROOM:	293 SF	100 GROSS SF	1
TOTALS:	2108 SF		44
OCCUPANCY TOTAL: 44			
OCCUPANCY TYPE: ASSEMBLY GROUP A-2 PER CBC 303.3			

SETBACKS AND ZONING

REQUIRED FRONT BUILDING SETBACK: 0'-0"
REQUIRED SIDE BUILDING SETBACK: 0'-0"
REQUIRED REAR BUILDING SETBACK: 0'-0"

NEGHBORING PROPERTY ZONING:

NORTH PROPERTY = MX-D
EAST PROPERTY = MX-D
SOUTH PROPERTY = MX-D
WEST PROPERTY = MX-D

PARKING INFO

PARKING STALLS: 6 TOTAL
ACCESSIBLE STALLS: 1 (1 PER 25 STALLS)
LOW EMISSION SPACES: 1 (1 PER 25 STALLS)
BICYCLE PARKING SPACES: 1 (1 PER 5,000SF)

SHEET INDEX

- A-1.1 SITE PLAN, VICINTIY MAP, PROJECT INFO
- A-1.2 SITE NOTES AND DETAILS
- A-2 GENERAL NOTES, DETAILS
- CAL-1 CALGREEN NOTES
- CAL-2 CALGREEN NOTES
- CAL-3 CALGREEN NOTES
- A-3 FLOOR PLAN
- A-4 REFLECTED CEILING PLAN
- A-5 ROOF PLAN, FRAMING PLAN
- A-6 ELEVATIONS, SECTIONS
- A-7 ACCESSIBILITY PLAN
- A-8 ACCESSIBILITY PLAN
- A-9 ACCESSIBILITY PLAN
- E-1 ELECTRICAL PLAN
- E-2 ELECTRICAL PLAN
- P-1 PLUMBING PLAN
- P-2 PLUMBING PLAN
- P-3 PLUMBING DETAILS
- F-1 FIRE PLAN
- M-1 HOOD SECT AND DETAILS
- M-2 MECHANICAL DETAILS
- M-3 FIRE WRAP DETAILS, MUA SPECS
- S1.1 STRUCTURAL DRAWINGS
- S1.2 STRUCTURAL DRAWINGS
- S1.3 STRUCTURAL DRAWINGS
- S1.4 STRUCTURAL DRAWINGS
- S1.5 STRUCTURAL DRAWINGS
- S2.1 STRUCTURAL DRAWINGS
- S3.1 STRUCTURAL DRAWINGS
- S4.1 STRUCTURAL DRAWINGS
- S5.1 STRUCTURAL DRAWINGS
- S5.2 STRUCTURAL DRAWINGS
- S6.1 STRUCTURAL DRAWINGS

PROJECT INFO

ZONE: MX-B
ASSESSOR'S PARCEL NUMBER: 012-046-005
PROJECT ADDRESS:
125 S. HARRIS ST.
HANFORD, CA 93230

SCOPE OF WORK

PROPOSED USE RESTURANT. PROPOSED ADDITION OF 365 SF TO (E) BUILDING AND (N) COVERED PATIO DINING AREA 714SF. ADDITION OF NEW HOOD AND COOKING EQUIPMENT AND BATHROOMS TO (E) BUILDING

AGENCIES

BUILDING DEPARTMENT:
CITY OF HANFORD
BUILDING DIVISION
317 N. DOUTY STREET
HANFORD, CA
(559) 585-2581

ENVIRONMENTAL HEALTH DEPARTMENT:
KINGS COUNTY HEALTH DEPARTMENT
330 CAMPUS DR.
HANFORD, CA 93230
559-584-1401

CONTACT INFO

CONTACT PERSON:
DAVID VALENZUELA
DIV93230@GMAIL.COM
559-589-5411

ARCHITECT

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805-637-6594

CONTRACTOR

PHEONIX FIRE PROTECTION
CORY CREGOR
210 S. COTA CT.
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559-622-8969

ARCHITECT

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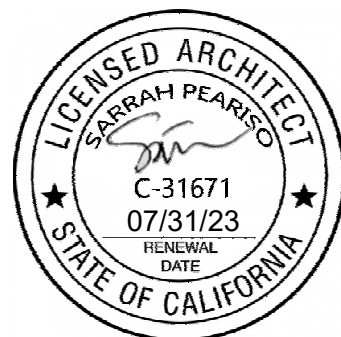
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TENANT IMPROVEMENTS

125 S. HARRIS ST
HANFORD, CA
93230



11/21/2022	
9/15/2022	PC RESUBMITTAL
4/8/2022	PLAN CHECK SUBMITTAL
2/9/2022	DEMO PERMIT
DATE	DESCRIPTION

PROJECT NO.
MODEL FILE:
GUAC WORLD.11-21-22.PLN
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SHEET TITLE
TITLE SHEET,
PROJECT INFO, SITE
PLAN

A-1.1

ABBREVIATIONS

AFF ABOVE FINISH FLOOR
FF FINISH FLOOR
APN ASSESSOR'S PARCEL NUMBER
CMU CONCRETE MASONRY UNIT
CO CLEAN OUT
CONC CONCRETE
DET DETAIL
DS DOWNSPOUT
(E) EXISTING
(N) NEW
EP ELECTRIC POLE
EM ELECTRIC METER
EOP EDGE OF PAVEMENT
FT FEET
IN INCHES
GM GAS METER
PL PROPERTY LINE
PUE PUBLIC UTILITY EASEMENT
CL CENTER LINE
TOW TOP OF WALL
TP TOP PLATE
TYP TYPICAL
STR STRUCTURAL
WV WATER VALVE

SQUARE FOOTAGES

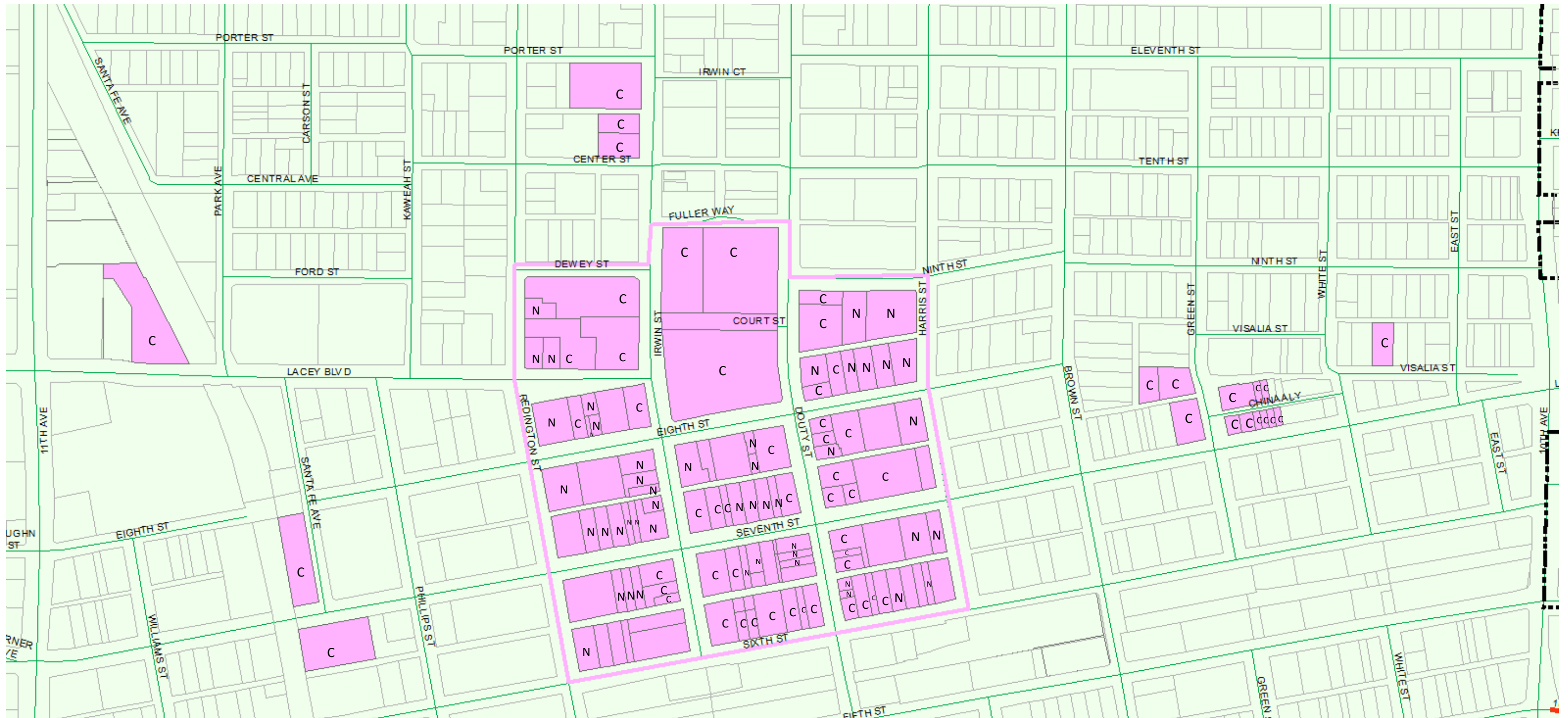
(E) BUILDING	1172 SF
(N) ADDITION	365 SF
TOTAL:	1537 SF
(N) PATIO AREA	714 SF

APPLICABLE CODES

2019 CALIFORNIA ADMINISTRATIVE CODE, TITLE 24 PART 1
2019 CALIFORNIA BUILDING CODE, TITLE 24 PART 2 (PARTS 8 & 10 INCLUDED)
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA ENERGY CODE, TITLE 24 PART 6
2019 CALIFORNIA FIRE CODE, TITLE 24 PART 9
2019 CALIFORNIA REFERENCED STANDARDS CODE, TITLE 24 PART 12



Historic Overlay Zone and Properties



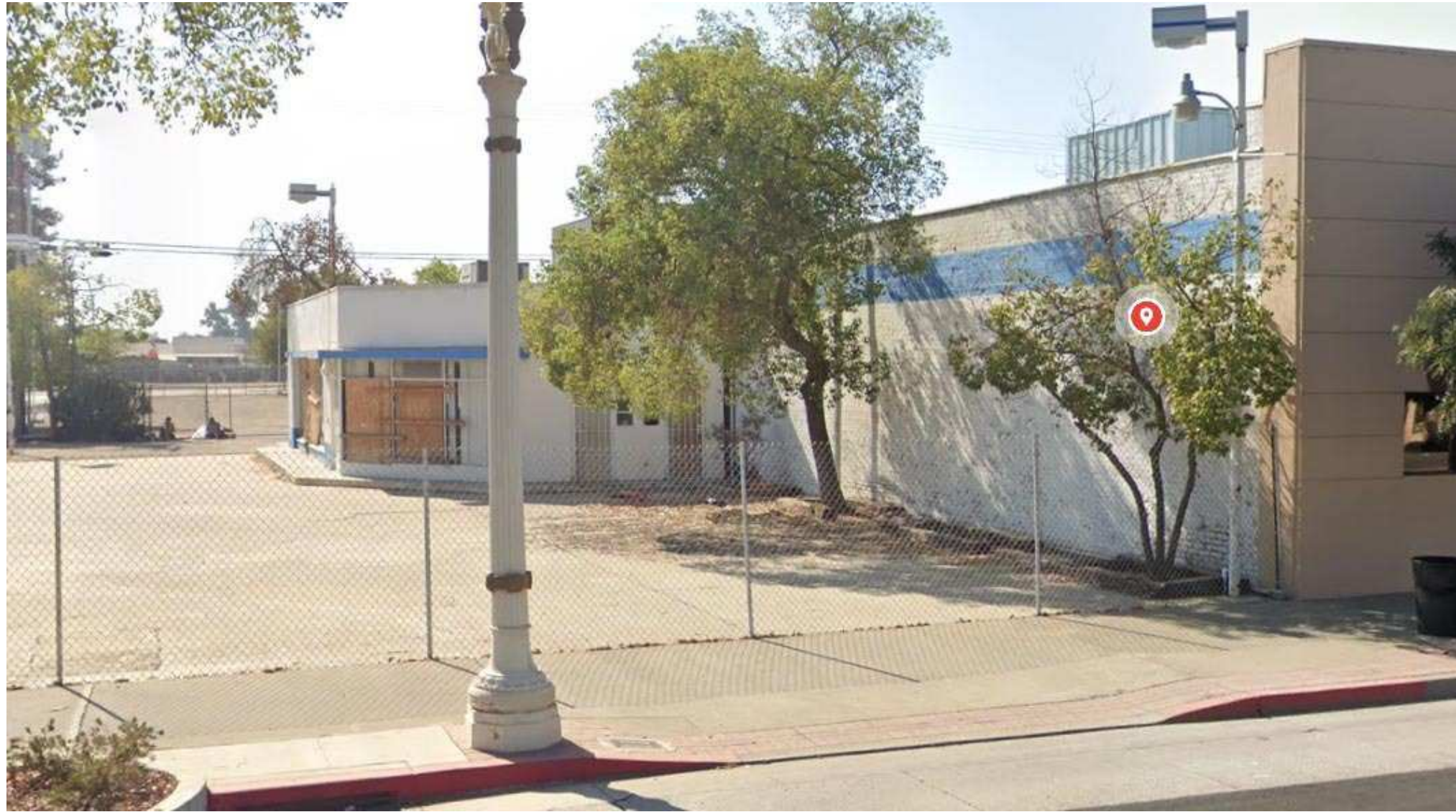
Legend	
	- Historic Overlay Zone
	- Historic Properties
C	- Contributing Buildings
N	- Noncontributing Buildings



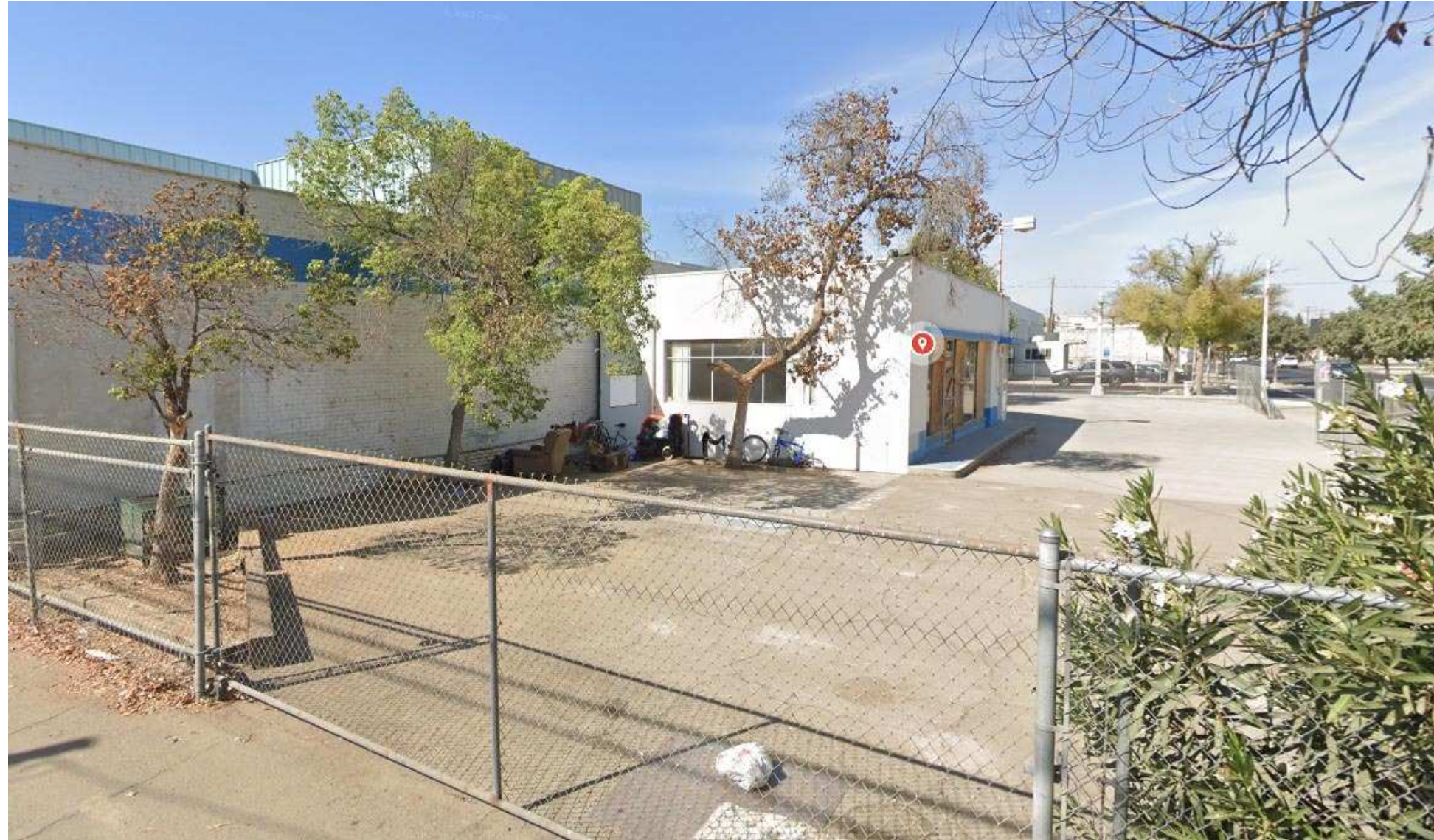
EAST ELEVATION



NORTHEAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

ARCHITECT

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IMPROVEMENTS

125 S. HARRIS ST
HANFORD, CA
93230

APN: 012-046-005



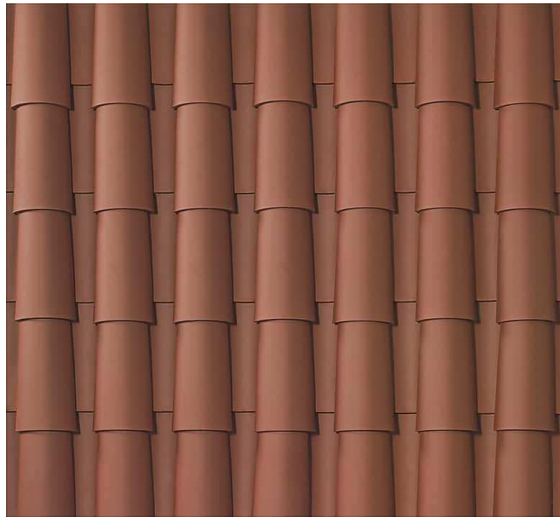
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9/15/2022	PC RESUBMITTAL
4/8/2022	PLAN CHECK SUBMITTAL
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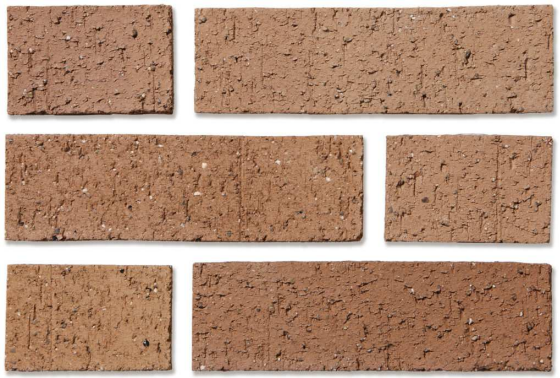
SHEET TITLE

SITE PHOTOS

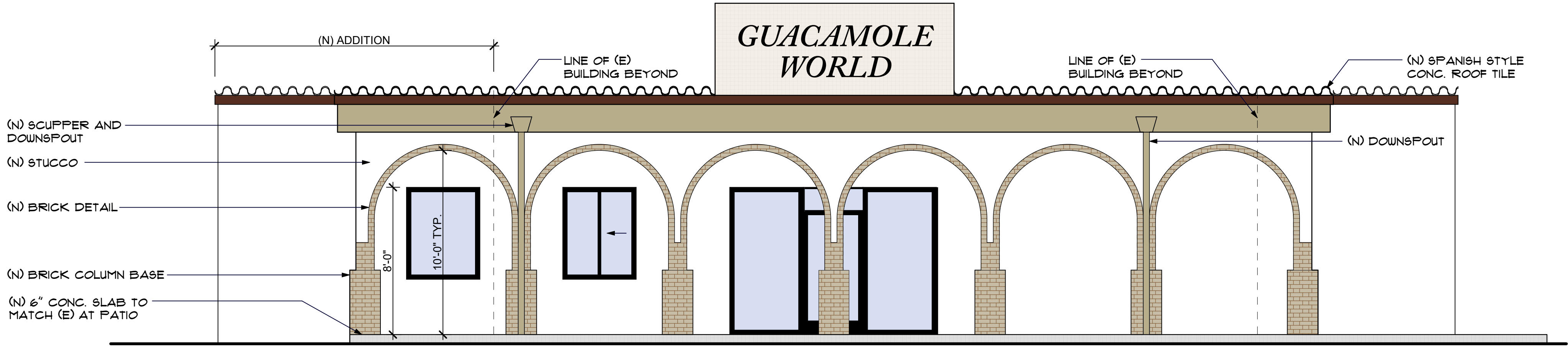
H-1



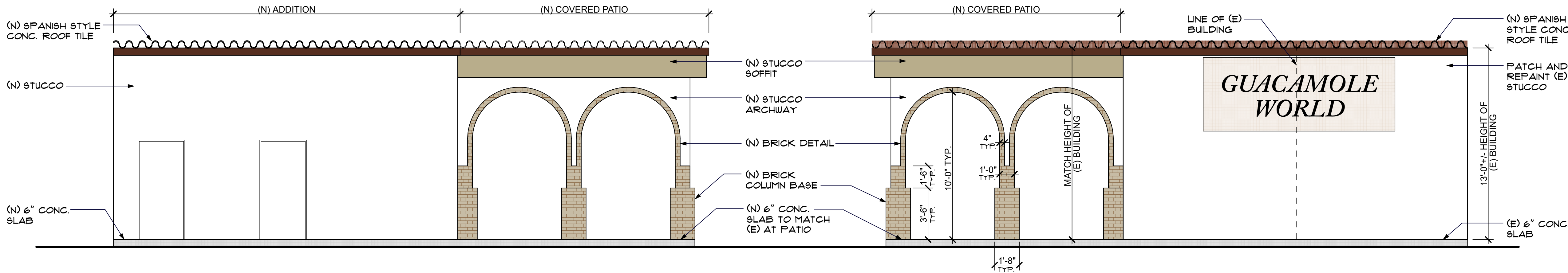
CONCRETE SPANISH STYLE
ROOF TILE
COLOR: MADERA



SLIMBRICK ARCHITECTURAL
BRICK OR SIMILAR
COLOR: TAN TERRA
STYLE: MISSION

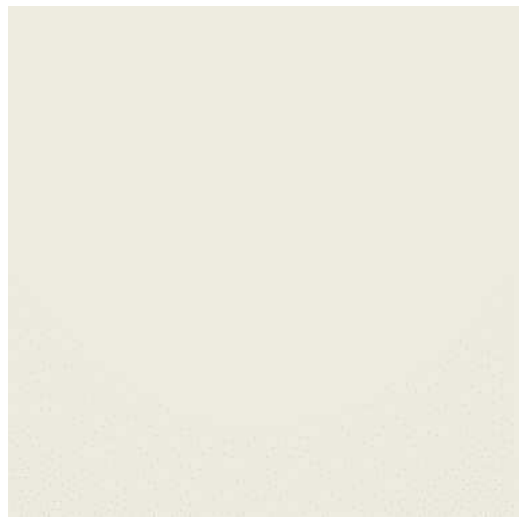


1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



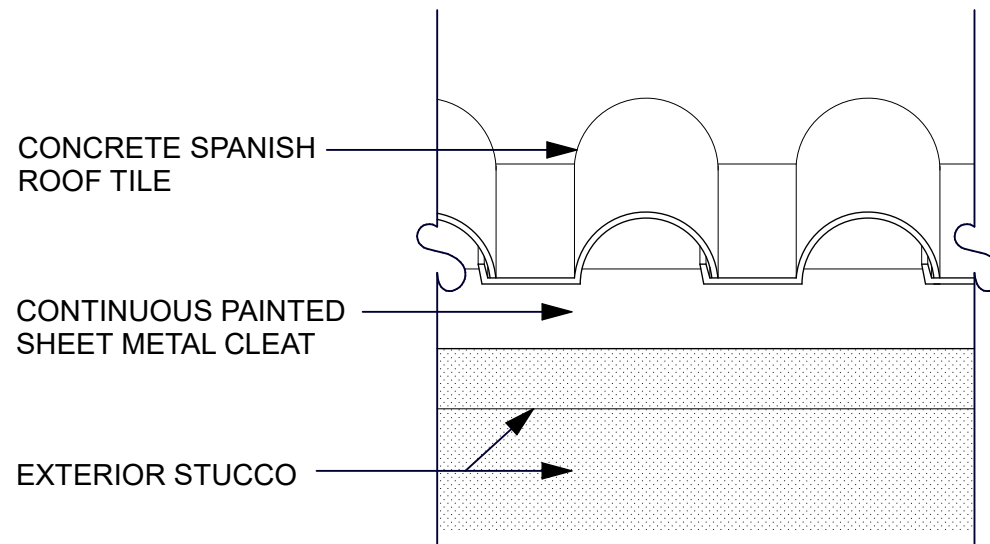
BASE COLOR
COLOR: SHERMAN WILLIAMS
SW1008 ALABASTER



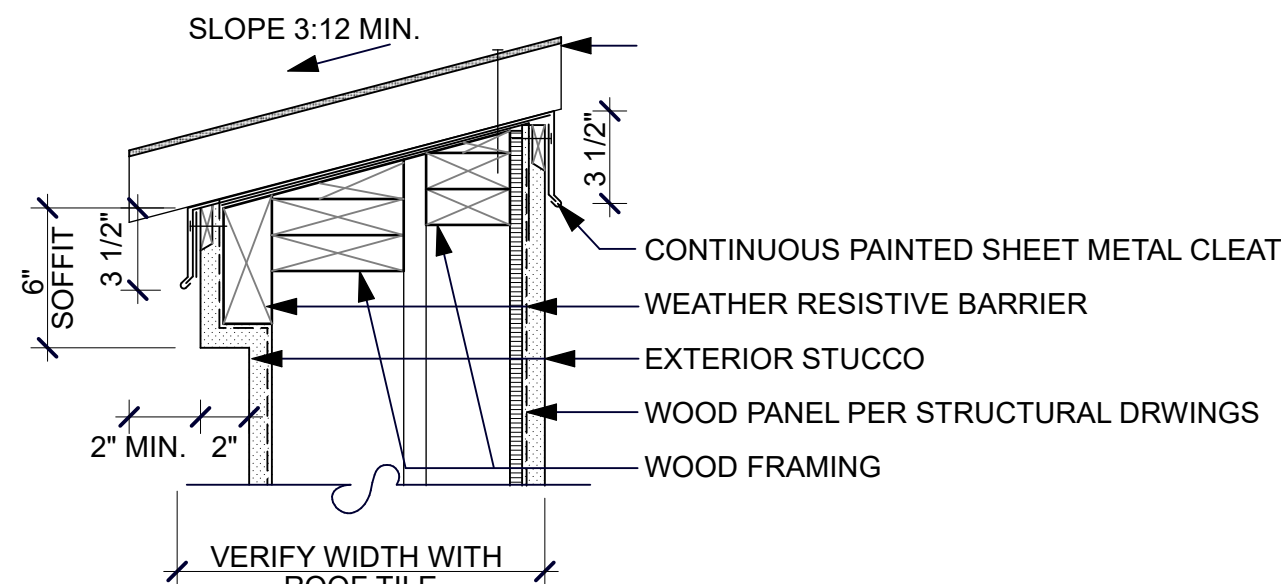
ACCENT COLOR
COLOR: SHERMAN WILLIAMS
SW2813 DOWNING STRAW



ACCENT COLOR
COLOR: SHERMAN WILLIAMS
SW2638 POLISHED
MAHOGANY



ELEVATION VIEW



SECTION VIEW

4 PARAPET COPING DETAIL
SCALE: 1 1/2" = 1'-0"

ARCHITECT

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TENANT
IMPROVEMENTS
125 S. HARRIS ST
HANFORD, CA
93230

APN: 012-046-005



2/9/2023	
9/15/2022	PC RESUBMITTAL
4/8/2022	PLAN CHECK SUBMITTAL
2/9/2022	DEMO PERMIT
DATE	DESCRIPTION

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SHEET TITLE
ELEVATIONS,
DETAILS

A-6

EQUIPMENT SCHEDULE			ELECTRICAL REQUIREMENTS								WATER		DRAIN		GAS	
NO.	DESCRIPTION	DIMENSIONS W x D x H	AMPS	WATTS	H.P.	VOLTS	POLE	DIRECT	PLUG	HOT	COLD	DIRECT	INDIRECT	BTUs	FITTING	
01	PREP TABLE	11'-0" x 2'-0"														
02	HAND SINK	16" x 18"								1"	1"	1 1/2"				
03	PREP TABLE	37" x 60" x 53.25"														
04	6 BURNER RANGE	33" x 36" x 60"												210,000	3/4	
05	COMMERCIAL HOOD	12'-0" x 4'-0"														
06	GRIDDLE	36" x 27" x 16.5"												90,000	3/4	
07	STEAM TABLE															
08	CHARBROILER	36" x 29" x 15.5"												22,000	3/4	
09	GAS FRYER	15.50" x 29.25" x 45"												120,000	3/4	
10	PREP FRIDGE	60" x 37" x 53.25"	4.5		1/3											
11	PREP TABLE	60" x 24"														
12	POS COUNTER	VERIFY IN FIELD														
13	SERVICE COUNTER	60" x 18"														
14	BEER TAPS	48" x 24.5" x 51.25"	2.5		1/4											
15	ICE MACHINE (WALL MOUNT)	22" x 24" x 23"	20			115										
16	SODA MACHINE															
17	DISH TABLE	30" x 60" x 44.75"														
18	DISHWASHER	25.25" x 44.25" x 67"	16			115				3/4"	3/4"	2"				
19	DISH TABLE	30" x 60" x 44.75"														
20	ICE MACHINE	22" x 24" x 23"	20			115										
21	HAND SINK	16" x 18"								1"	1"	1 1/2"				
22	PREP TOP FREEZER	72" X 30"	8.9		3/4											
23	3 COMPARTMENT SINK	31" X 97"								1/2"	1/2"	1 1/2"				
24	PREP SINK	44" x 28" x 45"														
25	MOP SINK	24" x 24"										3"				
26	6X8 WALK-IN COOLER	6'-0" x 8'-0" x 10"	9.6			208-230										
27	WATER HEATER													90,000	3/4	
28	WATER TREATMENT										3/4"					
29	(4) OUTDOOR HEATERS		4.2		1/8									125,000		

FLOOR PLAN NOTES:

1. A MANUAL ACTUATION DEVICE SHALL BE LOCATED AT OR NEAR A MEANS OF EGRESS FROM THE COOKING AREA NOT LESS THAN 10 FEET (3048 MM) AND NOT MORE THAN 20 FEET (6096 MM) FROM THE KITCHEN EXHAUST SYSTEM. THE MANUAL ACTUATION DEVICE SHALL BE INSTALLED NOT MORE THAN 48 INCHES (1200 MM) OR LESS THAN 42 INCHES (1067 MM) ABOVE THE FLOOR AND SHALL CLEARLY IDENTIFY THE HAZARD PROTECTED. THE MANUAL ACTUATION SHALL REQUIRE A MAXIMUM FORCE OF 40 POUNDS (178 N) AND A MAXIMUM MOVEMENT OF 14 INCHES (356 MM) TO ACTUATE THE FIRE SUPPRESSION SYSTEM PER CBC 904.12.1

2. FIRE EXTINGUISHERS PROVIDED FOR THE PROTECTION OF COOKING EQUIPMENT SHALL BE OF AN APPROVED TYPE COMPATIBLE WITH THE AUTOMATIC FIRE-EXTINGUISHING SYSTEM AGENT. COOKING EQUIPMENT INVOLVING SOLID FUELS OR VEGETABLE OR ANIMAL OILS AND FATS SHALL BE PROTECTED BY A CLASS K-RATED PORTABLE EXTINGUISHER IN ACCORDANCE WITH SECTIONS 906.1, ITEM 2, 906.4.1 AND 906.4.2 OF THE CALIFORNIA FIRE CODE, AS APPLICABLE. PER CBC 906.3 AND 906.4

3. PROVIDE EGRESS ILLUMINATION AS SHOWN ON PLANS IN ACCORDANCE WITH CBC 1008. PROVIDE TACTILE SIGN AT EACH EXIT DOOR PER CBC 1013.4. SEE DETAIL A/SHEET A-3. EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL IN CASES WHERE THE EXIT OR THE PATH OF EGRESS TRAVEL IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS. INTERVENING MEANS OF EGRESS DOORS WITHIN EXITS SHALL BE MARKED BY EXIT SIGNS. EXIT SIGN PLACEMENT SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FEET (30480 MM) OR THE LISTED VIEWING DISTANCE FOR THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN PER CBC 1013. TACTILE EXIT SIGNS SHALL BE PROVIDED AT ALL EXITS PER CBC 1013.4

HEALTH DEPARTMENT GENERAL NOTES:

1. CEILINGS FINISHES IN KITCHEN/COOKING AREA AND BATHROOMS SHALL BE SEMI GLOSS LIGHT COLORED PAINT OR BETTER.

2. ALL WALLS IN KITCHEN/COOKING AREAS SHALL BE FRP. FRP SHALL EXTEND 8' VERTICALLY UP WALL. ALL OTHER WALLS SHALL BE SEMI GLOSS PAINT OR BETTER.

3. ALL FLOORS, EXCEPT IN SALES AND DINING AREA SHALL BE QUARRY TILE. GROUT SHALL BE APPLIED EVENLY AND SHALL BE IMPERVIOUS TO GREASE, OIL, ACID AND WATER. TILE SHALL HAVE 3/8 INCH MIN. RADIUS COVING AT JUCTURE OF FLOOR AND WALL. FLOORING SHALL EXTEND MIN. OF 4 INCHES UP WALL.

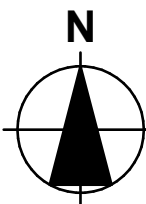
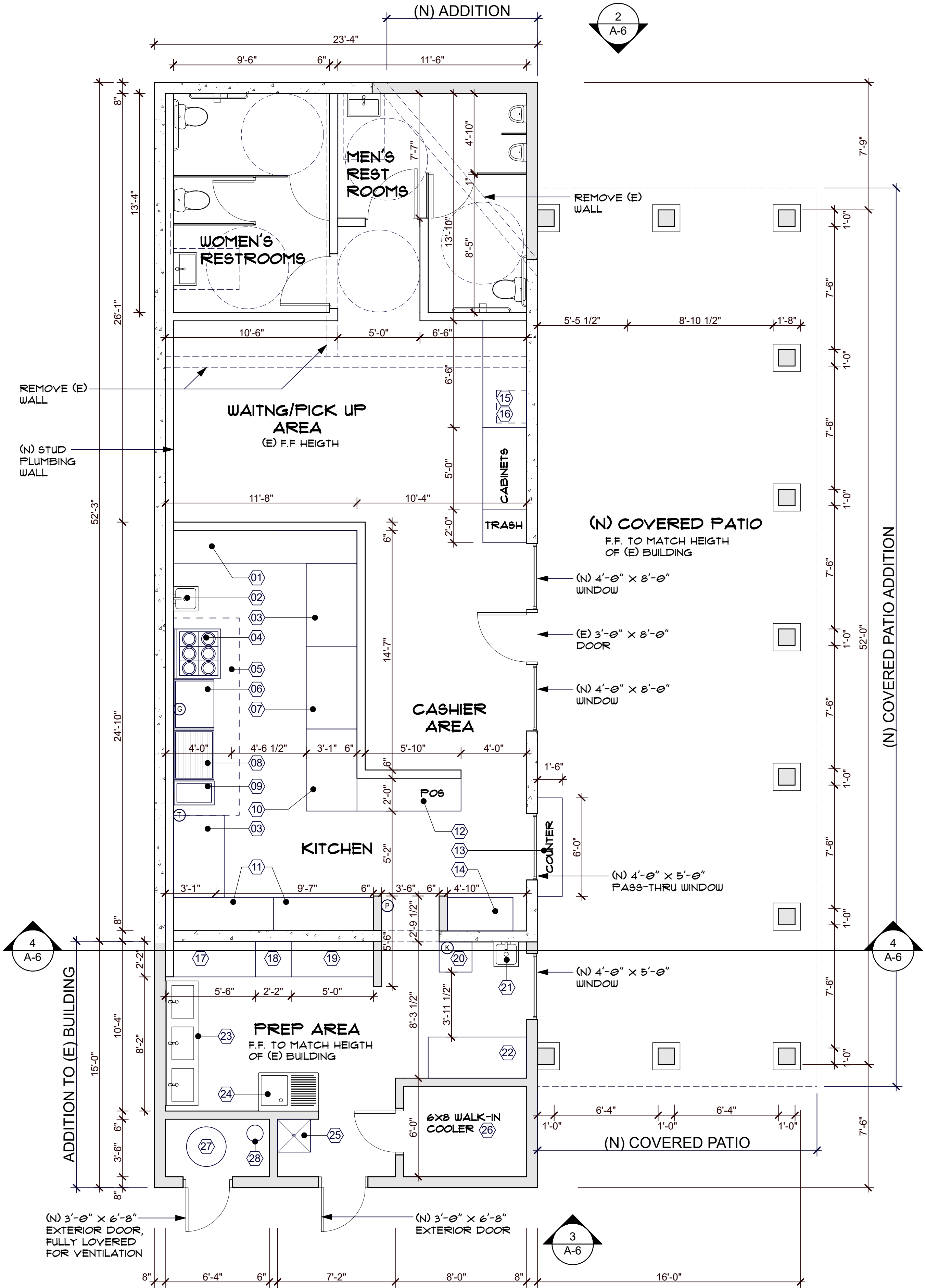
4. ANY EQUIPMENT REQUIRING USE OF PROPANE SHALL NOT BE USED ON SITE.

5. ALL COOKING EQUIPMENT SHALL HAVE 6" CLEARANCE FROM EDGE OF HOOD.

6. ALL MATERIALS IN WALL BEHIND TYPE I HOOD TO BE NON-COMBUSTIBLE INCLUDING BUT NOT LIMITED TO PLUMBING PIPES, ELECTRICAL CONDUIT/BOXES, AND WALL FRAMING.

KEYNOTE LEGEND

SYMBOL	ITEM DESCRIPTION
(T)	TANK
(G)	GAS VALVE - AUTOMATIC
(K)	K-CLASS FIRE EXTINGUISHER
(P)	REMOTE PULL STATION



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

ARCHITECT

SARRAH PEARISO

ARCHITECT

1895 BUSCHBORN RD.

PEYTON, CO 80831

805-637-6594

SPEARISO@GMAIL.COM

CONTRACTOR

PHOENIX FIRE

PROTECTION

210 S. COTA CT.

VISALIA, CA 93292

559-622-8969

CORY CREGOR

LIC# 119030

COPYRIGHT: THESE PLANS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF SARRAH PEARISO ARCHITECT. THEY ARE NOT TO BE REPRODUCED IN PART OR WHOLE OR USED ON ANY OTHER PROJECTS EXCEPT BY AGREEMENT IN WRITING BY SARRAH PEARISO ARCHITECT.

TENANT
IMPROVEMENTS

125 S. HARRIS ST
HANFORD, CA
93230



9/15/2022	
9/15/2022	PC RESUBMITTAL
4/8/2022	PLAN CHECK SUBMITTAL
2/9/2022	DEMO PERMIT
DATE	DESCRIPTION

PROJECT NO.
MODEL FILE:
GUAC WORLD-9-15-22.PLN
DRAWN BY: SP
COPYRIGHT:

SHEET TITLE
FLOOR PLAN

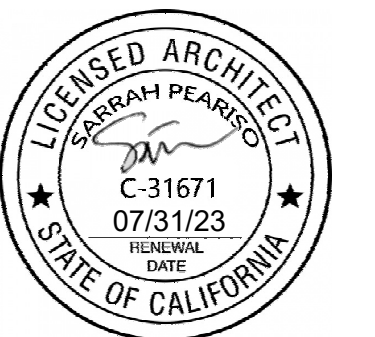
A-3

SARRAH PEARISO
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PHOENIX FIRE
PROTECTION
210 S. COTA CT.
VISALIA, CA 93292
559-622-8969
CORY CREGOR
LIC# 179030

TENANT
IMPROVEMENTS

125 S. HARRIS ST
HANFORD, CA
93230

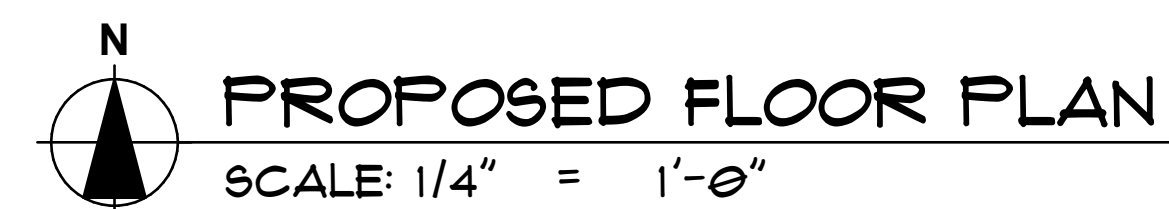
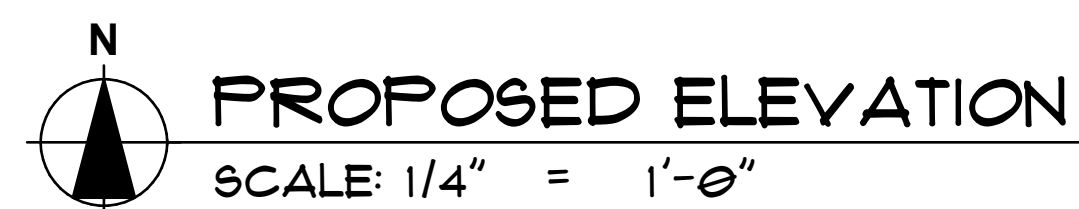


9/15/2022	
9/15/2022	PC RESUBMITTAL
4/8/2022	PLAN CHECK SUBMITTAL
2/3/2022	DEMO PERMIT
DATE	DESCRIPTION

SHEET TITLE

ROOF PLAN,
FRAMING PLAN

A-5



Notice of Exemption 2022-67

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Historic Resources Permit HRA0002-23

Project Location – 125 S. Harris St. (APN 012-046-005)

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: Historic Resources Permit HRA0002-23: a request by Guacamole World to enlarge the existing building and construct a patio for a restaurant. The property is designated as a noncontributing building within the Historic Overlay Zone.

Name of Public Agency Approving Project: City of Hanford

Name of Person or Agency Carrying Out Project: Sarrah Peariso

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption: State type and section number: 15301 Existing Facilities
☐ Statutory Exemption. State code number:

Reasons why project is exempt:

The City of Hanford determined the project to be exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines. Section 15301 states that Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. This project involves the minor alteration of an existing private structure, involving negligible or no expansion of the existing or former use.

Lead Agency

Contact Person: Mark Manha Area Code/ Telephone: (559) 585-2583

Signature: _____ Date: July 18, 2023 Title: Associate Planner

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of Mural No. 0001-23: a request by the Kings Art Center to paint a mural onto the exterior wall of an existing building. The property is located at 605 N. Douty Street. (APN 010-221-021)

RECOMMENDATION:

That the City Council, by motion, adopt Resolution 23-22-R approving Mural No. 0001-23.

BACKGROUND:

See staff report attached.

FISCAL IMPACT:
ATTACHMENTS:

1. Staff Report - Kings Art Center
2. Resolution No. 23-22-R
3. Attachment 1 - Mural

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, July 18, 2023

PROJECT: **Mural No. 0001-23:** a request by the Kings Art Center to paint a mural onto the exterior wall of an existing building. The property is located at 605 N. Douty Street. (APN 010-221-021)

STAFF RECOMMENDATION

1. Staff recommends that the City Council, by motion, adopt Resolution 23-22-R approving Mural No. 0001-23.

RECOMMENDED MOTION

1. I move to adopt Resolution 23-22-R approving Mural No. 0001-23.

PROJECT DESCRIPTION

The project is a request by the Kings Art Center to paint a mural onto the exterior wall of an existing building. A mural shall be defined as the following:

“Wall mural” or “mural” means an art form consisting of paint applied to a wall surface depicting a scene, personal experience or observation. A wall mural is to be public art, not for the purpose of identifying, advertising or drawing attention to a particular business, service or economic activity. For the purpose of regulation, hand painted signs on walls that contain commercial speech are considered signs and are not considered murals. Wall painting that has not been approved through a mural permit is considered graffiti.

As shown in **Attachment 1**, the mural depicts a variety of art tools and will be painted onto a portion of the west-facing wall of 605 N. Douty Street with an exterior vinyl paint. In accordance with Hanford Municipal Code Section 17.56.230, no person shall paint a wall mural on the exterior of any structure or change any existing mural on the exterior of any structure prior to the issuance of a wall mural permit issued by the City Council.

Mural Description

The mural is approximately 7 feet x 12 feet in size and will be located near the front entrance of the building, facing Douty Street. The design consists of various artistic tools, including two paint brushes, a pencil, and a pair of scissors. A blue and cyan paint streak extends from the larger paint brush. Each tool is primarily painted blue and cyan, all set against an orange background. The colors of the mural match the colors of the Kings Art Center logo.

At the suggestion of the City Attorney, wall murals shall only need to satisfy the following design criteria of Section 17.56.230(I) of the Hanford Municipal Code.

1. Have a plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. In the event that the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the

public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.

ANALYSIS: The artist shall use a boom lift and ladders to safely access any area on the building out of reach. The applicant will also use caution tape to secure the work area to prevent passersby from disturbing the work area. The area of work is set back from the right-of-way, however, if necessary, any use of the public right-of-way will require approval of an encroachment permit by the Public Works Department.

2. To the extent feasible, the mural shall be vandal and graffiti resistant by using an approved graffiti/UV coating.

ANALYSIS: A condition of approval shall be that to the extent feasible, the mural shall be vandal and graffiti resistant by using an approved graffiti/UV coating.

All enforceable design criteria for wall murals stated in Section 17.56.230(l) are satisfied.

FINDINGS FOR APPROVAL

In accordance with Section 17.56.230 of the Hanford Municipal Code, staff recommends approval of Mural No. 0001-23 and that the following findings are made:

1. That the proposal is consistent with the intent of development standards for wall murals.
2. That the mural preserves and enhances the visual attractiveness of the City for residents, businesses, and visitors.
3. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

RECOMMENDATION – CONDITIONS OF APPROVAL

The City Council shall identify conditions of approval for the issuance of a wall mural permit.

Staff recommends that the City Council approve Mural No. 0001-23, subject to the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
2. That the alterations to the exterior be completed in accordance with the proposed design. Minor changes may be approved by the Community Development Director.
3. That to the extent feasible, the mural shall be vandal and graffiti resistant by using an approved graffiti/UV coating.
4. That the applicant, the owner of the structure, and the artist shall agree pursuant to language prepared by the City to indemnify, defend, and hold the City of Hanford its officials, officers,

employees and agents harmless from and against any and all damages or liabilities of whatever nature arising out of or in connection with the wall mural.

Applicant/Property Owner:

Kings Art Center
605 N. Douty St.
Hanford, CA 93230

RESOLUTION 23-22-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD APPROVING MURAL NO. 0001-23, A REQUEST TO PAINT A MURAL ONTO THE EXTERIOR WALL OF AN EXISTING BUILDING. THE PROPERTY IS LOCATED AT 605 N. DOUTY STREET. (APN 010-221-021).

At a regular meeting of the City Council of the City of Hanford duly called and held on July 18, 2023, at 7:00 p.m. in the Council Chambers of the Civic Auditorium, it was moved by Council Member _____, and seconded by Council Member _____, and duly carried, that the following resolution be adopted:

WHEREAS, an application, filed by the Kings Art Center for Mural No. 0001-23, as shown in **Exhibit A**, was presented to the City Council; and

WHEREAS, the proposed project is located at 605 N. Douty Street. (APN 010-221-021); and

WHEREAS, the City Council of the City of Hanford, at a regular meeting on July 18, 2023, reviewed the request for Mural No. 0001-23; and

WHEREAS, Section 15301 of the California Environmental Quality Act Guidelines categorically exempts “Existing Facilities” from Environmental Review; and

WHEREAS, the City Council of the City of Hanford reviewed the application for Mural No. 0001-23 and found that the application is consistent with Section 17.56.230 of the Hanford Municipal Code and that the following findings are made:

1. That the proposal is consistent with the intent of development standards for wall murals.
2. That the mural preserves and enhances the visual attractiveness of the City for residents, businesses, and visitors.
3. That the request will not adversely affect the public health, safety, and general welfare of the citizens of Hanford.

THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby approves Mural No. 0001-23, subject to the following conditions:

1. That approval of this project does not exempt compliance with all applicable sections of the Zoning Ordinance, Public Works Improvement Standards, fees, or other City Ordinances.
2. That the alterations to the exterior be completed in accordance with the proposed design. Minor changes may be approved by the Community Development Director.

3. That to the extent feasible, the mural shall be vandal and graffiti resistant by using an approved graffiti/UV coating.
4. That the applicant, the owner of the structure, and the artist shall agree pursuant to language prepared by the City to indemnify, defend, and hold the City of Hanford its officials, officers, employees and agents harmless from and against any and all damages or liabilities of whatever nature arising out of or in connection with the wall mural.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Hanford hereby approves Mural No. 0001-23. Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on July 18, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED: _____

TRAVIS PADEN
MAYOR of the City of Hanford

ATTEST: _____

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 18th day of July, 2023.

Date: _____

NATALIE CORRAL
CITY CLERK

Exhibit A
Approved Design







AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Adoption of Resolution 23-24-R, approving the Annual Engineer's Report and Intention to Levy and Collect Assessments for Fiscal Year 2023/2024 as outlined in the Annual Engineer's Report, which has been prepared pursuant to Chapter 3 of the Landscape and Lighting Act of 1972. The proposed assessments outlined in the Engineer's Report are less than or equal to the authorized maximum assessment for each landscape assessment district.

Recommendation: Staff recommends that City Council adopt Resolution 23-24-R, approving the Annual Engineer's Report and Intention to Levy and Collect Assessments for Fiscal Year 2023/2024 as outlined in the Annual Engineer's Report, which has been prepared pursuant to Chapter 3 of the Landscape and Lighting Act of 1972. The proposed assessments outlined in the Engineer's Report are less than or equal to the authorized maximum assessment for each landscape assessment district.

Recommended Motion: Adopt Resolution 23-24-R approving the Annual Engineer's Report and declaring its intention to levy and collect assessments for established landscape assessment districts.

BACKGROUND:

In accordance with Chapter 3 of the Landscaping and Lighting Act of 1972 ("Act"), an Annual Engineer's Report addressing adjustments based on a review of the costs of maintenance of public improvements must be prepared and submitted to the City Council for action. The Streets and Highway Code, as referenced in the Act, requires the holding of a public hearing for Landscape Districts identified in the Annual Engineer's Report as showing an increase, decrease, or no change in the annual assessment amount.

At the regular City Council meeting on August 1, 2023, a public hearing will be held; the City Council shall consider all public input before taking final action on confirming and levying the assessments proposed in the Annual Engineer's Report. Regarding the Districts identified in the Annual Engineer's Report as showing an increase in the annual assessment amount, the City Council must consider all protests against the proposed increase in the assessment amount and tabulate any protests delivered to the City before the close of the public hearing. Per Article XXX D, Section 4 of the California Constitution, if the ballots submitted in opposition to the increased assessment exceed the ballots submitted in favor of the increased assessment, the assessment amount shall not be increased. If the increase in the assessment to maintain the current level of service for the existing landscape area is voted down, the current level of service may be reduced. In tabulating the protests, the protests shall be weighed according to the proportional financial obligation of each affected parcel

of real property.

The Annual Engineer's Report identifies an increase in the annual assessment from the previous year and the reasons for the increase, including the imposition of 4.6% Standard Annual CPI Increase (December 2022) in accordance with California Government Code section 53739(b)(1) for the following Districts:

1. 93-02 Walnut Forest, No. 1, 2 and 3
2. 01-02 Cambridge Homes (Tract 770), No. 1, 2 and 3
3. 01-04 Silver Oaks, No. 1, 2, 3, 4 and 5
4. 02-01 Ashton Park, No. 1, 2, 3 and 4
5. 04-02 Cambridge Homes (Tract 799)/Majesty II (Tract 830)
6. 04-03 Cambridge Homes (T 795/826)/Vineyards (T 825)
7. 06-01 Quail Park Subdivision (Tract 794), No. 1 and 2
8. 14-01 Independence (Tract 843), Unit No. 3
9. 15-02 The Greens II (Tract 823)
10. 16-01 Woodside Homes
11. 19-01 Pacific Grove Addition II (Tract 916)
12. 20-01 Enclave (Track 915)

The annual assessment amounts for each affected parcel identifies a decrease or no change in the annual assessments from the previous fiscal year for the following Districts:

13. 90-01 Pinecastle Addition, Unit 1, 2, 3 and 4
14. 90-02 Park Monterey, Unit No. 1 and 2
15. 90-03 Mansionette Estates, No. 7 and 8
16. 90-04 Hyde Park
17. 91-01 Sierra Vista
18. 92-01 Portofino Estates
19. 92-02 Cielo En Tierra, No. 1, 2, 3, 4 and 5
20. 93-01 Vintage Estates
21. 94-01 Gateway Estates
22. 94-02 Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9
23. 94-03 Quail Run
24. 97-01 Rosewood Estates
25. 97-02 Summer Field
26. 97-03 Country Crossing, No. 1, 2, 3, 4 and 5
27. 98-01 Crystal Springs
28. 98-02 Mountain View Estates, No. 1, 2, 3, 4, 5 and 6
29. 01-01 Pacific Grove/N. Pointe, No 1, 2, 3, 4
30. 01-03 Poppy Hills No. 1, and 2
31. 03-01 Le Parc, No. 1, 2 and 3
32. 04-01 Sidonia Estates, (Tract 810), No. 1 and 2/ (Tract 814)
33. 04-04 Sierra Heights, No. 1 and 2
34. 05-01 Mission Park
35. 05-02 Copper Valley
36. 07-02 South Gate Addition (Tract 811), Greenbrier Gardens
37. 09-01 Victory Estates
38. 09-02 Independence (Tract 843), No. 1 and 2

- | | |
|-----------|---|
| 39. 15-01 | Silver Oaks Addition III (Tract 887/922) |
| 40. 16-02 | Mynderup, No. 1 and 2 (Tract 914) |
| 41. 18-01 | Bella Vista, No. 1, 2 and 3 (Tract 918/919) |
| 42. 19-02 | Pacific Grove Addition II (Tract 916) |
| 43. 20-02 | Woodside Homes (Track 928) |

The Annual Engineer's Report also provides the following information as required by Article XIII D, Section 4 of the California Constitution:

1. Identifies all real property parcels with a special benefit conferred upon them and upon which the assessment will be imposed.
2. Determines the appropriate special benefit derived by each parcel of the real property in relation to the entirety of the cost of maintenance of the public improvements.
3. Identifies the special benefit conferred on each parcel of real property.
4. Establishes that the assessment imposed on each parcel of real property does not exceed the reasonable cost of the proportionate special benefit conferred on that parcel of real property.

FISCAL IMPACT:

The total balance of levies across all landscape assessment districts is \$944,323. The summary of the assessments is included in the Engineer's Report.

In accordance with Proposition 218 and over the entire general benefit, the City's general benefit contribution is \$29,869. This baseline servicing, unlike the enhanced aesthetic services funded through the District assessments, would provide benefits to the general public and to the properties both within and outside of the specific Districts. The cost of providing this baseline service along with a five percent (5%) cost factor for City overhead and administration is treated as the cost of general benefit from landscape maintenance services.

ATTACHMENTS:

1. RESOLUTION 23-24-R Intent to Levy (002)
2. Hanford FY23-24 LLMD Consolidated ER (Signed Ver 07.05.23)

RESOLUTION NO. 23 - 24 - R

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HANFORD APPROVING
ANNUAL ENGINEER'S REPORT AND DECLARING
ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS

At a regular meeting of the City Council of the City of Hanford duly called and held on July 18, 2023, at 7:00 p.m., it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolution be adopted:

WHEREAS, pursuant to the California Landscaping & Lighting Act of 1972 ("Act"), the City of Hanford has established the following landscape and lighting assessment districts within the City limits of the City of Hanford.

ASSESSMENT DISTRICTS

- 90-01 Pinecastle Addition, Unit No. 1, 2, 3 and 4 – (Located East of 10th Avenue and North of Fargo Avenue)
- 90-02 Park Monterey, Unit No. 1 and 2 – (Located West of Douty Street and North of Sherwood Drive)
- 90-03 Mansionette Estates, No. 7 and 8 – (Located West of Douty Street and North Encore Drive)
- 90-04 Hyde Park – (Located East of 12th Avenue and North of Hanford-Armona Road)
- 91-01 Sierra Vista (Tract 641)/New Dimensions (Tract 703/713), No. 1, 2, 3, 4, 5 and 6 – (Located West of 11th Avenue and South of Hanford-Armona Road)
- 92-01 Portofino, No. 1, 2, 3 and 4 – (Located East of Neill Way and South of Fargo Avenue)
- 92-02 Cielo En Tierra, No. 1, 2, 3, 4 and 5 – (Located West of 11th Avenue and South of Fargo Avenue)
- 93-01 Vintage Estates – (Located West of 12th Avenue and North of Grangeville Boulevard)
- 93-02 Walnut Forest, No. 1, 2 and 3 – (Located West of 11th Avenue and North of Hume Avenue)
- 94-01 Gateway Estates – (Located West of 10th Avenue and North of Encore Drive)
- 94-02 Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 – (Located West of 11th Avenue and North of Fargo Avenue)
- 94-03 Quail Run Estates, No. 1, 2, 3, 4 and 5 – (Located East of 11th Avenue and North of Pepper Drive)
- 97-01 Rosewood Estates, No. 1 and 2 – (Located East of 12th Avenue and South of Grangeville Boulevard)
- 97-02 Summer Field Addition, No. 2 – (Located West 91/4 Avenue and South of Florinda Street)
- 97-03 Country Crossing, No. 1, 2, 3, 4 and 5 – (Located West of Centennial Drive and North of Lacey Boulevard)
- 98-01 Crystal Springs, No. 1, 2 and 3 – (Located West of 91/4 Avenue and North of Grangeville Boulevard)

- 98-02 Mountain View Estates, No. 1, 2, 3, 4, 5 and 6 – (Located West of 11th Avenue and North of Houston Avenue)
- 01-01 Pacific Grove (Tract 680/777)/N. Pointe (Tract 778), No. 1, 2, 3 and 4 – (Located East of 12th Avenue and North of Grangeville Boulevard)
- 01-02 Cambridge Homes (Tract 770), No. 1, 2 and 3 – (Located West of 11th Avenue and North of Pepper Drive)
- 01-03 Poppy Hills, No. 1 and 2 – (Located West of 11th Avenue and North of Pepper Drive)
- 01-04 Silver Oaks, No. 1, 2, 3, 4 and 5 – (Located West of 12th Avenue and North of Grangeville Boulevard)
- 02-01 Ashton Park, No. 1, 2, 3 and 4 – (Located West of 12th Avenue and North of Lacey Boulevard)
- 03-01 La Parc, No. 1, 2 and 3 – (Located West of 11th Avenue and South of Fargo Avenue)
- 04-01 Sidonia Estates, No. 1 and 2 (Tract 810)/Sidonia Estates II (Tract 814) – (Located East of 12th Avenue and North of Hume Avenue)
- 04-02 Cambridge Homes (Tract 799)/Majesty II (Tract 830) – (Located East of 11th Avenue and South of Flint Avenue)
- 04-03 Cambridge Homes (Tract 795/826)/Vineyards (Tract 825), No. 1, 2, 3, 4, 5 and 6 – (Located East of 12th Avenue and South of Fargo Avenue)
- 04-04 Sierra Heights (Tract 802/803), No. 1 and 2 – (Located West of 9th Avenue and North of Fargo Avenue)
- 05-01 Mission Park – (Located West of Highway 43 and South of Flint Avenue)
- 05-02 Copper Valley – (Located West of 12th Avenue and South of Fargo Avenue)
- 06-01 Quail Park Subdivision – (Tract 794), No. 1 and 2, Located West of 11th Avenue and South of Flint Avenue)
- 07-02 South Gate Addition – (Tract 811)/Greenbrier Gardens (876)/ Live Oak North (902) - (Located West of 12th Avenue and South of Hanford-Armona Road)
- 09-01 Victory Estates – (Located West of University Avenue and North of Grangeville Boulevard)
- 09-02 Independence (Tract 843), No. 1 and 2 - (Located West of 12th Avenue and North of Greenfield Avenue)
- 14-01 Independence (Tract 843), No. 3 and 4 - (Located West of 12th Avenue and North of Merritt Street)
- 15-01 Silver Oaks Addition III (Tract 887/922), No. 1, 2, and 3 - (Located West of Centennial Drive and North of West Berkshire Lane)
- 15-02 The Greens II (Tract 823) - (Located West of 9 ¼ Avenue and North of Grangeville Boulevard)
- 16-01 Woodside Homes (Tract 917) – (Located West of Centennial Drive and South of Grangeville Blvd)
- 16-02 Myderup (Tract 914), No. 1 and 2 – (Located East of 12th Avenue and North of Hume Avenue)
- 18-01 Bella Vista (Tract 918/919), No. 1, 2, and 3 – (Located West of Centennial Drive and South of Fargo Avenue)
- 19-01 Pacific Grove Addition No. 2 (Tract 916) – (Located East of 12th Avenue and North of Bristol Lane)
- 19-02 Enclave (Track 915) – (Located South of Lacey Blvd. and West Centennial Ave.)
- 20-01 Woodside Homes (Track 928) – (Located North of Centennial Ave and South of 12th Ave.)
- 21-01 San Joaquin Valley Homes (Track 929) – (Located North of 13th Ave and West of Devon St.)

(collectively "Districts").

WHEREAS, pursuant to the Act, it is necessary that the City Council review an annual report ("Engineer's Report"), which sets forth a full and detailed description of the improvements and boundaries of each District and any zones therein and the proposed annual assessments to be levied upon assessable lots and parcels of land within each District;

WHEREAS, Willdan Financial Services, the appointed Assessment Engineer for the City of Hanford has prepared and filed with the City Clerk, an Engineer's Report for fiscal year 2023/2024 pursuant to Chapter 3 of the Act, which includes: (1) a full and detailed description of the improvements and boundaries of each District and any zones therein; (2) identifies the proposed annual assessments upon assessable lots and parcels of land within each District; (3) identifies all parcels of real property which will have a special benefit conferred upon them and upon which the assessment will be imposed; (4) determines the proportionate special benefit derived by each parcel of real property in relationship to the entirety of the cost of maintenance of the public improvements; (5) identifies the special benefit conferred on parcels of real property; and (6) establishes that the assessment imposed on each parcel of real property does not exceed the reasonable cost of the proportionate special benefit conferred on that parcel of real property.

WHEREAS, the Engineer's Report identifies an increase in the annual assessment from the previous year and the reasons for the increase, including the imposition of 4.6% Annual CPI Increase (December 2022) in accordance with California Government Code section 53739(b)(1) for the following Districts:

- | | | |
|-----|-------|--|
| 1. | 93-02 | Walnut Forest, No. 1, 2 and 3 |
| 2. | 01-02 | Cambridge Homes (Tract 770), No. 1, 2 and 3 |
| 3. | 01-04 | Silver Oaks, No. 1, 2, 3, 4 and 5 |
| 4. | 02-01 | Ashton Park, No. 1, 2, 3 and 4 |
| 5. | 04-02 | Cambridge Homes (Tract 799)/Majesty II (Tract 830) |
| 6. | 04-03 | Cambridge Homes (T 795/826)/Vineyards (T 825) |
| 7. | 06-01 | Quail Park Subdivision (Tract 794), No. 1 and 2 |
| 8. | 14-01 | Independence (Tract 843), Unit No. 3 |
| 9. | 15-02 | The Greens II (Tract 823) |
| 10. | 16-01 | Woodside Homes |
| 11. | 19-01 | Pacific Grove Addition II (Tract 916) |
| 12. | 20-01 | Enclave (Track 915) |

WHEREAS, the Report identifies a decrease or no change in the annual assessments from the previous fiscal year for the following Districts:

- | | | |
|-----|-------|--|
| 13. | 90-01 | Pinecastle Addition, Unit 1, 2, 3 and 4 |
| 14. | 90-02 | Park Monterey, Unit No. 1 and 2 |
| 15. | 90-03 | Mansionette Estates, No. 7 and 8 |
| 16. | 90-04 | Hyde Park |
| 17. | 91-01 | Sierra Vista |
| 18. | 92-01 | Portofino Estates |
| 19. | 92-02 | Cielo En Tierra, No. 1, 2, 3, 4 and 5 |
| 20. | 93-01 | Vintage Estates |
| 21. | 94-01 | Gateway Estates |
| 22. | 94-02 | Stonecrest, No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 |
| 23. | 94-03 | Quail Run |
| 24. | 97-01 | Rosewood Estates |
| 25. | 97-02 | Summer Field |
| 26. | 97-03 | Country Crossing, No. 1, 2, 3, 4 and 5 |
| 27. | 98-01 | Crystal Springs |
| 28. | 98-02 | Mountain View Estates, No. 1, 2, 3, 4, 5 and 6 |
| 29. | 01-01 | Pacific Grove/N. Pointe, No 1, 2, 3, 4 |
| 30. | 01-03 | Poppy Hills No. 1, and 2 |
| 31. | 03-01 | Le Parc, No. 1, 2 and 3 |
| 32. | 04-01 | Sidonia Estates, (Tract 810), No. 1 and 2/ (Tract 814) |
| 33. | 04-04 | Sierra Heights, No. 1 and 2 |
| 34. | 05-01 | Mission Park |
| 35. | 05-02 | Copper Valley |
| 36. | 07-02 | South Gate Addition (Tract 811), Greenbrier Gardens |
| 37. | 09-01 | Victory Estates |
| 38. | 09-02 | Independence (Tract 843), No. 1 and 2 |
| 39. | 15-01 | Silver Oaks Addition III (Tract 887/922) |
| 40. | 16-02 | Mynderup, No. 1 and 2 (Tract 914) |
| 41. | 18-01 | Bella Vista, No. 1, 2 and 3 (Tract 918/919) |
| 42. | 19-02 | Pacific Grove Addition II (Tract 916) |
| 43. | 20-02 | Woodside Homes (Track 928) |

WHEREAS, the existing improvements within each District include decorative block fencing, landscaping and irrigation systems;

WHEREAS, interested parties should refer to the Engineer's Report, a copy of which is on file with the City Clerk for the City of Hanford, for a full and detailed description of the improvements, the boundaries of the assessment districts and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the districts;

WHEREAS, there are no substantial changes proposed to the existing improvements in any District;
and

WHEREAS, Streets and Highways Code Section 22624(e) requires the City Council of the City of Hanford to give notice of the time and place for hearing by the City's legislative body on the levy of the proposed assessments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford approves the Engineer's Report as submitted for each District;

RESOLVED FURTHER, that the City Council of the City of Hanford declares its intention to levy and collect assessments for fiscal year 2023/2024 within each respective District and each lot thereof, as set forth in the Engineer's Report for fiscal year 2023/2024.

RESOLVED FURTHER, that the City Council of the City of Hanford shall hold a public hearing on the levy of the proposed assessments set forth in the Engineer's Report, which public hearing shall occur on August 1, 2023, at the hour of 7:00 p.m., in the City Council Chambers of the Civic Auditorium in Hanford, California. At such public hearing, affected property owners will be afforded an opportunity to give oral testimony and submit written comments regarding the proposed assessments.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Council of the City of Hanford at a meeting thereof held on July 18, 2023, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK



City of Hanford

Fiscal Year 2023/2024

Consolidated Engineer's Report

Landscaping and Lighting Assessment

Districts

Incorporating Forty-three District Numbers:
90-01, 90-02, 90-03, 90-04, 91-01, 92-01, 92-02, 93-01,
93-02, 94-01, 94-02, 94-03, 97-01, 97-02, 97-03, 98-01,
98-02, 01-01, 01-02, 01-03, 01-04, 02-01, 03-01, 04-01,
04-02, 04-03, 04-04, 05-01, 05-02, 06-01, 07-02, 09-01,
09-02, 14-01, 15-01, 15-02, 16-01, 16-02, 18-01, 19-01,
19-02, 20-01, and 21-01

Intent Meeting: July 18, 2023

Public Hearing: August 1, 2023

CITY OF HANFORD
400 N. DOUTY ST.
HANFORD, CA 93230

JUNE 2023
PREPARED BY
WILLDAN FINANCIAL SERVICES

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ENGINEER'S REPORT AFFIDAVIT

City of Hanford Landscaping and Lighting Assessment Districts Fiscal Year 2023/2024

City of Hanford,
Kings County, State of California

This Report and the enclosed descriptions, budgets and diagram outline the proposed improvements and assessments for the forty-three Landscaping and Lighting Assessment Districts in the City of Hanford for fiscal year 2023/2024, which includes each lot, parcel, and subdivision of land within District Nos. 90-01, 90-02, 90-03, 90-04, 91-01, 92-01, 92-02, 93-01, 93-02, 94-01, 94-02, 94-03, 97-01, 97-02, 97-03, 98-01, 98-02, 01-01, 01-02, 01-03, 01-04, 02-01, 03-01, 04-01, 04-02, 04-03, 04-04, 05-01, 05-02, 06-01, 07-02, 09-01, 09-02, 14-01, 15-01, 15-02, 16-01, 16-02, 18-01, 19-01, 19-02, 20-01, and 21-01, as the same existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kings County Assessor's maps for a detailed description of the lines and dimensions of parcels within the Districts. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 15th day of June, 2023.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Hanford

By: Jim McGuire
Jim McGuire
Principal Consultant, Project Manager

By: Tyrone Peter
Tyrone Peter
PE # C 81888

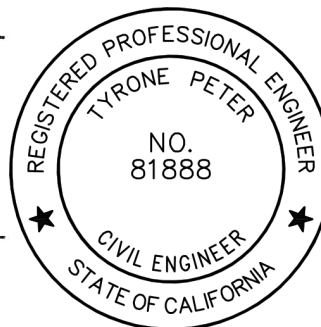


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Introduction

The City of Hanford ("City"), under the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act") and in compliance with the substantive and procedural requirements of the California State Constitution, Article XIII D ("California Constitution") annually levies and collects special assessments for the City's Landscaping and Lighting Assessment Districts designated and referred to as:

District No.	Subdivision Name	District No.	Subdivision Name
90-01	Pinecastle Addition Units 1 - 4	90-02	Park Monterey Units 1 & 2
90-03	Mansionette Units 7 & 8	90-04	Hyde Park
91-01	Sierra Vista & New Dimensions Units 1 - 5	92-01	Portofino Unit Units 1 - 4
92-02	Cielo En Tierra Units 1 - 5	93-01	Vintage Estates
93-02	Walnut Forest Units 1 - 3	94-01	Gateway Estates
94-02	Stonecrest Units 1 - 9	94-03	Quail Run Estates Units 1 - 5
97-01	Rosewood Estates Units 1 & 2	97-02	Summer Field Addition #2
97-03	Country Crossing Units 1 - 5	98-01	Crystal Springs Units 1 - 3
98-02	Mountain View Estates Units 1 - 6	01-01	Pacific Grove Units 1 - 3 and N. Pointe Units 1 - 4
01-02	Cambridge Homes Units 1 - 3	01-03	Poppy Hills Units 1 & 2
01-04	Silver Oaks Units 1 - 5	02-01	Ashton Park Units 1 - 4
03-01	Le Parc Units 1 - 3	04-01	Sidonia Units 1 & 2 and Sidonia Estates II
04-02	Cambridge Homes/Majesty II, #2	04-03	Cambridge Homes -Majesty II - #2, Cambridge Homes Units 1 - 6, Cambridge Homes- Vineyards Units 1 - 4
04-04	Sierra Heights Units 1 & 2	05-01	Mission Park
05-02	Copper Valley	06-01	Quail Park Subdivision
07-02	South Gate Addition, Greenbrier Gardens, & Live Oak North	09-01	Victory Estates
09-02	Independence Units 1 & 2	14-01	Independence Units 3 & 4
15-01	Silver Oaks Addition III Units 1 and 2, Lennar Homes Units 1 and 2, and Lennar Homes	15-02	The Greens II
16-01	Woodside Homes	16-02	Mynderup Units 1 & 2
18-01	Bella Vista Units 1 - 4	19-01	Pacific Grove Addition II
19-02	The Enclave	20-01	Woodside Homes
21-01	San Joaquin Valley Homes		

(hereafter referred to collectively as "LLMD" and individually as "Districts") that fund, in whole or in part, the maintenance and operation of local landscaping or landscaping and lighting improvements that provide special benefits to properties within those individual Districts.

Report Content and Annual Proceedings

This Consolidated Engineer's Report (the "Report") has been prepared pursuant to Chapter 1, Article 4 and Chapter 3 of the 1972 Act, and presented to the City Council for their consideration and approval of the proposed improvements and services to be provided within the Districts and the levy and collection of annual assessments related thereto for fiscal year 2023/2024. This Report generally describes the improvements, and proposed assessments to be levied in connection with the special benefits the properties will receive from the maintenance and servicing of the improvements within each of the designated Districts for fiscal year 2023/2024. The annual assessments to be levied on properties within these Districts provide a source of funding to fund in whole or in part, the continued operation and maintenance of the landscaping improvements or landscaping and lighting improvements and services to be provided by the City through the Districts that provide special benefits to the properties within each of those Districts and respective developments.

Each fiscal year, the City establishes the District's assessments based on an estimate of the costs to maintain, operate and service the authorized District improvements and based upon available revenues including assessment revenues, fund balances, general benefit contributions and any additional City contributions from available sources. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the District may include, but are not limited to the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years (fund balance); revenues from other sources; and the collection of funds for operational reserves and/or periodic repairs, replacements and rehabilitation projects as authorized by the 1972 Act. The net annual cost to provide the improvements for each District are allocated to the benefiting properties within each District respectively based on an established method of apportionment (refer to Assessment Methodology in Section II, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel within those Districts. Thus, each parcel is assessed proportionately for only those improvements, services, and expenses for which the parcel receives special benefit.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number ("APN") by the Kings County Assessor's Office. The Kings County Auditor/Controller uses APNs and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the Districts and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the City Council will by Resolution, order the improvements to be made and confirm the levy and collection of assessments for fiscal year 2023/2024 pursuant to the 1972 Act. The assessment for each parcel as approved will be placed on the fiscal year 2023/2024 property tax roll by the Kings County Auditor/Controller and collected together and in the same manner as other property taxes for such parcels.

As required by the 1972 Act, this Engineer's Report describes the improvements to be provided, maintained, and serviced by the Districts, an estimated budget for the improvements for each District, and the proposed assessments to be levied upon each assessable lot or parcel within those Districts for fiscal year 2023/2024.

This Report consists of five (5) parts:

Part I

Plans and Specifications: This section contains a general description of the Districts, and the improvements and services that provide special benefits to the parcels within those Districts. The improvements and appurtenant facilities that provide special benefits to the properties within the Districts and for which parcels are assessed may include, but not limited to local landscaping, neighborhood parks, basins, street lights, and related amenities as well as associated incidental expenses (City Administration expenses and County Fees), and fund balances authorized by the 1972 Act. The plans and specifications contained in this Report generally describe the nature and extent of the improvements. More detailed information regarding the specific plans and specifications associated with the improvements in each District may be on file in the Public Works Department and by reference are made part of this Report.

Part II

Method of Apportionment: This section includes a discussion of the general and special benefits associated with the improvements to be provided within the Districts (Benefit Analysis), which includes a discussion of the proportional costs of the special benefits and a separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the basis upon which the estimated costs to provide such improvements are apportioned to each parcel of land within the Districts in proportion to the special benefits to be received. (the method of calculating each property's proportional special benefit assessment). This method of apportionment is consistent with the previously approved and adopted method of apportionment for each District.

Part III

Estimate of Costs: Identifies the estimated annual funding costs (budgets) required for the maintenance and operation of the improvements in each of the Districts, including, but not limited to, annual maintenance and service expenses, utility costs, related incidental expenses, and fund balances authorized by the 1972 Act and deemed appropriate to support the improvements, even though not all costs identified in these budgets are necessarily supported fully by the current assessment revenues. Those improvements and/or costs determined to be of general benefit shall be funded by a City contribution. In addition to the general benefit costs, the City may provide additional funding to support the maintenance and operation of the improvements considered to be of special benefit. Ultimately, City staff shall make the determination of which improvements, and the extent of the services and activities that shall be provided based on available revenues.

This section also identifies and outlines an Assessment Range Formula (inflationary adjust) that has been previously approved and adopted for specified Districts (most but not all Districts), which provides for an annual adjustment to the maximum assessment rates, which establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation.

Part IV

District/ Diagrams: This section of the Report contains a diagram showing the general location and boundaries of the Districts for fiscal year 2023/2024 which incorporate the parcels determined to receive special benefits from the improvements in each District. The lines and dimensions of each lot, parcel, and subdivision of land contained in the diagram for each District is inclusive of the parcels listed in "Part V - Assessment Roll" of this Report and the corresponding County Assessor's parcel maps for said parcels as they existed at the time this Report was prepared and shall incorporate all subsequent subdivisions, lot-line adjustments, or parcel changes therein. Reference is hereby made to the Kings County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the Districts.

Part V

Assessment Roll: The assessment amounts to be levied and collected in fiscal year 2023/2024 for each parcel is provided in the Assessment Roll, and these assessments are based on the parcel's calculated proportional special benefit as outlined in Part II - Method of Apportionment and the annual assessment rates established by the estimated budgets (refer to Part III Estimate of Costs).

If any section, subsection, sentence, clause, phrase, portion, zone, or subzone of this Engineer's Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Engineer's Report and each section, subsection, subdivision, sentence, clause, phrase, portion, zone, or subzone thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, zones, or subzones might subsequently be declared invalid or unconstitutional.

Part I - Plans and Specifications

The purpose of the Districts (collectively the LLMD) is to provide in part through annual assessments, funding for the ongoing installation, maintenance, operation, and servicing of local landscaping, neighborhood parks, and related appurtenant facilities and services in specified areas of the City as well as local street lighting within some Districts. The territory within each District consists of all lots or parcels of land that receive special benefits from the installation, maintenance, operation and servicing of the local public improvements and related amenities associated with the developments and Tracts within each of those Districts.

Description of Improvements

As authorized by the 1972 Act, the improvements provided by the Districts and associated with each development incorporate various local improvements and/or street lighting and related amenities installed in connection with the development of those properties and are maintained and serviced for the benefit of real property within those developments. Improvements provided within the Districts may include but are not limited to:

- Landscaping and related facilities and amenities located within designated street medians, parkway and streetscape side-panels, and entryways within the public right of ways or easements adjacent to public right of ways; and within public places including greenbelt areas, open spaces, and neighborhood parks within each respective District. These improvements may include, but are not limited to:
 - various landscape materials such as trees, turf, shrubs, vines, ground cover, annual or perineal plantings;
 - irrigation and drainage systems including but not limited to pipes, fixtures, controllers, and water and electrical meters;
 - specified amenities such as monuments, ornamental lighting, block walls, retaining walls, or other fencing;
 - hardscape surfaces and areas including decomposed granite, mulch, asphalt, stamped concrete, pavers, and other trail and/or path surfaces; and
 - recreational amenities within the parks, parks/basins, trails, or greenbelts that may include benches, play structures, picnic or other recreational facilities, signage, and related appurtenances.

The maintenance of these improvements may include, but is not limited to the scheduled mowing, trimming, pruning, fertilization, pest control, weed and graffiti abatement; installation, replacement, and rehabilitation of the landscaping; repair or replacement of irrigation or drainage systems; and repair or replacement of hardscape improvements and recreational amenities.

- Street lighting improvements located in the public right of ways within and on the perimeter of the developments associated with specific Districts and the parcels and developments therein. Street lighting improvements include energy costs and maintenance of the lighting facilities including, but not limited to the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures, and related equipment and materials.

The work to be performed within each respective District may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements, and incidental expenses. The City Public Works Department shall authorize and schedule such maintenance and servicing as needed and based on available funding.

Specific District Improvements and Services

As previously noted, there are forty-three (43) designated Districts within the City for which assessments are proposed to be levied and collected to maintain, operate and service the proposed improvements for fiscal year 2023/2024. The boundaries of each District are established on the basis of the location, extent and types of improvements being maintained and the proximity and direct benefit those specific improvement provide to the immediately surrounding developments, planned developments, and parcels, as well as the nexus and observation that the developments and/or planned development of the properties within the each District clearly required or otherwise facilitated the installation of the improvements to be maintained and that such improvements (both landscaping and lighting) would otherwise not be necessary if not for the development of those properties. Therefore, the benefits to the immediately surrounding properties and developments for which the improvements were constructed and installed and/or were facilitated by the development or potential development of properties within each respective District are clearly particular and distinct (special benefits).

Landscape Service Levels

As part of the ongoing maintenance and servicing of the landscape improvements associated with each District, the City has established various maintenance frequency referred to as Service Levels. These Service Levels provide general guidelines for how often the landscape improvement areas are serviced based on overall maintenance needs and/or available assessment funding. For most Districts, the various landscape improvements or improvement areas within a District are maintained at the same level of service, but in some Districts two or more Service Levels may be applicable based on the nature and/or location of the improvements. At present, the City has established five Service Levels summarized as follows:

- **Service Level A** – Landscape improvements are serviced every week;
- **Service Level B** – Landscape improvements are serviced every week (March through October) and every two weeks (November through February);
- **Service Level C** – Landscape improvements are serviced every two weeks;
- **Service Level D** – Landscape improvements are serviced every two weeks (March through October) and every four weeks (November through February); and
- **Service Level E** – Landscape improvements are serviced once every month.

Currently all improvements in the District are maintained at Service Levels A, B, C or D.

District Improvements

The following is a brief summary and description of the improvements to be maintained within each District for fiscal year 2023/2024.

District 90-01: Pinecastle Addition Units 1 through 4

The parcels assessed in this District (totaling 352 lots) include, but are not limited to Tracts 606, 606-2, 606-3, and 606-4. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 67,750 square feet of designated landscape improvement area. These improvements are maintained at Service Level A, including the 11,532 square feet associated with the park/basin area.

District 90-02: Park Monterey Units 1 and 2

The parcels assessed in this District (totaling 53 lots) include but are not limited to Tracts 610 and 657. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 8,625 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 90-03: Mansionette Units 7 and 8

The parcels assessed in this District (totaling 84 lots) include but are not limited to Tracts 596 and 596-2. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 16,425 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 90-04: Hyde Park

The parcels assessed in this District (totaling 14 lots) include but are not limited to Tract 619. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 1,425 square feet of designated landscape improvement area. These improvements are maintained at Service Level B.

District 91-01: Sierra Vista and New Dimensions Units 1 through 5

The parcels assessed in this District (totaling 285 lots) include, but are not limited to Tracts 641, 703, 703-2, 713-3, 713-4, and 713-5. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 12,974 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 92-01: Portofino Unit Units 1 through 4

The parcels assessed in this District (totaling 78 lots) include, but are not limited to Tracts 607, 607-2, 607-3, and 607-4. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 19,167 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 92-02: Cielo En Tierra Units 1 through 5

The parcels assessed in this District (totaling 98 lots) include, but are not limited to Tracts 652, 652-2, 652-3, 652-4, and 652-5. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 11,735 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 93-01: Vintage Estates

The parcels assessed in this District (totaling 29 lots) include but are not limited to Tract 634. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 10,346 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the six (6) street lights identified within the District boundaries.

District 93-02: Walnut Forest Units 1 through 3

The parcels assessed in this District (totaling 169 lots) include, but are not limited to Tracts 673, 673-2, and 673-3. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 15,637 square feet of designated landscape improvement area. These improvements are maintained at Service Level A, including the 3,537 square feet associated with slough frontage.

District 94-01: Gateway Estates

The parcels assessed in this District (totaling 114 lots) include but are not limited to Tract 712. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 8,185 square feet of designated landscape improvement area. These improvements are maintained at Service Level D, including the 5,460 square feet associated with the basin area.

District 94-02: Stonecrest Units 1 through 9

The parcels assessed in this District (totaling 654 lots) include, but are not limited to Tracts 708, 708-2, 727-3, 727-4, 727-5, 727-6, 727-7, 727-8, and 727-9. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 173,903 square feet of designated landscape improvement area. These improvements are maintained at Service Level D for the 51,578 square feet of railroad frontage, Service Level B for the 14,765 square feet of the landscape area, and Service Level A for the remaining 122,325 square feet of landscaping including the 54,450 square feet of basin area.

District 94-03: Quail Run Estates Units 1 through 5

The parcels assessed in this District (totaling 272 lots) include, but are not limited to Tracts 696, 696-2, 696-3, 696-4, and 696-5. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 111,188 square feet of designated landscape improvement area. These improvements are maintained at Service Level B.

District 97-01: Rosewood Estates Units 1 and 2

The parcels assessed in this District (totaling 44 lots) include but are not limited to Tracts 711 and 711-2. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 6,300 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 97-02: Summer Field Addition #2

The parcels assessed in this District (totaling 30 lots) include but are not limited to Tract 742. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 4,650 square feet of designated landscape improvement area. These improvements are maintained at Service Level D.

District 97-03: Country Crossing Units 1 through 5

The parcels assessed in this District (totaling 251 lots) include, but are not limited to Tracts 743, 743-2, 743-3, 772-4, and 772-5. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 46,415 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 98-01: Crystal Springs Units 1 through 3

The parcels assessed in this District (totaling 126 lots) include, but are not limited to Tracts 747, 747-2, and 747-3. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 14,435 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 98-02: Mountain View Estates Units 1 through 6

The parcels assessed in this District (totaling 162 lots) include, but are not limited to Tracts 759, 759-2, 759-3, 759-4, 759-5, and 759-6. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 30,991 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 01-01: Pacific Grove Units 1 through 3 and N. Pointe Units 1 through 4

The parcels assessed in this District (totaling 148 lots) include, but are not limited to Tracts 680, 777-2, 778-3, and 778-4. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 12,152 square feet of designated landscape improvement area. These improvements are maintained at Service Level A including the 3,530 square feet associated with the basin area.

District 01-02: Cambridge Homes Units 1 through 3

The parcels assessed in this District (totaling 198 lots) include, but are not limited to Tracts 770, 770-2, and 770-3. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 35,222 square feet of designated landscape improvement area. These improvements are maintained at Service Level D for the 22,790 square feet of railroad frontage and Service Level A for the remaining 12,432 square feet of landscaping.

District 01-03: Poppy Hills Units 1 and 2

The parcels assessed in this District (totaling 86 lots) include but are not limited to Tracts 771 and 796-2. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 11,782 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 01-04: Silver Oaks Units 1 through 5

The parcels assessed in this District (totaling 489 lots) include, but are not limited to Tracts 769, 769-2, 769-3, 769-4, and 769-5. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 95,556 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 02-01: Ashton Park Units 1 through 4

The parcels assessed in this District (totaling 182 lots) include, but are not limited to Tracts 776, 776-2, 776-3, and 776-4. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 63,922 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 03-01: Le Parc Units 1 through 3

The parcels assessed in this District (totaling 128 lots) include, but are not limited to Tracts 788, 788-2, and 788-3. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 30,628 square feet of designated landscape improvement area. These improvements are maintained at Service Level A including the 21,858 square feet associated with the railroad frontage.

District 04-01: Sidonia Units 1 and 2 and Sidonia Estates II

The parcels assessed in this District (totaling 233 lots) include but are not limited to Tracts 810 and 810-2. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 21,533 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 04-02: Cambridge Homes and Cambridge Homes/Majesty II, #2

The parcels assessed in this District (totaling 75 lots) include but are not limited to Tracts 799 and 830. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 63,824 square feet of designated landscape improvement area. These improvements are maintained at Service Level A including the 8,440 square feet associated with the basin area. The assessments for this District also fund in whole or in part, the eleven (11) street lights identified within the District boundaries.

District 04-03: Cambridge Homes, Cambridge Homes - Majesty II - #2, Cambridge Homes Units 1 through 6, Cambridge Homes - Vineyards Units 1 through 4

The parcels assessed in this District (totaling 424 lots) include, but are not limited to Tracts 795, 795-2, 799, 825-3, 826-4, 826-5, and 830. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 167,767 square feet of designated landscape improvement area. These improvements are maintained at Service Level A including the 19,929 square feet associated with the railroad frontage and the 77,548 square feet associated with the park area. The assessments for this District also fund in whole or in part, the sixty-three (63) street lights identified within the District boundaries.

District 04-04: Sierra Heights Units 1 & 2

The parcels assessed in this District (totaling 16 lots) include but are not limited to Tracts 802 and 803. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 15,237 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 05-01: Mission Park

The parcels assessed in this District (totaling 40 lots) include but are not limited to Tract 812. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 4,930 square feet of designated landscape improvement area. These improvements are maintained at Service Level A including the 2,537 square feet associated with the basin area.

District 05-02: Copper Valley

The parcels assessed in this District (totaling 150 lots) include but are not limited to Tract 835. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 44,126 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 06-01: Quail Park Subdivision #2

The parcels assessed in this District (totaling 144 lots) include but are not limited to Tract 794. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 148,501 square feet of designated landscape improvement area. These improvements are maintained at Service Level B for the park area (95,551 square feet) and Service Level D for the 52,950 square feet of railroad frontage. The assessments for this District also fund, in whole or in part, the twenty-four (24) street lights identified within the District boundaries.

District 07-02: South Gate Addition, Greenbrier Gardens, and Live Oak North

The parcels assessed in this District (totaling 129 lots) include, but are not limited to Tracts 811, 876, and 902. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 29,440 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund in whole or in part, the thirteen (13) street lights identified within the District boundaries.

District 09-01: Victory Estates

The parcels assessed in this District (totaling 14 lots) include but are not limited to Tract 877. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 7,077 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the two (2) street lights identified within the District boundaries.

District 09-02: Independence Units 1 and 2

The parcels assessed in this District (totaling 121 lots) include but are not limited to Tract 843. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 56,252 square feet of designated landscape improvement area. These improvements are maintained at Service Level B including the 20,558 square feet of park area. The assessments for this District also fund, in whole or in part, the eighteen (18) street lights identified within the District boundaries.

District 14-01: Independence Units 3 and 4

The parcels assessed in this District (totaling 175 lots) include but are not limited to Tract 843. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 76,555 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the twenty-nine (29) street lights identified within the District boundaries.

District 15-01: Silver Oaks Addition III Units 1 and 2, Lennar Homes Units 1 and 2, and Lennar Homes

The parcels assessed in this District (totaling 468 lots) include, but are not limited to Tracts 887, 887-2, 922, and 927. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 412,396 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund in whole or in part, the ninety-four (94) street lights identified within the District boundaries.

District 15-02: The Greens II

The parcels assessed in this District (totaling 34 lots) include but are not limited to Tract 823. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 16,416 square feet of designated landscape improvement area. These improvements are maintained at Service Level B. The assessments for this District also fund, in whole or in part, the eight (8) street lights identified within the District boundaries.

District 16-01: Woodside Homes

The parcels assessed in this District (totaling 60 lots) include but are not limited to Tract 917. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 25,206 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the nineteen (19) street lights identified within the District boundaries.

District 16-02: Mynderup Units 1 and 2

The parcels assessed in this District (totaling 113 lots) include but are not limited to Tracts 914 and 914-2. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 31,363 square feet of designated landscape improvement area. These improvements are maintained at Service Level C. The assessments for this District also fund in whole or in part, the sixteen (16) street lights identified within the District boundaries.

District 18-01: Bella Vista Units 1 through 4

The parcels assessed in this District (totaling 267 lots) include but are not limited to Tracts 918 and 919. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 185,001 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund in whole or in part, the fifty-four (54) street lights identified within the District boundaries.

District 19-01: Pacific Grove Addition II

The parcels assessed in this District (totaling 22 lots) include but are not limited to Tract 916. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 13,128 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the eight (8) street lights identified within the District boundaries.

District 19-02: The Enclave

The parcels assessed in this District (totaling 26 lots) include but are not limited to Tract 915. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 16,466 square feet of designated landscape improvement area. These improvements are maintained at Service Level A.

District 20-01: Woodside Homes

The parcels assessed in this District (totaling 81 lots) include but are not limited to Tract 928. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 143,413 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the twenty-four (24) street lights identified within the District boundaries.

District 21-01: San Joaquin Valley Homes

The parcels assessed in this District (totaling 52 lots) include but are not limited to Tract 929. The properties within this District proportionately share and receive special benefit from the maintenance, servicing, and operation of an estimated 134,540 square feet of designated landscape improvement area. These improvements are maintained at Service Level A. The assessments for this District also fund, in whole or in part, the twenty-three (23) street lights identified within the District boundaries.

Part II - Method of Apportionment

Legislative Requirements for Assessments

The estimated costs to provide the proposed improvements for fiscal year 2023/2024 have been identified and allocated to properties within the Districts based on special benefit, consistent with the requirements of the 1972 Act and the assessment provisions of Proposition 218 (being contained in Article XIII D of the California Constitution). The improvements provided by these Districts and for which properties are assessed include local parks, basins, landscaping, and lighting improvements, as well as related amenities. The formulas used for calculating assessments within the designated Districts herein reflect the composition of parcels and the improvements and services to be provided and fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel.

Provisions of the 1972 Act

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscape improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Provisions of the California Constitution

In addition to the provisions of the 1972 Act, the Article XIII D of the California Constitution outlines specific requirements regarding assessments including the following:

Article XIII D Section 2d defines District as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service";

Article XIII D Section 2i defines Special Benefit as follows:

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."

Article XIII D Section 4a defines proportional special benefit assessments as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Benefit Analysis

Special Benefits

Landscaping Special Benefit

The ongoing maintenance of landscaped areas within the various Districts addressed in this Report, provide aesthetic benefits to the properties and a more pleasant environment to walk, drive, live, and/or work. The primary function of these landscape improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed and/or were facilitated by the development or potential development of properties within each respective District. These landscape improvements are an integral part of the physical environment associated with the parcels in each District and while some of the improvements may in part be visible to properties outside the District, collectively if the District improvements are not properly maintained, it is the parcels within the District that would be aesthetically burdened. Additionally, the many of the landscaped areas being maintained in these Districts serve as both a physical buffer as well as a sound reduction buffer between the roadways and/or railroad and the properties within the District and also serve as a pleasant aesthetic amenity that enhances the approach to the parcels. In some Districts, the landscaped areas may include green space areas (neighborhood parks, park/basins, greenbelts, open space and/or trails) that may provide a physical buffer between properties, overall open space within a development, and/or recreational areas that serve as an extension of the physical attributes of the parcels being assessed. Thus, the maintenance of these landscape improvements and the related amenities provide particular and distinct benefits to the properties and developments associated with those improvements within each District.

Street Lighting Special Benefit

The street lighting (localized street lighting) is primarily useful for illuminating the sidewalks and parking lanes on the streets used specifically to access the properties and/or is adjacent to those properties that comprise each particular District. This lighting is distinct from lights that may be installed that serve in large part to enhance traffic safety, such as traffic signals and intersection safety lights or the more sporadic lighting found on major thoroughfares outside the more concentrated development areas. These localized street lights tend to be more closely spaced and of a lower intensity than street lights installed primarily for traffic safety. These low-level, lower-intensity street lights within a designated District provide three main special benefits: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic to and from these parcels is largely limited to the residents and residents' guests, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with the properties in that District and that the vehicular traffic on those streets is primarily for accessing the properties within that area. Therefore, street lighting on such streets is entirely a special benefit to those properties.

In addition, the street lights for which properties within the Districts may be assessed, are consistent with the City's typical intensity and spacing standards for areas zoned for residential development and each parcel to be assessed is served directly by the system of street lights providing appropriate lighting within these respective development areas. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of its location within the District. Consequently, we conclude that each parcel to be assessed for street lighting receives substantially similar benefit from the street light improvements and the only notable distinctions in proportional special benefit to each parcel is related to the specific quantity of lights associated with each District.

General Benefit

Landscaping General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by each District's assessments and the proximity and relationship to properties to be assessed in each District, it is evident these improvements were primarily installed in connection with the development of properties therein or are improvements that would otherwise be shared by and required for development of properties in each respective District. It is also evident that the maintenance of these improvements and the level of maintenance provided has a direct and particular impact (special benefit) only on those properties in proximity to those improvements. Furthermore, such maintenance beyond that which is required to ensure the safety and protection of the general public and property in general, has no quantifiable benefit to the public at large or properties outside each respective District.

In the absence of a special funding District, the City would typically provide only limited (as needed) tree management, weed abatement, rodent control, and erosion control services for the landscape areas currently maintained within each District. This baseline level of service would typically provide for periodic servicing of the improvement areas on an as-needed basis, but typically not more than twice annually. This baseline level of service provides for public safety and essential property protection to avoid negative impacts on adjacent roadways and vehicles traveling on those roadways and potential property damage resulting from erosion or fire hazards but results in a far less visually pleasing environment than is created with the enhanced levels of services associated with the regular landscape maintenance provided in the various Districts. For most agencies, the cost to provide this baseline level of service for mostly flat or moderately-sloped street landscaped areas (landscaping within the street right-of way) is less than \$560 per acre (approximately \$0.01285 per square foot) including medians, parkway and streetscape side panels; less than \$448 per acre (approximately \$0.01028 per square foot) for non-street public areas such as parks, park/basins, greenbelts, and trail areas; and less than \$224 per acre (approximately \$0.00514 per square foot) for natural open space areas or other limited access areas such as enclosed basin areas. This baseline servicing, unlike the enhanced aesthetic services funded through the District assessments, would provide benefits to the general public and to the properties both within and outside of the specific Districts. The cost of providing this baseline service along with a five percent (5%) cost factor for City overhead and administration is treated as the cost of general benefit from landscape maintenance services. Therefore, for mostly flat or moderately-sloped street landscaped areas a rate of \$0.01349 per square foot (\$0.01285 +5%) is applied to calculate the general benefit costs for the assessed improvements; for non-street public areas a rate of \$0.01079 per square foot (\$0.01028 +5%) is applied to calculate the general benefit costs for the assessed improvements; and for non-street public areas a rate of \$0.00540 per square foot (\$0.00514 +5%) is applied to calculate the general benefit costs for the assessed improvements. Collectively these baseline general benefit costs are funded by the City and excluded from the potential assessment funding and are shown in the District budgets (Part III of this Report) as "General Benefit."

Street Lighting General Benefit

For fiscal year 2023/2024, not all Districts are assessed for street light improvements. While potentially, some street lights associated with a given District, may be located at the entryway or on the perimeter of the development(s) within the District and may arguably provide some illumination that extends beyond the boundaries of the developments and parcels being assessed, and may indirectly enhance the safety of members of the public unassociated with the assessed parcels (illuminating traffic lanes and/or parking on those perimeter streets), such benefits are considered an indirect consequence of the special benefits to properties within the Districts. Furthermore, if the properties within the Districts were not developed, any street lights that may be located at the entryways or on the perimeter of the developments would not have been installed. Clearly these street lights exist solely because of the development of assessed parcels, and the primary purpose of these lights is to provide illumination to access the assessed parcels. Therefore we conclude that the cost of providing the street lights within the existing Districts are entirely a special benefit to the properties being assessed in each District and there is no quantifiable general benefit to properties outside the Districts or the public at large.

Assessment Methodology

To assess benefits equitably it is necessary to calculate each property's proportionate special benefits conferred by the funded improvements and service. The Equivalent Benefit Unit (EBU) method of assessment apportionment is commonly utilized for assessment districts formed under the 1972 Act, as the benefit to each parcel from the improvements may be apportioned as a function of comparable property characteristics which utilizes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel either at that base unit or as a multiple (or a fraction) of that basic unit. In accordance with the provisions of the California Constitution and the 1972 Act, the proportionate special benefit derived by each identified parcel within the various Districts shall be determined in relationship to the entirety of the cost to maintain, operate and service the improvements within each District. Consistent with the method of apportionment established at the formation of each District, it has been determined that the developments and/or planned development of the properties within each District required or facilitated the installation of the improvements to be funded in whole or in part by the District assessments and that such improvements (both landscaping and lighting) would otherwise not be necessary and those improvements benefit each lot/parcel equally. Therefore, collectively the particular and distinct benefits to each lot/parcel within each respective District are equally shared and one hundred percent (100%) of the fiscal year 2023/2024 special benefit expenses is proportionately and equally allocated and shared by each development lot and each of these parcels/lots are assigned one (1.0) EBU, excluding parcels or lots that may be part of the improvement areas being maintained.

Calculation of Assessments

An assessment amount per Lot or Equivalent Benefit Unit (EBU) in each District is calculated by:

Taking the "Total Annual Expenses" (Total budgeted costs) and subtracting the "General Benefit" (Expenses Funded by the City), to establish the "Special Benefit Expenses";

$$\text{Total Annual Expenses} - \text{General Benefit} = \text{Special Benefit Expenses}$$

To the resulting "Special Benefit Expenses", various "Funding Adjustments" may be applied that may include, but are not limited to:

- "Reserve Fund Collection or (Transfer)", represents an amount being collected and added to the Reserve Fund or available existing Reserve Funds being applied ("Transferred") to pay a portion of the Special Benefit Expenses for the fiscal year.
- "City Loan and/or Service Reductions", represents a further adjustment that addresses the funding gap between the amount budgeted to provide the improvements and services ("Special Benefit Expenses"); and the amount that will be collected through the assessments. This funding gap may be addressed by an additional City contribution, reductions in service and service expenses, or a combination of the two. If the City provides an additional City Contribution to support the operation and maintenance for a given fiscal year, that contribution is carried forward as a deficit applied to the Beginning Fund Balance in the next fiscal year.

These adjustments to the Special Benefit Expenses result in the net special benefit amount to be assessed "Balance to Levy";

$$\text{Special Benefit Expenses} \pm \text{Funding Adjustments} = \text{Balance to Levy}$$

The amount identified as the "Balance to Levy" is divided by the total number of Lots or EBUs for the parcels that receive special benefit to establish the "Assessment Rate" for the fiscal year. This Rate is then applied back to each parcel's individual EBU to calculate the parcel's proportionate special benefit and assessment for the improvements.

$$\text{Balance to Levy} / \text{Total Lots/EBUs} = \text{Assessment Rate (for the fiscal year)}$$

$$\text{Assessment Rate} \times \text{Parcel's EBU} = \text{Parcel Assessment Amount}$$

Part III - Estimate of Costs

Annual Inflationary Adjustment (Assessment Range Formula)

Pursuant to Article XIII D of the California Constitution (Proposition 218), any “new or increased assessments” require certain noticing and balloting requirements. However, Government Code Section 54954.6(a) provides that a “new or increased assessment” does not include “*an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed.*” This definition of a new or increased assessment is reaffirmed in the Proposition 218 Omnibus Implementation Act, Government Code Section 53753.5.

Currently, the maximum assessment rates identified in this Report for Districts 90-01, 90-02, 90-03, 90-04, 91-01, 92-01, 92-02, 93-01, 94-01, 94-02, 94-03, 97-01, 97-02, 97-03, 98-01, and 98-02 are fixed maximum assessment rates that do not include any inflationary adjustment.

However, either at the time of formation or in a subsequent proceeding the maximum assessments for Districts 93-02, 01-01, 01-02, 01-03, 01-04, 02-01, 03-01, 04-01, 04-02, 04-03, 04-04, 05-01, 05-02, 06-01, 07-02, 09-01, 09-02, 14-01, 15-01, 15-02, 16-01, 16-02, 18-01, 19-01, 19-02, 20-01, and 21-01 were balloted for a new or increased assessments that include an inflationary adjustment (assessment range formula).

As previously adopted and approved by the City Council for the Districts with an inflationary adjustment, each fiscal year the maximum assessment rate established for the improvements in the previous fiscal year for each District may be adjusted by the percentage increase in the Local Consumer Price Index (CPI). The Consumer Price Index used for the inflationary adjustment shall be for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Area, as developed by U.S. Bureau of Labor Statistics. The CPI used shall be as determined by the Bureau of Labor Statistics for a similar period of time.

January 1, of each calendar year (“Adjustment Date”), the City shall identify the percentage change in the CPI, using the difference over a 12-month period between the current year and of the previous year as of the Adjustment Date (typically December to December). This percentage difference shall then establish the range of increase to the maximum assessment rates allowed. If the percentage change in the CPI is negative, the maximum assessment rates shall not be adjusted from the previous fiscal year (unchanged). Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if the Bureau of Labor Statistics fail to supply indexes it deems comparable or if no succeeding index is published, the City shall determine an appropriate published price index as approved by the City Council for determining fluctuations in the cost of living.

The annual change in CPI from December 2021 to December 2022 as reported by the U.S. Bureau of Labor Statistics was 4.6 percent. Therefore, the maximum assessment rates for fiscal year 2021/2023 will be increased by 4.6 percent for fiscal year 2023/2024 in those Districts with a previously approved inflationary adjustment including, Districts 93-02, 01-01, 01-02, 01-03, 01-04, 02-01, 03-01, 04-01, 04-02, 04-03, 04-04, 05-01, 05-02, 06-01, 07-02, 09-01, 09-02, 14-01, 15-01, 15-02, 16-01, 16-02, 18-01, 19-01, 19-02, 20-01, and 21-01.

This assessment range formula or inflationary adjustment provides for the District maximum assessment rate applicable for the prior fiscal year to be increased each subsequent fiscal year

which is consistent with the California Constitution and the above-referenced Government Code sections.

The adoption of the maximum assessment rates and the Assessment Range Formula does not mean that the annual assessments will necessarily increase each fiscal year, nor does it absolutely restrict the assessments to the annually adjusted maximum assessment rate. Although the maximum assessment rate that may be levied shall be increased by this assessment range formula for each applicable District each fiscal year, the actual amount to be assessed will be based on the Balance to Levy for that fiscal year. If the calculated assessment rate is less than the adjusted maximum assessment rate, then the calculated assessment rate may be approved by the City Council for collection. If the calculated assessment rate (based on the proposed budget) is greater than the adjusted maximum assessment rate for that fiscal year, then the assessment would be considered an increased assessment and would require property owner approval through a protest ballot proceeding before imposing such an increase. Otherwise, it would be necessary to reduce the budget or provide funding from other sources to the City to reduce the Balance to Levy to an amount that can be supported by an assessment rate less than or equal to the adjusted maximum assessment rate authorized for that fiscal year.

Annual District Budgets

The following budget pages outline the estimated costs to maintain and service the various landscaping and lighting improvements described in this Report for fiscal year 2023/2024.

The budgeted expenses outlined in the following pages for each District reflect the estimated annual expenses required to support and maintain the improvements to be provided for fiscal year 2023/2024. The Total Annual Expenses, minus the general benefit expenses (expenses not assessed and identified as the City's financial obligation to support the improvements) plus any Reserve Fund Collection result in the amount of funding the property owners should reasonably be assessed to fully fund their proportional special benefit from those improvements. Negative Funding Adjustments (Reserve Fund Transfers or City Loan and/or Service Reductions) represent additional funding that is required from either the existing Reserve Funds or from the City to fully support the improvement maintenance and services.

Budgets for Fund Numbers 0240 through 0261 (Districts 90-01 through 02-01)

Fund No.	District No.	Direct Maintenance Expenses	Incidental Expenses (Admin.)	Total Annual Expenses	General Benefit	Special Benefit Expenses	Reserve Fund Collection or (Transfer)	City Loan and/or Service Reductions	Balance to Levy	EBUs	FY 2023/2024 Assessment Rate	Maximum Assessment Rate	Beginning Fund Balance	Fund Balance Additions or Deficits	Estimated Ending Fund Balance
0240	90-01	\$ 33,984	\$ 4,811	\$ 38,796	\$ (883)	\$ 37,913	\$ 11,191	\$ -	\$ 49,104	352	\$139.50	\$139.50	\$ 45,726	\$ 11,191	\$ 56,917
0241	90-02	\$ 2,819	\$ 594	\$ 3,412	\$ (116)	\$ 3,296	\$ 1,050	\$ -	\$ 4,346	53	\$82.00	\$82.00	\$ 3,825	\$ 1,050	\$ 4,875
0242	90-03	\$ 3,676	\$ 944	\$ 4,620	\$ (222)	\$ 4,398	\$ -	\$ (274)	\$ 4,124	84	\$49.10	\$49.10	\$ (2,863)	\$ (274)	\$ (3,137)
0243	90-04	\$ 1,045	\$ 158	\$ 1,204	\$ (19)	\$ 1,184	\$ -	\$ (312)	\$ 872	14	\$62.30	\$62.30	\$ (1,568)	\$ (312)	\$ (1,880)
0244	91-01	\$ 4,173	\$ 2,185	\$ 6,358	\$ (142)	\$ 6,216	\$ -	\$ (1,001)	\$ 5,215	285	\$18.30	\$18.30	\$ (1,125)	\$ (1,001)	\$ (2,126)
0245	92-01	\$ 4,321	\$ 977	\$ 5,298	\$ (259)	\$ 5,039	\$ -	\$ (1,077)	\$ 3,962	78	\$50.80	\$50.80	\$ (6,802)	\$ (1,077)	\$ (7,879)
0246	92-02	\$ 2,030	\$ 886	\$ 2,916	\$ (158)	\$ 2,758	\$ 55	\$ -	\$ 2,813	98	\$28.70	\$28.70	\$ 57	\$ 55	\$ 111
0247	93-01	\$ 3,309	\$ 490	\$ 3,799	\$ (140)	\$ 3,659	\$ 801	\$ -	\$ 4,460	29	\$153.80	\$153.80	\$ 4,353	\$ 801	\$ 5,154
0248	93-02	\$ 5,053	\$ 1,534	\$ 6,587	\$ (201)	\$ 6,386	\$ 1,574	\$ -	\$ 7,960	169	\$47.10	\$47.10	\$ (5,617)	\$ 1,574	\$ (4,043)
0249	94-01	\$ 4,142	\$ 1,034	\$ 5,176	\$ (66)	\$ 5,110	\$ -	\$ (2,135)	\$ 2,975	114	\$26.10	\$26.10	\$ (10,421)	\$ (2,135)	\$ (12,556)
0250	94-02	\$ 38,837	\$ 7,793	\$ 46,630	\$ (1,488)	\$ 45,142	\$ 843	\$ -	\$ 45,985	541	\$85.00	\$85.00	\$ (8,728)	\$ 843	\$ (7,885)
0251	94-03	\$ 20,335	\$ 4,305	\$ 24,640	\$ (1,255)	\$ 23,385	\$ -	\$ (7,337)	\$ 16,048	272	\$59.00	\$59.00	\$ (25,553)	\$ (7,337)	\$ (32,890)
0252	97-01	\$ 1,290	\$ 431	\$ 1,720	\$ (85)	\$ 1,635	\$ 622	\$ -	\$ 2,257	44	\$51.30	\$51.30	\$ (1,152)	\$ 622	\$ (530)
0253	97-02	\$ 1,322	\$ 320	\$ 1,641	\$ (63)	\$ 1,579	\$ -	\$ (298)	\$ 1,281	30	\$42.70	\$42.70	\$ (3,077)	\$ (298)	\$ (3,374)
0254	97-03	\$ 12,226	\$ 2,834	\$ 15,060	\$ (626)	\$ 14,434	\$ 1,241	\$ -	\$ 15,675	250	\$62.70	\$62.70	\$ (10,650)	\$ 1,241	\$ (9,409)
0255	98-01	\$ 5,454	\$ 1,263	\$ 6,717	\$ (195)	\$ 6,523	\$ -	\$ (1,735)	\$ 4,788	126	\$38.00	\$38.00	\$ (5,209)	\$ (1,735)	\$ (6,943)
0256	98-02	\$ 8,392	\$ 1,872	\$ 10,263	\$ (418)	\$ 9,845	\$ 4,573	\$ -	\$ 14,418	162	\$89.00	\$89.00	\$ 15,053	\$ 4,573	\$ 19,626
0257	01-01	\$ 4,221	\$ 1,311	\$ 5,532	\$ (135)	\$ 5,396	\$ (477)	\$ -	\$ 4,920	148	\$33.24	\$47.95	\$ 15,315	\$ (477)	\$ 14,839
0258	01-02	\$ 6,023	\$ 2,056	\$ 8,079	\$ (291)	\$ 7,789	\$ 1,656	\$ -	\$ 9,444	199	\$47.46	\$47.46	\$ 1,072	\$ 1,656	\$ 2,728
0259	01-03	\$ 3,237	\$ 868	\$ 4,105	\$ (159)	\$ 3,946	\$ (181)	\$ -	\$ 3,765	86	\$43.78	\$67.19	\$ 16,742	\$ (181)	\$ 16,561
0260	01-04	\$ 27,160	\$ 5,765	\$ 32,925	\$ (1,289)	\$ 31,636	\$ 5,000	\$ -	\$ 36,636	489	\$74.92	\$74.93	\$ 7,450	\$ 5,000	\$ 12,449
0261	02-01	\$ 16,753	\$ 2,874	\$ 19,627	\$ (862)	\$ 18,765	\$ 3,971	\$ -	\$ 22,735	182	\$124.92	\$124.92	\$ 2,285	\$ 3,971	\$ 6,255

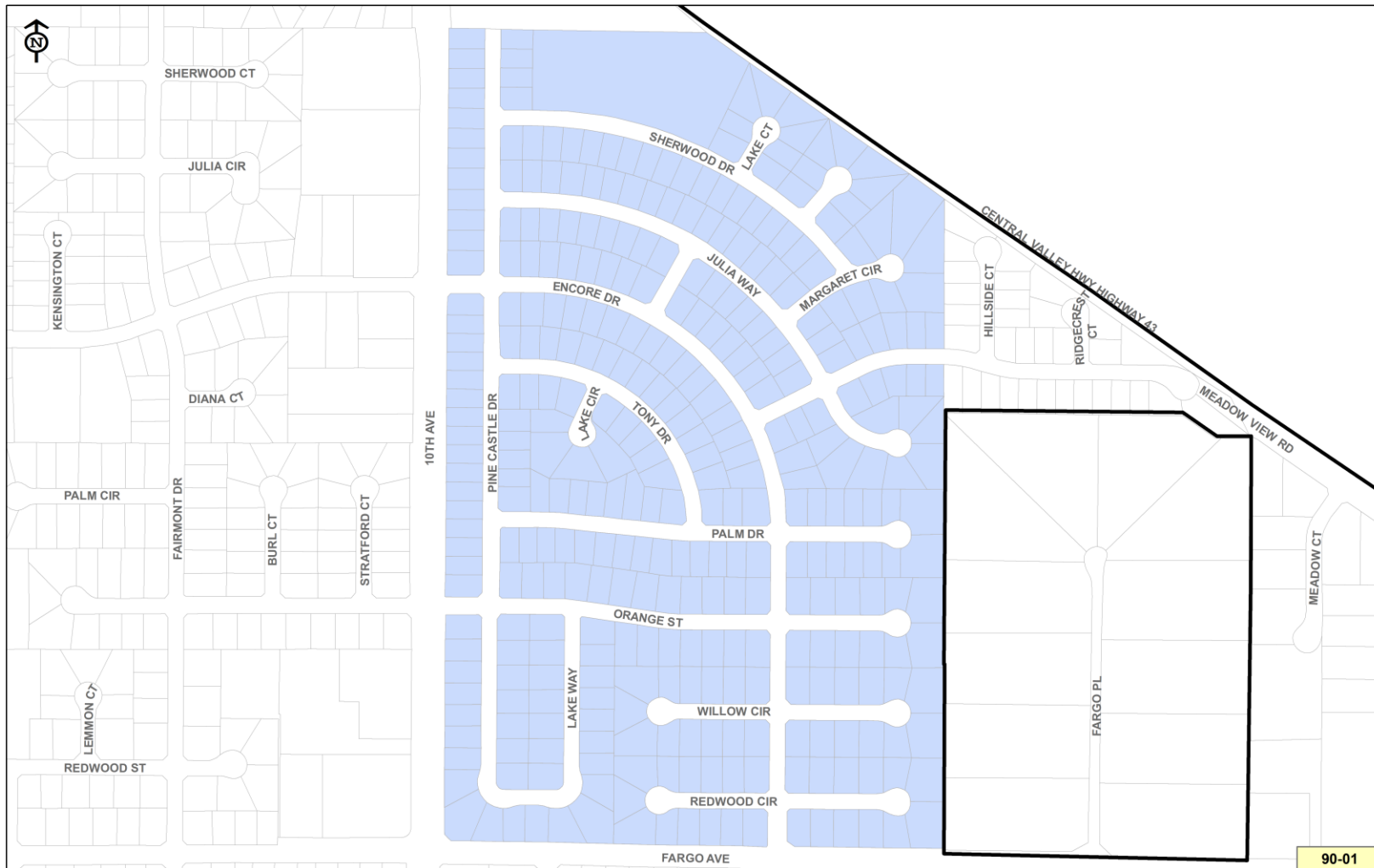
Budgets for Fund Numbers 0262 through 0282 (Districts 03-01 through 21-01)

Fund No.	District No.	Direct Maintenance Expenses	Incidental Expenses (Admin.)	Total Annual Expenses	General Benefit	Special Benefit Expenses	Reserve Fund Collection or (Transfer)	City Loan and/or Service Reductions	Balance to Levy	EBUs	FY 2023/2024 Assessment Rate	Maximum Assessment Rate	Beginning Fund Balance	Fund Balance Additions or Deficits	Estimated Ending Fund Balance
0262	03-01	\$ 7,301	\$ 1,601	\$ 8,902	\$ (236)	\$ 8,666	\$ (33)	\$ -	\$ 8,632	128	\$67.44	\$81.20	\$ 29,150	\$ (33)	\$ 29,117
0263	04-01	\$ 7,183	\$ 2,124	\$ 9,307	\$ (290)	\$ 9,017	\$ (792)	\$ -	\$ 8,225	233	\$35.30	\$46.33	\$ 49,788	\$ (792)	\$ 48,996
0264	04-02	\$ 17,980	\$ 2,255	\$ 20,235	\$ (793)	\$ 19,442	\$ 232	\$ -	\$ 19,674	75	\$262.32	\$262.33	\$ 33,873	\$ 232	\$ 34,105
0265	04-03	\$ 45,880	\$ 7,427	\$ 53,307	\$ (1,893)	\$ 51,414	\$ 15,291	\$ -	\$ 66,705	445	\$149.90	\$149.91	\$ 23,245	\$ 15,291	\$ 38,536
0266	04-04	\$ 7,149	\$ 686	\$ 7,835	\$ (206)	\$ 7,629	\$ (100)	\$ -	\$ 7,529	20	\$376.44	\$524.66	\$ 21,705	\$ (100)	\$ 21,605
0267	05-01	\$ 2,638	\$ 442	\$ 3,080	\$ (46)	\$ 3,034	\$ (144)	\$ -	\$ 2,890	39	\$74.10	\$139.46	\$ 13,268	\$ (144)	\$ 13,123
0268	05-02	\$ 10,708	\$ 2,098	\$ 12,805	\$ (595)	\$ 12,210	\$ 138	\$ -	\$ 12,348	150	\$82.32	\$118.67	\$ 25,535	\$ 138	\$ 25,673
0269	06-01	\$ 27,792	\$ 4,396	\$ 32,188	\$ (1,317)	\$ 30,871	\$ 679	\$ -	\$ 31,550	144	\$219.10	\$219.11	\$ (5,469)	\$ 679	\$ (4,790)
0272	07-02	\$ 6,269	\$ 2,399	\$ 8,668	\$ (397)	\$ 8,271	\$ (840)	\$ -	\$ 7,431	265	\$28.04	\$149.91	\$ 84,183	\$ (840)	\$ 83,343
0270	09-01	\$ 2,089	\$ 290	\$ 2,379	\$ (95)	\$ 2,283	\$ (140)	\$ -	\$ 2,143	14	\$153.10	\$281.07	\$ 10,327	\$ (140)	\$ 10,187
0271	09-02	\$ 19,940	\$ 2,526	\$ 22,466	\$ (703)	\$ 21,762	\$ 3,527	\$ -	\$ 25,289	121	\$209.00	\$218.61	\$ 30,208	\$ 3,527	\$ 33,734
0273	14-01	\$ 30,510	\$ 3,661	\$ 34,171	\$ (1,033)	\$ 33,138	\$ 2,310	\$ -	\$ 35,448	175	\$202.56	\$257.50	\$ 54,150	\$ 2,310	\$ 56,460
0274	15-01	\$ 152,558	\$ 16,165	\$ 168,723	\$ (5,563)	\$ 163,160	\$ 32,627	\$ -	\$ 195,787	467	\$419.24	\$489.13	\$ 176,248	\$ 32,627	\$ 208,875
0275	15-02	\$ 9,283	\$ 891	\$ 10,174	\$ (221)	\$ 9,953	\$ (1,575)	\$ -	\$ 8,378	34	\$246.42	\$246.43	\$ 3,716	\$ (1,575)	\$ 2,142
0276	16-01	\$ 12,475	\$ 1,296	\$ 13,771	\$ (340)	\$ 13,431	\$ (1,347)	\$ (6)	\$ 12,079	54	\$223.68	\$223.69	\$ 1,347	\$ (1,353)	\$ (6)
0277	16-02	\$ 9,713	\$ 1,630	\$ 11,342	\$ (423)	\$ 10,919	\$ (1,131)	\$ -	\$ 9,788	113	\$86.62	\$168.79	\$ 29,176	\$ (1,131)	\$ 28,045
0278	18-01	\$ 72,920	\$ 7,825	\$ 80,745	\$ (2,496)	\$ 78,250	\$ 15,014	\$ -	\$ 93,264	267	\$349.30	\$518.00	\$ 147,790	\$ 15,014	\$ 162,804
0279	19-01	\$ 10,638	\$ 831	\$ 11,469	\$ (177)	\$ 11,291	\$ 936	\$ -	\$ 12,227	22	\$555.78	\$565.78	\$ 8,214	\$ 936	\$ 9,150
0280	19-02	\$ 7,396	\$ 595	\$ 7,991	\$ (222)	\$ 7,769	\$ 3,875	\$ -	\$ 11,644	26	\$447.84	\$468.45	\$ 1,895	\$ 3,875	\$ 5,770
0281	20-01	\$ 42,399	\$ 4,602	\$ 47,001	\$ (1,935)	\$ 45,066	\$ 8,462	\$ -	\$ 53,528	80	\$669.10	\$689.11	\$ 30,944	\$ 8,462	\$ 39,406
0282	21-01	\$ 47,574	\$ 4,563	\$ 52,137	\$ (1,815)	\$ 50,322	\$ 5,659	\$ -	\$ 55,981	56	\$999.66	\$1,100.72	\$ 58,798	\$ 5,659	\$ 64,457

Part IV - District Diagrams

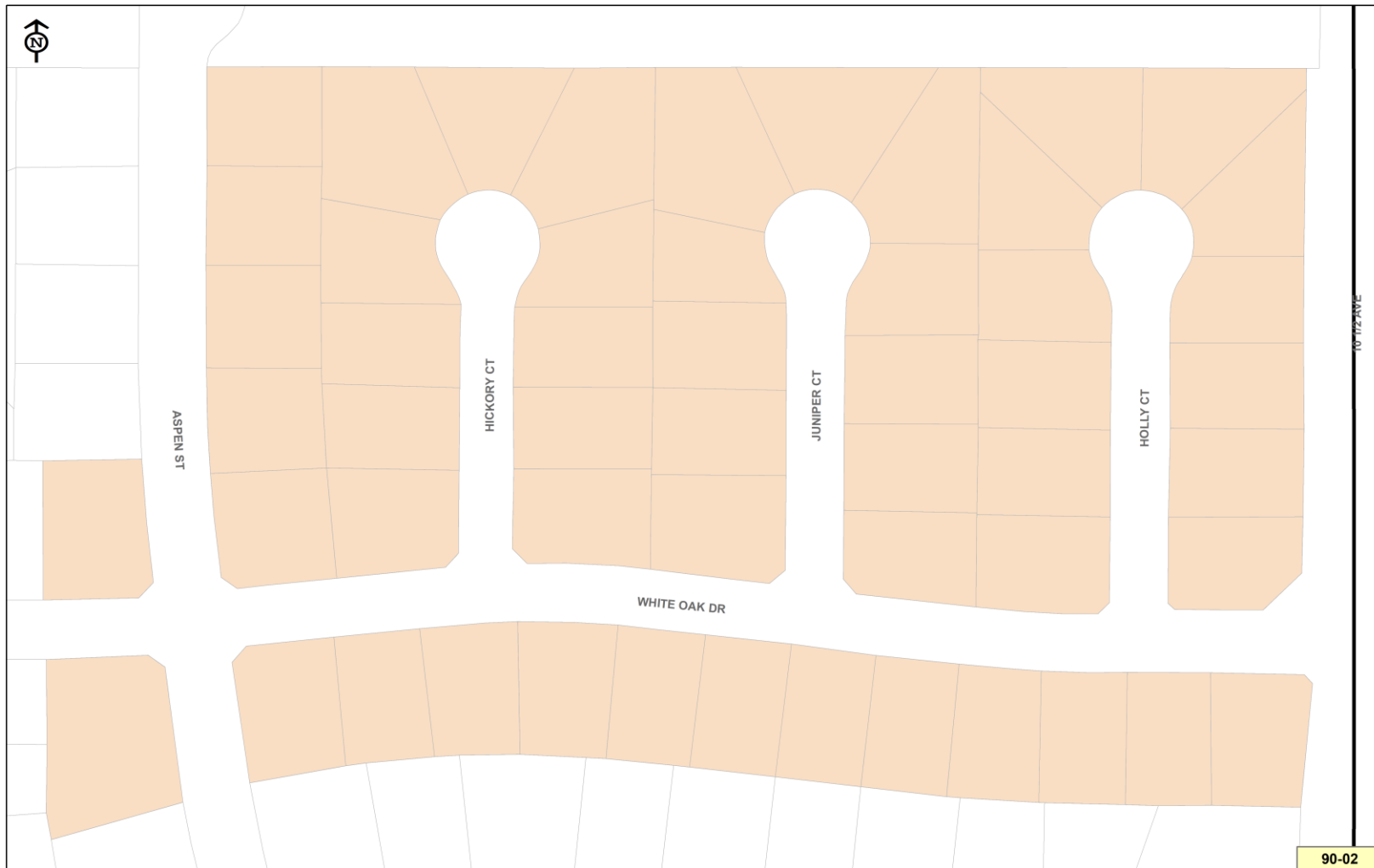
The following pages contain an Overview LLMD Diagram showing the general location of the Districts within the City of Hanford for fiscal year 2023/2024 described within this Report as well as individual District Diagrams for each of the individual Districts, which incorporates the parcels determined to receive special benefits from the various District improvements. All parcels that will receive a special benefit from the improvements provided within each District consist of all lots, parcels and subdivisions of land within the boundaries of those Districts as depicted by these diagrams and the lines and dimensions of those lots, parcels and subdivisions of land shall be those lines and dimensions shown on the current Kings County Assessor's parcel maps and by reference the Kings County Assessor's parcel maps are incorporated herein and made part of this Report. This diagram along with the Assessment Roll incorporated in this Report constitute the District Assessment Diagram for each District for fiscal year 2023/2024.

District 90-01 Pinecastle Addition Units 1 through 4



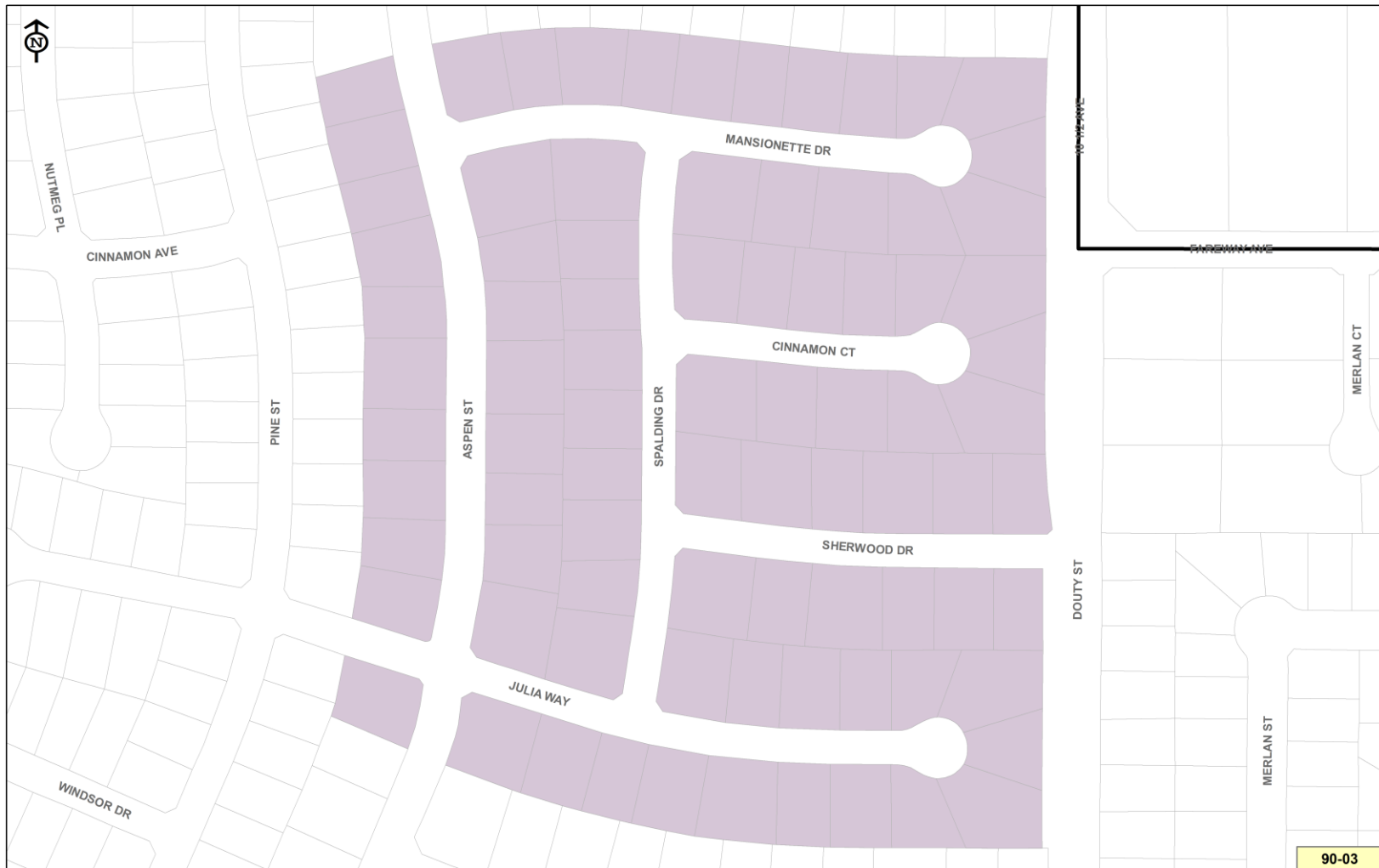
Date: 4/26/2022

District 90-02 Park Monterey Units 1 & 2



Date: 4/26/2022

District 90-03 Mansionette Estates Units 7 & 8



Date: 4/26/2022

District 90-04 Hyde Park



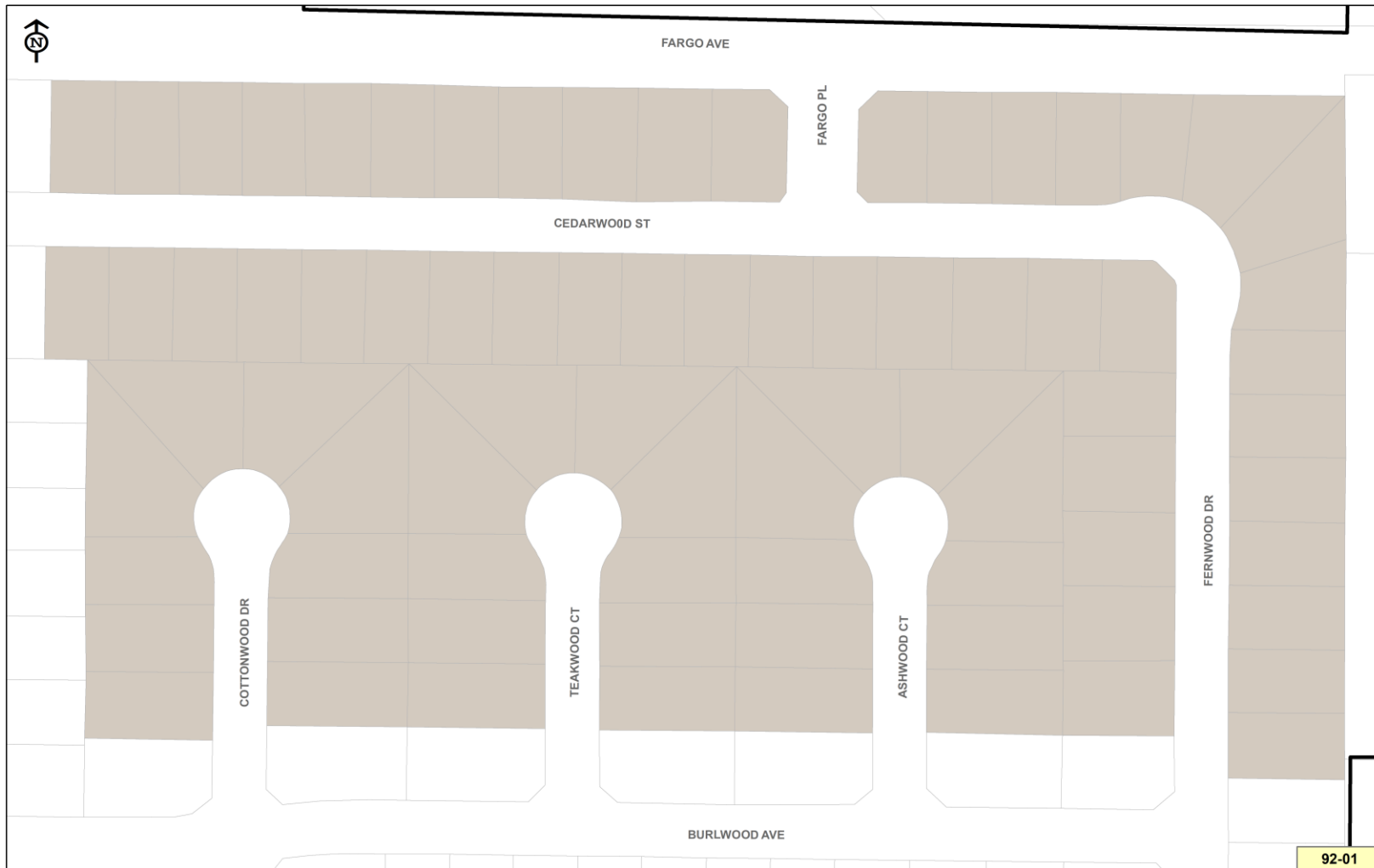
Date: 4/26/2022

District 91-01 Sierra Vista & New Dimensions Units 1 through 5



Date: 4/26/2022

District 92-01 Portofino Units 1 through 4



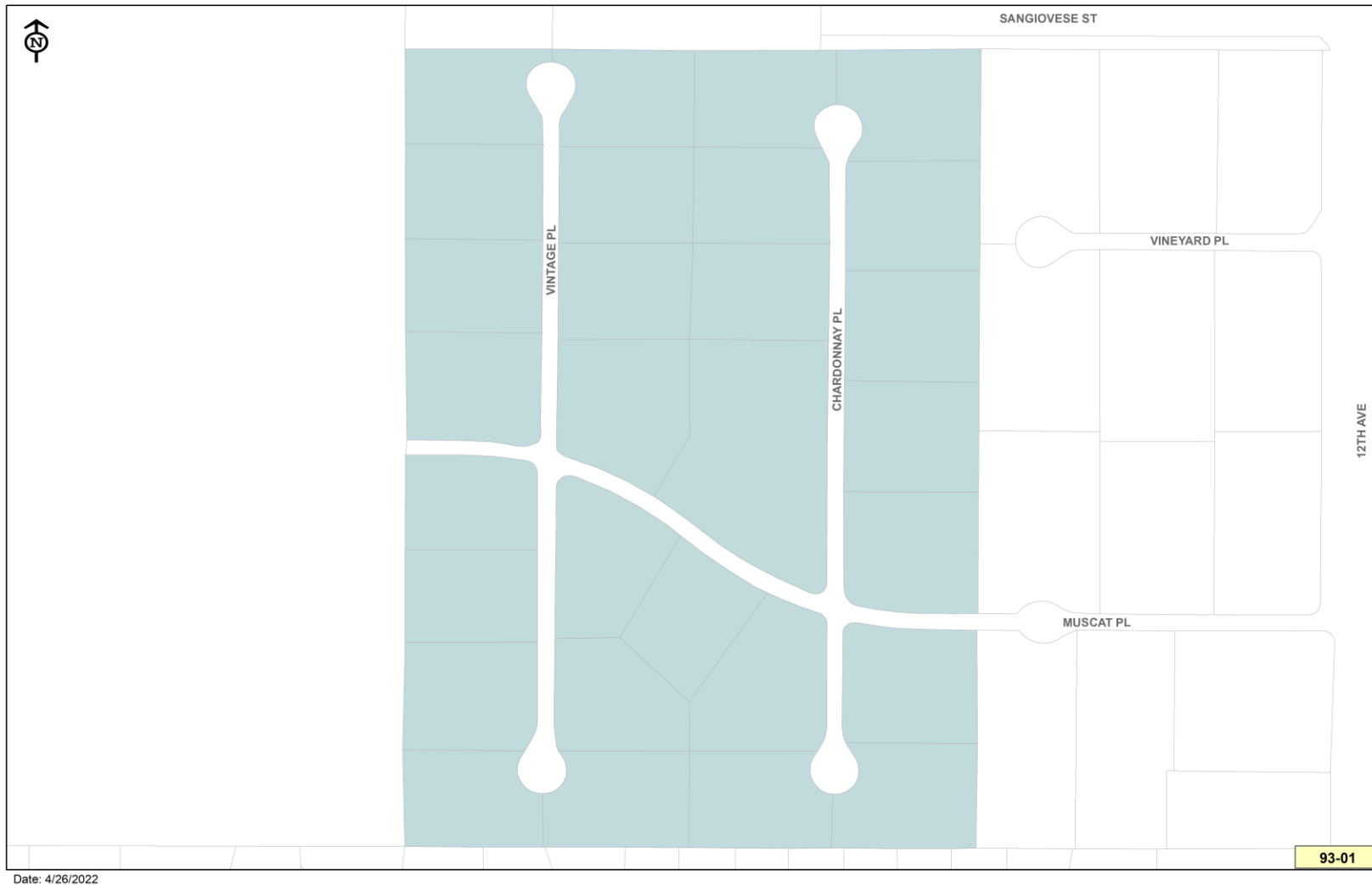
Date: 4/26/2022

District 92-02 Cielo En Tierra Units 1 through 5



Date: 4/26/2022

District 93-01 Vintage Estates



District 93-02 Walnut Forest Units 1 through 3



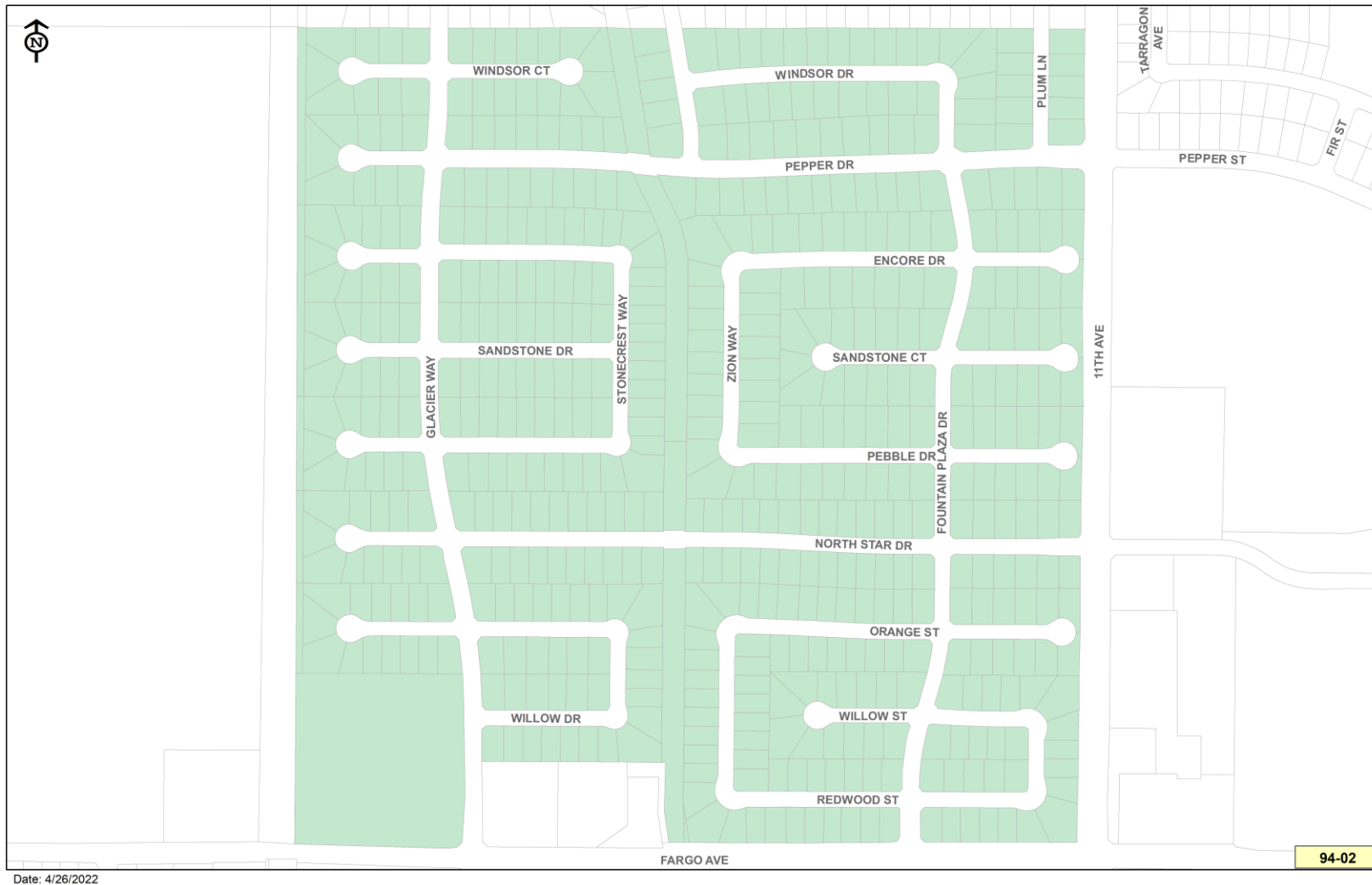
Date: 4/26/2022

District 94-01 Gateway Estates

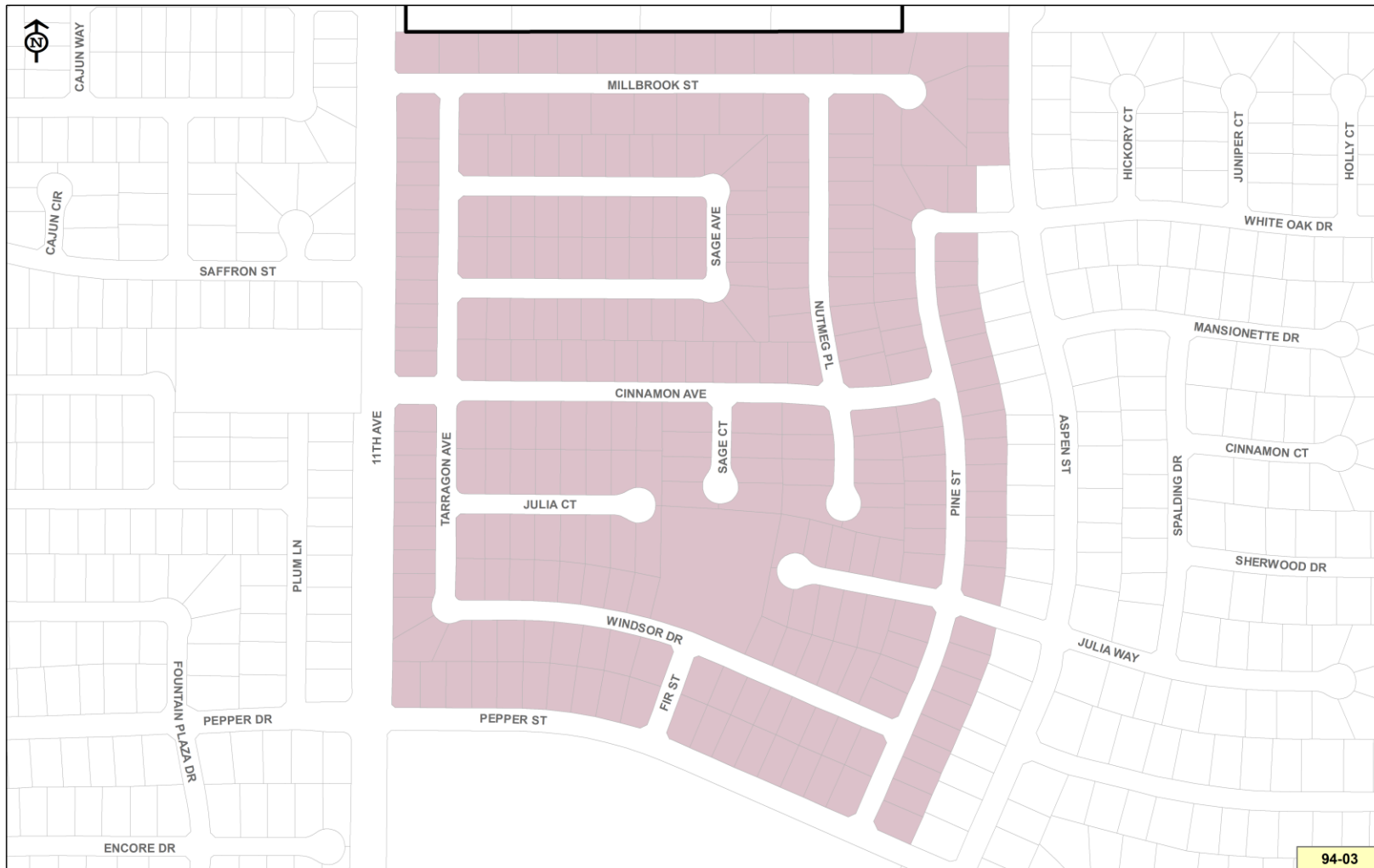


Date: 4/26/2022

District 94-02 Stonecrest Units 1 through 9

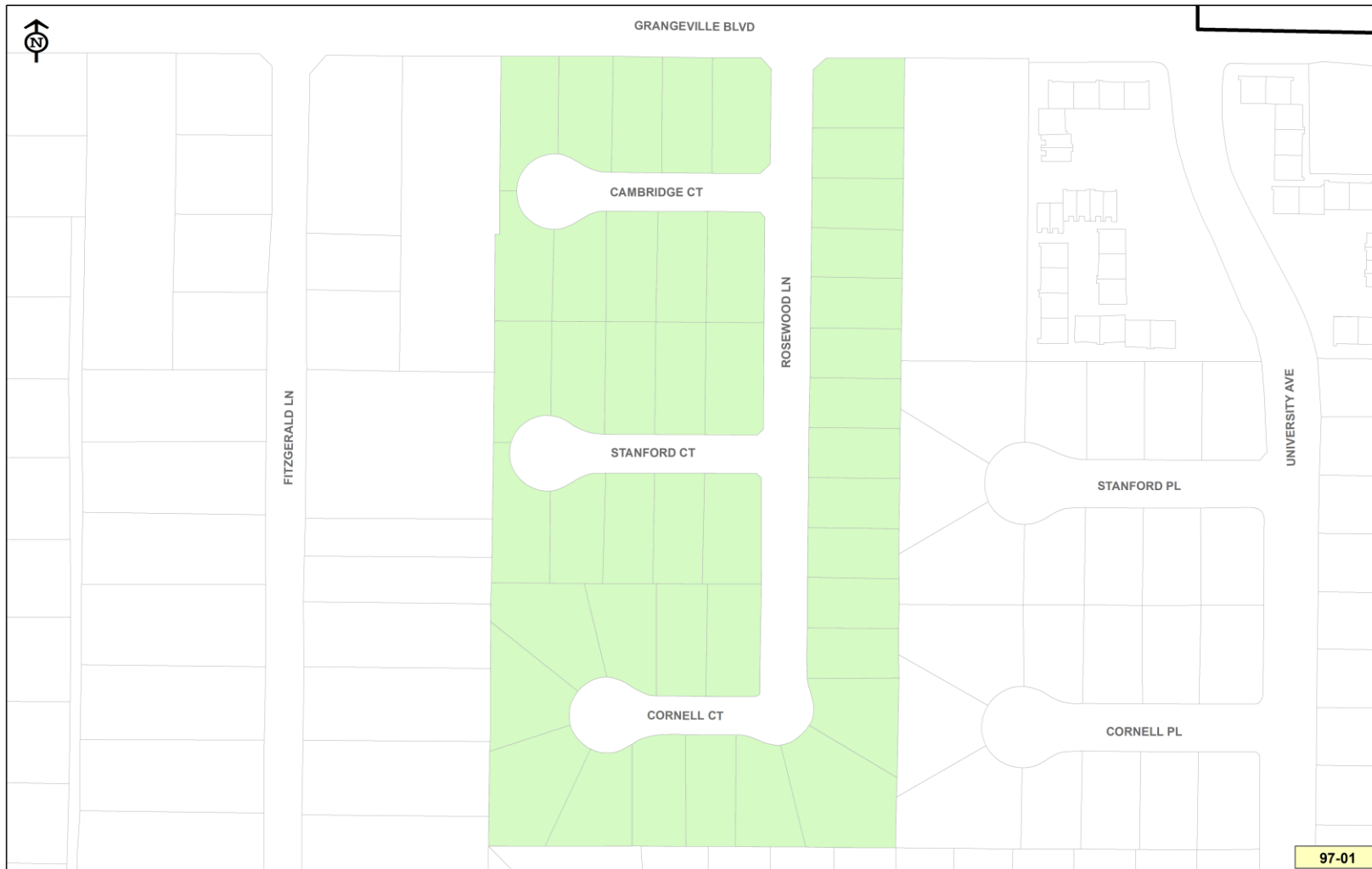


District 94-03 Quail Run Estates Units 1 through 5



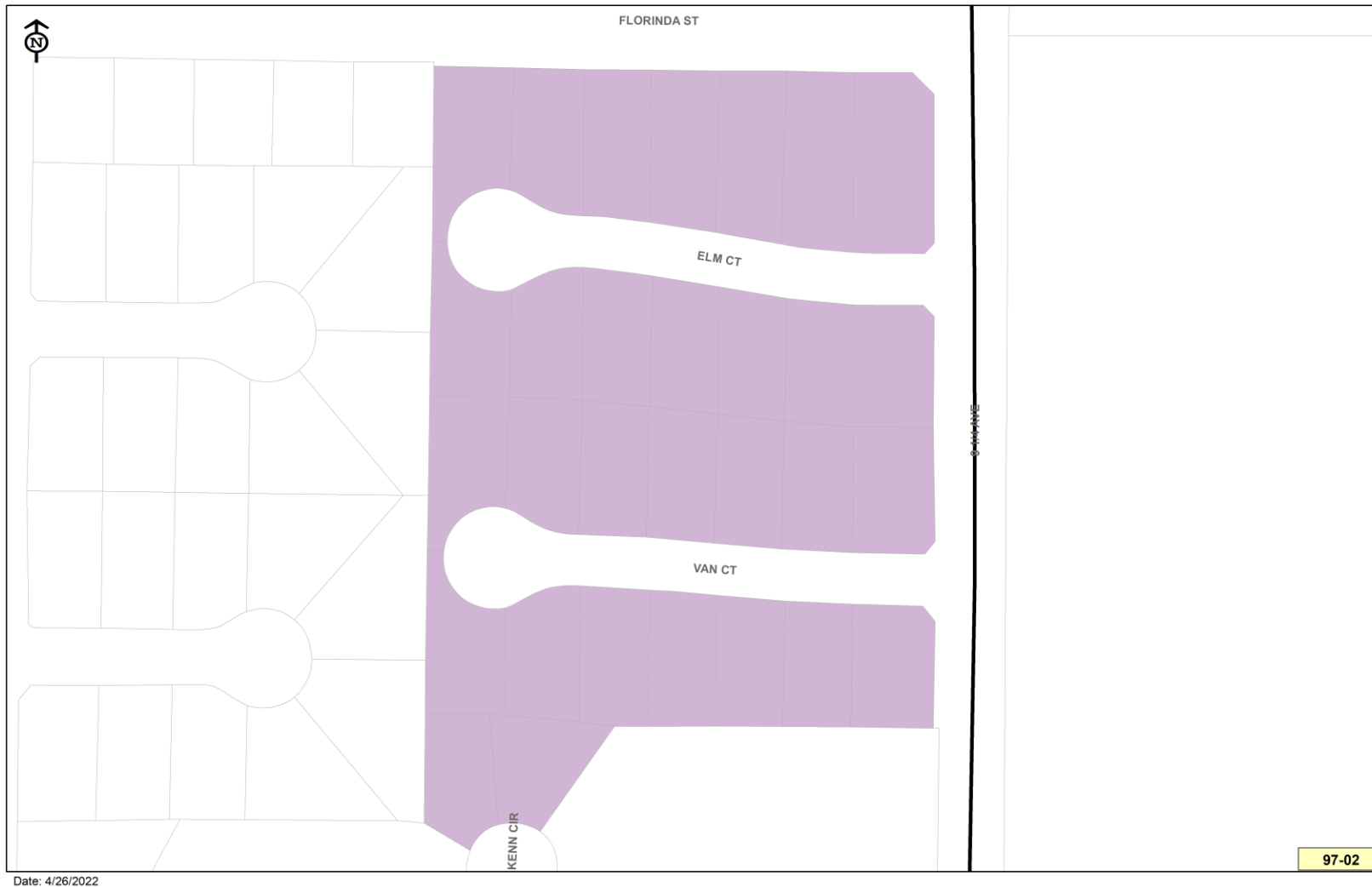
Date: 4/26/2022

District 97-01 Rosewood Estates Units 1 & 2

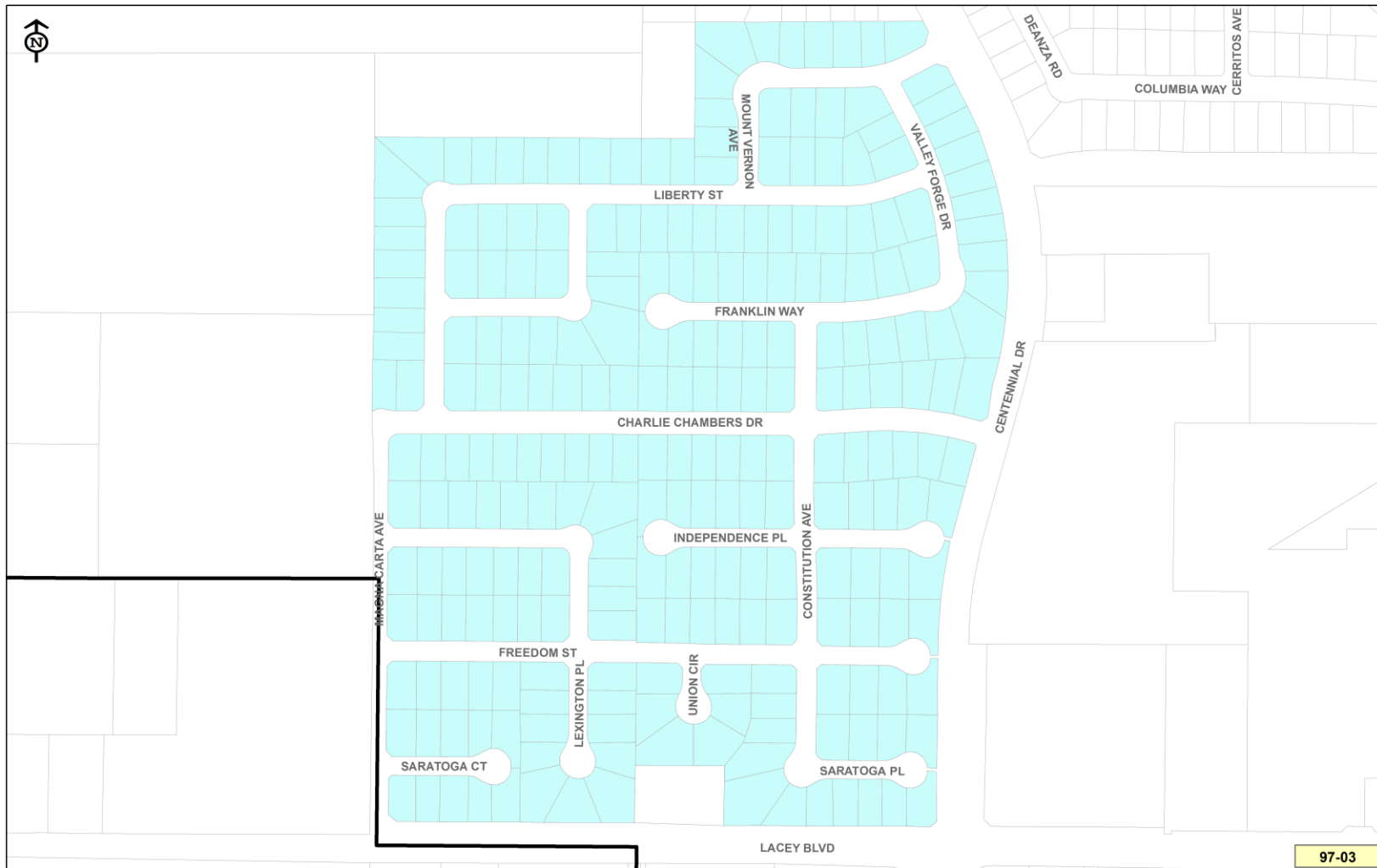


Date: 4/26/2022

District 97-02 Summer Field Addition #2



District 97-03 Country Crossing Units 1 through 5



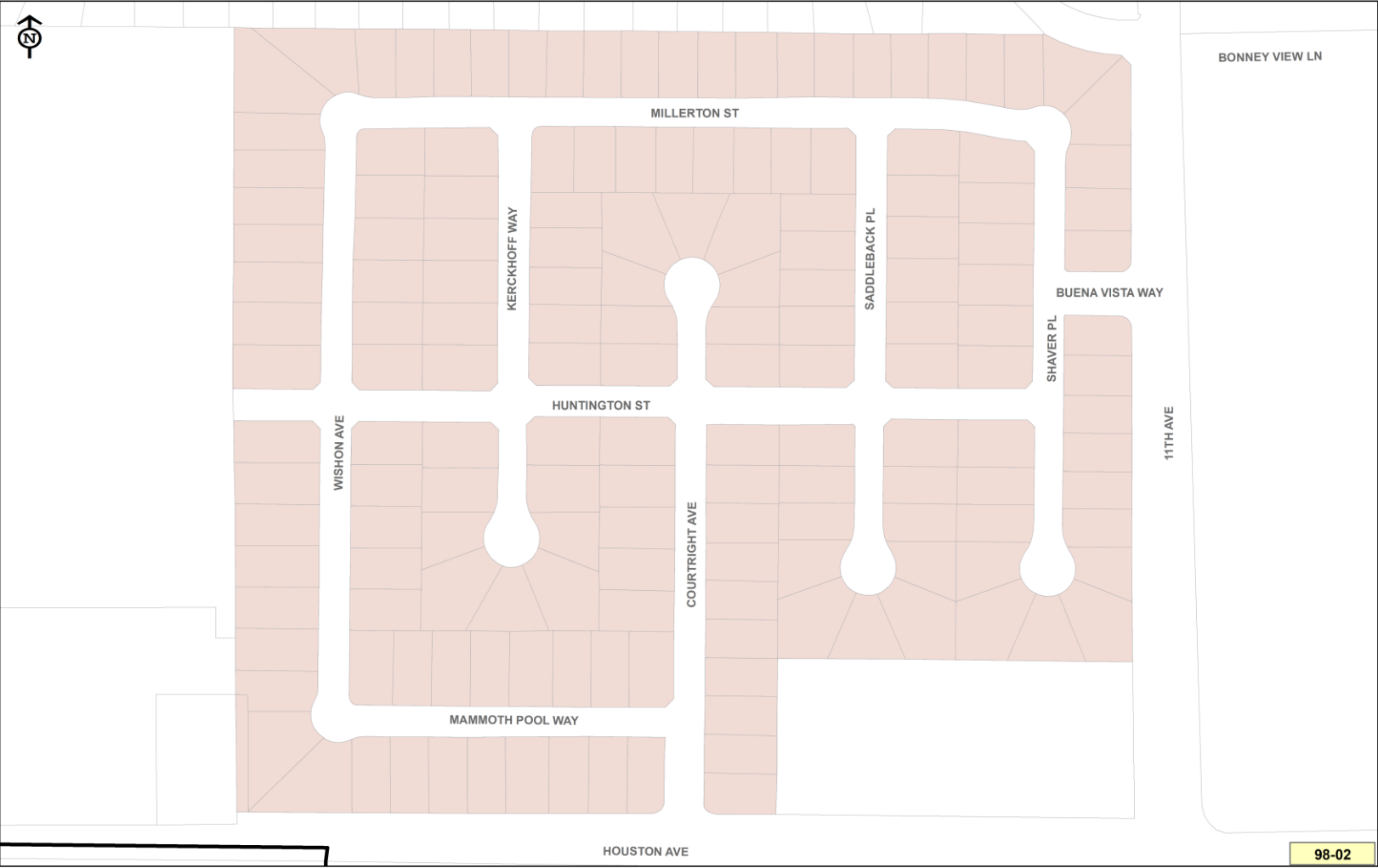
Date: 4/26/2022

District 98-01 Crystal Springs Units 1 through 3



Date: 4/26/2022

District 98-02 Mountain View Estates Units 1 through 6



Date: 4/26/2022

District 01-01 Pacific Grove Units 1 through 3 and N. Pointe Units 1 through 4



Date: 4/26/2022

District 01-02 Cambridge Homes Units 1 through 3



Date: 4/26/2022

District 01-03 Poppy Hills Units 1 & 2



Date: 4/26/2022

District 01-04 Silver Oaks Units 1 through 5



Date: 4/26/2022

District 02-01 Ashton Park Units 1 through 4

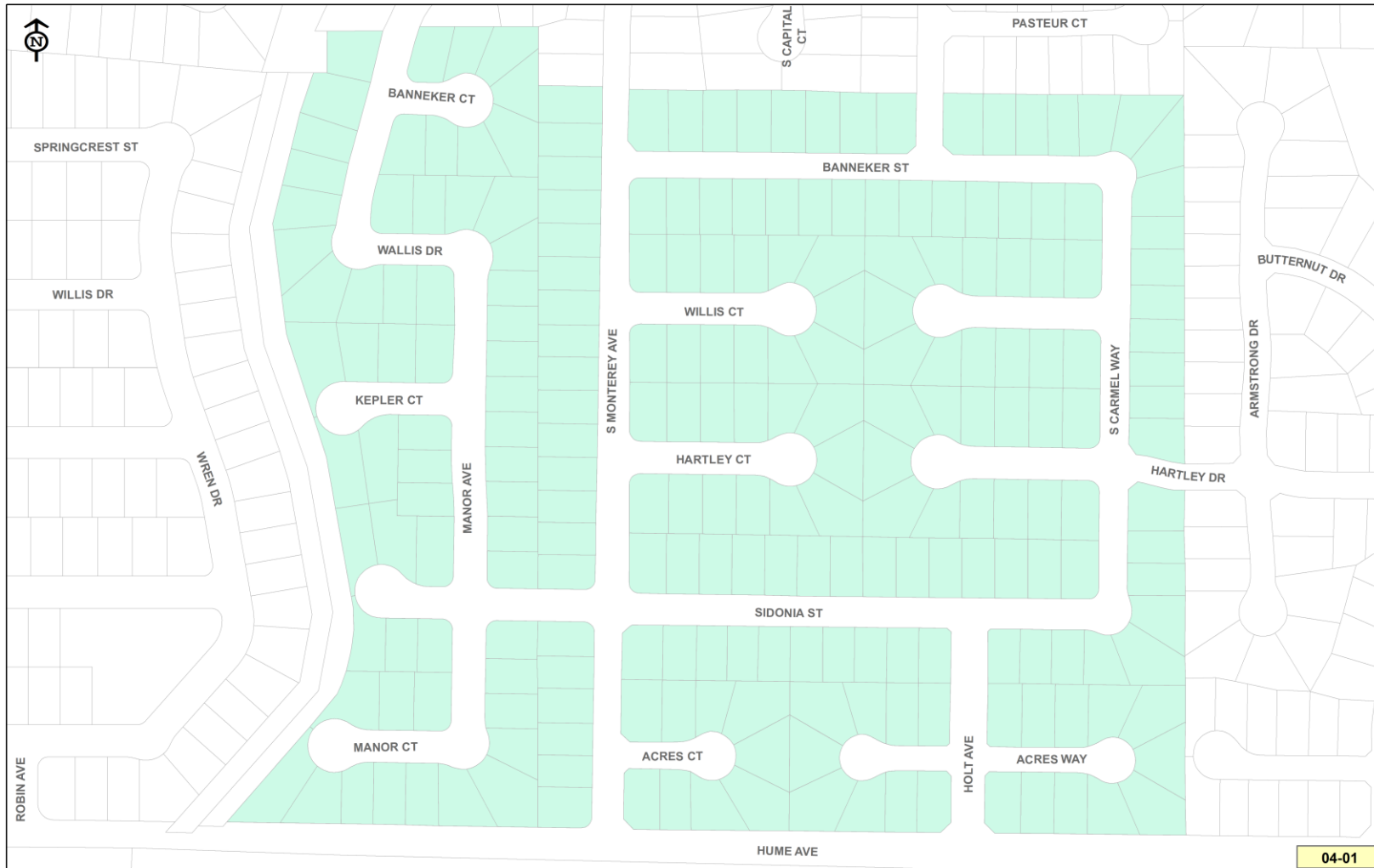


Date: 4/26/2022

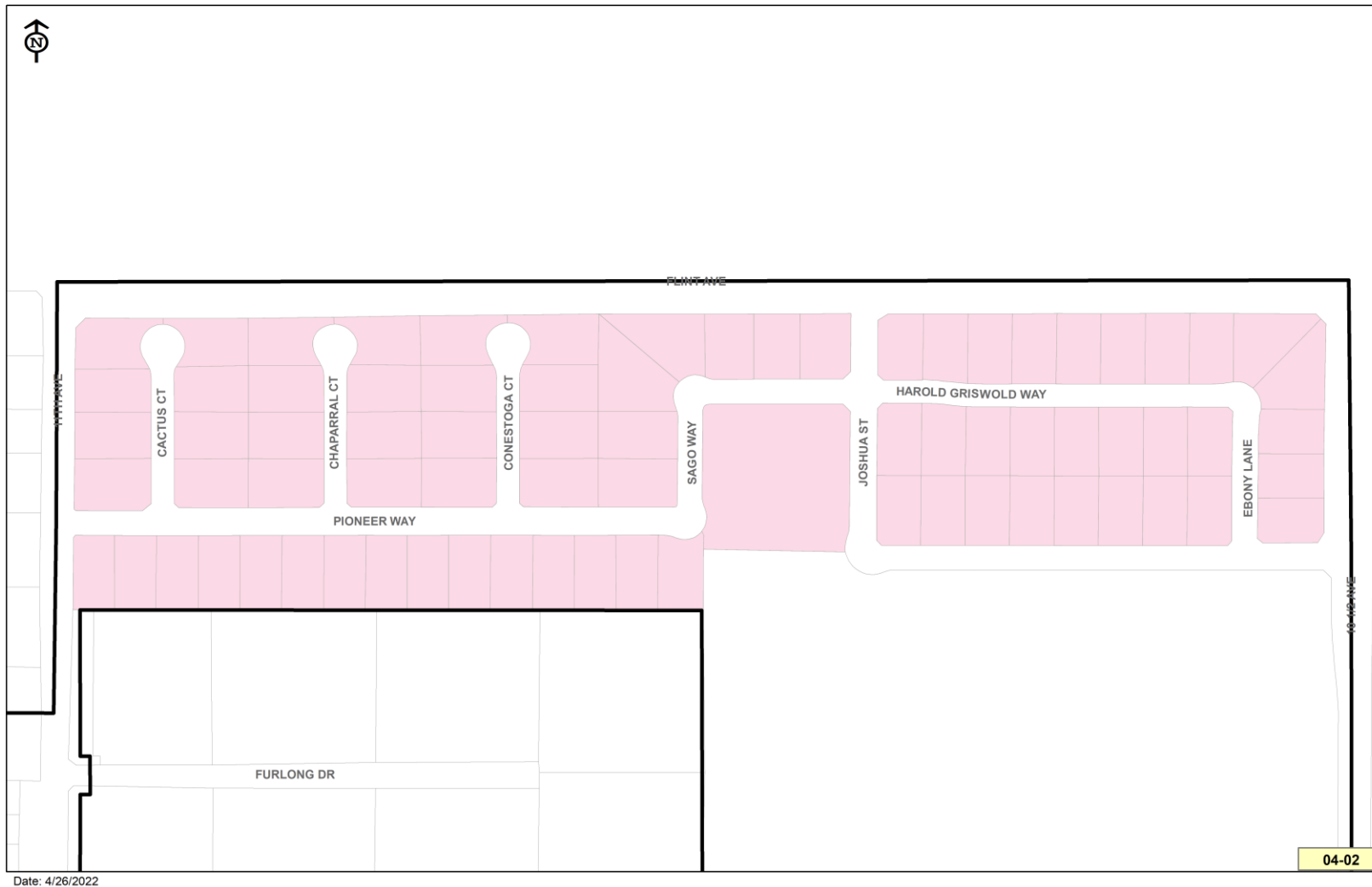
District 03-01 Le Parc Units 1 through 3



District 04-01 Sidonia Units 1 & 2 and Sidonia Estates II



District 04-02 Cambridge Homes - Majesty Pinnacle & Majesty II



District 04-03 Cambridge Homes - Majesty II #2, Cambridge Homes Units 1 through 6, Vineyards Units 1 through 4



Date: 4/26/2022

District 04-04 Sierra Heights Units 1 & 2

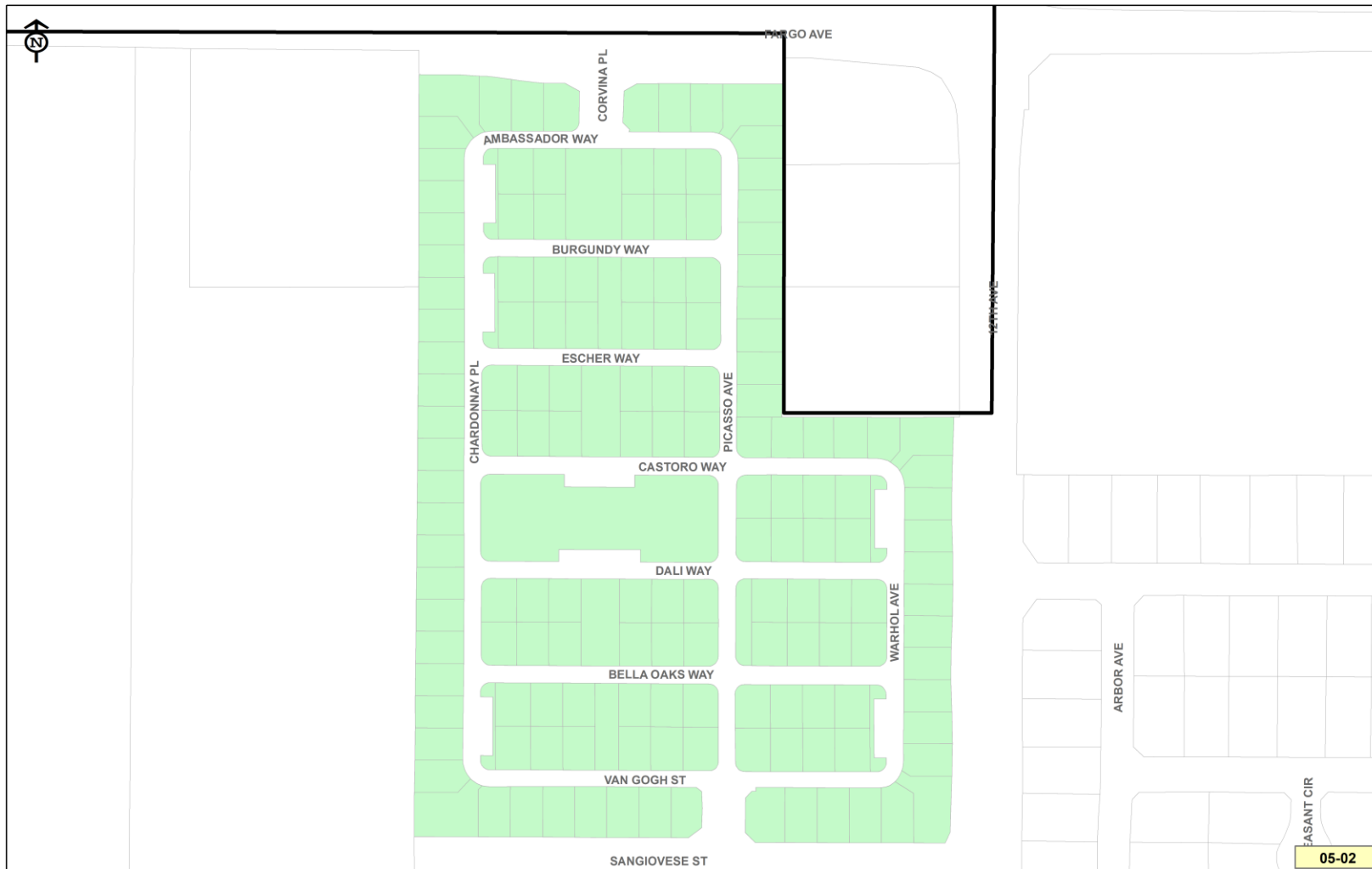


District 05-01 Mission Park



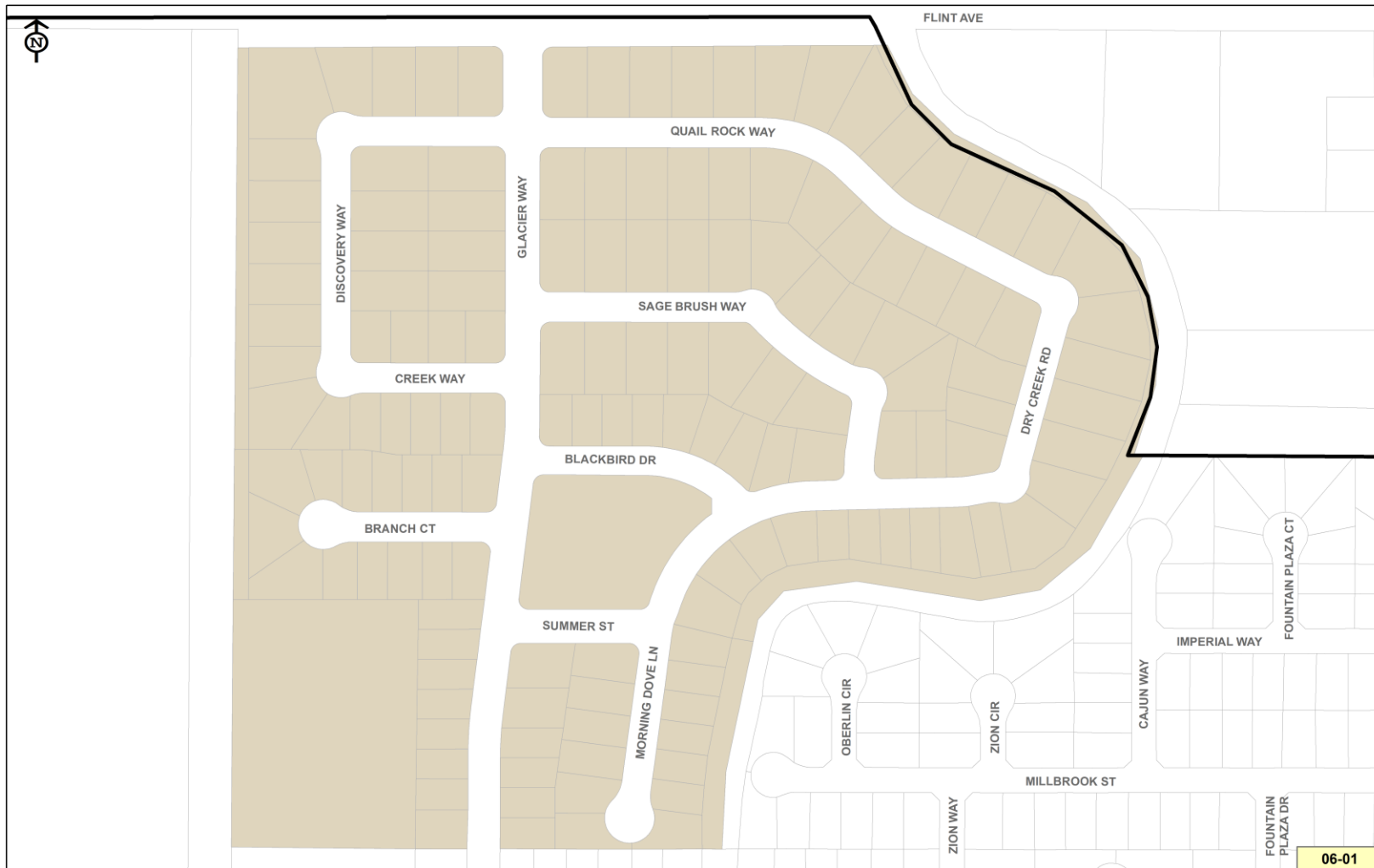
Date: 4/26/2022

District 05-02 Copper Valley



Date: 4/26/2022

District 06-01 Quail Park Units 1 & 2



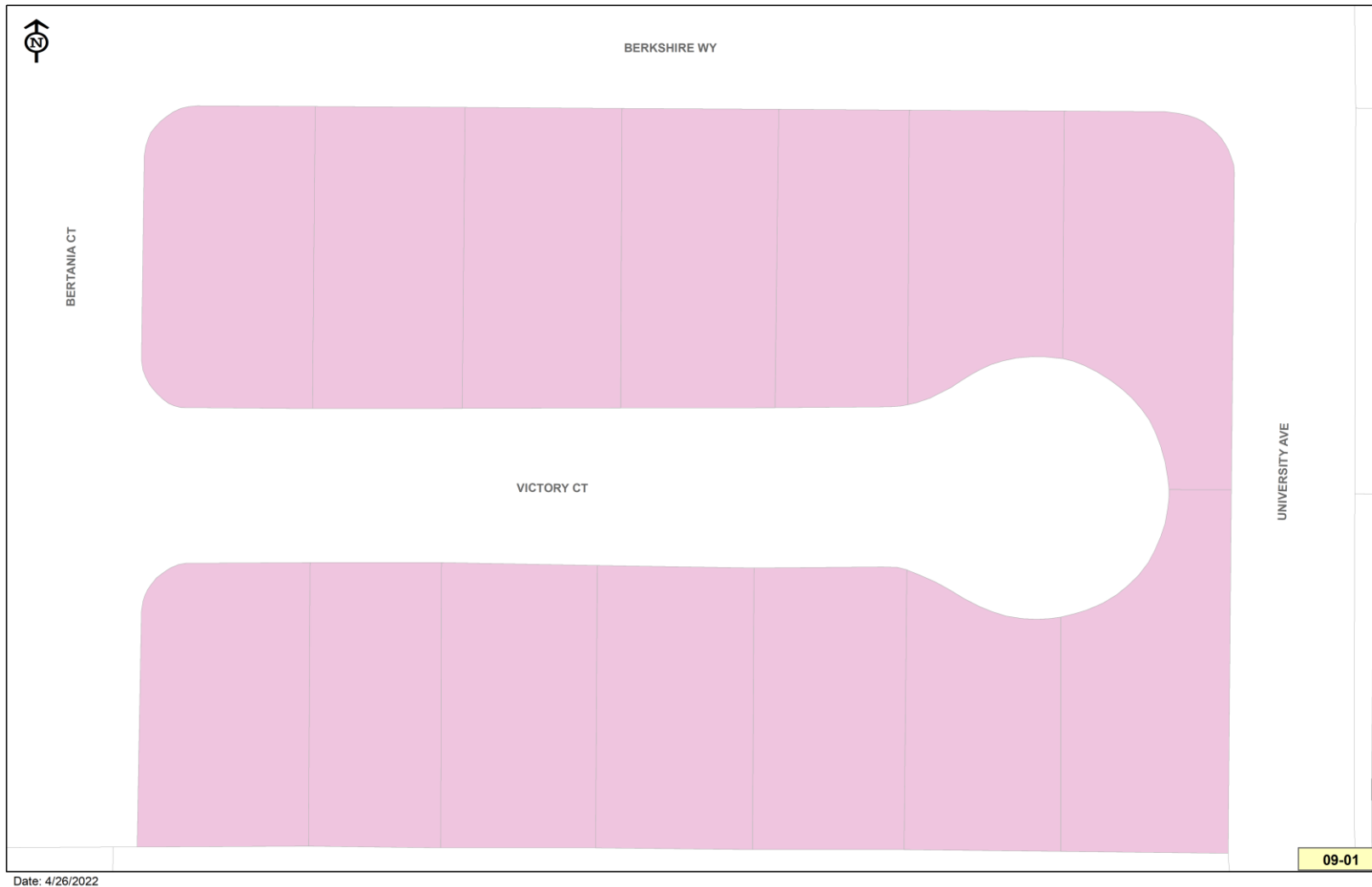
Date: 4/26/2022

District 07-02 South Gate Addition, Greenbrier Gardens, & Live Oak North

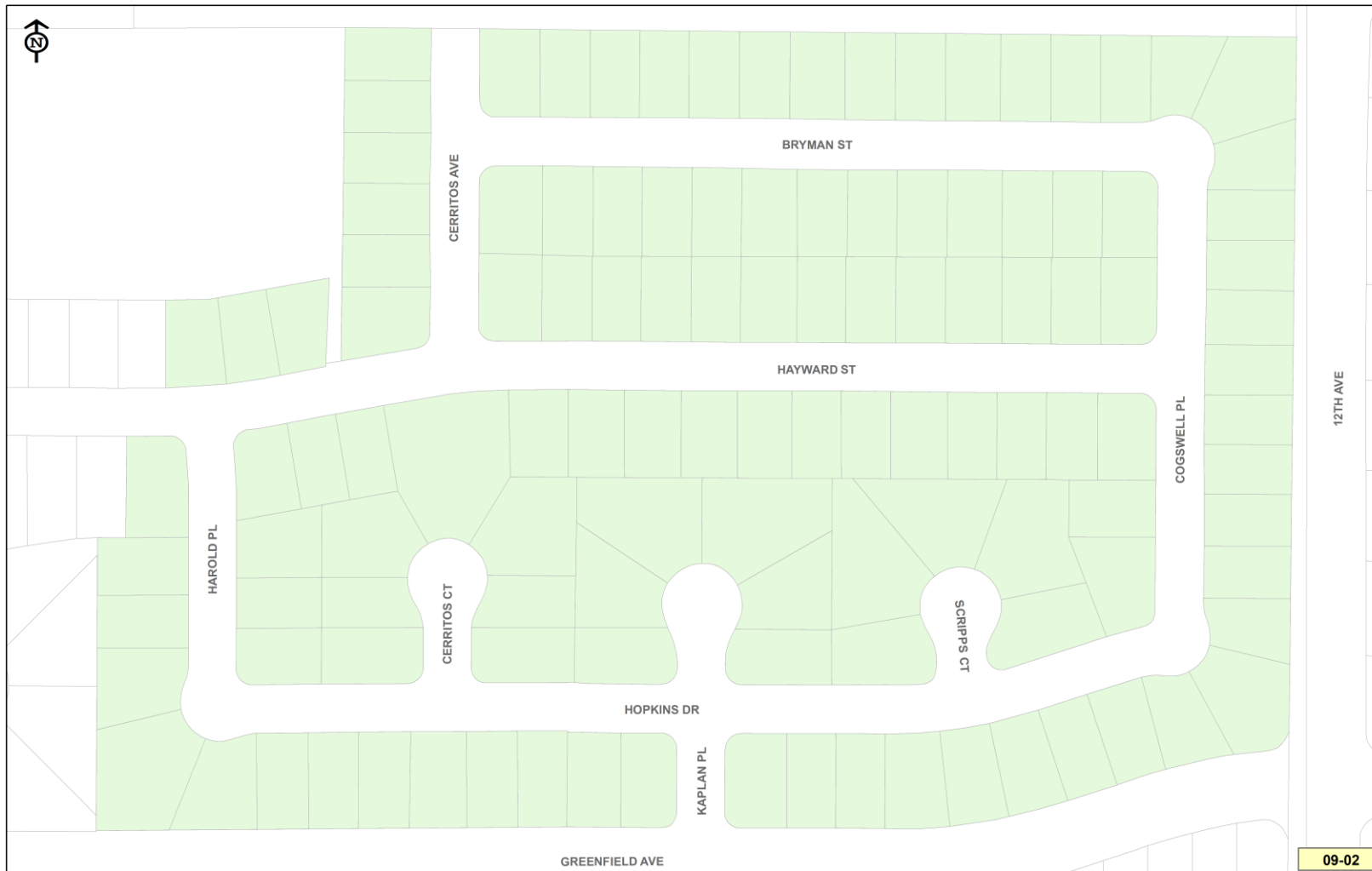


Date: 4/26/2022

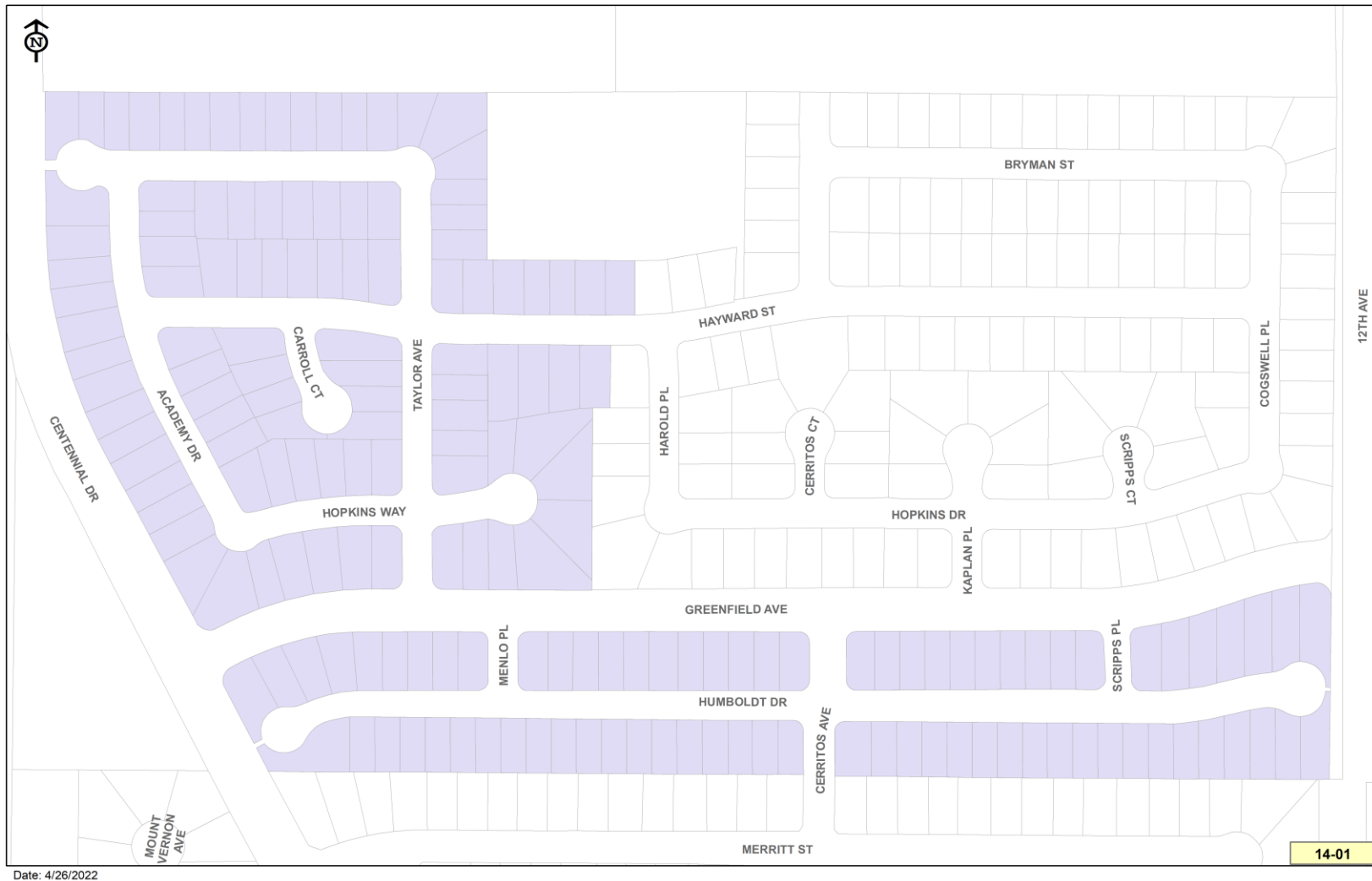
District 09-01 Victory Estates



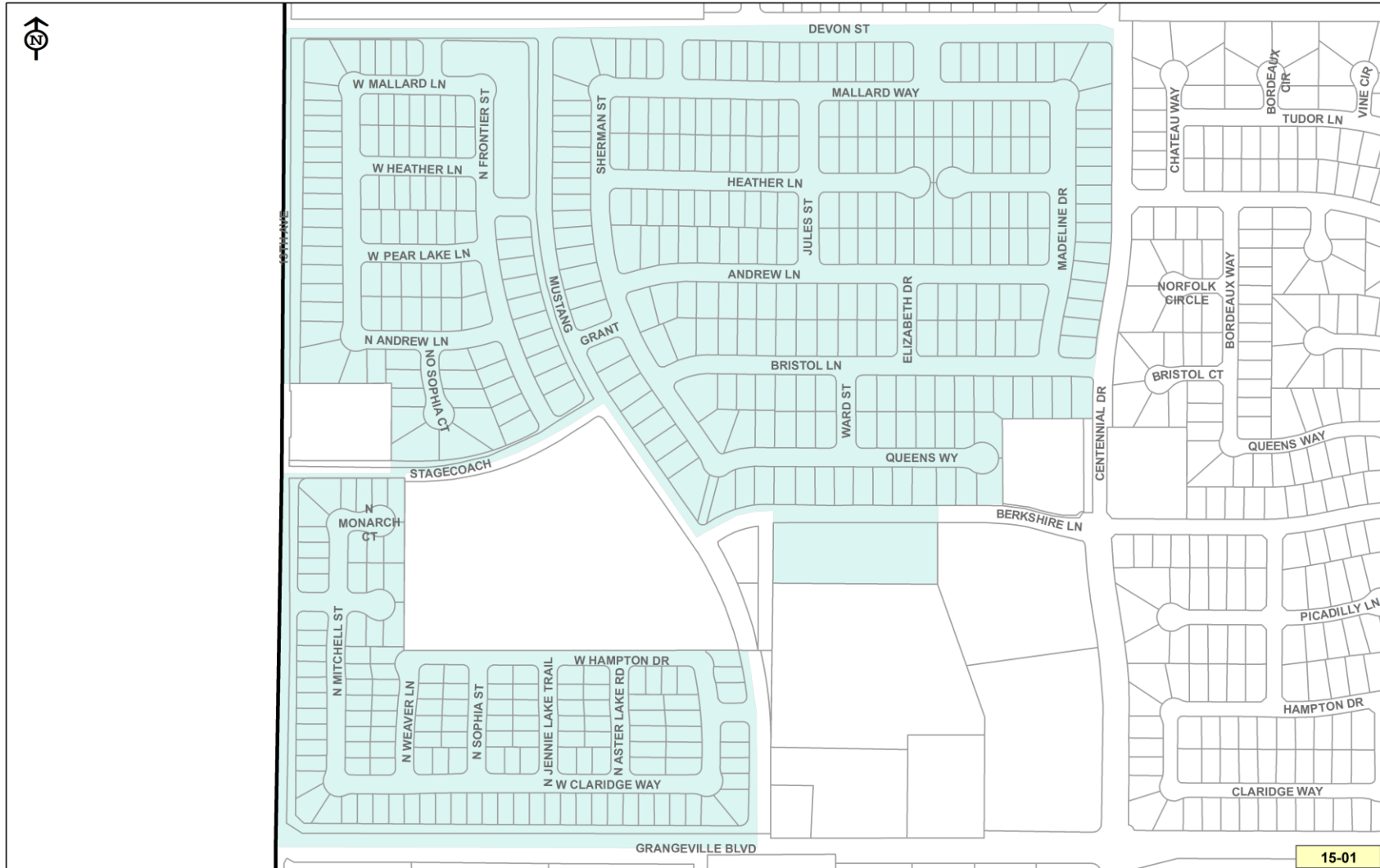
District 09-02 Independence Units 1 & 2



District 14-01 Independence Units 3 & 4



District 15-01 Silver Oaks Addition III Units 1 through 3

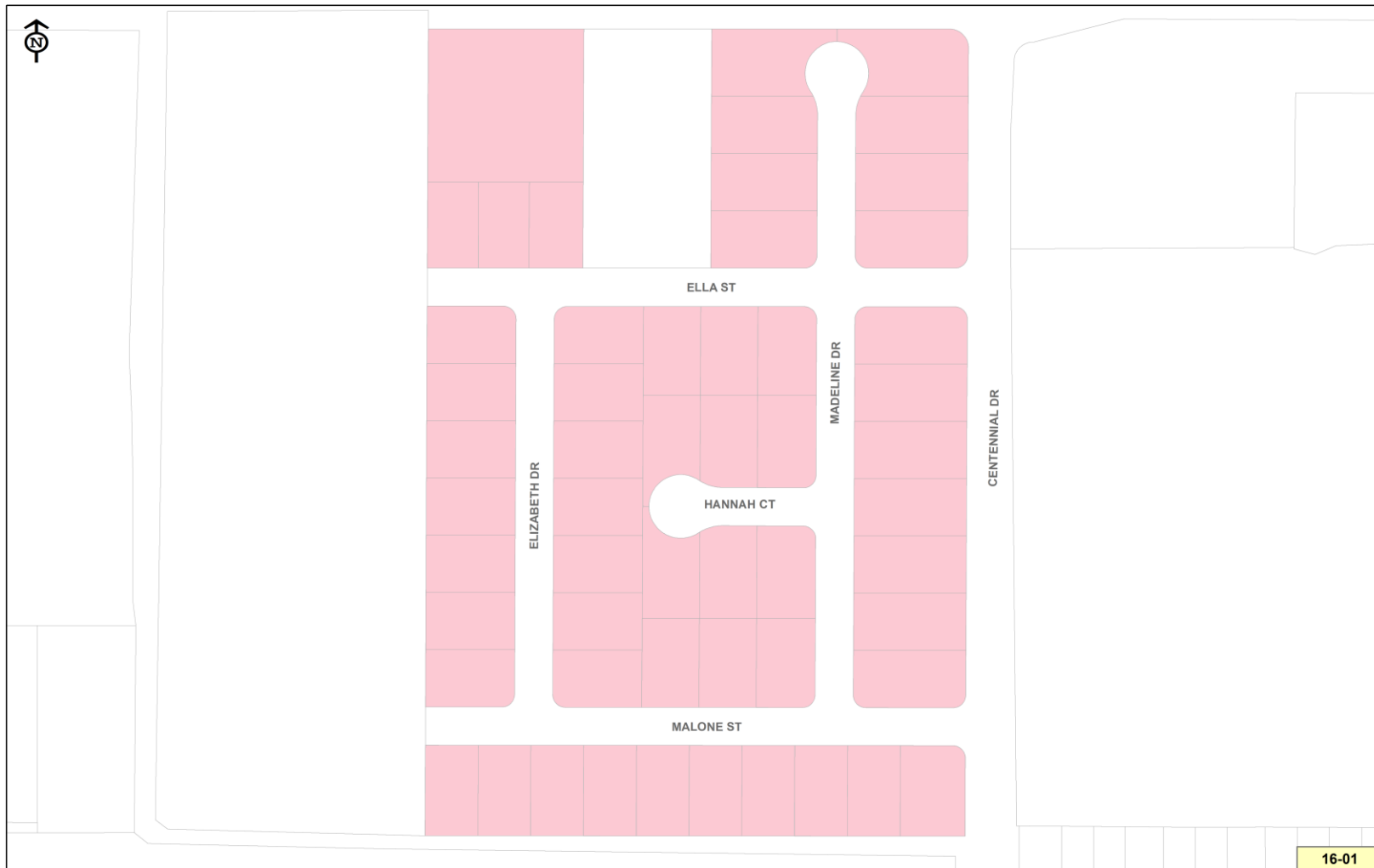


Date: 6/16/2022

District 15-02 The Greens II

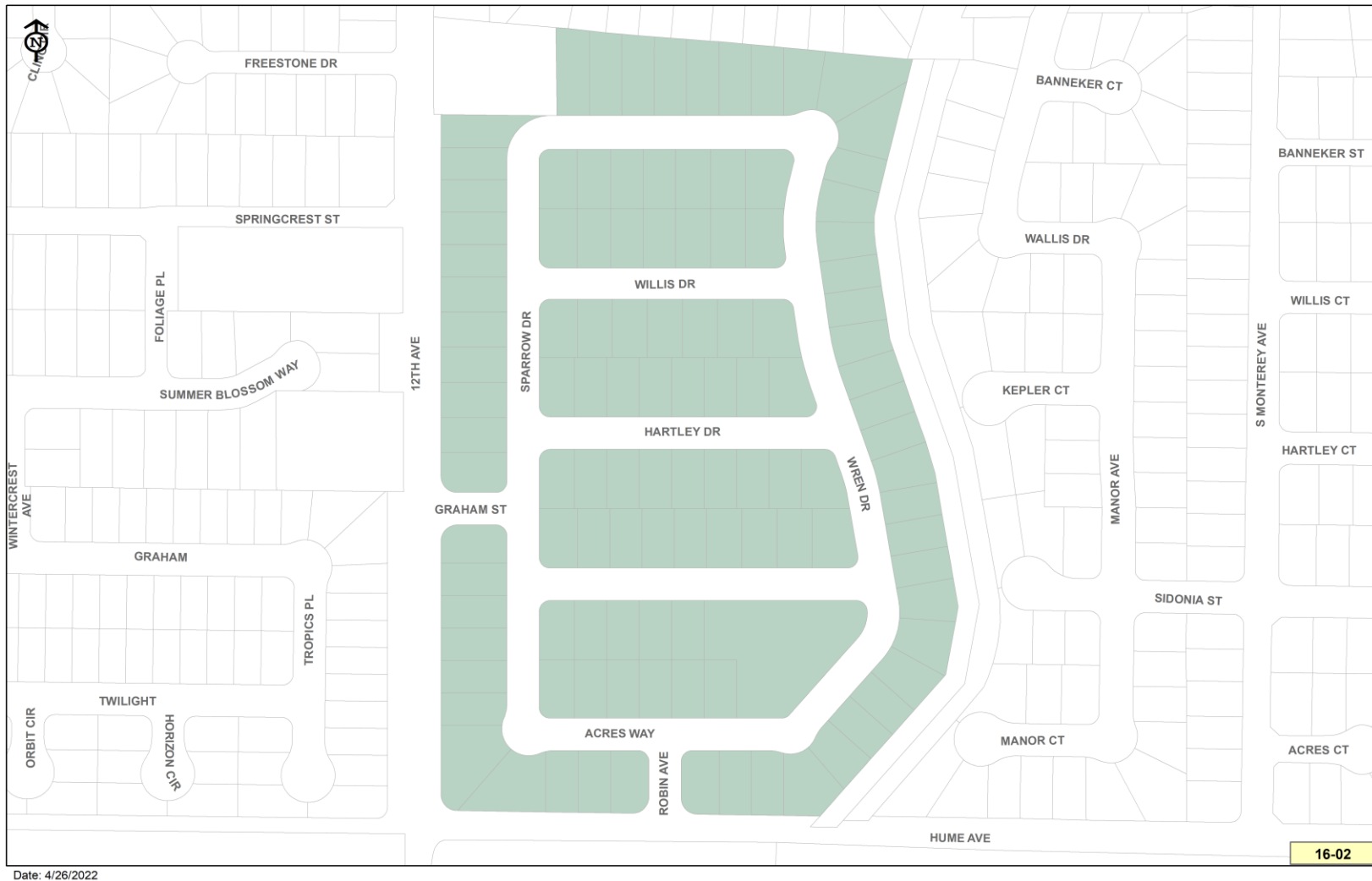


District 16-01 Woodside Homes

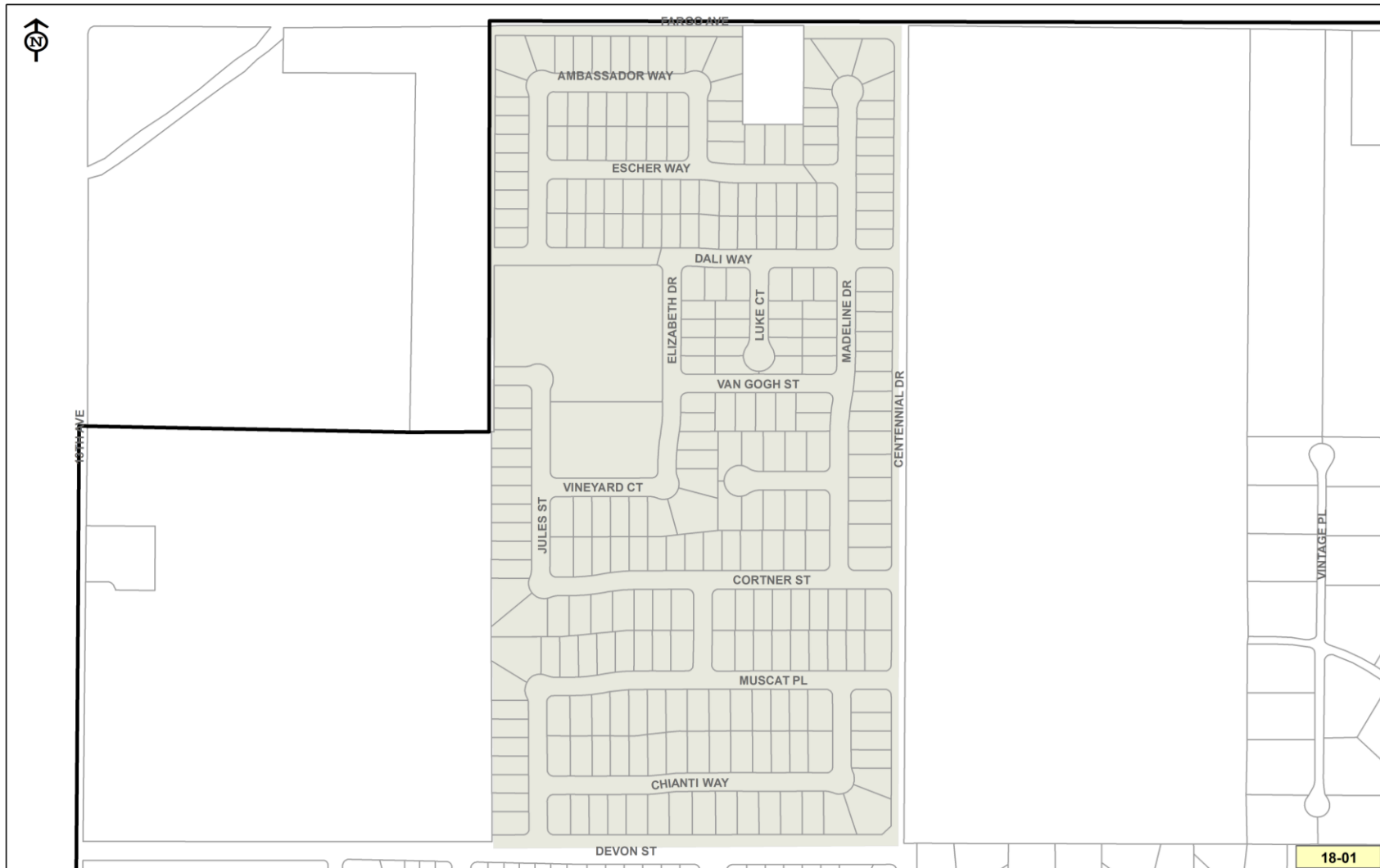


Date: 4/26/2022

District 16-02 Mynderup Units 1 & 2



District 18-01 Bella Vista Units 1 through 4



Date: 6/16/2022

District 19-01 Pacific Grove Addition II



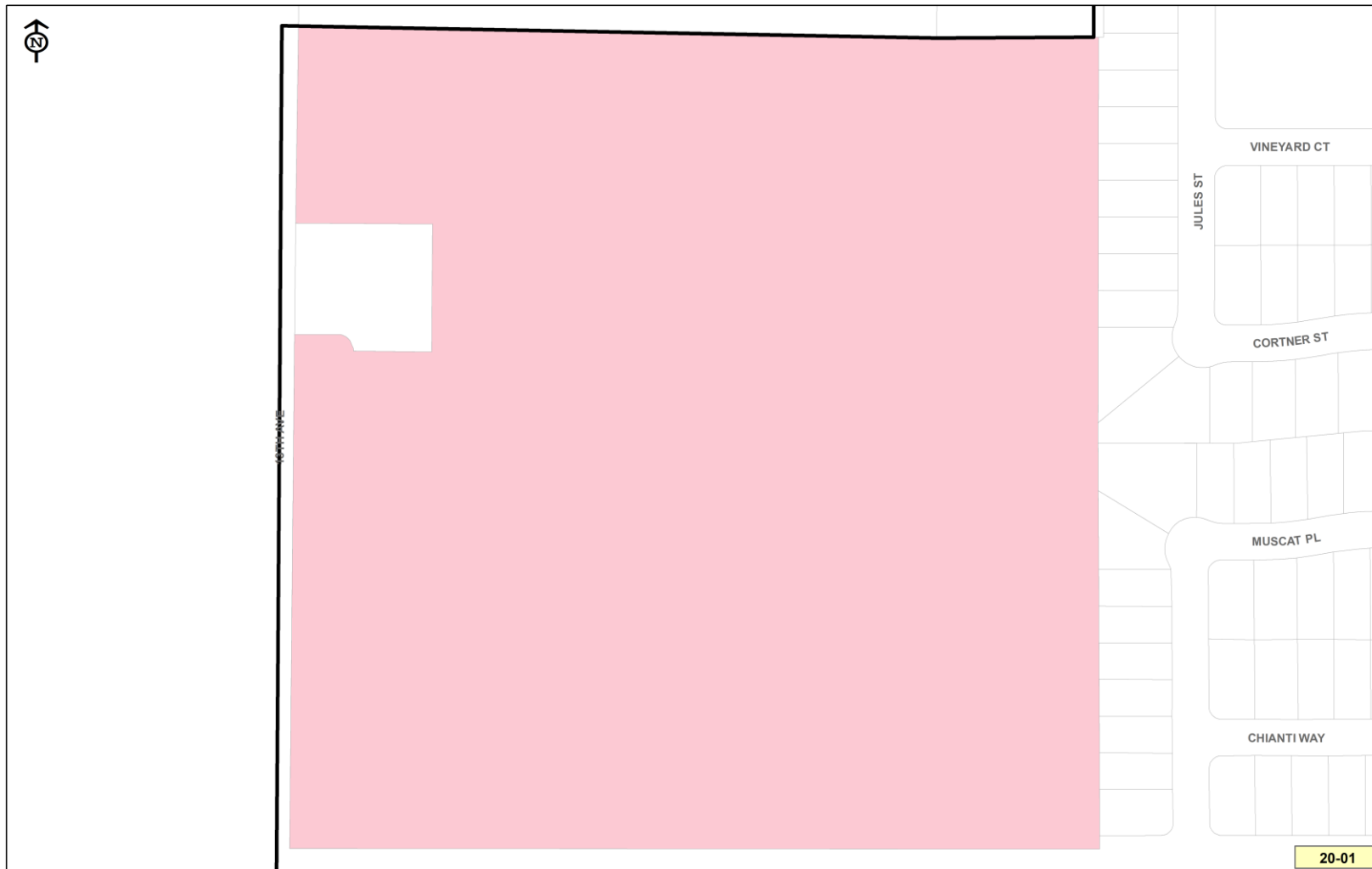
Date: 4/26/2022

District 19-02 The Enclave

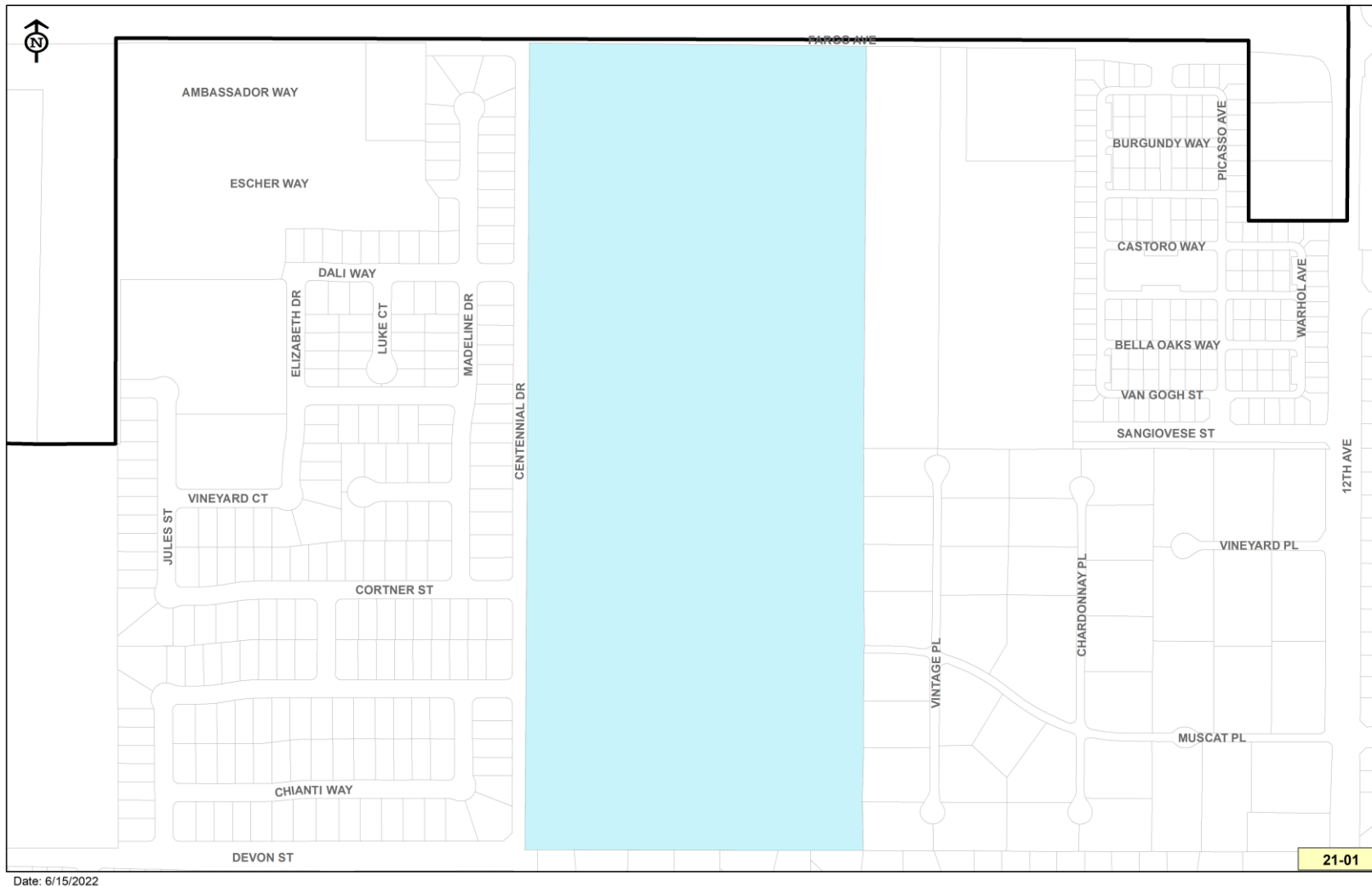


Date: 4/26/2022

District 20-01 Woodside Homes



District 21-01 San Joaquin Valley Homes



Part V - Assessment Rolls

Due to the number of parcels in the Districts, the Assessment Roll for fiscal year 2023/2024 has been filed with the City Clerk in an electronic format and is, by reference, made part of this Report.

The Assessment Roll identifies the parcels within each District that are assessed for special benefits and their corresponding assessment amount for fiscal year 2023/2024. Each parcel listed on the Assessment Roll is currently shown and illustrated on the County Assessor's Roll and the County Assessor's Parcel Number Maps (APN maps). These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County Assessor's Office securing the final roll and generating tax bills for fiscal year 2023/2024.

The proposed Assessment Roll shall be available for public inspection in the City Clerk's Office during normal office hours.



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of a purchase order with Martin Marietta for the purchase of asphalt material in the amount of \$120,000.

RECOMMENDATION:

Recommendation:

That the City Council, by motion, approve a Purchase Order with Martin Marietta (Hanford, CA) for the purchase of asphalt in the amount of \$120,000 for fiscal year 2023/2024.

Recommend Motion: I move to approve a Purchase Order with Martin Marietta (Hanford, CA) for the purchase of asphalt in the amount of \$120,000 for fiscal year 2023/2024.

Martin Marietta provides asphalt for street maintenance projects throughout the year. Each year, approximately \$120,000 is designated for the purchase of this material.

Martin Marietta is the only local vendor which supplies asphalt material. Other vendors require the Streets Division staff to drive to Coalinga, Visalia, or Fresno to pick up the asphalt. This not only wastes time, but it also leaves less time for the streets department to place the asphalt prior to it cooling off. In addition, purchase of material from outside the area would lengthen the project timeline and cause undue inconvenience to the public. The asphalt is used to deep patch local streets, prepare for upcoming projects, and extend the life of the local streets. The city saves money performing these jobs in house rather than using outside contractors.

The price of asphalt is very volatile because of oil price fluctuations. In an effort to provide some price stability, the State of California ties the cost of oil to the California oil index and vendors are only allowed to increase pricing on a quarterly basis. The increasing cost of oil is likely to continue affecting the asphalt costs, resulting in higher project costs over time.

FISCAL IMPACT: FY24 STREETS MAINTENANCE DIVISION BUDGET APPROPRIATED \$300,000 FOR STREET MAINTENANCE MATERIALS AND SUPPLIES

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of purchase order to Ennis Flint Inc. for the purchase of traffic marking paint, not to exceed \$79,110.

RECOMMENDATION:

That the City Council, by Motion, approve a Purchase Order with Ennis Flint, Inc. of Bakersfield, CA for the purchase of traffic paint and glass beads in the amount of \$79,110 for fiscal year 2023/2024.

BACKGROUND:

A part of many street maintenance projects is the repainting of pavement markings. The paint used is highly specialized and engineered, per Cal Trans Specifications. In addition, glass beads are added to the painted surface to provide increased reflectivity.

City staff has performed annual striping using other brands of paint that do not stand up to the traffic volume or conditions we see in Hanford. Ennis Flint's paint is designed for high traffic highway use and provides a much longer life.

The City has used Ennis Flint, based out of Bakersfield, CA, for several years because they are able to provide the products at a very reasonable price. Ennis Flint allows the City of Hanford to purchase all paint and supplies using the State's established pricing, per State contract.

FISCAL IMPACT:

The fiscal year 2023/2024 Streets operations budget appropriated \$300,000 for street construction and materials. This purchase order will utilize this funding already appropriated by City Council.

ATTACHMENTS:

1. CA DOT_P T_Exp 03-03-2025
2. CA Paint and Thermo contract



Corporate Office:
4161 Piedmont Pkwy, Ste 370
Greensboro, NC 27410
Phone (800) 331-8118
Fax (336) 218-6746
contracts@ennisflint.com

Entity: State of California
Contract Number: 1-22-80-03
Contract Title: Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne
Current Expiration Date: March 3, 2025
Contract Start: March 4, 2022
Product Line(s): Waterborne Traffic Paint
Remit Orders To: Ennis-Flint, Inc.

To request a quote or place an order, please contact:

Becky Eller
Contract Administrator
Phone 336-308-3807
Fax (336) 218-6746
reller@ppg.com

For all other inquiries, please contact:

Tony Becker
Regional Sales Manager
Mobile (909) 912-9416
Fax (336) 218-6746
tbecker@ennisflint.com

Contract Item No.	Product Number	Description	Packaging	Unit of Measure	Contract Unit Price
Northern California					
WB-N7	PTWB01WH-55RL	WB WHT CA PTWB-01	55G Drum	55RL	\$ 817.300
WB-N8	PTWB01WH-5P	WB WHT CA PTWB-01	5G Pail	5P	\$ 79.300
WB-N9	PTWB01WH-SRG350	WB WHT CA PTWB-01	345G Tote	SRG35	\$ 5,026.000
WB-N10	PTWB01YLF-55RL	WB YEL CA PTWB-01	55G Drum	55RL	\$ 795.850
WB-N11	PTWB01YLF-5P	WB YEL CA PTWB-01	5G Pail	5P	\$ 77.350
WB-N12	PTWB01YLF-SRG350	WB YEL CA PTWB-01	345G Tote	SRG35	\$ 4,889.500
WB-N13	PTWB01BK-55RL	WB BLK CA PTWB-01	55G Drum	55RL	\$ 755.700
WB-N14	PTWB01BK-5P	WB BLK CA PTWB-01	5G Pail	5P	\$ 73.700
WB-N15	PTWB01BK-SRG350	WB BLK CA PTWB-01	345G Tote	SRG35	\$ 4,644.500
WB-N16	985221-55RL	WB WHT HI BUILD 1952E3 98PA21	55G Drum	55RL	\$ 885.500
WB-N17	985221-5P	WB WHT HI BUILD 1952E3 98PA21	5G Pail	5P	\$ 85.500
WB-N18	985221-SRG350	WB WHT HI BUILD 1952E3 98PA21	345G Tote	SRG35	\$ 5,460.000
WB-N19	985222-55RL	WB YEL HI BUILD 1952E3 98PA30	55G Drum	55RL	\$ 850.850
WB-N20	985222-5P	WB YEL HI BUILD 1952E3 98PA30	5G Pail	5P	\$ 81.850
WB-N21	985222-SRG350	WB YEL HI BUILD 1952E3 98PA30	345G Tote	SRG35	\$ 5,239.500
WB-N22	985223-55RL	WB BLK HI BUILD 1952E3	55G Drum	55RL	\$ 821.700
WB-N23	985223-5P	WB BLK HI BUILD 1952E3	5G Pail	5P	\$ 79.700
WB-N24	985223-SRG350	WB BLK HI BUILD 1952E3	345G Tote	SRG35	\$ 5,054.000
WB-N25	CBU0040	5 Gallon Container	5G Pail	Each	\$ 15.000
WB-N26	CDR0004	55 Gallon Container	55G Drum	Each	\$ 100.000
LT-N28	985351-SRG350	WB WHT WOLVERINE LOW TEMP	345G Tote	SRG35	\$ 5,708.500
LT-N29	985351-55RL	WB WHT WOLVERINE LOW TEMP	55G Drum	55RL	\$ 924.550
LT-N30	985352-SRG350	WB YEL WOLVERINE LOW TEMP	345G Tote	SRG35	\$ 5,537.000
LT-N31	985352-55RL	WB YEL WOLVERINE LOW TEMP	55G Drum	55RL	\$ 842.600
Southern California					

Contract Item No.	Product Number	Description	Packaging	Unit of Measure	Contract Unit Price
WB-S7	PTWB01WH-55RL	WB WHT CA PTWB-01	55G Drum	55RL	\$ 803.000
WB-S8	PTWB01WH-5P	WB WHT CA PTWB-01	5G Pail	5P	\$ 78.000
WB-S9	PTWB01WH-SRG350	WB WHT CA PTWB-01	345G Tote	SRG35	\$ 4,935.000
WB-S10	PTWB01YLF-55RL	WB YEL CA PTWB-01	55G Drum	55RL	\$ 781.550
WB-S11	PTWB01YLF-5P	WB YEL CA PTWB-01	5G Pail	5P	\$ 76.050
WB-S12	PTWB01YLF-SRG350	WB YEL CA PTWB-01	345G Tote	SRG35	\$ 4,798.500
WB-S13	PTWB01BK-55RL	WB BLK CA PTWB-01	55G Drum	55RL	\$ 741.400
WB-S14	PTWB01BK-5P	WB BLK CA PTWB-01	5G Pail	5P	\$ 72.400
WB-S15	PTWB01BK-SRG350	WB BLK CA PTWB-01	345G Tote	SRG35	\$ 4,543.000
WB-S16	985221-55RL	WB WHT HI BUILD 1952E3 98PA21	55G Drum	55RL	\$ 871.200
WB-S17	985221-5P	WB WHT HI BUILD 1952E3 98PA21	5G Pail	5P	\$ 84.200
WB-S18	985221-SRG350	WB WHT HI BUILD 1952E3 98PA21	345G Tote	SRG35	\$ 5,369.000
WB-S19	985222-55RL	WB YEL HI BUILD 1952E3 98PA30	55G Drum	55RL	\$ 836.550
WB-S20	985222-5P	WB YEL HI BUILD 1952E3 98PA30	5G Pail	5P	\$ 81.050
WB-S21	985222-SRG350	WB YEL HI BUILD 1952E3 98PA30	345G Tote	SRG35	\$ 5,148.500
WB-S22	985223-55RL	WB BLK HI BUILD 1952E3	55G Drum	55RL	\$ 807.400
WB-S23	985223-5P	WB BLK HI BUILD 1952E3	5G Pail	5P	\$ 78.400
WB-S24	985223-SRG350	WB BLK HI BUILD 1952E3	345G Tote	SRG35	\$ 4,963.000
WB-S25	CBU0040	5 Gallon Container	5G Pail	Each	\$ 15.000
WB-S26	CDR0004	55 Gallon Container	55G Drum	Each	\$ 100.000
LT-S1	985351-SRG350	WB WHT WOLVERINE LOW TEMP	345G Tote	SRG35	\$ 5,869.500
LT-S2	985351-55RL	WB WHT WOLVERINE LOW TEMP	55G Drum	55RL	\$ 941.600
LT-S3	985352-SRG350	WB YEL WOLVERINE LOW TEMP	345G Tote	SRG35	\$ 5,698.000
LT-S4	985352-55RL	WB YEL WOLVERINE LOW TEMP	55G Drum	55RL	\$ 922.900



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

ISSUE AND EFFECTIVE DATE: 03/04/2022
CONTRACT NUMBER: 1-22-80-03
DESCRIPTION: Thermoplastic Striping Material and
Paint, Rapid Dry Waterborne
CONTRACTOR: Ennis Flint, Inc.
CONTRACT TERM: 3/4/2022 through 3/3/2025
STATE CONTRACT ADMINISTRATOR: Amanda Lewis
(279) 946-7876
Amanda.Lewis@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions \(rev 11/19/2021\)](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (<https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx>)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: 4161 Piedmont Parkway, Greensboro, NC 27410	Fax/Email: Fax: (336) 218-6746 Email: SherryMurr@ppg.com	Contact Information: Ennis Flint, Inc. Sherry Murr Phone: (336) 308-3807 Email: SherryMurr@ppg.com

**Thermoplastic Traffic Striping Material and Paint,
Rapid Dry Waterborne (Mandatory) 1-22-80-03**
Contract User Instructions

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
N/A	Original Contract Posted	3/4/2022

All other terms and conditions remain the same.

**Thermoplastic Traffic Striping Material and Paint,
Rapid Dry Waterborne (Mandatory) 1-22-80-03**
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**Thermoplastic Traffic Striping Material and Paint,
Rapid Dry Waterborne (Mandatory) 1-22-80-03**
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1. SCOPE

The State's contract with Ennis Flint, Inc. (Contractor) provides Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-80-03. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne to the State.

The contract term is for 3 years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.

**Thermoplastic Traffic Striping Material and Paint,
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- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
 - Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**Thermoplastic Traffic Striping Material and Paint,
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4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All available line items and associated pricing is listed on Attachment A, Contract Pricing.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to the following specifications as appropriate:

Attachment B – Product Specification: Paint, Rapid Dry Waterborne Traffic Line, White, Yellow, and Black, Specification Number PTWB-01R2, revised August 2019.

Attachment C – Product Specification: Sprayable Thermoplastic Traffic Striping Material, White and Lead Free Yellow, Specification number PTH-02SPRAY, revised January 2022.

Attachment D – Product Specification: Thermoplastic Traffic Striping Material, Alkyd Resin Binder, White and Lead-Free Yellow Specification number PTH-02ALKYD, revised January 2022.

Federal Specification (Type III), Paint, Traffic and Airfield Marking, Waterborne, revised February 2020. Contractor must obtain this specification directly from

https://www.techstreet.com/standards/fed-tt-p-1952f-notice-1-validation-1?product_id=2106122.

Attachment E – Miscellaneous Requirement for Federal Specification (Type III) TT-P 1952F, revised January 2022.

Attachment F – Authorized Materials List for Low-Temperature Waterborne Traffic Paints, Revised November 2016.

Attachment G – Miscellaneous Requirements for Low-Temperature Waterborne Traffic Paints, revised January 2022.

Attachment H – Bulk Container Specification, dated September 1991.

**Thermoplastic Traffic Striping Material and Paint,
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9. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone and email coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contractor will provide a Contract Manager to act as a contact for all contract-related issues.

Contact	Phone	Email
Sherry Murr	(336) 308-3807	SherryMurr@ppg.com

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Sherry Murr	(336) 308-3807	SherryMurr@ppg.com

10. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), Article 16 entitled "Substitutions".

11. PRICE DECLINES

The Contractor shall immediately notify the State Contract Administrator of all manufacturer's price declines and ordering agencies shall receive full benefit of such declines, effective on the date of manufacturer's public announcement.

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

**Thermoplastic Traffic Striping Material and Paint,
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State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

Thermoplastic Striping: The minimum order shall be twenty (20) tons.

Waterborne Traffic Paint: The minimum order shall be one (1) pallet of four (4) fifty-five (55) gallon drums or five (5) bulk totes.

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Low-Temperature Waterborne Traffic Paint: The minimum order shall be one (1) pallet of four (4) fifty-five (55) gallon drums or five (5) bulk totes.

Single pails may be ordered at the Contractor's discretion. The Contractor may choose to accept orders less than the minimum order at their discretion.

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Ennis Flint, Inc. 4161 Piedmont Parkway Greensboro, NC 27410	Facsimile: (336) 218-6746	Email: SherryMurr@ppg.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within two (2) business days of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

**Thermoplastic Traffic Striping Material and Paint,
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- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

17. DELIVERY SCHEDULES

Delivery for orders placed against the contract resulting from this solicitation shall be in accordance with the following:

A. Locations

Deliveries are to be made statewide to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within forty-five (45) calendar days after receipt of an order (ARO) unless otherwise agreed to by the ordering agency. The forty-five (45) calendar day delivery requirement includes any required sample testing and approval process as noted in the specifications. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

**Thermoplastic Traffic Striping Material and Paint,
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D. Liquidated Damages

For paint that is tested, liquidated damages shall be assessed if complete orders are not delivered within fifteen (15) calendar days from notice of approval from the Caltrans Testing Laboratory.

Unless the delay is authorized in writing by the ordering agency, late delivery charges will be assessed. The Contractor shall pay the ordering agency late delivery charges of \$250.00 per calendar day for each day the complete order is not delivered starting on the sixteenth (16th) business day from notice of approval from the Caltrans Testing Laboratory until such time that the product is delivered or until the date after which the delivery will no longer be accepted, as specified in writing by the ordering agency, whichever occurs first.

In no case, shall the total late delivery charge assessed against the Contractor exceed 50 percent of the total value of the order in question. The ordering agency reserves the right to deduct the total late delivery charges from any amount due or that may become due to the Contractor.

18. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

19. PALLETS

All shipments must comply with Non-IT General Provisions (rev 11/19/2021), Paragraph 12 entitled "Packing and Shipment.").

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

20. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

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21. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. PACKING LABEL

Packing label requirements shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

23. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

24. INSPECTION AND ACCEPTANCE

In accordance with the General Provisions, unless otherwise noted in the ordering agency's SOW, rejection of deliverables must be processed within thirty (30) days of delivery or it shall be deemed as accepted by the State.

25. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Ennis Flint, Inc.
Contact Name:	Amanda Lewis	Sherry Murr
Telephone:	(279) 946-7876	(336) 308-3807
Facsimile:	NA	(336) 218-6746
Email:	Amanda.Lewis@dgs.ca.gov	SherryMurr@ppg.com
Address:	DGS/Procurement Division Attn: AMANDA LEWIS 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Ennis Flint, Inc. Attn: SHERRY MURR 4161 Piedmont Parkway Greensboro, NC 27410

26. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products during the contract term from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State. The State has the option of removing listed line items that fail random

**Thermoplastic Traffic Striping Material and Paint,
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sample compliance review. Notice may be made by phone or email. Failure to submit requested information may be considered a breach of contract and subject the Contractor to Non-IT General Provisions (rev 11/19/2021), paragraph 26 entitled "Rights and Remedies of State for Default".

27. RECALL PROCEDURES

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

28. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

29. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

**Thermoplastic Traffic Striping Material and Paint,
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Contract User Instructions

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 16, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

30. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 37, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

31. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Ennis Flint, Inc.	097534784

**Thermoplastic Traffic Striping Material and Paint,
Rapid Dry Waterborne (Mandatory) 1-22-80-03**
Contract User Instructions

32. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form for the Contractor is attached (Attachment I).

33. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

34. END-OF-LIFE-MANAGEMENT

This contract includes a take-back program. The take-back program requires the Contractor to take back end-of-life products sold under the contract for proper disposal consistent with environmental laws and regulations. Proper disposal may include reusing, recycling, remanufacturing, repurposing, and/or composting. The take-back program shall be offered at no cost to the State and includes all transportation costs, labor, recycling, and waste management. Please see Attachment J – Take Back Program for the take-back program information.

The State and/or local agency shall notify the Contractor when product needs collection. Collection shall occur within thirty (30) calendar days of the agency's notification. The Contractor shall collect paint, totes, barrels, and/or containers from any delivery location.

35. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification Number PTWB-01R2, revised August 2019.
Attachment C – Specification number PTH-02SPRAY, revised January 2022.
Attachment D – Specification number PTH-02ALKYD, revised January 2022.
Attachment E – Miscellaneous Requirement for Federal Specification (Type III) TT-P 1952F, revised January 2022.
Attachment F – Authorized Materials List for Low-Temperature Waterborne Traffic Paints, Revised November 2016.
Attachment G – Miscellaneous Requirements for Low-Temperature Waterborne Traffic Paints, revised January 2022.
Attachment H – Bulk Container Specification, dated September 1991.
Attachment I – Postconsumer Content Certification Workbook
Attachment J – Take Back Program
Attachment K – Caltrans District Boundaries Map

Statewide Contract 1-22-80-03 Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne
Attachment A - Contract Pricing, Northern Ca. Thermoplastic, 3/4/2022

Contractor: Ennis Flint, Inc.

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure	Contract Price
Thermoplastic Traffic Striping Material, Alkyd Resin Binder, White and Lead-Free Yellow (Attachment D, Specification #PTH-02ALKYD)									
TP-N1	White Extruded Alkyd Resin Binder	13101723	885450	Ennis-Flint, Inc.	885450	CA Alkyd Extrude	Ton	1	\$ 1,676.24
TP-N2	White Low Viscosity Alkyd Resin Binder	13101723	885440	Ennis-Flint, Inc.	885440	CA Alkyd Low Visc.	Ton	1	\$ 1,581.49
TP-N3	Lead-Free Yellow Extruded Alkyd Resin Binder	13101723	885452	Ennis-Flint, Inc.	885452	CA Alkyd Extrude	Ton	1	\$ 1,457.88
TP-N4	Lead-Free Yellow Low Viscosity Alkyd Resin Binder	13101723	885451	Ennis-Flint, Inc.	885451	CA Alkyd Spray	Ton	1	\$ 1,507.32
Thermoplastic Traffic Striping Material, Alkyd Resin Binder, White and Lead-Free Yellow (Attachment C, Specification #PTH-02SPRAY)									
TP-N5	Sprayable White Alkyd Resin	13101723	884059	Ennis-Flint, Inc.	884059	CA Alkyd Spray	Ton	1	\$ 1,867.13
TP-N6	Sprayable Lead-Free Yellow Alkyd Resin	13101723	884062	Ennis-Flint, Inc.	884062	CA Alkyd Spray	Ton	1	\$ 1,640.28

End of Sheet

Statewide Contract 1-22-80-03 Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne
Attachment A - Contract Pricing, Northern Ca. Waterborne, 3/4/2022

Contractor: Ennis Flint, Inc.

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure (Gallons)	Contract Price
Paint, Rapid Dry Waterborne Traffic Line, White, Yellow, and Black (Attachment B, Specification #PTWB-01R2)									
WB-N7	Paint, Rapid Dry Waterborne Traffic Line - White	31211502	PTWBO1WH-55RL	Ennis-Flint, Inc.	PTWBO1WH-55RL	WB WHT CA PTWB-01	Drum	55	\$ 792.55
WB-N8	Paint, Rapid Dry Waterborne Traffic Line - White	31211502	PTWBO1WH-5P	Ennis-Flint, Inc.	PTWBO1WH-5P	WB WHT CA PTWB-01	Pail	1	\$ 15.41
WB-N9	Paint, Rapid Dry Waterborne Traffic Line - White	31211502	PTWBO1WH-SRG345	Ennis-Flint, Inc.	PTWBO1WH-SRG34	WB WHT CA PTWB-01	Bulk Tote	350	\$ 4,868.50
WB-N10	Paint, Rapid Dry Waterborne Traffic Line - Yellow	31211502	PTWBO1YLF-55RL	Ennis-Flint, Inc.	PTWBO1YLF-55RL	WB YEL CA PTWB-01	Drum	55	\$ 771.10
WB-N11	Paint, Rapid Dry Waterborne Traffic Line - Yellow	31211502	PTWBO1YLF-5P	Ennis-Flint, Inc.	PTWBO1YLF-5P	WB YEL CA PTWB-02	Pail	1	\$ 15.02
WB-N12	Paint, Rapid Dry Waterborne Traffic Line - Yellow	31211502	PTWBO1YLF-SRG345	Ennis-Flint, Inc.	PTWBO1YLF-SRG34	WB YEL CA PTWB-03	Bulk Tote	350	\$ 4,732.00
WB-N13	Paint, Rapid Dry Waterborne Traffic Line - Black	31211502	PTWBO1BK-55RL	Ennis-Flint, Inc.	PTWBO1BK-55RL	WB BKT CA PTWB-01	Drum	55	\$ 730.95
WB-N14	Paint, Rapid Dry Waterborne Traffic Line - Black	31211502	PTWBO1BK-5P	Ennis-Flint, Inc.	PTWBO1BK-5P	WB BKT CA PTWB-02	Pail	1	\$ 14.29
WB-N15	Paint, Rapid Dry Waterborne Traffic Line - Black	31211502	PTWBO1BK-SRG345	Ennis-Flint, Inc.	PTWBO1BK-SRG34	WB BKT CA PTWB-03	Bulk Tote	350	\$ 4,476.50
Paint, High Build Waterborne Traffic Line (Federal Specification TT-P-1952F (Type III) and Attachment E, Miscellaneous Requirements)									
WB-N16	Paint, High Build Waterborne Traffic Line - White	31211502	985221-55RL	Ennis-Flint, Inc.	985221-55RL	WB WHT HI BUILD 1952E3 98PA21	Drum	55	\$ 860.75
WB-N17	Paint, High Build Waterborne Traffic Line - White	31211502	985221-5P	Ennis-Flint, Inc.	985221-5P	WB WHT HI BUILD 1952E3 98PA21	Pail	1	\$ 16.65
WB-N18	Paint, High Build Waterborne Traffic Line - White	31211502	985221-SRG345	Ennis-Flint, Inc.	985221-SRG345	WB WHT HI BUILD 1952E3 98PA21	Tote	350	\$ 5,302.50
WB-N19	Paint, High Build Waterborne Traffic Line - Yellow	31211502	985222-55RL	Ennis-Flint, Inc.	985222-55RL	WB YEL HI BUILD 1952E3 98PA30	Drum	55	\$ 826.10
WB-N20	Paint, High Build Waterborne Traffic Line - Yellow	31211502	985222-5P	Ennis-Flint, Inc.	985222-5P	WB YEL HI BUILD 1952E3 98PA30	Pail	1	\$ 15.92
WB-N21	Paint, High Build Waterborne Traffic Line - Yellow	31211502	985222-SRG345	Ennis-Flint, Inc.	985222-SRG345	WB YEL HI BUILD 1952E3 98PA30	Tote	350	\$ 5,082.00
WB-N22	Paint, High Build Waterborne Traffic Line - Black	31211502	985223-55RL	Ennis-Flint, Inc.	985223-55RL	WB BLK HI BUILD 1952E3	Drum	55	\$ 796.95
WB-N23	Paint, High Build Waterborne Traffic Line - Black	31211502	985223-5P	Ennis-Flint, Inc.	985223-5P	WB BLK HI BUILD 1952E3	Pail	1	\$ 15.49
WB-N24	Paint, High Build Waterborne Traffic Line - Black	31211502	985223-SRG345	Ennis-Flint, Inc.	985223-SRG345	WB BLK HI BUILD 1952E3	Tote	350	\$ 4,896.50
Containers									
WB-N25	Five (5) Gallon Container	31211502	CBU0040	Ennis-Flint, Inc.	CBU0040	5 Gallon Pail	Each	1	\$ 15.00
WB-N26	Fifty-five (55) Gallon Container	31211502	CDR0004	Ennis-Flint, Inc.	CDR0004	55 Gallon Drum	Each	1	\$ 100.00

End of Sheet

Statewide Contract 1-22-80-03 Thermoplastic Traffic Striping Material and Paint, Rapid Dry Waterborne
Attachment A - Contract Pricing, Northern Ca. Low-Temp., 3/4/2022

Contractor: Ennis Flint, Inc.

Contact Line Item # (CLIN)	Commodity Description	UNSPSC Code (Version 11)	Manufacturer Part Number (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure (Gallons)	Contract Price
Paint, Rapid Dry Waterborne Traffic Line (Attachments F-G, Specifications - Low temperature Waterborne Paint)									
LT-N28	Paint, Rapid Dry Waterborne Traffic Line - White	31211502	985351-SRG345	Ennis-Flint, Inc.	985351-SRG345	WB WHT WOLVERINE LOW TEMP	Bulk Tote	350	\$ 5,551.00
LT-N29	Paint, Rapid Dry Waterborne Traffic Line - White	31211502	985351-55RL	Ennis-Flint, Inc.	985351-55RL	WB WHT WOLVERINE LOW TEMP	Drum	55	\$ 899.80
LT-N30	Paint, Rapid Dry Waterborne Traffic Line - Yellow	31211502	985352-SRG345	Ennis-Flint, Inc.	985352-SRG345	WB YEL WOLVERINE LOW TEMP	Bulk Tote	350	\$ 5,379.50
LT-N31	Paint, Rapid Dry Waterborne Traffic Line - Yellow	31211502	985352-55RL	Ennis-Flint, Inc.	985352-55RL	WB YEL WOLVERINE LOW TEMP	Drum	55	\$ 817.85

End of Sheet

**California Department of Transportation
Specification for
Sprayable Thermoplastic Traffic Striping Material,
White and Lead-Free Yellow**

1.0 SCOPE

This specification covers a hot-melt, retroreflective, thermoplastic traffic marking material that is suitable for producing durable traffic stripes and pavement markings on portland cement concrete or asphalt concrete pavements. This material is heated and applied to road surfaces in a molten state using a mechanical applicator. While still hot, reflectorizing glass beads are applied to the surface of the applied thermoplastic striping material. Upon cooling to normal pavement temperatures this material shall produce durable, adherent, retroreflective traffic stripes and pavement markings that are capable of resisting deformation by traffic.

2.0 APPLICABLE SPECIFICATIONS

The following specifications, test methods and standards in effect on the opening date of the Invitation for Bid form a part of this specification where referenced.

- California Test Methods CT 423 and CT 660 (latest revision).
- California Department of Transportation, Standard Specifications.
- AMS-STD-595A, color 33538.
- U.S. Environmental Protection Agency (EPA), SW-846, Methods 3052 and 6010B.
- American Association of State Highway and Transportation Officials, (AASHTO) Designation: M 247.
- American Society for Testing and Materials, (ASTM) Designations; D 476, D 2794, D 3335, D 3718, D 5380, D 5381, D 6628, E 11, E 28, E 313, E 1621, E 1710, and G 154.
- Commission International de l'Eclairage (C.I.E.) 1931 Chromaticity Diagram.
- California Code of Regulations: Title 22.

3.0 REQUIREMENTS

3.1 Composition:

This specification cancels and supersedes specification #PTH-02SPRAY (March 2009, February 2009, February 2006, October 2002 and October 2017)

The thermoplastic material shall be composed of 100% solids. The binder shall consist of hydrocarbon or alkyd thermoplastic resins which are homogeneously blended together with all necessary prime pigments, fillers, glass beads and additives to produce a traffic striping material that meets the requirements as specified herein. The type of resin binder (alkyd or hydrocarbon) may be specified in the purchase order. All thermoplastic material shall be free from; lead, chromium, cadmium, barium and other toxic metals.

3.1.1 White Material:

White thermoplastic shall contain a minimum of 10% (by weight) titanium dioxide pigment meeting ASTM D476 Type II (Rutile). The titanium dioxide content will be determined using ASTM Designations; D 5380 and E 1621. White thermoplastic must meet the Retroreflectivity requirement when applied with drop-on glass beads.

3.1.2 Lead-Free Yellow Material:

Lead-Free (L/F) yellow thermoplastic shall contain proper amounts of C.I. Pigment Yellow 83 (opaque version) and titanium dioxide (Rutile) to produce a yellow material that has a weather-fast and heat stable yellow color which meets the; Yellow Color, Reflectance, Color Stability (Accelerated Weathering) and Retroreflectivity requirements as stated herein. Other pigments may be added to achieve these color requirements. The L/F yellow thermoplastic material shall appear yellow during both daytime and nighttime conditions when applied with drop-on beads.

3.1.3 Other Ingredients:

The remainder of the thermoplastic composition shall be determined by the manufacturer - within the constraints of the requirements below. It shall be the manufacturer's responsibility to produce a thermoplastic material containing the necessary plasticizers, antioxidants, and other additives so that the thermoplastic will retain its color, viscosity and all other properties as specified herein. In addition to being essentially lead and chromium free, the thermoplastic shall not contain any hazardous materials at levels that would cause the thermoplastic to be classified as a hazardous

waste under Title 22, Division 4, section 66261.20 of the California Code of Regulations.

3.2 Form:

The thermoplastic material shall be supplied in either block or granular form as requested in the purchase order.

3.3 Application Type/Viscosity:

The thermoplastic material shall be suitable for air-atomized spray application at temperatures between 350 F and 400 F. The viscosity of the molten material at these temperatures shall be suitable for applying thermoplastic traffic stripes that are 40 mils thick.

3.4 Characteristics of the Finished Thermoplastic:

Use CT 423 unless otherwise specified.

Section Number	Material	White	L/F Yellow
3.4.1	Glass Bead Content, intermixed, Percent by weight. Glass beads shall meet AASHTO Designation: M 247 Type I, except the glass beads shall not contain more than 200 ppm (total) arsenic, 200 ppm (total) antimony, nor more than 200 ppm (total) lead, when tested according to EPA Methods 3052 and 6010B. Other suitable x-ray fluorescence spectrometry analysis methods may be used to screen samples of glass beads for arsenic, antimony and lead content.	30-35	30-35
3.4.2	Binder Content, percent by weight, minimum	25	25
3.4.3	Inert Fillers, insoluble in hydrochloric acid, percent passing a sieve with openings of 150µm, percent by weight, minimum, ATSM Designation: E-11.	100	100
3.4.4	Titanium Dioxide (Rutile) Pigment meeting ASTM Designation D476 Type II. Analyze titanium dioxide content using	10	---

Section Number	Material	White	L/F Yellow
	ASTM Designation: D 5380 and E 1621 percent by weight, minimum.		
3.4.5	Specific Gravity, maximum.	2.10	2.10
3.4.6	Ring and Ball Softening Point, ATSM Designation: E 28.	90-121°C	90-121°C
3.4.7	Perform the remaining tests on the material after 4 hours heating with stirring at 375°F. This 4-hour period includes time required (~1 hour) for melting and temperature stabilization of the 6 kg sample.		
3.4.7.1	Tensile Bond Strength to an unprimed abrasive blasted Portland cement concrete brick, 60 mils thick film drawn down at 375°F, tested at 25±2°C, MPa, minimum	1.24 MPa	1.24 MPa
3.4.7.2	Brookfield Thermosel Viscosity, Spindle SC4-27, 20 rpm at 191°C, Poise	≤20	≤20
3.4.7.3	Daylight Luminous Reflectance. Use a BYK-Gardner "Color-Guide" spectrophotometer. Follow the manufacturer's instructions to obtain the reflectance or "Y value".	80 min	47-60
3.4.7.4	Yellow Color, shall match AMS-STD-595, color 33538 and shall lie within the following chromaticity limits "colorbox" defined by plotting the following four (x,y) pairs on a C.I.E 1931 Chromaticity diagram; (x1, y1)=(0.5125, 0.4866) (x2, y2)=(0.4450, 0.4300) (x3, y3) = (0.4600, 0.4150) (x4, y4) = (0.5348, 0.4646) Reflectance(Y) shall be between 47 and 60.	---	Pass

Section Number	Material	White	L/F Yellow
	Use a BYK-Gardner "Color-Guide" Spectrophotometer to measure the color. Follow the manufacturer's instructions to obtain the (x, y) chromaticity coordinates.		
3.4.7.5	Yellowness Index, maximum Use a BYK-Gardner "Color-Guide" Spectrophotometer to measure the Yellowness Index of the white thermoplastic using the ASTM Designation: E313 mode.	8	----
3.4.7.6	Color Stability after Accelerated Weathering, ASTM Designation: G 154, Table X2.1, Cycle 1; UVA-340 lamp, 0.89 W/(m ² *nm) typical irradiance, 340 nm approximate wavelength, four hours condensation at 40°C, four hours UV exposure at 60°C. 500 hours total exposure time. Prepare sample by dipping a sheet aluminum panel into the molten thermoplastic and removing it to obtain a 40 to 80 mils coating thickness of thermoplastic on the panel. Place the panel in the weathering apparatus for 500 hrs. After accelerated weathering, measure the Yellow Color or Yellowness Index as in section 3.4.7.4 or 3.4.7.5 above. Material must meet the color stability requirements below after this exposure. White - Yellowness Index, maximum 20 --- Yellow - Measured chromaticity --- Pass coordinates must fall within a "colorbox" defined by plotting the following four (x, y) pairs on a C.I.E. 1931 Chromaticity diagram. See attached Yellow Color graph. (x1, y1) = (0.5125, 0.4866) (x2, y2) = (0.4450, 0.4300) (x3, y3) = (0.4600, 0.4150) (x4, y4) = (0.5348, 0.4646)		
3.4.7.7	Hardness, Type A Needle-type Durometer	20-65	20-60
3.4.7.8	Lead, mg/kg in thermoplastic, maximum, ASTM D3335	20	20

Section Number	Material	White	L/F Yellow
3.4.7.9	Chromium, mg/kg in thermoplastic, maximum, ASTM D3718	5	5
3.4.7.10	Initial retroreflectivity of applied thermoplastic striping (with beads), $\text{mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$, minimum The thermoplastic shall produce delineation and pavement markings that have the required minimum level of retroreflectivity when applied with drop-on beads. Drop-on glass beads shall be uniformly applied at a minimum rate of 4-kg of beads per 10 square meters of thermoplastic. The retroreflectivity shall be measured as specified in ASTM E 1710.	250	125
3.4.7.11	Color after Application The daytime color of the applied white and yellow thermoplastic traffic stripes and pavement markings (with drop-on beads) shall meet the color requirements in section 3.4.7.6 (Color Stability after Accelerated Weathering). The color shall be measured within 60 days of application using a portable BYK-Gardner "Color-Guide" Spectrophotometer (see sections 3.4.7.4 and 3.4.7.5).		

3.5 Manufacturer Quality Assurance Program:

3.5.1 CTB Certificate of Compliance Program:

Follow the Chemical Testing Branch Certificate of Compliance (COC) Program.

3.6 Other Requirements:

3.6.1 Melting and Applicability:

Bags of thermoplastic shall not harden during shipment and storage to the point where the material must be broken-up with tools before loading into the melter. When heated, the thermoplastic material shall completely melt to a homogeneous fluid with satisfactory application qualities and shall be free of debris. The molten thermoplastic material shall be readily applied at temperatures between 350°F and 400°F. Upon application to the pavement, the

thermoplastic material shall be sufficiently tack-free to carry traffic; in not more than 2 minutes when the pavement surface temperature is 60°F, and in not more than 10 minutes when the pavement surface temperature is 130°F.

3.6.2 Workmanship:

The materials' ingredients (resins, pigments, glass beads, fillers and additives) shall be homogeneously blended. The finished product shall be uniform from bag to bag. The melted thermoplastic material shall have no indications of resin separation or incompatibility of resins when melted or after cooling. The material shall be free from all; dirt, water, foreign matter, and other deleterious substances capable of clogging; screens, valves, pumps and other striping apparatus. The thermoplastic material shall be of such composition that it will not bleed, stain, or discolor when applied to pavements.

3.6.3 Shelf Life:

The material shall maintain the requirements of this specification for a minimum period of one (1) year from the date of manufacture. Any materials failing to do so shall be replaced at the expense of the manufacturer. Ordered thermoplastic shall be no more than 120 days old (based on date of manufacture) upon delivery to a Department of Transportation Maintenance facility. The date of manufacture shall be clearly marked on each bag of thermoplastic.

3.6.4 Air Pollution Compliance:

This material shall comply with all applicable air pollution control rules and regulations. The thermoplastic material shall not emit fumes that are toxic or injurious to persons or property when it is heated to application temperature. The material shall not emit excessive smoke during heating or application.

For questions, please contact Caltrans, Division of Engineering Services, Materials and Engineering Testing Services, Chemical Laboratory branch by e-mail sent to <Chemistry.Branch@dot.ca.gov>.

**California Department of Transportation
Specification PTWB-01R2¹ for
Paint, Rapid Dry Waterborne Traffic Line, White, Yellow, and Black**

1.0 SCOPE

This Specification covers a ready-mixed, one-component, waterborne acrylic traffic line paint which can be applied to either asphalt concrete or portland cement concrete pavements.

2.0 SPECIFICATIONS AND STANDARDS

The following Specifications, Test Methods, and Standards in effect on the opening date of the Invitation for Bid form a part of this Specification where referenced.

- American Society for Testing and Materials (ASTM) Designations: D93, D476, D522, D562, D711, D869, D1210, D1475, D1640, D2369, D3168, D3335, D3718, D3723, D3960, D4563, D5380, D6628, D7585, E70, E313, E1710 and G154.
- Federal Specification 595b, Color #33538 and #37038.
- U.S. Environmental Protection Agency (EPA) Method 24
- Code of Federal Regulations, Title 49.
- California Code of Regulations, Title 22, Division 4.
- California Department of Transportation, Test Method No. 660.
- California Department of Transportation, Standard Specifications, latest revision.

3.0 REQUIREMENTS

3.1 General:

This Specification is intended to specify traffic paint that will meet pavement delineation requirements for highway construction and maintenance. This traffic paint is to be used in conjunction with glass spheres to produce pavement delineation that is visible during both day and night conditions.

3.2 Composition:

¹ Note: This Specification cancels and supersedes; PTWB-01R2(November 2016), #PTWB-01R2 (March 2010), #PTWB-01R1 (October, 2009), #PTWB-01 (February, 2006), #PTWB-01 (Dec, 2003), #PTWB-01 (September, 2002), #PTWB-01 (September, 2001), #8010-20B (January, 2000), #8010-20A (February, 1997) and #8010-20 (March, 1996)

3.2.1 Acrylic Polymer Emulsion:

The paint binder shall consist of one of the commercial acrylic or styrene/acrylic polymer emulsions described below;

- Dow Chemical, Fastrack HD-21A
- Dow Chemical, Fastrack 3427
- Dow Chemical Fastrack 5408
- Arkema Coating Resins, Encor DT-400
- Arkema Coating Resins, Encor DT-250

3.2.2 Prime Pigments:

White paint:

The white paint shall contain a minimum of 1 lb per gallon of titanium dioxide pigment meeting ASTM Designation: D476 Type II (Rutile). The titanium dioxide content will be determined using ASTM Designations: D 4563 and D 5380.

Yellow paint:

The yellow paint shall be pigmented with Pigment Yellow C.I. #65 and/or Pigment Yellow C.I. #75. Other pigments may be added to meet the yellow color and opacity requirements in sections; 3.3.19 and 3.3.16, respectively. However, the paint shall not contain lead or chromium at levels above the limits set in sections; 3.3.23 and 3.3.24.

3.2.3 The remainder of the paint composition shall be determined by the manufacturer - within the constraints of the requirements below. It shall be the manufacturer's responsibility to produce a pigmented waterborne traffic paint containing the necessary; co-solvents, dispersants, preservatives, wetting agents and all other additives - so that the paint will retain its viscosity, stability and all other properties as specified herein. No glass beads or sand shall be permitted in the paint formulations. In addition to being essentially lead and chromium free, the paint shall not contain any hazardous materials at levels that would cause the paint (when dry) to be classified as a hazardous waste under Title 22, Division 4, section 66261.20 of the California Code of Regulations.

3.3 Characteristics of the Finished Paint:

3.3.1 Condition in the Container

The paint, as received, shall show no evidence of; biological growth, corrosion of the container, livering or hard settling. The paint shall be returned to a smooth and homogeneous consistency, which is free from; gel structures, persistent foam or air bubbles - using only hand mixing.

Section Number	Material	White	Yellow	Black
3.3.2	Degree of Settling, minimum, ASTM Designation: D869	7	7	7
A 1 pint paint can is filled with a well mixed sample. The can is capped and allowed to set undisturbed at standard ² conditions for 14 days. The settling is then determined as specified in ASTM Designation: D869. The 1-quart laboratory samples of each batch, as received, shall also pass this test.				
3.3.3	Nonvolatile Content, weight %, ASTM Designation: D3723	77 ±2.0	76 ±2.0	76 ±2.0
3.3.4	Pigment Content, weight %, ASTM Designation: D3723	60 ±2.0	58 ±2.0	58 ±2.0
3.3.5	% Nonvolatile in Vehicle (%NVV), weight %, minimum	42	42	42
Calculated as;				
$\% \text{ NVV} = \frac{\% \text{ Nonvolatile Content} - \% \text{ Pigment}}{100 - \% \text{ Pigment}} \times 100$				
3.3.6	Density, g/ml at 25°C ASTM Designation: D1475	1.68 ±0.04	1.63 ±0.04	1.62 ±0.04
3.3.7	Consistency, K.U. at 25 ±1°C ASTM Designation: D562	78-92	78-92	78-90

² Standard conditions are defined here as: 23±2°C and 50±5% relative humidity.

Section Number	Material	White	Yellow	Black
3.3.8	Fineness of Dispersion, Hegman, minimum, ASTM Designation: D1210	3.0	3.0	3.0
3.3.9	Dry to No Pick-Up Time, without beads, minutes, maximum, ASTM Designation: D711	10	10	10
3.3.10	Dry Through, minutes, maximum	20	20	20
	This test may be performed on the same draw down sample as in section 3.3.9. The test is the same as outlined in ASTM Designation: D1640 except that the lightest thumb pressure possible should be used. The thumb is rotated through an angle of 90 degrees while lightly in contact with the film. The drying time at which this rotation does not break the film is recorded.			
3.3.11	Dry Through, at 90% relative humidity, minutes, maximum	180	180	-
	Draw down the paint on a glass panel to a wet film thickness of 13 mil. Immediately place the panel in a humidity chamber maintained at 23+2°C and 90+5% relative humidity. Test in accordance with ASTM Designation: D1640 except that the pressure exerted shall be the minimum needed to maintain contact between the thumb and the paint film. Check the film for a dry through condition at 15 minute intervals. The thumb is rotated through an angle of 90 degrees while lightly in contact with the film. The drying time at which this rotation does not break the film is recorded. Quickly return the glass panel to the humidity chamber after each check.			
3.3.12	Volatile Organic Compounds (VOC), grams per liter of paint, excluding water, maximum	100	100	100
	Use U.S. EPA Method 24 or other approved method in effect at the time of paint manufacture to determine the			

Section Number	Material	White	Yellow	Black
	VOC level and water content of the paint.			
3.3.13	Flashpoint, °C, minimum, ASTM Designation: D93 Method A	38	38	38
3.3.14	Flexibility, ASTM Designation: D522 Method B Use 4 x6 inch tin-plated steel panels 10 mils thick. Prepare the panel by lightly buffing one side with Grade 0 (medium-fine) steel wool, followed by cleaning with toluene and drying. Draw down the paint on the buffed side of the panel to a wet film thickness of 5 mils. Air dry the panel for 24 hours at standard conditions, then bake for 5 hours at 105+2°C and finally condition the panel for 30 minutes at standard conditions. Bend the panel 180° over a ½ inch mandrel in 1 second, then examine under a magnification of 10 times. The paint film shall not; crack, chip or flake when the panel is bent around the mandrel.	Pass	Pass	Pass
3.3.15	Appearance Draw down a 13 mil thick wet film of the paint on a glass plate and allow to dry for 24 hours at standard conditions. The paint shall produce a film which is smooth, uniform, and free from; grit, undispersed particles, craters, pinholes and cracking.	Pass	Pass	Pass
3.3.16	Dry Opacity, minimum On a black-white Leneta chart, Form 2C-Opacity, draw down a uniform 5 mil thick wet film of paint covering both the black and white portions of the chart. Measure the wet film thickness with an appropriate gauge. Dry for 24 hours at standard conditions. Use a BYK-Gardner "Color-Guide" Spectrophotometer to measure the opacity according to the manufacturer's instructions. Calibrate the spectrophotometer according to the manufacturer's instructions using; 2° Observer/Illuminant "C" measurement conditions, and the (Y, x, y) color system.	0.93	0.89	1.0
3.3.17	Yellowness Index, maximum	8	-	-

Section Number	Material	White	Yellow	Black
	Draw down a 13 mil thick wet film of the white paint on two 3x6 inch chromate treated aluminum panels (i.e.: Q Panel Co., type AL). Dry for 24 hours at standard conditions. Save one panel for the Accelerated Weathering test (section 3.3.21). Using a BYK-Gardner "Color-Guide" Spectrophotometer, follow the manufacturer's instructions (see section 3.3.16), and measure the Yellowness Index of the white paint film using the ASTM Designation: E313 mode.			
3.3.18	Daytime Luminance Factor	≥87	47-60	≤4
	Using the draw down panels prepared in sections 3.3.17 or 3.3.19, measure the reflectance of the white and yellow paint films using the BYK-Gardner "Color-Guide" Spectrophotometer. Follow the manufacturer's instructions to obtain the Reflectance or "Y" value (see section 3.3.19).			
3.3.19	Yellow Color			
	Draw down the yellow paint on two chromate treated aluminum panels as described in section 3.3.17. One panel should be used for the Accelerated Weathering test (section 3.3.21). Retain the other yellow panel as a control and for the Reflectance test (section 3.3.18). The yellow color shall match Federal Standard 595b, color #33538 and shall lie within the "box" formed by the chromaticity coordinate limits as defined below, when tested according to California Test 660 and plotted on a C.I.E. (1931) Chromaticity Diagram. A BYK-Gardner "Color-Guide" spectrophotometer, that has been set up as described below, can also be used to measure the chromaticity coordinates. The measured yellow color shall lie within the "box" formed by the chromaticity coordinate limits - both before and after the Accelerated Weathering test (see section 3.3.21). A graph for plotting the chromaticity coordinates is available from the Transportation Laboratory. Color System: C.I.E. (1931) Chromaticity Diagram, (Y, x, y) Measurement conditions: 2° Observer / Illuminant "C"			

Section Number	Material	White	Yellow	Black
	Hue: 580 to 583.5 nm Minimum color saturation: $x=0.7000-0.5000y$ Brightness: $Y=47$ to 60 The yellow color coordinates shall lie within a "box" defined by plotting the following four (x,y) pairs on the C.I.E. Chromaticity Diagram (1931). (x1,y1) = (0.5125, 0.4866) (x2,y2) = (0.4450, 0.4300) (x3,y3) = (0.4600, 0.4150) (x4,y4) = (0.5348, 0.4646)			
3.3.20	Black Color Draw down the black paint on a chromate treated aluminum panel as described in section 3.3.17. After drying for 24 hours at standard conditions the color shall closely match Federal Standard 595b, color #37038. The black paint must also meet the Daytime Luminance Factor requirement in section 3.3.18.			
3.3.21	Accelerated Weathering Test Ultraviolet Light and Condensate Exposure, 300 hours total, ASTM Designation: G154. Prepare samples of the white and yellow paints as described in sections 3.3.17 and 3.3.19. Alternating exposure conditions are to align with Table X2.1, Cycle 1; UVA-340 lamp, 0.89 W/(m²*nm) typical irradiance, 340 nm approximate wavelength, four hour condensation at 40°C, four hours UV exposure at 60°C. After 300 hours total exposure the paint samples shall meet the requirements below. White - Yellowness Index after weathering, maximum, 12 (see section 3.3.17) Yellow - Must pass Yellow Color test after weathering (see section 3.3.19)			

Section Number	Material	White	Yellow	Black
3.3.22	Lead, mg/kg in dried paint, maximum, ASTM Designation: D3335	20	20	20
3.3.23	Chromium, mg/kg in dried paint, maximum, ASTM Designation: D3718	5	5	5
3.3.24	Thick Application Cracking Resistance	Pass	Pass	Pass
	On a black-white Leneta chart, Form 2C-Opacity, draw down a stripe of the paint 3 inches wide and at least 6 inches long and having a 60±5 mil wet film thickness. Allow the paint to dry for 48 hrs. at standard conditions on a horizontal surface. After 48 hrs. the paint film shall not exhibit any cracks.			
3.3.25	Accelerated Package Stability	Pass	Pass	Pass
	Fill a clean 1 pint resin-lined, friction-top paint can with a well-stirred sample. Measure the initial Consistency as in section 3.3.7. Close the can tightly. Store this can in an oven at a temperature of 52°C for 14 days. After 14 days remove the can from the oven and allow the can to cool overnight. Determine the Consistency of the paint as in section 3.3.7, except allow hand stirring of the sample for 5 minutes to ensure uniform redistribution of any settlement before testing. The Consistency of the paint shall not change more than 7 K.U. after this heated storage period – when compared to the initial Consistency. Draw down a 13 mil thick wet film of this sample on a glass plate and examine for Appearance as in 3.3.15.			
3.3.26	Infrared Spectra of Nonvolatile Vehicle, allowable variation from laboratory reference spectra, ASTM Designation: D3168	None	None	None
3.3.27	pH, ASTM Designation: E70	10	10	10
		±1.0	±1.0	±1.0

Section Number	Material	White	Yellow	Black
3.3.28	Initial Retroreflectivity of Applied Paint (with beads), $\text{mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$, minimum	250	175	-
	The paint shall produce delineation that has the minimum required level of retroreflectivity when applied to pavement (with drop-on beads) according to the manufacturer's recommendations. Drop-on glass beads shall be uniformly applied at a minimum rate of 5-lb per gallon of paint. The retroreflectivity shall be measured as specified in ASTM Designation: D7585 using a retroreflectometer meeting ASTM Designation: E1710.			
3.3.29	Color after Application			
	The color of the applied white and yellow stripes and markings (with beads) shall conform to the daytime and nighttime color requirements in ASTM Designation: D 6628.			

3.4 Workmanship, Settling and Shelf-Life:

- 3.4.1 The paint shall be free from dried paint skins and foreign materials such as; dirt, sand, fibers, or other materials capable of clogging; screens, valves, pumps, or other equipment used in paint striping apparatus.
- 3.4.2 The paint pigment shall be well ground and properly dispersed in the vehicle. The pigment shall not cake or thicken in the container and shall not become granular or curdled. Any settlement of the pigment in the paint shall result in a thoroughly wetted soft mass that permits the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with a minimum of resistance to the sidewise manual motion of the paddle across the bottom of the container. This stirring shall return the paint to a smooth uniform product of the proper consistency. If the paint cannot be easily redispersed, due to excessive pigment settlement or any other cause, then the paint shall be considered unfit for use.
- 3.4.3 The paint shall retain all specified properties under normal storage conditions for 8 months after acceptance and

delivery. Ordered paint shall be no more than 90 days old (based on date of manufacture) upon delivery to a Department of Transportation Maintenance facility. The date of manufacture shall be clearly marked on each container. The vendor shall be responsible for all costs and transportation charges incurred in replacing paint that is unfit for use. The characteristics of any replacement paint, as specified in section 3.3, shall remain satisfactory for 8 months from the date of acceptance and delivery.

4.0 QUALITY ASSURANCE PROVISIONS

4.1 Sampling and Testing:

A one-quart representative sample of each batch of traffic paint intended for use by the Department of Transportation must be sent to the Transportation Laboratory for testing and approval **before** the batch is shipped. The address of the Transportation Laboratory is listed in section 6.4. A batch shall be that amount of paint which was manufactured and packaged in a single operation. The Department of Transportation reserves the right to take random samples of batches of paint destined for use by the Department, at the manufacturer's facility. If requested by the Inspector, batch tickets must also be provided for batches of paint produced for the Department.

A manufacturer's test report shall be included with the one-quart sample of each batch sent to the Transportation Laboratory. The following information shall be included in the manufacturer's test report:

- State Specification number (#PTWB-01R2 (November, 2016)).
- Batch number, batch volume, color, date of manufacture.
- Dry to No Pick-Up time (section 3.3.9).
- Dry Opacity (section 3.3.16).
- Yellowness Index (of white only, see section 3.3.17).
- Reflectance (section 3.3.18).
- Yellow Color (of yellow only, see section 3.3.19).
- Consistency (section 3.3.7).
- Nonvolatile Content, Weight Percent (section 3.3.3).
- Pigment, Weight Percent (section 3.3.4).
- Density (section 3.3.6).

Once the Transportation Laboratory approves a batch of paint, the manufacturer will be notified that the batch is approved for shipment. Upon shipment of the approved batch of paint, the manufacturer shall fax the following information to the Transportation Laboratory within 48 hours.

- A list of each delivery location.
- Name and phone number of contact person(s) at the delivery location(s).
- State Specification number (#PTWB-01R2 (November, 2016)).
- Colors, batch numbers and quantity of each batch of paint delivered.

This information shall be faxed to: Transportation Laboratory, Chemical Testing Section, 5900 Folsom Blvd., Sacramento, CA 95819-0128, attn.: Lisa Watson, Fax (916) 227-7168.

The Department of Transportation reserves the right to retest any batch of traffic paint after delivery. Data from such retesting shall prevail over all other tests and will be the basis of rejection. Material not meeting the specification shall be removed and replaced by the supplier at their expense, including all costs for handling, retesting and shipping.

5.0 PREPARATION FOR DELIVERY

5.1 Packaging:

All manufactured paint shall be prepared at the factory ready for application. The finished paint shall be furnished in the container size specified in the purchase order or contract.

- When 19 liter (5-gal.) containers are specified, they shall be round and have standard full open head and bail.
- If 208 liter (55-gal.) steel drums are specified, they must have removable lids and airtight band fasteners.
- When 946 liter (250-gal.) bulk containers are specified, they shall be an industry standard type bulk paint container.
- When 1325 liter (350-gal.) bulk containers are required by the purchase order or contract, the paint shall be delivered in a container (tote) meeting the following requirements.

1. Tank volumes are estimated and so specified in each of three (3) Bulk Container drawings dated 09-04-91. Vendor shall allow a 19 liter headspace for expansion of the paint.
2. Maximum size in regards to width, depth and height shall be in accordance with one of the three drawings dated 09-04-91.
3. Top openings; 46 cm diameter manhole and 15 cm diameter fill cap/viewport.
4. Bottom outlet; 5 cm I.D. full flow non-restrictive valve with outlet guard.
5. Outlet to have 'Ever-Tite' or compatible quick coupler.
6. Fabricated from 304 stainless steel.
7. Capable of being stacked two (2) high when full.
8. Capable of being lifted by crane (lifting eye) and forklift when full.
9. Top of tank shall be equipped with one (1) vacuum relief valve and one (1) pressure relief valve.
10. Top opening and outlet shall provide for easy installation of liner.
11. Proper certification by the California Highway Patrol that the container complies with all applicable laws, rules, and regulations.

All shipping containers must comply with Code of Federal Regulations, Title 49 and all other applicable Federal and State Regulations governing their use. The containers and lids must be lined with a suitable coating so as to prevent attack by the paint or by agents in the airspace above the paint. The lining must not come off the container or lid as skins. Lids with bungholes shall not be used.

Containers shall be colored white, including lids, and have an identifying band of the appropriate color around and within the top one-third of the container. Stainless steel containers (totes) do not need to be painted white.

All containers shall be properly sealed with suitable gaskets and shall show no evidence of leakage and shall remain in satisfactory condition for a period of 12 months after delivery. The vendor shall be held responsible for replacing containers unfit for use and will be responsible for all costs and transportation charges incurred in replacing paint and containers.

All containers shall be palletized and banded for shipment.

5.2 Marking:

All containers of paint shall be labeled showing the State Specification number (PTWB-01R2), manufacturer's name, date of manufacture, color and manufacturers batch number. Containers shall be clearly labeled "Waterborne Traffic Paint".

All containers of the paint shall be labeled to indicate that the contents fully comply with all rules and regulations concerning air pollution control in the State of California.

The manufacturer of the paint shall be responsible for proper shipping labels with reference to whether the contents are; toxic, corrosive, flammable, etc., as outlined in the Code of Federal Regulations, Title 49.

The Contractor shall list on the Demountable Weight Tags the kilograms per liter and pounds per gallon each for the white, yellow and black paints.

6.0 NOTES

6.1 Certification of Compliance:

The manufacturer shall furnish a Certificate of Compliance with each batch of paint, in accordance with the provisions of Section 6-2.03C of the Department of Transportation's Standard Specifications, 2015. This Certificate must state that the particular batch of paint complies with State Specification #PTWB-01R2 (November, 2016).

6.2 Safety Data Sheets:

The manufacturer shall furnish SDS product information sheets whenever paint is delivered to a Department of Transportation facility.

6.3 Air Pollution Compliance:

The paint shall comply with all air pollution control rules and regulations within the State of California in effect at the time the paint is manufactured.

6.4 Contact Information:

Please send batch samples to the Transportation Laboratory for testing at the address below.

California Department of Transportation
Transportation Laboratory – Chemistry Section
5900 Folsom Blvd.
Sacramento, CA 95819
Attention: Lisa Watson, phone: (916) 227-7291

California Dept. of Transportation
Specification #PTWB-01R2 (August 2019)
File: SpecPTWB-01R2(Aug 2019).doc



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Final Map, Subdivision Agreement and acceptance of Easements for Tract No. 928, Unit No. IV (Fargo Avenue, Centennial Drive & Sangiovese Street)

RECOMMENDATION:

1. That the City Council, by motion, approve the Final Map and Subdivision Agreement for Tract No. 928, Unit No. 4, and accept all easements and dedications offered for public use on said map.
2. Accept the Landscape Assessment District (LAD) Engineer's Report, and approve Resolution #22-24-R to restructure LAD #21-01.

BACKGROUND:

The final subdivision map for Tract No. 928, Unit No. 4, a 54-lot subdivision located as shown on the attached map, has been checked and approved by staff. The developers of Tract No. 928, Unit No. 4, are Presidio JJR Bella Vista II 150, A Delaware Limited Liability Company, and Presidio JJR Bonterra II 160, A Delaware Limited Liability Company. All required fees have been paid, and proper improvement security for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Engineering Department and signed by the developer.

The tract conditions of approval require the lots of the subdivision to be included within LAD #21-01, for purposes of funding maintenance of neighborhood park improvements and landscape, irrigation, and decorative block wall improvements along Fargo Avenue, Centennial Drive and Sangiovese Street. LAD Restructure No. 21-01-C encompasses Units I through IV of Tentative Tract No. 928, was approved by the City Council on May 4, 2021, with the adoption of City Council Resolution No. 21-16-R. Proposed LAD Restructure No. 22-24-R will combine an additional 54 new subdivision lots of Tract 928 Unit IV with 187 existing lots already included in the District, resulting in a total of 242 lots within the District. The restructuring of LAD 21-01 to include Unit IV of Tract No. 928 will not result in an increase of landscape assessments to existing homeowners within the District.

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer's expense.
No impact to the budget will result from approval of the Resolution to restructure Landscape Assessment District No. 21-01.

ATTACHMENTS:

1. Tract 928-4 SDA
2. Tract 928-4 Final Map
3. Tract 928-4 LAD Legal Descriptions
4. Tract 928-4 LAD Engineer Report
5. TR 928-4 Resolution 22-24-R

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 928 Unit IV

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between PRESIDIO JJR BONTERRA II 160, LLC & PRESIDIO JJR BELLA VISTA II 150, LLC, ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 928 Unit IV ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 928 Unit IV, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability

a. SUBDIVIDER, at SUBDIVIDER's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER.

SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made."

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City.

c. The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The

coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified, except with fifteen (15) days prior written notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

SUBDIVIDER shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBDIVIDER's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

d. SUBDIVIDER hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

e. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of

whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act (“OSHA”). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers’ Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time

thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVEMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless

otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of

receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

18th day of MAY, 2023.

SUBDIVIDER:

Presidio JJR Bonterra II 160, LLC & Presidio JJR
Bella Vista II 150, LLC

By: _____

Joseph A. Leal, President

CITY OF HANFORD APPROVAL:

By: _____

Lisa Dock, P.E.
City Engineer, City of Hanford

ATTEST:

By: _____

Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$215,005.00

Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$59,860.00

Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$365,826.00

Curb and Gutter and Other Concrete Construction

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$583,201.00

Street Surfacing

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$645,697.00

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$82,500.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$ 0.00**

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$448,520.00**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$ 3,200.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$99,000.00**

Earthwork Improvements

- Excavation & Compaction **\$159,512.00**
- Subgrade Compaction & Fine Grade **\$40,955.00**
- Final Lot Grading **\$ 33,626.00**

- Total Improvements subject to Plan Review & Insp. Fees **\$2,736,902.00**
- Total Improvements with 10% Contingency **\$3,010,592.20**
- Total Improvements with 20% Prevailing Wage **\$3,612,710.64**

Private Utilities

- Applicant Install Utilities Onsite Construct with 10% Contingency and 20% Prevailing Wage **\$281,657.31**

Total Estimated Improvement Cost (To be bonded with Final Map) **\$3,894,367.95**

SECURITY REQUIREMENTS

Performance	<u>\$3,894,367.95</u>
Labor and Materials	<u>\$1,947,183.98</u>
Warranty (Minimum 12-mo. from N.O.C.)	<u>\$ 389,436.80</u>

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 82,812.36

Total City Engineering Review and Inspection Fee obligation	\$ 82,812.36
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 82,812.36</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

Sewer Benefit District, Acct. #161-2161-5494 (0.00 Ac @ \$0.00/Ac)	<u>\$ 0.00</u>
Street Sign Fee, Acct. #001-2010-4937 (6 @ \$200.00 Ea.) (Per intersection cost for sign blades furnished by City.)	<u>\$ 1,200.00</u>
Final Map Review Fee, Acct. #001-2010-4937 (Additional fees to be determined at completion of final map review.)	<u>\$ 950.00</u>
Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	<u>\$ 82,812.36</u>
Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A) (Onsite drainage Basin provided, no impact to existing City drainage facilities)	<u>\$ 0.00</u>
Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	<u>\$ 1,829.09</u>

SUBTOTAL	<u>\$ 86,791.45</u>
PAID	<u>\$ 0.00</u>
BALANCE DUE:	<u>\$ 86,791.45</u>

COUNTY TRACT No. 928
UNIT IV
CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF SIX SHEETS WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JIM ROBINSON OF SAN JOAQUIN VALLEY HOMES IN THE MONTHS OF MAY 2022 THROUGH OCTOBER 2022 . I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS DAY OF , 20 .

JOHN A. ZUMWALT, R.C.E. 21489

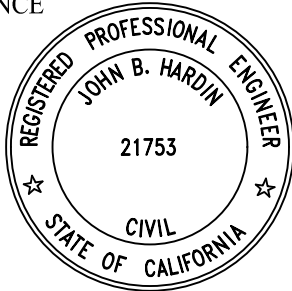


ACTING CITY SURVEYOR

I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS DAY OF , 20 .

JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

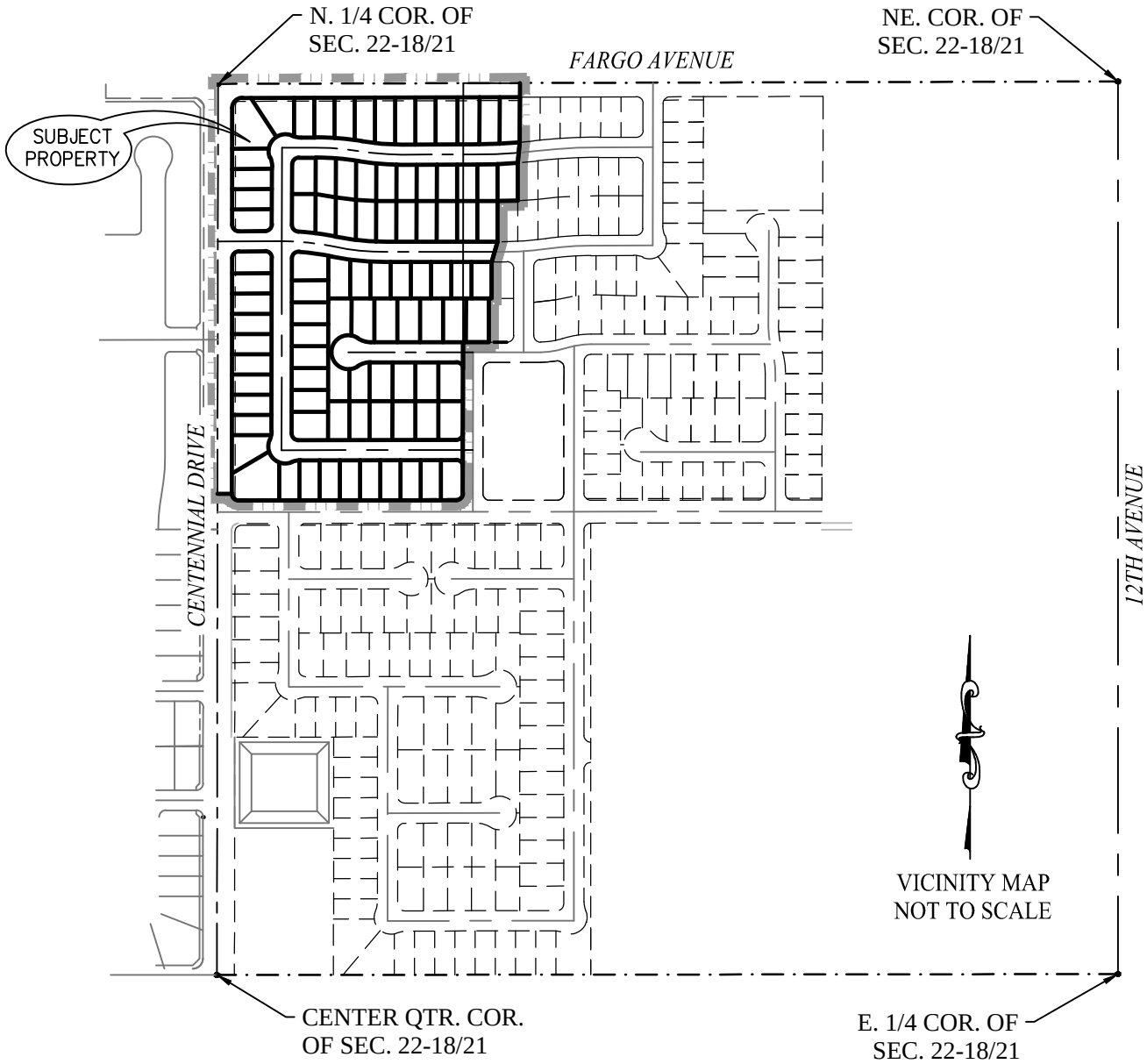


CITY ENGINEER'S STATEMENT

I, LISA DOCK, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS DAY OF , 20 .

LISA DOCK, CITY ENGINEER R.C.E. 68224



Per section 66436 (a)(3)(B) of the Government code, signatures were omitted for an easement for an irrigation pipeline recorded in Book 1167 at Page 155 of Official Records in the office of the Kings County Recorder. The pipeline referred to in the document no longer exists which would have benefited a property which no longer uses ditch water. The former location of the pipeline cannot be determined.

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: _____

JAMES P. ERB, CPA; DIRECTOR OF FINANCE

BY: _____

NOTICE OF ABANDONMENT

AN EXISTING EASEMENT TO THE CITY OF HANFORD PER DOCUMENT RECORDED ON JUNE 22, 2022, AS DOCUMENT # 2211925 OF OFFICIAL RECORDS IN THE OFFICE OF THE KINGS COUNTY RECORDER'S OFFICE WAS OMITTED FROM THIS MAP AND THEREFORE ABANDONED PER PROVISIONS OF SECTION 66434(g) OF THE GOVERNMENT CODE

CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE , DAY OF , 20 , AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS, EASEMENTS, AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS DAY OF , 20 .

NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD , 20 .
DATED THIS DAY OF , 20 .

JASON WATERS, COMMUNITY DEVELOPMENT DIRECTOR

RECORDER'S CERTIFICATE

FEE BOOK NO. FEE PAID
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS DAY OF , 20 , AT MINUTES PAST O'CLOCK IN VOLUME OF LICENSED SURVEYORS' PLATS, AT PAGE , KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____
DEPUTY

COUNTY TRACT No. 928
UNIT IV
CITY OF HANFORD, COUNTY OF KINGS
STATE OF CALIFORNIA

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS. WE ALSO DEDICATE THOSE EASEMENTS SHOWN HEREON FOR PUBLIC UTILITIES, LANDSCAPE AND SIDEWALKS.

PRESIDIO JJR BELLA VISTA II 150, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
JJR MANAGEMENT SERVICES, INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

PRESIDIO JJR BONTERRA II 160, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FEE TITLE OWNERS

BY: _____
JJR MANAGEMENT SERVICES, INC. A CALIFORNIA CORPORATION, ITS OPERATING MANAGER
JOSEPH A. LEAL, PRESIDENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

(PRINT NAME) _____

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

PRINCIPAL OFFICE IN COUNTY OF _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

(PRINT NAME) _____

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

PRINCIPAL OFFICE IN COUNTY OF _____

N-1/4 COR. OF SEC. 22-18/21
FD. 2" GALV. I.P. WITH BRASS
CAP STAMPED R.C.E. 21489 IN A
MONUMENT WELL, FLUSH IN
PAVEMENT

BASIS OF BEARINGS
(N89° 50' 39"E 2671.87') [S89° 50' 51"W 2672.01']
N89° 50' 39"E 2671.75'

NE COR. OF SEC. 22-18/21
FD. 2" BRASS CAP IN CONCRETE,
DOWN 1" STAMPED L.S. 4375,
PER K.C.C.R. #3207

COUNTY TRACT No. 928 UNIT IV

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

LEGAL DESCRIPTION

DESIGNATED REMAINDER PARCEL, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA,
ACCORDING TO THE MAP RECORDED DECEMBER 9, 2021 IN BOOK 21, PAGE 35 OF PARCEL MAPS IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE DESIGNATED REMAINDER PARCEL, IN
THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED
JUNE 22, 2022 IN VOLUME 27, PAGE 07 OF LICENSED SURVEYOR PLATS IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.
CONTAINING 22.84 ACRES +/-

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M.,
BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS OF LOTS 188-198 & LOTS 264-280 ADJACENT TO CENTENNIAL DRIVE
AND FARGO AVENUE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG
MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR)
FROM THE SIDE OR REAR CORNER. THE REAR LOT CORNERS OF LOTS 198-207 ADJACENT TO
SANGIOVESE ARE OF THE SAME CHARACTER BUT ONLY 9' (PERPENDICULAR) FROM THE REAR
CORNER.

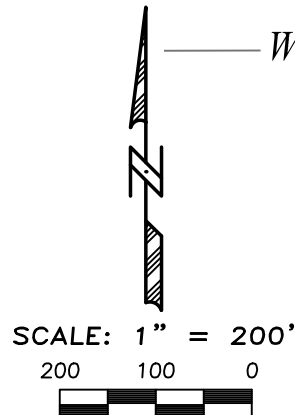
SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON
THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED
"CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
 - FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
 - ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
 - SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
 - △ SET 2"x24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL SET FLUSH IN PAVEMENT
 - LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
 - INDICATES 6' PUBLIC UTILITY EASEMENT, EXCEPT AS NOTED
 - △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
 - () RECORD DATA PER L.S.P. 21-53, K.C.R.
 - { } RECORD DATA PER DEED BK. 1149, PG 495, O.R.
 - [] RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
 - [] RECORD DATA PER L.S.P. 26-88 K.C.R.
 - (()) RECORD DATA PER L.S.P. 26-19, K.C.R.
 - (1234) INDICATES STREET ADDRESSES
 - ACCESS DENIED TO CENTENNIAL DR., W. SANGIOVESE ST. AND FARGO AVE.
 - DISTINCTIVE BORDER
 - 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	{176.19'}	N0° 04' 24"E	L7	{108.00'}	N0° 04' 24"E
L2	{61.05'}	N5° 47' 48"E	L8	{8.00'}	N89° 56' 31"E
L3	{112.40'}	N0° 04' 24"E	L9	{130.00'}	N0° 04' 24"E
L4	{60.01'}	N89° 10' 04"E	L10	{77.00'}	N89° 56' 31"E
L5	{120.93'}	N0° 04' 24"E			
L6	{62.40'}	N15° 53' 04"E			



KEY
NOT TO SCALE

SEE
PAGE
4

SEE
PAGE
5

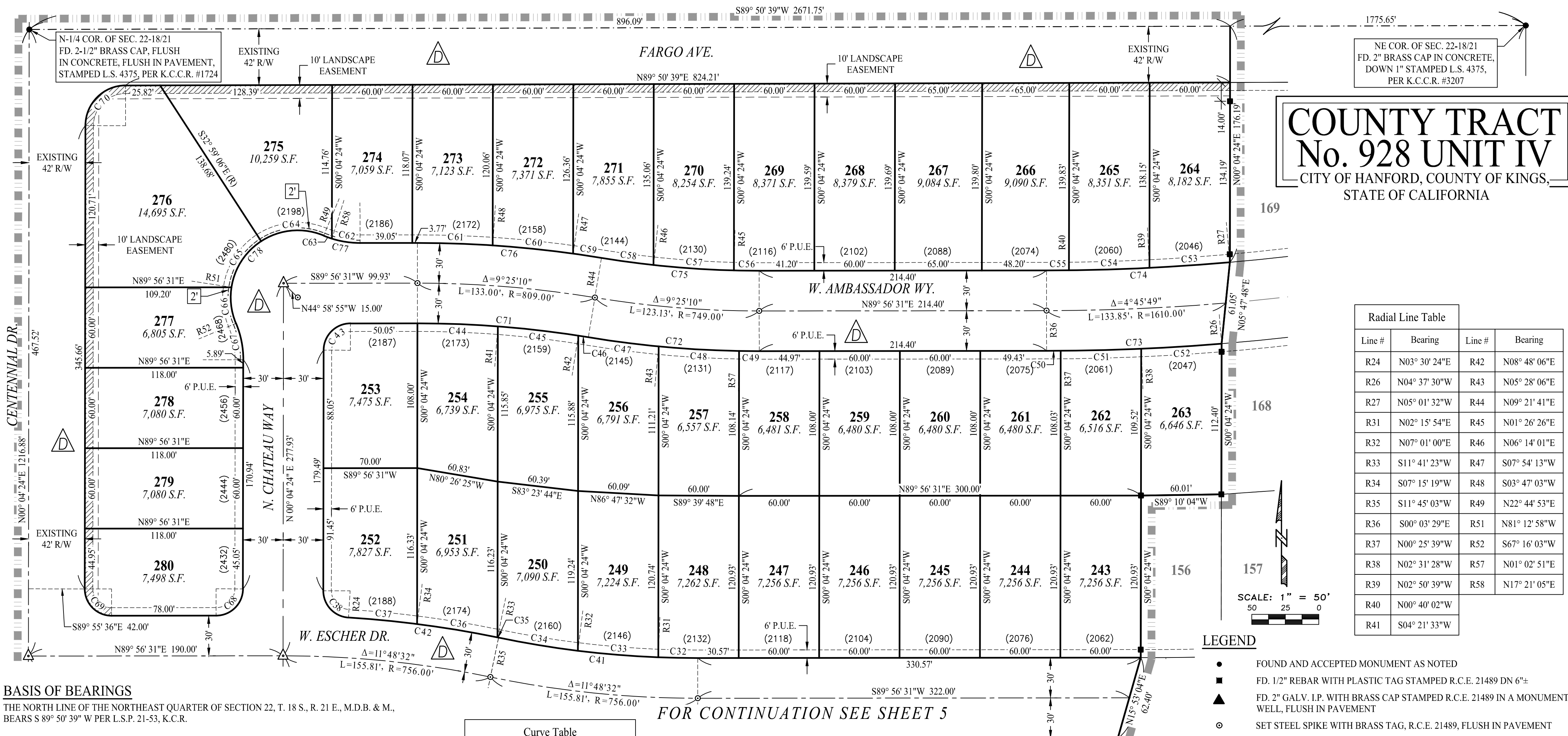
SEE
PAGE
6

[N0° 0' 09"E 2649.61']
[S00° 00' 04"E 2649.70']
S00° 00' 03"E 2649.62'

12TH AVENUE

ZUMWALT
HANSEN INC.
A Company

609 N. IRWIN ST. HANFORD, CA. 93230 PH. (559) 582-1056 FILE NO. 220196 SHEET THREE OF SIX SHEETS



COUNTY TRACT
No. 928 UNIT IV
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

Radial Line Table			
Line #	Bearing	Line #	Bearing
R24	N03° 30' 24"E	R42	N08° 48' 06"E
R26	N04° 37' 30"W	R43	N05° 28' 06"E
R27	N05° 01' 32"W	R44	N09° 21' 41"E
R31	N02° 15' 54"E	R45	N01° 26' 26"E
R32	N07° 01' 00"E	R46	N06° 14' 01"E
R33	S11° 41' 23"W	R47	S07° 54' 13"W
R34	S07° 15' 19"W	R48	S03° 47' 03"W
R35	S11° 45' 03"W	R49	N22° 44' 53"E
R36	S00° 03' 29"E	R51	N81° 12' 58"W
R37	N00° 25' 39"W	R52	S67° 16' 03"W
R38	N02° 31' 28"W	R57	N01° 02' 51"E
R39	N02° 50' 39"W	R58	N17° 21' 05"E
R40	N00° 40' 02"W		
R41	S04° 21' 33"W		

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS OF LOTS 188-198 & LOTS 264-280 ADJACENT TO CENTENNIAL DRIVE AND FARGO AVENUE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER. THE REAR LOT CORNERS OF LOTS 198-207 ADJACENT TO SANGIOVESE ARE OF THE SAME CHARACTER BUT ONLY 9' (PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

FOR CONTINUATION SEE SHEET 5

Curve Table															
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C32	29.44'	726.00'	2° 19' 23"	C46	7.61'	779.00'	0° 33' 34"	C58	39.25'	719.00'	3° 07' 40"	C70	47.00'	30.00'	89° 46' 15"
C33	60.21'	726.00'	4° 45' 06"	C47	52.93'	779.00'	3° 53' 35"	C59	21.35'	839.00'	1° 27' 28"	C71	128.07'	779.00'	9° 25' 10"
C34	59.99'	726.00'	4° 44' 03"	C48	60.11'	779.00'	4° 25' 15"	C60	60.32'	839.00'	4° 07' 09"	C72	128.07'	779.00'	9° 25' 10"
C35	0.84'	786.00'	0° 03' 40"	C49	15.03'	779.00'	1° 06' 19"	C61	56.26'	839.00'	3° 50' 32"	C73	130.72'	1640.00'	4° 34' 01"
C36	60.83'	786.00'	4° 26' 04"	C50	10.57'	1640.00'	0° 22' 10"	C62	21.27'	70.00'	17° 24' 34"	C74	136.98'	1580.00'	4° 58' 03"
C37	51.43'	786.00'	3° 44' 56"	C51	60.03'	1640.00'	2° 05' 49"	C63	6.59'	70.00'	5° 23' 48"	C75	118.20'	719.00'	9° 25' 10"
C38	30.22'	20.00'	86° 34' 01"	C52	60.13'	1640.00'	2° 06' 02"	C64	48.64'	50.00'	55° 43' 59"	C76	137.93'	839.00'	9° 25' 10"
C41	149.63'	726.00'	11° 48' 32"	C53	60.15'	1580.00'	2° 10' 53"	C65	42.09'	50.00'	48° 13' 52"	C77	27.86'	70.00'	22° 48' 21"
C42	113.10'	786.00'	8° 14' 39"	C54	60.03'	1580.00'	2° 10' 37"	C66	27.50'	50.00'	31° 30' 59"	C78	118.23'	50.00'	135° 28' 50"
C43	31.37'	20.00'	89° 52' 07"	C55	16.80'	1580.00'	0° 36' 33"	C67	27.86'	70.00'	22° 48' 21"				
C44	60.05'	779.00'	4° 25' 01"	C56	18.80'	719.00'	1° 29' 54"	C68	31.37'	20.00'	89° 52' 07"				
C45	60.40'	779.00'	4° 26' 34"	C57	60.15'	719.00'	4° 47' 35"	C69	31.46'	20.00'	90° 07' 53"				

LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
- FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
- ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
- SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
- △ SET 2"X24" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN MONUMENT WELL, MONUMENT WELL SET FLUSH IN PAVEMENT
- LOT CORNERS ARE MARKED WITH 1/2" REBAR, 30" LONG, TAGGED R.C.E. 21489, SET 6" DEEP, SEE SPECIAL MONUMENTATION NOTE
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- △ NOW OFFERED FOR DEDICATION AS PUBLIC STREETS
- () RECORD DATA PER L.S.P. 21-53, K.C.R.
- { } RECORD DATA PER DEED BK. 1149, PG 495, O.R.
- [] RECORD DATA PER P.M. 8-17, K.C.R. (OR CALCULATED THEREFROM)
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- (()) RECORD DATA PER L.S.P. 26-19, K.C.R.
- (1234) INDICATES STREET ADDRESSES
- /// ACCESS DENIED TO CENTENNIAL DR., W. SANGIOVESE ST. AND FARGO AVE.
- ■ ■ ■ DISTINCTIVE BORDER
- [2'] 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

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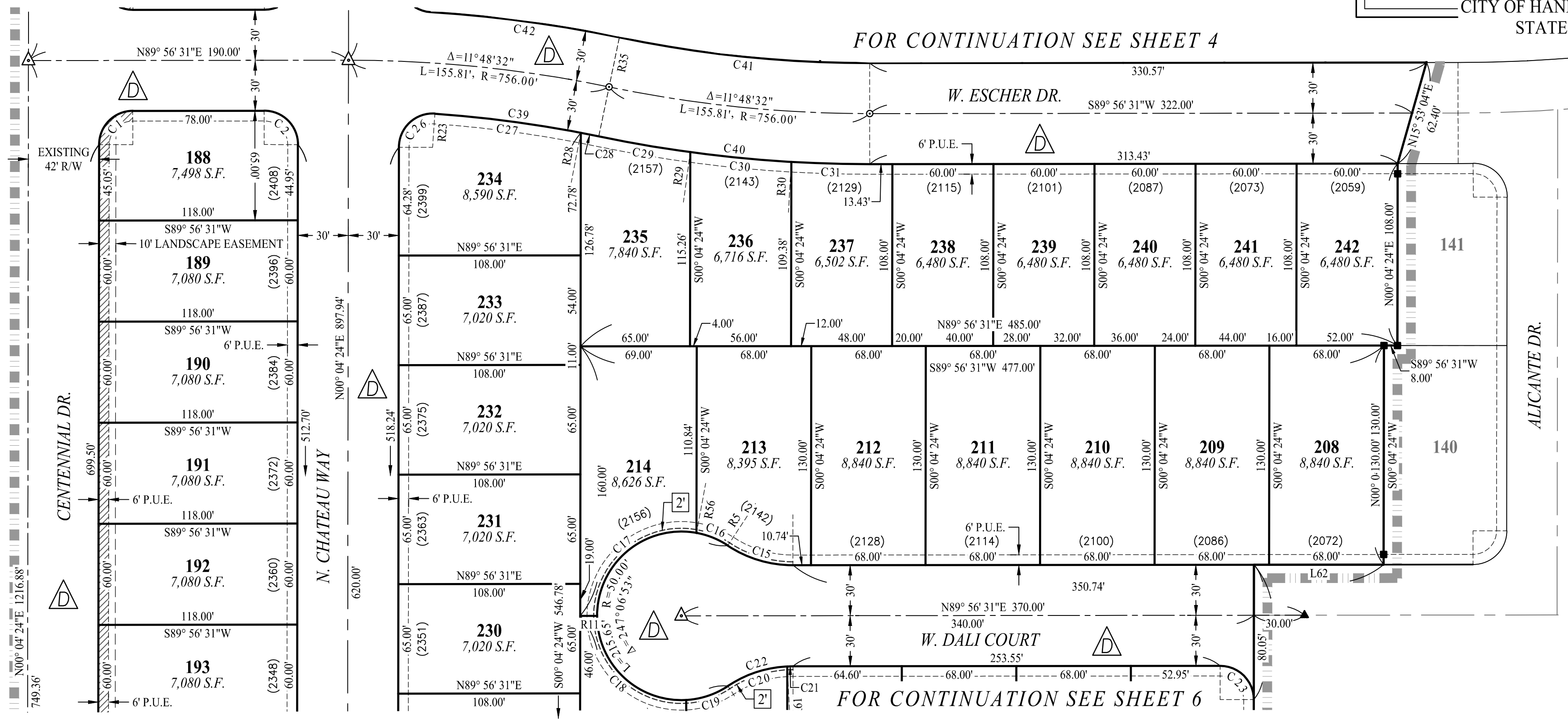
HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 220196

SHEET FOUR OF SIX SHEETS

COUNTY TRACT No. 928
UNIT IV
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA



BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

SIDE AND REAR LOT CORNERS OF LOTS 188-198 & LOTS 264-280 ADJACENT TO CENTENNIAL DRIVE AND FARGO AVENUE ARE MONUMENTED BY 1/2" REBAR, 30" LONG, WITH YELLOW PLASTIC TAG MARKED R.C.E. 21489, SET 6"± DEEP, ON THE LOT LINE A DISTANCE OF 14.00' (PERPENDICULAR) FROM THE SIDE OR REAR CORNER. THE REAR LOT CORNERS OF LOTS 198-207 ADJACENT TO SANGIOVESE ARE OF THE SAME CHARACTER BUT ONLY 9' (PERPENDICULAR) FROM THE REAR CORNER.

SPECIAL MONUMENT NOTE:

ALL FRONT CORNERS ADJACENT TO STREETS ARE MONUMENTED AS WITNESS CORNERS, SET ON THE P.U.E. LINE AND ARE MARKED BY 1/2" REBAR, 30" LONG WITH RED PLASTIC TAG STAMPED "CONT. PT., R.C.E. 21489", AND SET 6"± DEEP, EXCEPT AS SHOWN OTHERWISE.

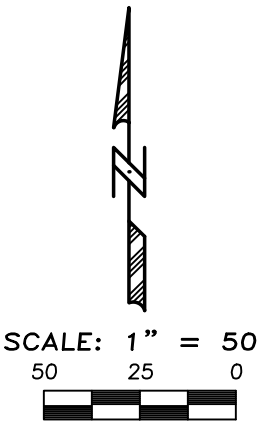
LEGEND

- FOUND AND ACCEPTED MONUMENT AS NOTED
- FD. 1/2" REBAR WITH PLASTIC TAG STAMPED R.C.E. 21489 DN 6"±
- ▲ FD. 2" GALV. I.P. WITH BRASS CAP STAMPED R.C.E. 21489 IN A MONUMENT WELL, FLUSH IN PAVEMENT
- SET STEEL SPIKE WITH BRASS TAG, R.C.E. 21489, FLUSH IN PAVEMENT
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- DISTINCTIVE BORDER
- [2] 2' PEDESTRIAN ACCESS EASEMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

Curve Table				Curve #	Length	Radius	Delta	Radial Line Table	
Curve #	Length	Radius	Delta	C23	31.46'	20.00'	90° 07' 53"	Line #	Bearing
C1	31.37'	20.00'	89° 52' 07"	C26	32.78'	20.00'	93° 55' 12"	R5	N33° 29' 58"E
C2	31.46'	20.00'	90° 07' 53"	C27	87.41'	726.00'	6° 53' 53"	R11	S89° 56' 31"W
C15	41.00'	70.00'	33° 33' 26"	C28	10.89'	726.00'	0° 51' 33"	R23	S03° 59' 37"W
C16	20.12'	50.00'	23° 03' 28"	C29	55.12'	786.00'	4° 01' 04"	R28	N10° 53' 30"E
C17	87.70'	50.00'	100° 29' 58"	C30	60.29'	786.00'	4° 23' 41"	R29	N07° 43' 59"E
C18	81.43'	50.00'	93° 18' 25"	C31	46.59'	786.00'	3° 23' 47"	R30	N03° 20' 18"E
C19	26.40'	50.00'	30° 15' 02"	C39	98.29'	726.00'	7° 45' 26"	R35	S11° 45' 03"W
C20	37.59'	70.00'	30° 46' 16"	C40	162.00'	786.00'	11° 48' 32"	R56	N10° 26' 29"E
C21	3.40'	70.00'	2° 47' 11"						
C22	41.00'	70.00'	33° 33' 26"						

LINE TABLE		
LINE #	LENGTH	DIRECTION
L62	77.00'	N89° 56' 31"E



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FILE NO. 220196

SHEET FIVE OF SIX SHEETS

COUNTY TRACT No. 928
UNIT IV
CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA

FOR CONTINUATION SEE SHEET 5

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22, T. 18 S., R. 21 E., M.D.B. & M., BEARS S 89° 50' 39" W PER L.S.P. 21-53, K.C.R.

SURVEYOR'S NOTE

ALL CURVES ARE TANGENT UNLESS OTHERWISE NOTED

MONUMENT NOTE:

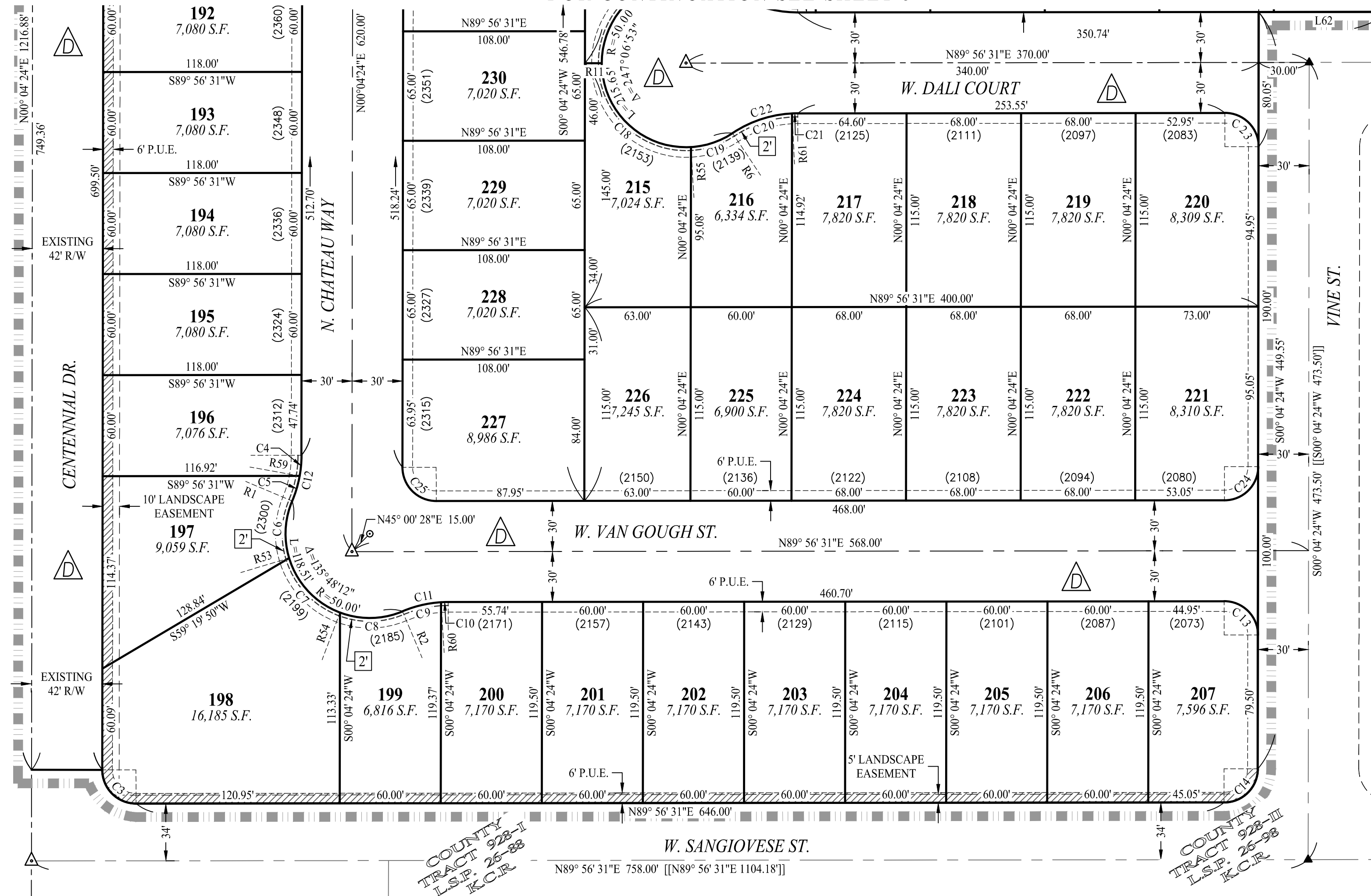
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 - ||| DISTINCTIVE BORDER
 - [2'] 2' PEDESTRIAN ACCESS EASEMENT
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF



Curve Table				Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
Curve #	Length	Radius	Delta	C9	23.64'	70.00'	19° 20' 47"	C18	81.43'	50.00'	93° 18' 25"	C24	31.37'	20.00'	89° 52' 07"
C3	31.46'	20.00'	90° 07' 53"	C10	4.26'	70.00'	3° 29' 22"	C19	26.40'	50.00'	30° 15' 02"	C25	31.46'	20.00'	90° 07' 53"
C4	12.32'	70.00'	10° 05' 16"	C11	27.90'	70.00'	22° 50' 09"	C20	37.59'	70.00'	30° 46' 16"				
C5	15.57'	70.00'	12° 44' 53"	C12	27.90'	70.00'	22° 50' 09"	C21	3.40'	70.00'	2° 47' 11"				
C6	34.60'	50.00'	39° 39' 13"	C13	31.46'	20.00'	90° 07' 53"	C22	41.00'	70.00'	33° 33' 26"				
C7	45.88'	50.00'	52° 34' 39"	C14	31.37'	20.00'	89° 52' 07"	C23	31.46'	20.00'	90° 07' 53"				
C8	38.02'	50.00'	43° 34' 19"												

Radial Line Table		Line #	Bearing
R1	S67° 05' 26"E	R54	S20° 40' 42"W
R2	S22° 53' 38"E	R55	S03° 21' 53"E
R6	S33° 36' 55"E	R59	N79° 50' 19"W
R11	S89° 56' 31"W	R60	S03° 32' 50"E
R53	N73° 15' 21"E	R61	S02° 50' 39"E

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HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 220196

SHEET SIX OF SIX SHEETS

EXHIBIT A

Beginning at the Northwest corner of County Tract 928-3 as shown on a map recorded in Volume 27 at page 7 of Licensed Surveyors' Plats, in the Office of the Kings County Recorder, said Point of Beginning being on the North line of the Northeast Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, also being approximately 896.09 feet easterly of the Northwest corner of said Northeast Quarter also being in the City of Hanford, County of Kings, State of California;

Thence South $00^{\circ}04'24''$ West, along the West line of said Tract 928-3, a distance of 32.50 feet to the True Point of Beginning;

Thence continuing South $0^{\circ}04'24''$ West, a distance of 19.50 feet;

Thence South $89^{\circ}50'39''$ West, parallel with said North line of the Northeast Quarter and 52.00 feet southerly therefrom, a distance of 824.17 feet;

Thence South $44^{\circ}57'32''$ West a distance of 28.23 feet;

Thence South $00^{\circ}04'24''$ West, parallel with and 52.00 feet easterly of the west line of said Northeast Quarter, a distance of 350.69 feet;

Thence South $44^{\circ}59'32''$ East a distance of 6.56 feet;

Thence South $00^{\circ}03'29''$ East a distance of 21.85 feet;

Thence South $89^{\circ}56'31''$ West a distance of 4.65 feet;

Thence on a tangent curve to the right, concave to the northeast, through a central angle of $90^{\circ}07'52''$, with a radius of 19.50 feet, an arc length of 30.68 feet;

Thence North $00^{\circ}04'24''$ East, along a line parallel with, and 32.5 feet easterly of the west line of said Northeast Quarter, last said west line also being the centerline of Centennial Drive, a distance of 367.65 feet;

Thence on a tangent curve to the right concave to the southeast through a central angle of $89^{\circ}46'15''$, with a radius of 29.50 feet, an arc length of 46.22 feet;

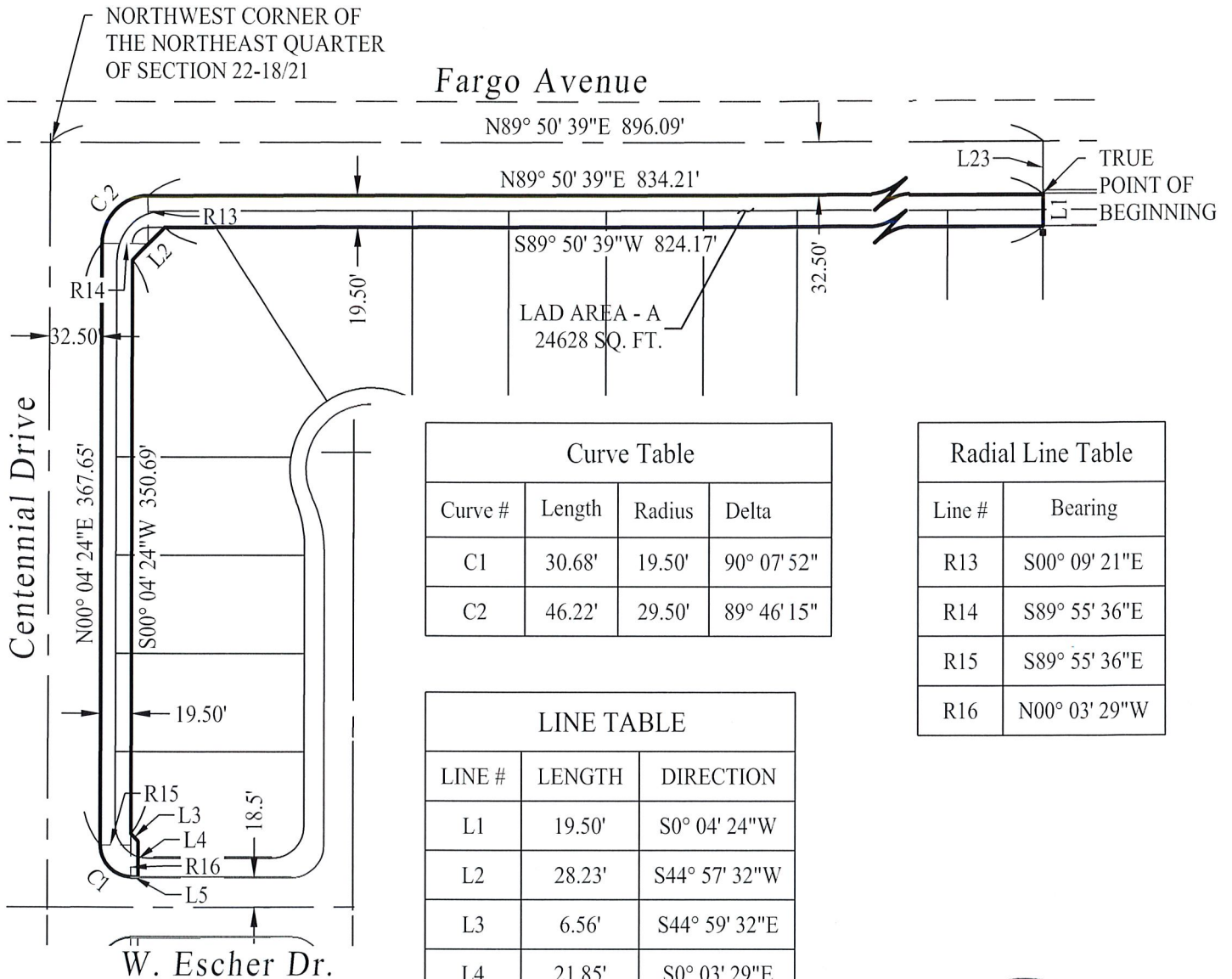
Thence North $89^{\circ}50'39''$ East, parallel with said North line of the Northeast Quarter, and 32.50 feet southerly therefrom a distance of 834.21 feet to the True Point of Beginning.

Containing 24,628 SF more or less.

END OF DESCRIPTION



EXHIBIT "A-1"



Curve Table			
Curve #	Length	Radius	Delta
C1	30.68'	19.50'	90° 07' 52"
C2	46.22'	29.50'	89° 46' 15"

Radial Line Table	
Line #	Bearing
R13	S00° 09' 21"E
R14	S89° 55' 36"E
R15	S89° 55' 36"E
R16	N00° 03' 29"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.50'	S0° 04' 24"W
L2	28.23'	S44° 57' 32"W
L3	6.56'	S44° 59' 32"E
L4	21.85'	S0° 03' 29"E
L5	4.65'	S89° 56' 31"W
L23	32.50'	S0° 04' 24"W



SCALE: 1"=100'



CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. Irwin St.
Hanford, CA 93230
Office: (559) 582-1056
Fax: (559) 584-4143

**Area to be Maintained
for
Landscape Maintenance District
Tract No. 928 Unit 4**

Job No. 220196
Drawn By: JB
Checked By: AD
Indexed By:
Date: 2/15/2023

Sheet No.

1 of 1

EXHIBIT B

Beginning at the Northwest corner of the Northeast Quarter of Section 22, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Hanford, County of Kings, State of California;

Thence South $00^{\circ}04'24''$ West, along the West line of said Northeast Quarter, last said west line also being the centerline of Centennial Drive a distance of 505.40 feet;

Thence South $89^{\circ}55'36''$ East a distance of 32.50 feet to the True Point of Beginning;

Thence on a non-tangent curve to the right, concave to the southeast, whose central angle point bears South $89^{\circ}55'36''$ East, through a central angle of $89^{\circ}52'07''$, with a radius of 19.50 feet, an arc length of 30.59 feet;

Thence North $89^{\circ}56'31''$ East a distance of 4.64 feet;

Thence South $00^{\circ}03'29''$ East a distance of 21.85 feet;

Thence South $45^{\circ}00'28''$ West a distance of 6.58 feet;

Thence South $00^{\circ}04'24''$ West, parallel with and 52.00 feet easterly of said west line of the Northeast Quarter, a distance of 699.46 feet;

Thence South $44^{\circ}59'32''$ East a distance of 28.32 feet;

Thence North $89^{\circ}56'31''$ East, parallel with and 39.00 feet northerly of the centerline of West Sangiovese St, as shown on that certain map recorded in Book 26 at Page 88 of Licensed Surveyors' Plats in the Office of the Kings County Recorder, a distance of 625.96 feet;

Thence North $45^{\circ}00'28''$ East a distance of 35.38 feet;

Thence South $89^{\circ}55'36''$ East a distance of 16.50 feet;

Thence South $00^{\circ}04'24''$ West, along a line parallel with and 18.50 feet westerly of the centerline of Vine St. as shown on said map recorded in Book 26, at page 88, a distance of 19.99 feet;

Thence on a tangent curve to the right, concave to the Northwest, through a central angle of $89^{\circ}52'07''$, with a radius of 19.50 feet, an arc length of 30.59 feet;

Thence South $89^{\circ}56'31''$ West, along a line parallel with and 24.50 feet northerly of said centerline of Sangiovese St, a distance of 688.00 feet;

Thence on a tangent curve to the right, through a central angle of $90^{\circ}07'53''$, with a radius of 19.50 feet, an arc length of 30.68 feet;

Thence North $00^{\circ}04'24''$ East, along a line parallel with and 32.50 feet easterly of said west line of the Northeast Quarter, a distance of 721.50 feet to the True Point of Beginning.

Containing 25,591 SF more or less.

END OF DESCRIPTION

Page 2 of 2

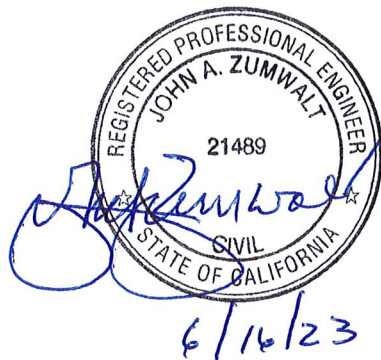


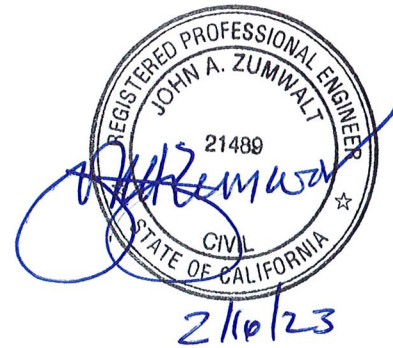
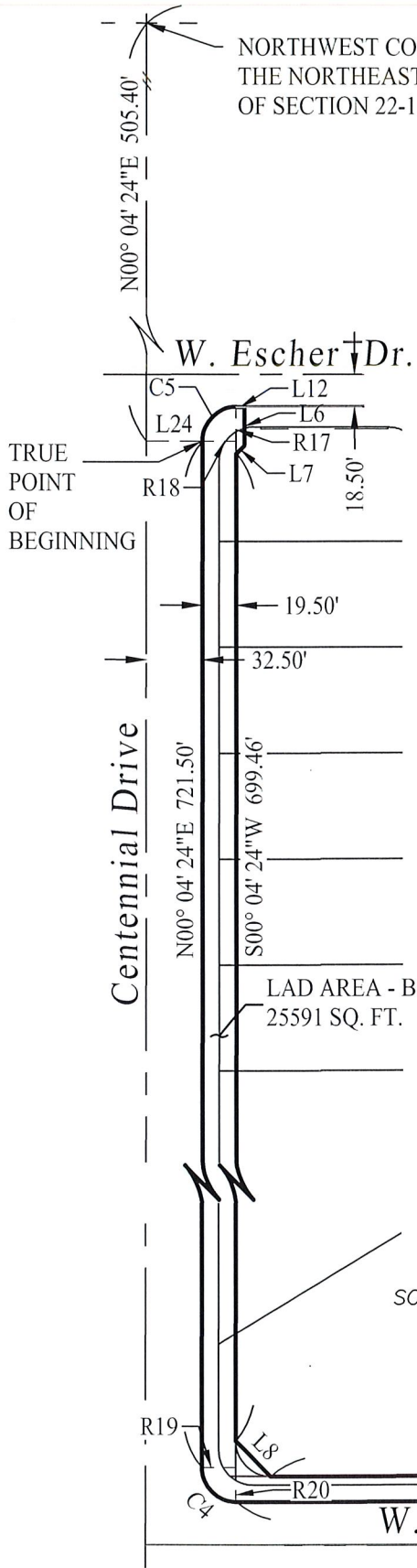
EXHIBIT "B-1"

NORTHWEST CORNER OF
THE NORTHEAST QUARTER
OF SECTION 22-18/21

Curve Table			
Curve #	Length	Radius	Delta
C3	30.59'	19.50'	89° 52' 07"
C4	30.68'	19.50'	90° 07' 53"
C5	30.59'	19.50'	89° 52' 07"

Radial Line Table	
Line #	Bearing
R17	S00° 03' 29"E
R18	S89° 55' 36"E
R19	S89° 55' 36"E
R20	N00° 03' 29"W
R21	N00° 03' 29"W
R22	N89° 55' 36"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L6	21.85'	S0° 03' 29"E
L7	6.58'	S45° 00' 28"W
L8	28.32'	S44° 59' 32"E
L9	35.38'	N45° 00' 28"E
L10	16.50'	S89° 55' 36"E
L11	19.99'	S0° 04' 24"W
L12	4.64'	N89° 56' 31"E
L24	32.50'	S89° 55' 36"E



SCALE: 1"=100'

Vine St.

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**Area to be Maintained
for
Landscape Maintenance District
Tract No. 928 Unit 4**

Job No. 220196
Drawn By: JB
Checked By: AD
Indexed By:
Date: 2/15/2023

Sheet No.
1 of 1

ATTACHMENT "A"

ENGINEER'S REPORT
ASSESSMENT DISTRICT NO. 21-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 UNIT IV – SAN JOAQUIN VALLEY HOMES

NOTE: Assessment District Restructure No. 21-01-C is the third modification of Landscape Assessment District No. 21-01

Lisa Dock, P.E., City Engineer and Engineer of Work for the existing Landscape Assessment District No. 21-01, City of Hanford, Kings County, California, makes this report for the inclusion of Assessment District Restructure No. 21-01-C into Landscape District No. 21-01 as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be constructed and maintained in the District provide special benefits to all of the parcels within the District about and beyond general benefits conferred on parcels located in the District or to the public at large. Specifically, the particular and distinct special benefits include:

1. Reduction of traffic noise level from the street located adjacent to the District;
2. Restriction of unwanted pedestrian access onto the lots and parcels within the District;
3. Enhancement of appearance of the entrance into the subdivision which is included within the District;
4. Reduction of impact of dust and other particulate matter onto the lots and parcels within the District;

The improvements which are the subject of this report are briefly described as follows:

1. Decorative block fencing, landscaping, and irrigation systems along Centennial Drive, Sangiovese Street, and Fargo Avenue located throughout Tract 928 Units I – IV.
2. The public park located at the northwest corner of W. Sangiovese Street and N. Napa St. within Tract 928 Units I.
3. Interior street lighting within Tract 928 Unit 1 - IV.

This report consists of six parts as follows:

Exhibit "A": Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are incorporated herein by reference.

Exhibit "B": An estimate of costs to maintain the improvements.

Exhibit "C": An assessment of the estimated maintenance costs on each benefited parcel of land within the Assessment District.

Exhibit "D": A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

ATTACHMENT “A” continued...

Exhibit “E”: A list of the names and addresses of the property owners of real property within each assessment district as shown on the last equalized assessment roll for taxes, or known to the Clerk. The list is keyed to Exhibit “C” by assessment number.

Exhibit “F”: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit “C” by lot number.

Respectfully submitted,

Lisa Dock, P.E.
City Engineer

ENGINEER'S REPORT

ASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 UNIT IV – SAN JOAQUIN VALLEY HOMES

The undersigned hereby respectfully submits the enclosed Engineer's Report as directed by the City Council.

DATED: _____

Lisa Dock, P.E.
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Hanford, California, on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was filed with the County Auditor of the County of Kings on the _____ day of _____, 20____.

Natalie Corral
City of Hanford, City Clerk
Kings County, California

By _____

EXHIBIT "A"

ASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 UNIT IV – SAN JOAQUIN HOMES

Plans and specifications for the improvements are those prepared by Zumwalt-Hansen & Associates and San Joaquin Valley Home for the City Engineer. These plans and specifications have been filed separately with the Clerk of the Legislative Body and are incorporated in this report by reference.

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORTASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C
FISCAL YEAR 2022-2023ESTIMATED ASSESSMENTS
TRACT 928 UNIT IV – SAN JOAQUIN VALLEY HOMES

ITEM NO.	DESCRIPTION	FY 2022-2023 ESTIMATE UNITS	RATE	AMOUNT
A. MAINTENANCE COSTS				
1.	Landscape and Irrigation System along Centennial Drive, W. Sangiovese Street, and Park (Labor and Materials)	243,390SF ±	\$ 0.3/SF	\$ 73,017.00
2.	Decorative Block Walls along W. Sangiovese Street, Centennial Drive, And Fargo Avenue (Labor and Materials)	7,959 LF ±	\$ 0.50/LF	\$ 3,979.50
3.	Water Usage (\$150/mo./Service x 12 = \$1800.00/Service)	Nine services	\$ 1,800.00/ea	\$ 16,200.00
4.	Electricity Usage (\$30/mo./Meter x 12 = \$360.00/Meter)	Nine meters	\$ 360.00/ea	\$ 3,240.00
5.	Street Light Usage (\$12/Lt./Mo. x 12 = \$144.00/Lt./Yr.)	54 St. Lights	\$ 144.00/Lt./Yr.	\$ 7,776.00

B. INCIDENTAL COSTS/FORMATION COSTS

1.	Staff Preparation of Documents	\$ 325.00
2.	Notice of Public Hearing	\$ 75.00
2.	Collection of Assessment	\$ 121.00

TOTAL ANNUAL SUBDIVISION ASSESSMENT AMOUNT	<u>\$ 104,733.50</u>
--	----------------------

LOTS 1 THROUGH 242 SHALL BE ASSESSED, TOGETHER WITH NO DESIGNATED REMAINDER PARCEL OF TRACT 928: (Total 242 lots)	<u>\$ 432.78</u>
--	------------------

C. ADJUSTMENT FOR INFLATION IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53739(b)(1).

The Annual Total Subdivision Assessment Amount will be adjusted for inflation on an annual basis in accordance with the following formula:

Commencing with the calendar year 2023-2024, and January 1 of each calendar year (“Adjustment Date”) thereafter during the life of the District, the Total Annual Subdivision Assessment Amount for the next fiscal year shall be an amount equal to the greater of:

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date, or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

EXHIBIT "C"

ASSESSMENT ROLL AND
ASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C

TRACT 928 UNITS I - III – SAN JOAQUIN VALLEY HOMES

ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER
1 Through 56	\$432.78	Lot 1 through 56, Tract 928, Unit I
57 Through 99	\$432.78	Lot 57 Through 99, Tract 928, Unit 2
100 Through 187	\$432.78	Lots 100 Through 187, Tract 928, Unit 3
188 Through 242	\$432.78	Lots 188 Through 242, Tract 928, Unit 4

Total Assessment: \$ 104,733.50

*NOTE: Assessment amount for 1 Through 187 have been previously included in the Landscape Assessment District No. 21-01 (Tract 928 Unit I, Unit 2 and Unit 3)

EXHIBIT “D”

METHOD OF APPORTIONMENT OF ASSESSMENT

ASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C
(Pursuant to the Landscaping and Lighting Act of 1972)

TRACT 928 UNIT IV – SAN JOAQUIN VALLEY HOMES

NOTE: Assessment District Restructure No. 21-01-C is the third modification of Landscape Assessment District No. 21-01.

The method of apportionment of Landscape Assessment District 21-01 maintenance costs is as follows:

100% of the maintenance costs divided equally between Lots 1 through 242 and no Remainder.

EXHIBIT “E”

PROPERTY OWNERS LIST

ASSESSMENT DISTRICT RESTRUCTURE NO. 21-01-C

TRACT 928 UNITS I - IV– SAN JOAQUIN VALLEY HOMES

ASSESSMENT NUMBERS	PROPERTY DESCRIPTIONS	OWNERS NAME AND ADDRESS
1 through 242	Tract 928 Unit I - IV & no Remainder	San Joaquin Valley Homes 5607 Avenida De Los Robles Visalia, CA 93291

EXHIBIT “F”

ALL PARCELS OF REAL PROPERTY WITHIN THE ASSESSMENT DISTRICT

TRACT 928 UNIT 1 THROUGH UNIT 4

TRACT 928, UNIT 1

AREA 1 – 2.60 ACRES (Park)

AREA 2 – 27,485 SQ. FT.

AREA 3 – 6,883 SQ. FT.

TRACT 928, UNIT 2

LOT A – 9,068 SQ. FT.

LOT B – 12,831 SQ. FT.

LOT C – 5,876 SQ. FT.

TRACT 928, UNIT 3

AREA A – 20,345 SQ. FT. (Sangiovese)

AREA 1 – 8,055 SQ. FT. (Sangiovese)

AREA 2 – 1,451 SQ. FT. (Sangiovese)

AREA 1 – 7,432 SQ. FT. (Fargo)

AREA 2 – 2,645 SQ. FT. (Fargo)

TRACT 928, UNIT 4

AREA 1- 8,640 SQ. FT. (FARGO)

AREA 1- 4,060 SQ. FT. (CENTENNIAL)

AREA 2- 7,440 SQ. FT. (CENTENNIAL)

AREA 1- 6,996 SQ FT. (W. SANGIOVESE)

1 **RECORDING REQUESTED BY:**

2 CITY OF HANFORD

3 **WHEN RECORDED RETURN TO:**

4 CITY CLERK

5 CITY OF HANFORD

6 319 North Douty Street

7 Hanford, California 93230

8 **RESOLUTION NO. 22-24-R**

9 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD**
10 **RESTRUCTURING PROPERTIES WITHIN ASSESSMENT DISTRICT**
11 **NO. 21-01, AND CONFIRMING LEVY AND COLLECTION OF ANNUAL**
12 **ASSESSMENTS FOR TRACT NO. 928, UNITS NO. I THRU UNIT NO. IV,**
13 **BELLA VISTA PHASE IV SUBDIVISION.**

14 **(Assessment District Restructure No. 20-01-C)**

15 At a regular meeting of the City Council of the City of Hanford, duly called and
16 held on July 18, 2023 it was moved by Council Member _____, seconded by
17 Council Member _____, and duly carried that the following resolutions be
18 adopted:

19 WHEREAS, the additional territory proposed to be restructured into the District
20 includes properties known as Tract No. 928, Unit No. IV (APN 009-030-176 and APN
21 009-030-115) ("Restructuring Properties");

22 WHEREAS, the restructure of Additional Properties into the District will provide
23 for maintenance of the following improvements:

- 24 1. Decorative masonry block fencing, and landscaping & irrigation system
25 improvements located along Centennial Drive, Sangiovese Street; and
26 Fargo Avenue.
- 27 2. Street Lighting within Tract No. 928 Units I thru IV.
- 28

1 WHEREAS, the owners of all land within the boundaries of the District and the
2 restructured Properties have filed their consent to restructuring of the Properties into the
3 District, and have also consented to adoption of the Engineer's Report and the levy of
4 assessments identified therein.

5 WHEREAS, the owners of the restructure Properties, including the owners of
6 such lots and parcels as shall be created therefrom, should share in the cost of maintaining
7 the District improvements through payment of District assessments.

8
9 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
10 Hanford hereby orders the restructure of Properties as shown and described in the
11 Engineer's Report into the District, so that the District henceforth shall include the
12 restructured Properties, including such lots and parcels as shall be created therein, so that
13 the owners thereof shall share in the cost of maintenance of the public improvements
14 located within the District and on the Additional Properties; and,

15
16 RESOLVED FURTHER, that the City Council of the City of Hanford hereby
17 confirms the diagram and assessments for the District contained in the Engineer's Report,
18 and levies such assessments for the Fiscal Year 2023-2024; and,

19 RESOLVED FURTHERMORE, commencing with the calendar year 2023-2024,
20 and January 1 of each calendar year ("Adjustment Date") thereafter during the life of the
21 District, the Total Annual Subdivision Assessment amount for the next calendar year shall
22 be an amount equal to the greater of:

23
24 (i) the Total Annual Subdivision Assessment amount in effect immediately
25 prior to the Adjustment Date; or

26 (ii) the product obtained by multiplying the Total Annual Subdivision
27 Assessment in effect immediately prior to the Adjustment Date by a
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fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Worker, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on July 18, 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the
foregoing Resolution was duly passed and adopted at a regular meeting of the City
Council of the City of Hanford held on the _____ day of _____, 2023.

Date: _____

City Clerk



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023	AGENDA SECTION: CONSENT CALENDAR
-------------------------	----------------------------------

SUBJECT:

Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 1, with Enclave Developers, LLC, and Acceptance of all easements and dedications offered for public use; and Acceptance of the Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No. 1.

RECOMMENDATION:

That the City Council, by motion:

1. Approve Final Map and Subdivision Agreement for Tract No. 915, Unit No. 1, with Enclave Developers, LLC, and accept all easements and dedications offered for public use; and
2. Accept the attached Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No. 1.

BACKGROUND:

The final subdivision map for Tract No. 915, Unit No. 1, Enclave Developers, LLC subdivision, a 26-lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 915, Unit No. 1 Subdivision, is Enclave Developers, LLC. All required fees have been paid, and proper improvement security bonds for all required subdivision improvements have been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Department and signed by the developer. The bonds are attached for council review.

Enclave 66 Hanford Homeowners Association Maintenance Manual has been reviewed by City Staff for Unit No. 1 and is recommended for approval by Council. The HOA Manual is attached for council review.

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer’s expense. No impact to the budget will result from approval of the Resolution to restructure Landscape Assessment District No. 19-02.

ATTACHMENTS:

1. Tract 915-1 Final Map
2. Tract 915-1 SDA
3. Tract 915-1 Bonds

4. Tract 915-1 - HOA Maintenance Manual

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITH THE SUBDIVISION SHOWN UPON THIS MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY AND THAT WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN ON THIS MAP AND DO HEREBY DEDICATE IN FEE TO PUBLIC USE ALL OF THE STREETS AND EASEMENTS AS SHOWN UPON THIS MAP (EXCLUDING LOT B). WE DEDICATE IN FEE TO PUBLIC USE FOR STREET PURPOSES THOSE (SPECIFICALLY MILLENNIUM WAY AND AQUIFER DRIVE) CERTAIN STRIPS OF LAND DESIGNATED AS "FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREETS HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN. WE FURTHER OFFER FOR DEDICATION EASEMENTS FOR WATER OR SANITARY SEWER ANYWHERE WITHIN LOT B

ENCLAVE 66, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OWNER

BY: [Signature]
DANIEL BAILEY, PRESIDENT

SDP REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]

SDP FINANCIAL 2020, LP, A DELAWARE LIMITED PARTNERSHIP

BY: [Signature]

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Tulare

ON May 2nd, 2023 BEFORE ME, Sandra N Cisneros Santoyo - Notary Public

NOTARY PUBLIC, PERSONALLY APPEARED Daniel Bailey

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]

(PRINT NAME) Sandra N Cisneros Santoyo

MY COMMISSION NO. 2433873 MY COMMISSION EXPIRES Jan. 10, 2027

PRINCIPAL OFFICE IN COUNTY OF Tulare

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Utah

ON May 5 2023 BEFORE ME, Kari Olson

NOTARY PUBLIC, PERSONALLY APPEARED Andrew Peterson

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]

(PRINT NAME) Kari Olson

MY COMMISSION NO. 724091 MY COMMISSION EXPIRES 4-11-2026

PRINCIPAL OFFICE IN COUNTY OF Salt Lake

CAL. ENGINEERS

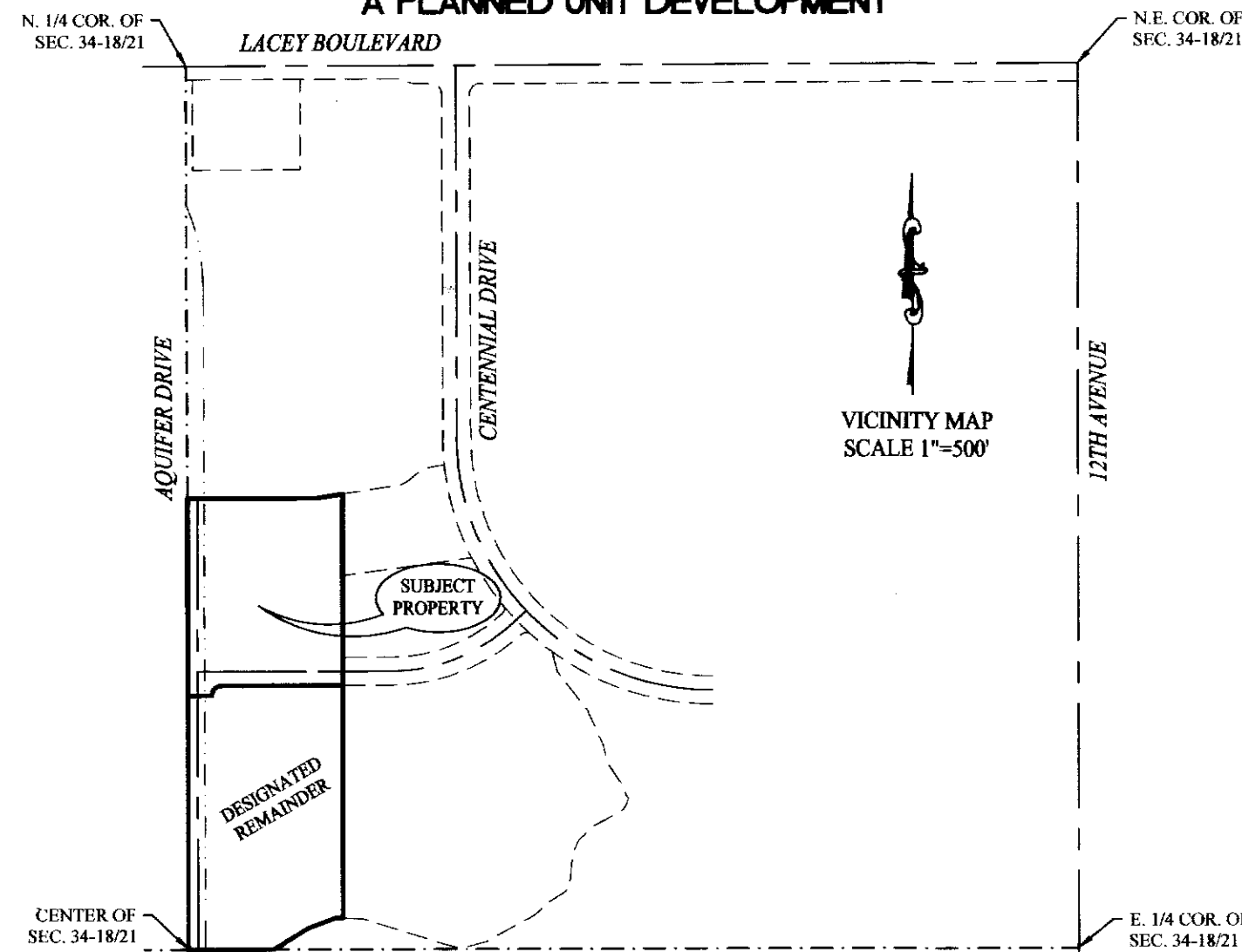
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. IRWIN ST.
HANFORD, CA. 93230
PH. (559) 582-1056

FILE NO. 0752711

COUNTY TRACT No. 915 UNIT I

CITY OF HANFORD, COUNTY OF KINGS,
STATE OF CALIFORNIA
A PLANNED UNIT DEVELOPMENT



OMITTED SIGNATURES

PER SECTION 66436(3) OF THE GOVERNMENT CODE, SIGNATURES OR THE FOLLOWING INTERESTS ARE OMITTED.

1. THE SIGNATURE OF CITY OF HANFORD, HOLDER OF AN EASEMENT FOR WATER TRANSMISSION PIPELINE IN DEED RECORDED JULY 14, 2006 AS INSTRUMENT NO. 0620689 OF OFFICIAL RECORDS, HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436 (A) (3) (A) I-VIII OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.
2. THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES IN DEED RECORDED JUNE 30, 2008 AS DOCUMENT NO. 0812387 OF OFFICIAL RECORDS, HAS BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436 (A) (3) (A) I-VIII OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE, AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.
3. THE SIGNATURE OF MUSSEL SLOUGH INC., HOLDER OF OIL, GAS AND MINERAL RIGHTS IN DEED RECORDED OCTOBER 17, 2003 AS INSTRUMENT NO. 0330148 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISION OF SECTION 66436, SUBSECTION (A) (3) (B) OF THE SUBDIVISION MAP ACT.
4. THE SIGNATURE OF LUCY CAPDEVILLE, HOLDER OF OIL, GAS AND MINERAL RIGHTS IN DEED RECORDED DECEMBER 30, 1948 IN BOOK 418 AT PAGE 133 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISION OF SECTION 66436, SUBSECTION (A) (3) (B) OF THE SUBDIVISION MAP ACT.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____

NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

(PRINT NAME) _____

MY COMMISSION NO. _____ MY COMMISSION EXPIRES _____

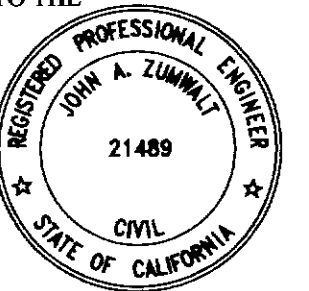
PRINCIPAL OFFICE IN COUNTY OF _____

ENGINEER'S STATEMENT

THIS MAP CONSISTING OF THREE SHEETS WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. DANIEL BAILEY OF ENCLAVE DEVELOPERS, LLC IN THE MONTH OF OCTOBER, 2015. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 6th DAY OF April, 2023.

[Signature]
JOHN A. ZUMWALT, R.C.E. 21489



ACTING CITY SURVEYOR

I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 66425 THROUGH 66450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS 29th DAY OF May, 2023

[Signature]
JOHN B. HARDIN, R.C.E. 21753
ACTING FOR THE CITY OF HANFORD

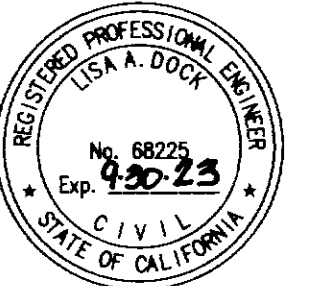


CITY ENGINEER'S STATEMENT

I, LISA A. DOCK, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 66425 THROUGH 66450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS 31st DAY OF May, 2023

[Signature]
LISA DOCK, CITY ENGINEER R.C.E. 68225
A.



CITY CLERK'S CERTIFICATE

I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, I HEREBY STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON _____, THE DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS AND EASEMENTS AND THE EASEMENTS IN LOT B AS INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

DATED THIS 5 DAY OF June, 2023.

[Signature]
NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD _____, 20____.
DATED THIS _____ DAY OF _____, 20____.

[Signature]
JASON WATERS, COMMUNITY DEVELOPMENT DIRECTOR

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATE: 03/30/2023

[Signature] CPA, DIRECTOR OF FINANCE

BY: [Signature]
DAISY MAGANA, DEPUTY

RECORDER'S CERTIFICATE

FEE BOOK NO. _____ FEE PAID _____
RECORDED AT THE REQUEST OF ZUMWALT-HANSEN & ASSOCIATES, INC. ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK IN VOLUME _____ OF LICENSED SURVEYORS' PLATS, AT PAGE _____, KINGS COUNTY RECORDS.

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____
DEPUTY

SHEET ONE OF
THREE SHEETS

COUNTY TRACT
No. 915 UNIT 1

CITY OF HANFORD, COUNTY OF KINGS, STATE OF
CALIFORNIA, A PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION OF THE OMITTED PARCEL SHOWN ON PARCEL MAP
RECORDED DECEMBER 6, 2012, IN BOOK 19 AT PAGE 100 OF PARCEL MAPS, IN THE OFFICE OF THE
KINGS COUNTY RECORDER, LOCATED IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF
CALIFORNIA, AND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18
SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN.

CONTAINING 6.05 ACRES MORE OR LESS

BASIS OF BEARINGS

The West Line of the Northeast Quarter of Section 34, T. 18 S., R. 21 E., M.D.B. & M., bears N00° 05' 27"W per
the map recorded in Book 19 Page 100, of Parcel Maps, of Kings County Records.

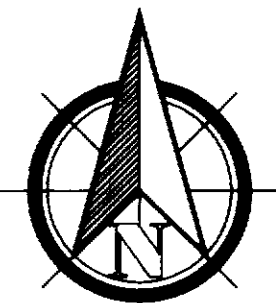
SURVEYOR'S NOTE

All curves are tangent unless otherwise noted.

SPECIAL MONUMENT NOTE:

Side and Rear Lot Corners adjacent to Millennium Way and Aquifer Drive (12-1/2 Ave.) are monumented by 1/2"
rebar, 30" long, with yellow plastic tag marked R.C.E. 21489, set 6"± deep, on the lot line a distance of 14.00'
(perpendicular) from the side or rear corner.

All front corners adjacent to streets are monumented as witness corners, set on the P.U.E. line and are marked by
1/2" rebar, 30" long with a red plastic tag stamped "Cont. Pt., R.C.E. 21489", and set 6"± Deep, except as shown
otherwise.



SCALE: 1"=200'



{N89° 47' 31"E 2666.15'}
[[N89° 47' 37"E 2666.19']]
N89° 47' 37"E 2666.19'

LACEY BOULEVARD

N 1/4 COR. OF SEC. 34-18/21 FD.
2-1/2" BRASS CAP STAMPED
RCE 21489, IN A MONUMENT
WELL FLUSH IN PAVEMENT
PER K.C.C.R. #3374

CENTERLINE MONUMENT AT
CENTENNIAL DRIVE, FD. 2-1/2"
BRASS CAP IN MONUMENT WELL,
STAMPED R.C.E. 21489 PER PM 18-91
K.C.R.

NE COR. SEC. 34-18/21 FOUND 2"
BRASS CAP IN MONUMENT WELL
STAMPED KINGS COUNTY
SURVEYOR PER K.C.C.R. #2695

FOUND 6"x6" CONC. MONUMENT
CENTERED WITH BRASS STEM, DOWN
0.45', 0.11' NORTH & 0.15' EAST OF TRUE
POSITION. PER PM 20-92 K.C.R.

CENTERLINE OF A 20.00' EASEMENT FOR
THE INSTALLATION, MAINTENANCE AND
REPAIR OF A WATER TRANSMISSION
PIPELINE CONVEYED BY GRANT OF
EASEMENT DEED DATED FEBRUARY 17, 2006
TO THE CITY OF HANFORD, DOCUMENT
NUMBER 0620689.

LEGEND

- Found 1/2" rebar, down 6", tagged R.C.E. 21489, per P.M. 19-100 K.C.R., except as noted otherwise
 - Set steel spike with brass tag, R.C.E. 21489, flush in pavement
 - Set 2"x24" Galv. I.P. with brass cap stamped R.C.E. 21489 in monument well, monument well set flush in pavement
 - Lot corners are marked with 1/2" rebar, 30" long, tagged R.C.E. 21489, set 6" deep
 - Indicates 6' Public Utility Easement
 - Now offered for dedication as public streets
 - Record data per PM 19-100, K.C.R.
 - Record data per PM 18-91, K.C.R.
 - Record data per LSP 20-20, K.C.R.
 - Indicates Street Addresses
 - Access denied to Aquifer Drive and Millennium Way
 - Exterior Boundary of the land within the subdivision
- All dimensions are in feet and decimals thereof

Curve Table

Curve #	Length	Radius	Delta
C1	47.12'	30.00'	90° 00' 00"

Line Table

Line #	Length	Bearing
L26	79.38' [79.38']	N81° 13' 01"E S81° 13' 01"W]
L27	87.10' [87.10']	S69° 18' 48"W S69° 18' 49"W]
L28	122.91' [122.91']	S58° 15' 45"W S58° 15' 45"W]
L39	84.00'	S00° 00' 00"W
L40	22.44'	N87° 37' 48"W
L41	72.00'	S89° 54' 33"W

MILLENNIUM WAY

MILLENNIUM WAY

DESIGNATED
REMAINDER
8.07 ACRES

CENTER OF SEC. 34-18/21 FD. 1" I.P.
IN CONCRETE, W/ TAG R.C.E. 21489,
15" DEEP PER P.M. 20-92 K.C.R.

E 1/4 COR. SEC. 34-18/21 FOUND
2" BRASS CAP IN MONUMENT
WELL, STAMPED R.C.E. 21489
PER K.C.C.R. #3093

N89° 55' 47"E 2661.98'
[S89° 55' 47"W]
{N89° 55' 37"E 2661.47'}

CIVIL ENGINEERS
ZUMWALT
HANSEN &
LAND SURVEYORS

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0752711

SHEET TWO OF THREE SHEETS

CENTER OF SEC. 34-18/21 FD. 1"
I.P. IN CONCRETE, W/ TAG R.C.E.
21489, 6" DEEP PER L.S.P. 20-99
K.C.R.

N 1/4 OF SEC. 34-18/21
FD. 2-1/2" BRASS CAP STAMPED RCE 21489,
IN A MONUMENT WELL FLUSH IN
PAVEMENT PER K.C.C.R. #3374

COUNTY TRACT No. 915 UNIT 1

CITY OF HANFORD, COUNTY OF KINGS, STATE OF
CALIFORNIA, A PLANNED UNIT DEVELOPMENT

SURVEYOR'S NOTE

All curves are tangent unless otherwise noted.

SPECIAL MONUMENT NOTE:

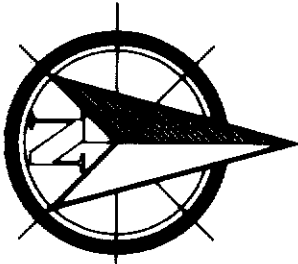
Side and Rear Lot Corners adjacent to Millennium Avenue and 12 1/2 Avenue are monumented by 1/2" rebar, 30" long, with yellow plastic tag marked R.C.E. 21489, set 6"± deep, on the lot line a distance of 14.00' (perpendicular) from the side or rear corner.

All front corners adjacent to streets are monumented as witness corners, set on the P.U.E. line and are marked by 1/2" rebar, 30" long with a red plastic tag stamped "Cont. Pt., R.C.E. 21489", and set 6"± Deep, except as shown otherwise.

LEGEND

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- All dimensions are in feet and decimals thereof

Line Table			Line Table			Line Table			Line Table			Line Table			Line Table		
Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing	Line #	Length	Bearing
L1	30.00'	N89° 54' 33"E	L6	19.83'	S00° 05' 27"E	L11	19.83'	S89° 54' 33"W	L16	19.83'	S88° 55' 44"W	L21	9.24'	S59° 54' 33"W	L30	19.83'	S89° 54' 33"W
L2	30.00'	N00° 05' 27"W	L7	19.83'	N00° 05' 27"W	L12	30.17'	S83° 44' 16"E	L17	19.83'	N00° 05' 27"W	L22	71.43'	S00° 05' 27"E	L31	19.78'	N49° 03' 59"E
L3	30.00'	N00° 05' 27"W	L8	16.83'	N89° 54' 33"E	L13	19.78'	S49° 14' 53"E	L18	9.24'	N29° 54' 33"E	L23	9.23'	S60° 12' 35"E	L32	4.29'	S00° 05' 27"E
L4	30.00'	S89° 54' 33"W	L9	16.83'	S00° 05' 27"E	L14	30.17'	N24° 33' 58"W	L19	2.20'	N89° 54' 33"E	L24	30.17'	N15° 42' 22"E	L33	9.23'	N59° 54' 36"E
L5	19.83'	N89° 54' 33"E	L10	19.83'	S00° 05' 27"E	L15	21.19'	N44° 50' 44"E	L20	98.35'	S00° 05' 27"E	L25	30.17'	S80° 33' 00"W	L34	9.24'	N60° 05' 27"W



SCALE: 1"=40'



Curve Table				Curve Table			
Curve #	Length	Radius	Delta	Curve #	Length	Radius	Delta
C1	47.12'	30.00'	90° 00' 00"	C15	1.38'	99.83'	0° 47' 35"
C2	47.12'	30.00'	90° 00' 00"	C16	19.45'	30.17'	36° 56' 30"
C3	31.15'	19.83'	90° 00' 00"	C17	31.15'	19.83'	90° 00' 00"
C4	31.15'	19.83'	90° 00' 00"	C18	17.84'	99.83'	10° 14' 29"
C5	21.72'	99.83'	12° 27' 57"	C19	3.88'	99.83'	2° 13' 30"
C6	14.88'	30.17'	28° 15' 48"	C20	30.81'	19.83'	89° 01' 11"
C7	34.14'	30.17'	64° 50' 38"	C21	5.94'	99.83'	3° 24' 23"
C8	57.77'	30.17'	109° 42' 22"	C22	6.47'	99.83'	3° 42' 47"
C9	8.74'	30.17'	16° 35' 56"	C23	25.21'	30.17'	47° 52' 44"
C10	12.61'	99.83'	7° 14' 23"	C25	29.74'	30.17'	56° 28' 50"
C11	26.44'	16.83'	90° 00' 00"	C26	11.05'	99.83'	6° 20' 40"
C12	12.62'	99.83'	7° 14' 32"	C27	54.95'	30.17'	104° 21' 34"
C13	7.15'	30.17'	13° 35' 16"	C28	57.76'	30.17'	109° 42' 05"
C14	31.16'	30.17'	59° 10' 19"				

609 N. IRWIN ST.

HANFORD, CA. 93230

PH. (559) 582-1056

FILE NO. 0752711

SHEET THREE OF THREE SHEETS

**ZUMWALT
HANSEN &
LAND SURVEYORS**

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 915 Unit I

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 15th day of June, 2023, by and between Enclave 66, LLC., ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 915 Unit I ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 915 Unit I, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

a. SUBDIVIDER, at SUBDIVIDER's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER.

SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made."

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City.

c. The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified, except with fifteen (15) days prior written notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

SUBDIVIDER shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBDIVIDER's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

d. SUBDIVIDER hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

e. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act (“OSHA”). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers’ Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives

of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust

control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVEMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions

that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This

Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

24th day of MAY, 2023.

SUBDIVIDER:

Enclave 66, LLC.
A California Limited Liability Company

By: _____

Daniel Bailey, Manager

CITY OF HANFORD APPROVAL:

By: _____

Lisa Dock, P.E.
City Engineer, City of Hanford

ATTEST:

By: _____

Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$205,030.00

Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$104,700.00

Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$232,029.00

Curb and Gutter and Other Concrete Construction

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$43,453.00

Street Surfacing

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$241,015.38

Unit 1

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$50,000.00**

Street Barricades

Install street barricades as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$4,400.00**

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications. **\$187,495.00**

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications. **\$4,800.00**

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements. **\$64,300.00**

Earthwork Improvements

• Excavation & Compaction	Total based on
• Subgrade Compaction & Fine Grade	41% of project
• Final Lot Grading	in city ROW
Total	<u>\$75,458.45</u>
• Total Improvements subject to Plan Review & Insp. Fees	<u>\$1,212,680.83</u>
• Total Improvements with additional 10% Contingency	<u>\$1,333,948.91</u>
• Total Improvements with additional 20% Prevailing Wage	<u>\$1,600,738.70</u>

Private Utilities

• Applicant Install Utilities Onsite Construct	<u>\$42,883.67</u>
--	---------------------------

Total Estimated Improvement Cost (To be bonded with Final Map) \$1,643,622.37

SECURITY REQUIREMENTS

Performance	<u>\$1,643,622.37</u>
Labor and Materials (50%)	<u>\$821,811.18</u>
Warranty (Minimum 12-mo. from N.O.C.) (10%)	<u>\$164,362.24</u>

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 27,872.45

Total City Engineering Review and Inspection Fee obligation	\$ 37,797.45
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 37,797.45</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

12th Ave. Sewer Benefit District, Acct. #161-2161-5494 (6.052 Ac @ \$960.01/Ac)	\$ 5,809.98
(Determined at completion of final map review.)	

Street Sign Fee, Acct. #001-2010-4937 (6 @ \$200.00 Ea.)	\$ 1,000.00
(Per intersection cost for sign blades furnished by City.)	

Final Map Review Fee, Acct. #001-2010-4937	\$ 950.00
(Determined at completion of final map review.)	

Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937	\$ 37,797.45
(Additional fees to be determined at completion of final map review)	

Storm Drainage Impact Fees, Acct. #184-2184-5504 (N/A)	\$ 15,467.19
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Building Dept. block wall plan review fees paid from Acct. #001-2010-4937	\$ 647.03
(Additional fees, if any, to be determined at completion of block wall plan review)	

SUBTOTAL	<u>\$ 61,671.65</u>
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PAID:	<u>\$ 56,951.60</u>
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BALANCE DUE:	<u>\$ 4,720.05</u>
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PERFORMANCE BOND

Bond Number: 100063190

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC of
17 Mayfair Drive, Rancho Mirage, CA 92270, hereinafter
referred to as the Principal, and Merchants Bonding Company (Mutual)
as Surety, are held and firmly bound unto The City of Hanford - Engineering Department
of 37 N. Douty Street, Hanford, CA 93230, hereinafter
referred to as the Oblige, in the sum of One Million Six Hundred Forty-Three Thousand Six Hundred Twenty-Two & 37/100 Dollars
(\$1,643,622.37), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 15th day of June
2023, for Tract 915, Unit I - Street Lighting, Street Barricades, Fencing, Landscaping, Irrigation System,
Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 15th day of June, 2023.

Enclave 66, LLC

(Principal)

By [Signature] (Seal)

Merchants Bonding Company (Mutual)

(Surety)

By [Signature] (Seal)
Lynnette Long Attorney-In-Fact

PAYMENT BOND

Bond Number: 100063190

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC
_____ of
17 Mayfair Drive, Rancho Mirage, CA 92270, hereinafter
referred to as the Principal, and Merchants Bonding Company (Mutual)
as Surety, are held and firmly bound unto The City of Hanford - Engineering Department
of 37 N. Douty Street, Hanford, CA 93230, hereinafter
referred to as the Oblige, in the sum of Eight Hundred Twenty-One Thousand Eight Hundred Eleven & 18/100 Dollars
(\$821,811.18), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 15th day of June
2023, for Tract 915, Unit I - Street Lighting, Street Barricades, Fencing, Landscaping, Irrigation System,
Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities
copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all
persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all
duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety
being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it
being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling
the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum
period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of
the state in which the project, or any part thereof, is situated, or in the United States District Court for the
district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
hereunder.

SIGNED, SEALED AND DATED this 15th day of June, 2023.

Enclave 66, LLC

(Principal)

By [Signature] (Seal)

Merchants Bonding Company (Mutual)

(Surety)

By [Signature] (Seal)
Lynnette Long Attorney-In-Fact

MAINTENANCE BOND

Bond Number: 100063190

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC

of

17 Mayfair Drive, Rancho Mirage, CA 92270

, hereinafter

referred to as the Principal, and Merchants Bonding Company (Mutual)

as Surety, are held and firmly bound unto The City of Hanford - Engineering Department

of 37 N. Douty Street, Hanford, CA 93230

, hereinafter

referred to as the Oblige, in the sum of One Hundred Sixty-Four Thousand Three Hundred Sixty-Two & 24/100 Dollars
(\$164,362.24), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the The City of Hanford - Engineering Department

dated

June 15

, 2023

, for Tract 915, Unit I - Street Lighting, Street Barricades, Fencing, Landscaping,

Irrigation System, Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
one (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of one (1) year(s) from and after NOC Date
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of June, 2023

Enclave 66, LLC

(Principal)

By

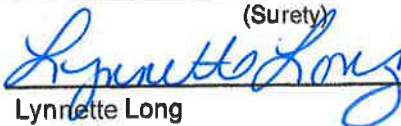


(Seal)

Merchants Bonding Company (Mutual)

(Surety)

By


Lynnette Long

(Seal)

Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of June, 2023.



William Warner Jr.
Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky

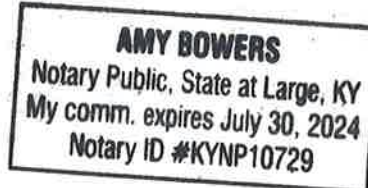
County of Jefferson)

On June 12, 2023 before me, Amy Bowers, Notary Public
(insert name and title of the officer)

personally appeared Lynnette Long,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amy Bowers (Seal)



	SUBDIVISION GUARANTEE	
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CLTA Guarantee Form No. 14 – Subdivision Guarantee

SUBDIVISION GUARANTEE

ISSUED BY

ORANGE COAST TITLE COMPANY
2151 E. CONVENTION CENTER WAY, SUITE 102
ONTARIO, CA 91764
(909) 987-5433

Subject to the exclusions from coverage, limits of liability and the conditions and stipulations attached hereto and made a part of this guarantee,

Real Advantage Title Insurance Company
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Paragraph 4 of Schedule A.

THIS GUARANTY DOES NOT REPRESENT THE ACTUAL STATUS OF TITLE TO THE SUBJECT PROPERTY.

	SUBDIVISION GUARANTEE	
--	------------------------------	--

Real Advantage Title Insurance Company**SCHEDULE A****Subdivision Guarantee****Guarantee Number: CA-2830-2310961-140**

Guarantee Order No. 140-2310961-20

Liability \$10,000

Fee \$250.00

Date of Guarantee: May 26, 2023

1. Name of Assured: County of Kings and City of Hanford.
2. Subdivision Map Reference: County Tract No. 915 Unit 1
3. The map referred to above recites that it is a subdivision of the following described Land:

Being a subdivision of a portion of the Omitted Parcel shown n Parcel Map recorded December 6, 2012, in Book 19 at Page 100 of Parcel Maps, in the office of the Kings County Recorder, located in the City of Hanford, County of Kings, State of California, and being a portion of the Northeast Quarter of Section 34, Township 18 South, Range 21 East, Mount Diablo Base and Meridian.

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Enclave 66, LLC, a California limited liability company, as owner

The signature of one of the following parties will be required as trustee or beneficiary under deed of trust recorded March 17, 2022 as Instrument No. 2205140 of Official Records:

Trustee: Orange Coast Title Company

Beneficiary: SDP REIT, LLC, a Delaware limited liability company and SDP Financial 2020, LP, a Delaware limited partnership

The signatures of the parties named hereinafter as owners of the interests set forth, may be omitted under the provisions of section 66436, subsection (a) (3)(A)(i-viii) of the subdivision map act, their interest is such that it cannot ripen into a fee title and said signatures are not required by the local agency:

City of Hanford, holder of an easement for water transmission pipeline, by deed recorded July 14, 2006, as Instrument No. 0620689, Official Records.

Southern California Edison Company, holder of an easement for public utilities, by deeds recorded June 30, 2008 as Instrument No. 0812387, Official Records.

The signatures of the parties named hereinafter as owners of the interests set forth, may be omitted under the provisions of section 66436, subsection (a) (3)(B) of the subdivision map act, their interest is such that it cannot ripen into a fee title and said signatures are not required by the local agency:

Mussel Slough Inc., holder of oil, gas and mineral rights, by deed recorded October 17, 2003, as Instrument No. 0330148, Official Records.

Lucy Capdeville, holder of oil, gas and mineral rights, by deed recorded December 30, 1948 , in Book 418 Page 133, Official Records.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. *Except to the extent* that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. *Notwithstanding* any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

REAL ADVANTAGE TITLE INSURANCE COMPANY

By: 

William D. Burding, Jr. - Executive Vice President & General Counsel

AUTHORIZED COUNTERSIGNER:

BY: R W Harper



ENCLAVE 66 HANFORD HOMEOWNERS ASSOCIATION

ASSOCIATION MAINTENANCE MANUAL

A customized inspection and maintenance guide designed to aid in effectively managing the interests of your community.

This Association Maintenance Manual has been written exclusively for ***Enclave 66 Hanford Homeowners Association***.

Introduction

This Association Maintenance Guide has been prepared specifically with the Homeowners Association in mind. It is an important tool in helping the ***Enclave 66 Hanford Homeowners Association*** Board members establish a comprehensive preventive maintenance program to extend the life and appearance of the components within the community.

Getting Started

This guide contains descriptions and examples of the components, materials, and amenities found in the common areas of the community for which the Homeowners Association is responsible. It provides the inspection and primary preventive maintenance tasks needed for a successful maintenance program. It also contains instructions and precautions intended to help the Homeowners Association Board members and homeowners ensure they are using the community in a way that preserves its integrity and performance.

ENSURING PROPER IMPLEMENTATION

The maintenance information and program outlined in this guide will only be as effective as the implementation. Without a clearly defined strategy for implementing maintenance, diligent adherence to that system, and conscientious follow-up to ensure all maintenance items are completed per the recommended schedule, the proper maintenance of the common areas and amenities will not be achieved.

To ensure effective implementation of this guide, it is strongly recommended that the Association's Board of Directors and/or its representatives:

1. Consult Experts and Professionals.

Employ licensed landscape contractors and/or landscape architects and building experts to regularly assess the condition of the components within the development. Based on the information provided by these experts, make adjustments to the maintenance schedules and budgets to assure adequate funding of operation and reserves.

For maintenance tasks outside maintenance staff expertise or ability, it is best to hire licensed professionals. Hiring vendors without proper licenses, bonding, and insurance is risky.

2. Document Maintenance and Inspections.

Make copies of the logs included in this guide and use them to record the specifics of each maintenance task performed: date, time, task, company or person responsible, verification, results (workmanship quality), and any necessary follow-up.

3. Perform Annual Audits.

Schedule a reserve study consultant to perform an annual audit of the property and maintenance log. Place an annual maintenance audit reminder on the calendar to ensure that the Association property is regularly inspected to assess the condition of the components. Review **all** maintenance logs to verify that all scheduled maintenance has been performed.

4. Revise the Homeowners Association Maintenance Guide and Schedules.

Update this Maintenance Guide and the schedules as the Association's needs change. One of the benefits of regularly scheduled maintenance inspections, reports, record logs, and audits is that a clearer picture of the maintenance needs will result over time. As these evolve and become more distinct, the Maintenance Guide should reflect the community's changing **Consult Manufacturer Documentation**.

It is important for the Homeowners Association to be familiar with the owner's manuals that came with the products installed in the community. In the event of a conflict between the guidelines in this guide and those provided by the manufacturer of any component in the community, the manufacturer's guidelines prevail.

ICON KEY

Icons draw attention to especially important information:



Caution: The *Caution* icon brings attention to conditions and maintenance steps that, if not properly followed, may result in damage to the facilities.



Warning: The *Warning* icon points out conditions that could be hazardous to the Association members or their guests if not properly addressed.



Note: The *Note* icon indicates points of interest related to the current subject.

INTENT AND LIMITATIONS

The intent of this guide is to identify the major components for which the Homeowners Association is responsible for maintenance and describe the tasks necessary to extend the life and appearance of the components within the community. The guide is to serve as a recommendation for the Board of Directors, homeowners, and the Association's management company. Implementation of these recommendations should be under the control of the Homeowners Association-appointed representative of ***Enclave 66 Hanford Homeowners Association***. It **will** also provide some continuity between governing boards when there are changes in management personnel.

Limitations. The common area components included in this guide are based upon the Builder's direction, the Association budget, and the CC&Rs. The maintenance recommendations are based on typical products and components installed in residential communities. The products and components installed in the community or those that may be added by the Homeowners Association later. Since it is not possible to foresee every potential maintenance need that might arise, this guide is not all-encompassing and should not be considered the sole source of information concerning maintenance requirements for ***Enclave 66 Hanford Homeowners Association***. Used in conjunction with other

authoritative information and expert advice available, it will provide an excellent basis for strategic planning.

CALGreen. The State of California passed a new, greener building code effective January 1, 2011. The code, referred to as CALGreen, requires that owners be provided with an operation and maintenance manual for their homes and communities. This guide is to remain with the building throughout the life cycle of the community. (2016 California Green Building Standards Code, Section 4.410.1.1.)

Preventive Maintenance. Cost-effective maintenance includes attending to immediate maintenance needs and implementing a comprehensive preventive maintenance program. Preventive maintenance is important in extending the life and maintaining the appearance of the components within the community. This is key for maintaining property value.

Maintenance Needs. This guide was written based on normal use in average environmental and weather conditions. The maintenance needs of *Enclave 66 Hanford Homeowners Association*, however, are never fully predictable. *Enclave 66 Hanford Homeowners Association* is subject to all types of unusual weather conditions, normal and abusive use, vandalism, and the unexpected. The maintenance frequencies recommended by this publication are based on industry standards and the best information currently available; however, adjustments may be necessary to compensate for either adverse or exceptional conditions. Over time, the maintenance requirements of the community will undoubtedly change. Products or components may change as replacements are made. This is another reason to update the Maintenance Guide.

Manufacturer Recommendations. In the event that any builder or manufacturer recommendation conflicts with the recommendations in this guide, the builder or manufacturer guidelines prevail.

BENEFITS OF USING THIS GUIDE

There are several great reasons to follow the recommendations found in this guide:

- They collectively serve as an excellent management tool in helping inspect the community and schedule maintenance.
- The CC&Rs, California State Law (Civil Code Title 7), and conditions of the Builder's warranty require that the community implement this guide. The Homeowners Association is required to properly maintain the community in order to retain full rights to have the Builder correct construction deficiencies during and after the warranty period.
- Preventive maintenance saves money, time, and helps prevent potential injuries.
- Property values tend to be higher with proper maintenance.

Implementation of the preventive maintenance tasks and schedules in this guide will maximize the beauty of *Enclave 66 Hanford* and help ensure that every component's intended life expectancy is reached. It is a good idea to create a standing agenda item at each Board meeting to ensure that proper implementation is taking place. The Board should contractually require that any property management and/or property maintenance companies implement the recommendations in this guide.

Site Maintenance

This chapter addresses the maintenance needs of the community's site features and components.

Back Flow Preventers

Three different types of backflow preventers are often installed in communities. They service the various water supply systems for irrigation, domestic water, and fire sprinklers (if installed). A backflow preventer is designed to prevent contamination of the city water supply by stopping backflow from the building's water systems. Each city and state has their own requirements for certification and inspection. Confirm the requirements with the city in which the community is located.



Backflow Preventer (Park Strip)

Important Information

- Monitor Discharge.** Periodic discharge of water from the relief valve is part of the backflow preventer's intended function. However, if there is a noticeable water bill increase or excessive leaking, have the unit professionally inspected and repaired as needed.

Recommended Maintenance Tasks	Frequency
Inspect for leaks and vandalism.	Monthly
Schedule a licensed inspector to check for leaks and re-certify.	Annually or per local codes

Effects of Deferred Maintenance

Failure to examine and repair backflow units may result in malfunction and affect nearby turf, trees, and other plant life. Ineffective backflow prevention may contaminate the domestic water supply.

Common Area Power Controller

The common area power controller, often referred to as a Meyers Box, regulates the common area power to equipment such as irrigation controllers and area lighting.



Common Area Power Controller



Note: The common area power controller operates on circuit breakers, like all other electrical components. They may require replacement over time, as they will become worn and eventually fail.

Recommended Maintenance Tasks	Frequency
Oil hinges..	Quarterly
Paint boxes.	Every 1 to 2 years and as needed

Effects of Deferred Maintenance

Keep water and plants off the common area power box to help prevent against rusting and diminished appearance.

Irrigation System

IRRIGATION SYSTEM: GENERAL RECOMMENDATIONS

A comprehensive maintenance program will help ensure the reliability of the irrigation system. The irrigation system includes all of the components necessary for distributing water to the community's landscaping. When installing additional irrigation equipment, make sure the new equipment is compatible with the system that is already installed.



Note: The Association is responsible for the landscaping and irrigation system located in the park areas in Unit I and Unit II and the perimeter landscaping outside the walls of the

development along 12 ½ Avenue, Millennium Way, Union Street and along Cardinal Avenue and Falcon Avenue.



Warning: As part of a water conservation program, the community may use reclaimed water for irrigating. **Reclaimed water is not safe to drink.**



Irrigation Controller



Wireless Solar-Sync

Water Conservation

Following are some suggestions for conserving water with your irrigation system:

- Water the lawns and landscaping during the coolest and least windy part of the day (usually early morning) to reduce water loss through evaporation.
- Make sure the irrigation system is not watering the yard on rainy days, or immediately before or after it has rained. Even on dry days, make sure the system is not over-watering the plants or over-saturating the soil. Re-program the system seasonally and as necessary to adjust to weather conditions.
- Make sure that the irrigation spray is not watering paved surfaces. Sweep driveway and pathways, rather than hosing them down.
- If adding or replacing an irrigation system, select a high-efficiency system with a timer and a moisture sensor controller or **rain** delay controller. Drip irrigation is much more efficient than spray/sprinkler irrigation.

- Put an automatic shut-off/trigger nozzle on the garden hose(s) in order to prevent water waste.

How the System Works

The irrigation controller is the master control that regulates the irrigation process. It controls how often the irrigation system disperses water by turning the irrigation valves on and off according to a programmed watering schedule. The controller has a battery backup which should be inspected after power outages to verify that the timing schedule has not been lost if the battery was not fresh.

Only water when plants and weather conditions require. Watering is typically best done in the early morning when wind and temperatures are low. Evening watering may encourage plant diseases when foliage is wet all night. In addition, once plants are established, watering tends to be more effective when done less often and deeper, if weather and soil conditions allow. *Apply water only in amounts necessary for plant health. Unusual increases in water bills can be indications of leaks in the irrigation system.*

Changing short-term weather conditions and seasonal changes will require fine-tuning the program for proper watering. During wet seasons or extended rainy periods, shut down the controller until additional water is needed in the landscaped areas. Controllers that utilize rain sensors are advisable. The goal is to apply only as much water as the plants need for healthy growth.

Because plant growth and weather vary by month, inspect water application amounts on a monthly and seasonal basis and adjust as needed to allow for site-specific conditions. Exposure, weather, soil variables, and other factors which cannot be predicted will affect the amount of water needed. Adjust irrigation schedules accordingly.



Caution: Check the system after electrical storms, as lightning strikes may affect the system.

Mainline and Lateral Pipes

The mainline and lateral pipes carry water from the water source to, and between, the disbursement points (sprinkler heads). Mainline (supply) pipes are "hot" (always pressurized) and connect the valves to the water source. Lateral pipes are filled with water only when a remote control valve is opened to serve a group of sprinkler heads.



Caution: Repair plastic (PVC) irrigation supply and lateral pipes immediately when a leak is detected. As with the other components of the irrigation system, repairs that are not attended to immediately could result in long-term damage to plant life and cause soil erosion in the affected areas.

Recommended Maintenance Tasks	Frequency
Examine controller for moisture damage and corrosion. Inspect for dead backup batteries, loose connections, deteriorated weatherproofing, and damaged hardware.	Weekly
Check the controller to ensure that the scheduled program is working properly, and adjust for proper watering.	Weekly
Adjust each irrigation station run time in response to changing weather conditions and plant needs. Record changes to irrigation settings.	Weekly and as needed
Reset the controller schedule for Daylight Saving Time and after any power failures. Keep a fresh battery in the clocks to minimize the need for resetting.	Twice per year and as needed
Replace the backup battery.	Annually
Replace the controller(s) as they fail.	Every 4-5 years and as needed.

Effects of Deferred Maintenance

Failure to examine the controllers may result in inadequate or overwatering which, even for a short period of time, may be disastrous to surrounding landscaping.

Overwatering may cause water accumulation that may lead to plant death, pavement failures, slippery pavement, and surface waterproofing problems.

DRIP SYSTEM

Drip emitters disperse water from the irrigation system to the plants. Every attempt has been made to provide efficient coverage for all areas irrigated by the drip emitters. However, because every area is a unique shape, with varying sun, wind, and soil conditions, dry (or wet) spots may develop.

Important Information

Monitor for Oversaturation. The drip irrigation system is extremely efficient at delivering water to the plants' root system. As the plants mature, they typically require less water from the drip emitters. Inspect the plants for signs of oversaturation, and adjust the drip irrigation system as needed.

Recommended Maintenance Tasks	Frequency
After any irrigation repair, flush piping and re-test for proper function.	As needed
Check for broken or clogged emitters.	Monthly
Operate the air and flush valves.	Quarterly

Effects of Deferred Maintenance

Failure to examine, replace, and adjust sprinkler system components may result in inadequate or surplus water supply, affecting nearby turf, trees, and other plant life. Over watering will eventually lead to soil erosion, and could harm nearby structures and/or hardscape surfaces

SPRINKLER HEADS

Irrigation sprinklers disperse water from the irrigation system to the plants. Irrigation systems are designed to provide double-coverage for all areas irrigated by the sprinkler system. However, because every area has a unique shape with varying sun, wind, and soil conditions, dry or wet spots may develop.



Sprinkler Head

Important Information

- **Risers.** As shrubs and ground covers grow, it may be necessary to add risers to certain sprinkler heads or cut back shrubbery so spray patterns are not blocked. It may be necessary to stake irrigation heads for risers 12 inches or taller to maintain performance. Taller heads can start to tilt or sway if not secured.
- **Prevent Overspray.** The sprinkler patterns have been chosen to keep overspray to a minimum; however, windy conditions, plant growth, and other factors will sometimes result in isolated overspray or underspray problems. Inspect regularly to identify such areas. Make necessary adjustments immediately.
- **Repairs.** Flush and re-test the piping after repairs to the irrigation system to ensure the sprinklers are functioning properly and providing adequate coverage.



Caution: Keep water off structures and hardscape to prevent damage and slipping hazards

Check for broken or improperly adjusted sprinkler heads, clogged or worn nozzles and gear drives, grit in seals or moving parts, and physical damage.

Examine for appropriate sprinkler coverage. Prevent overwatering and minimize overspray. Inspect for proper spray patterns, and ensure that structure walls are not in the spray pattern. Adjust the riser height of sprinklers as needed.

Compare and analyze plant and site conditions to determine if the water amounts are appropriate. Make adjustments if necessary.

Recommended Maintenance Tasks

Monitor the amount of water being applied and adjust, if necessary.

Check for broken or improperly adjusted sprinkler heads, clogged or worn nozzles and gear drives, grit in seals or moving parts, and physical damage.

Examine for appropriate sprinkler coverage. Prevent overwatering and minimize overspray. Inspect for proper spray patterns, and ensure that structure walls are not in the spray pattern. Adjust the riser height of sprinklers as needed.

Compare and analyze plant and site conditions to determine if the water amounts are appropriate. Make adjustments if necessary

Frequency

Weekly

Monthly and as needed

Monthly

Annually or as needed.

Effects of Deferred Maintenance

Failure to check, replace, and adjust the sprinkler system components may result in an inadequate or surplus water supply, which may affect plant life. Consistent overwatering eventually leads to soil erosion and may damage the buildings and hardscapes.

VALVES

Valves are remotely controlled by the irrigation controller and regulate the flow of water throughout the system.



Important Information

Test Water Pressure. The water pressure supplied to the valves should be at least 50 psi, not exceeding 60 psi. Test the system upstream of the valve connection and adjust/install a pressure regulator as needed

<u>Recommended Maintenance Tasks</u>	<u>Frequency</u>
Manually operate and visually inspect the valves to ensure they are operating properly.	Monthly
Check for diaphragm or seat wear, sticking solenoids or diaphragm, corrosion of wire connections, clogged screens and orifices, and debris or stones lodged under the valve.	Annually
Examine quick coupling valves, and ball or gate valves.	Monthly

Effects of Deferred Maintenance

Delayed or neglected repairs may result in damage to landscaping and adjacent hardscape

Landscaping

LANDSCAPING: OVERVIEW

Builder-installed ground cover, turf, trees and shrubs have been selected for their compatibility with each other, as well as with architectural, site, and soil conditions. They grow at varying rates depending on climatic conditions, maintenance, and a host of other factors. The important thing to keep in mind is that the landscaping is a dynamic, living system and proper care is critical for it to mature successfully.

When installing additional plants, always choose plants that are compatible with existing plants, and "hydrozone" to group plants into zones based on the plants' watering (and shade/sun) requirements. Keeping plants' roots, stems, and branches away from the foundation will help prevent pests from entering the buildings and will make it easier to inspect the foundation for termite tunnels or any other issues; it will also prevent the need to irrigate near the foundation and it may reduce the need for pruning.

When adding new plants to the landscaping, select native plants or plants that are suited to the development's climate and that require little, if any, irrigation. Native plants are also more likely to be adapted to local insect species, so they are less likely to require the application of any insecticides. Be careful to avoid introducing any plants that have been deemed to be "invasive" species in the region. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

Turf grass typically requires much more water than groundcover or shrubs, so the less grass/lawn area the community has, the less irrigating will be required. If adding grass seed or turf, select a drought-tolerant variety.



Note: The Association is responsible for the landscaping and irrigation system located in the unfenced front and side yards of the perimeter lots and within the landscape strip located between the sidewalk and the back of the curb along Worthington Circle.

General Guidelines

Adjust the Maintenance Schedules

The maintenance needs of the plants may change over time with the seasons and plant growth; apply these changes to the long-term maintenance plan.

- **Choosing and Maintaining Plants**

If the community has significant steep banks, selection and maintenance of plants and watering may have important consequences for drainage and erosion control. Keep plants from overgrowing drainage swales, and repair swale blockages immediately. Diligently maintain common greenbelt areas to prevent flooding. When installing new plants, consult with a local landscape architect or nursery regarding plants that are appropriate to local soil and other conditions.

- **Maintain Healthy Soil**

Add mulch and compost to the landscaped areas periodically, as needed. Incorporate 2-4 inches of compost into the top 6-12 inches of soil, except for plant species that do not thrive in soil with that much organic matter. Use fully stabilized, certified compost as a soil amendment where appropriate. Compost can increase water-holding capacity and plant nutrient availability. Also maintain a minimum of 2-3 inches of natural mulch on all landscaped soil surfaces, at least until plants grow to cover the soil. Do not place mulch directly against plant stems or trees. Use organic mulch materials, such as fallen leaves or chipped landscape debris. Using mulch can conserve water, reduce weed growth, and add nutrients to the soil.



Warning: Always closely follow the manufacturer's recommendations for insecticides, garden chemicals, and fertilizers that are used in the community. Some may be toxic and should be stored safely *away* from children and pets. Try minimal, natural controls first, if possible.



Caution: Be sure to avoid introducing any plants into the landscape that have been deemed to be "invasive" species in the region where the community is located. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

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Warning: Always closely follow the manufacturer's recommendations for insecticides, garden chemicals, and fertilizers that are used in the community. Some may be toxic and should be stored safely away from children and pets. Try minimal, natural controls first, if possible.



Caution: Be sure to avoid introducing any plants into the landscape that have been deemed to be "invasive" species in the region where the community is located. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

SHRUBS AND VINES

Consult with a local landscape expert to determine the optimal fertilization schedule for the shrubs and vines in the community. Shrubs that are planted in the same bed as ground cover typically benefit from the fertilizer applied to the ground cover and additional fertilizer is usually not needed. However, periodically assess the shrubs' response to the recommended fertilization program and make adjustments as necessary.



Association-Maintained Shrubs

Important Information

Always Use a Trellis. Do not grow vines directly on walls or fences, and never on the side of structures, as weight, water retention or roots may cause damage or prevent proper structure maintenance. Use a trellis that can be lowered, if necessary, for maintenance on the fence or wall behind it. Keep shrubs and plantings a minimum of two feet from foundations.

Recommended Maintenance Tasks

Apply fertilizer to shrubs and vines that do not share a bed with ground cover. Fertilizing is typically best done in March, May, July, and September.

Prune shrubs and plants to prevent them from becoming “rangy” and to contain their size. Prune with care not to “poodle” shrubs. Neatly prune vines and espaliered plants. Ensure they are securely attached to trellises or latticework.

Apply insecticides to control infestations (such as aphids or white fly). Apply snail bait to prevent snails from damaging shrubs and plants.

Inspect shrubs for signs of nutrient deficiency and treat as necessary. Treat fungal, bacterial, and viral infestations as symptoms appear.

Frequency

Four times per year or per landscaper recommendations

Annually and as needed

As needed and as conditions indicate

Periodically and as needed

Effects of Deferred Maintenance

Neglect may result in the deterioration of the shrubs and vines in the community, eventually requiring removal, replacement, or drastic pruning, or result in a poor appearance.

TREES

The trees in the community grow at varying rates depending upon climatic conditions, maintenance, and a host of other factors. Like the other plants, trees need regular fertilization. Consult with a local landscape expert to determine the optimal fertilization schedule. Periodically inspect the trees to evaluate the response to the recommended fertilization program and make adjustments as necessary.

When choosing new trees, consider the size of the tree at maturity to ensure that it is appropriate for the intended location. Avoid planting trees in locations where roots or limbs may impact components such as the foundation, asphalt and concrete surfaces, and walls. Do not plant trees with shallow (yet spread out) root systems within 20 feet of foundations and/or site walls. Also, consider the potential impact of trees on neighboring property.



Association-Maintained Trees

Important Information

Root Pruning. When pruning tree roots, a proportional amount of foliage should be removed at the same time as roots are pruned. *Never root prune more than 25% of a tree's surface roots in any one year.*

-Organic Mulch. Apply and maintain a minimum of 2 inches of organic mulch around the trees.

<u>Recommended Maintenance Tasks</u>	<u>Frequency</u>
Check water or breather tubes that may be installed at the tree bases to ensure proper drainage. Remove standing water from breather tubes.	Monthly
Examine trees to determine whether staking should be added, removed, or adjusted to promote growth in the appropriate direction. Staking will also help trees resist high wind gusts.	Quarterly
Fertilize within the drip line to promote healthy growth. Fertilization of trees is typically best done in March and September. Research the best fertilization schedule for the tree species installed in the community.	Twice per year
Inspect tree trunk diameters. Replace trees planted in areas less than five feet wide when the trunk diameter exceeds six inches.	Annually and as needed
Thin or lace trees while they are dormant.	Annually
Prune to remove dead, diseased, or weakened limbs and promote the healthy and symmetric growth of the tree. Remove limbs that may impact buildings under windy conditions. Do not allow tree branches to overhang roofs.	Annually and as needed
Prune tree roots to prevent the potential cracking of sidewalks or driveways. Do not begin pruning roots until three years after the initial planting.	Annually
Apply insecticides to control infestations as needed.	As needed

Failure to properly care for the trees may lead to the deterioration of their health and appearance. Improper staking or root pruning may result in long-term damage to the adjacent hardscape or structures.

TURF AND GROUND COVER

As with the other plants in the community, regular fertilization of turf and ground cover is necessary. Consult with a local landscape expert to determine the optimal fertilization schedule. Inspect periodically to evaluate the response to the fertilization schedule and make adjustments as necessary.

Weeds will be a continuous problem, more so during the early stages before plantings become fully established, and to a lesser degree thereafter. Keep all areas free of weeds.



Association Maintained Turf

Important Information

- **Pests.** Control animal burrowing.
- **Drainage.** Do not allow water to drain or flow over slopes, as this will cause erosion.

Recommended Maintenance Tasks

Mow grass (turf) areas. Gather and dispose of leaves and trash from planting areas. Remove turf as needed, by hand or spraying, from within 12 inches of tree trunks to eliminate potential damage from mowers and string trimmers.

Edge grass (turf) areas.

Cut back excess ground cover to prevent “choking” of adjacent trees and shrubs.

Apply fertilizers to replenish soil nutrients required for healthy turf and plant growth. Fertilization is usually best done in March, May, July and September.

Remove weeds. Periodically apply appropriate herbicides to control unwanted weeds and grasses.

Aerate and vertically mow turf areas to relieve soil compaction and thatch buildup, allowing air and water to reach the root system.

Apply insecticides for control of aphids, snails, etc.

Frequency

Weekly

Twice per month

Quarterly and as needed

Four times a year or per landscaper recommendations

Twice per year and as needed

Annually

As needed.

Effects of Deferred Maintenance

Failure to provide adequate maintenance may result in the deterioration of turf and ground cover, as well as a poor appearance. Soil erosion may develop in areas where ground cover and other plant life have deteriorated.

Lighting

The area lights around Willow Glen are for the safety of residents and guests, and may be used to add beauty to the community as well. Lighting fixtures may be installed on the building, poles, along walkways, or incorporated into the landscape design. They may be controlled by timers or photo cells mounted on nearby buildings or on the light unit itself.

Important Information

- Water.** Keep water off the units as much as possible. Ensure that gutters direct water to proper drainage paths, and that drainage does not occur on or around the light fixtures.
- Use Proper Lamps.** Do not exceed the lamp wattage recommended for the fixture. The heat from confined high wattage bulbs can damage the fixture encasement. Use exterior light bulbs for exterior fixtures, and use wet location light bulbs appropriately.
- Servicing.** When servicing lighting in areas with like fixtures, make note of the installation date and change all lamps when failures begin and meet expected lamp life. This will save in costly labor to restage for one fixture at a time.

Recommended Maintenance Tasks

Inspect for and replace burned out bulbs. Replacement types must be the same type as the old bulb.

Clean the encasement and fixture so light can shine at full illumination.

Check pole lighting for rust or corrosion, particularly at the bases, and repair as necessary. Examine the attachment belts and hardware as well.

Ensure that lighting timers are properly adjusted for the required time periods.

Trim tree branches that block the illumination from the pole mounted lighting.

Paint the poles.

Frequency

Monthly and as needed

Quarterly

Quarterly

Twice per year, when the time changes

As needed

Every 3-5 years.

Effects of Deferred Maintenance

Failure to provide the maintenance required may cause danger if proper illumination is not maintained. Water and lack of cleaning diminishes the attractiveness and function of this feature.

DRAINAGE AND GRADING: GENERAL RECOMMENDATIONS

Proper maintenance of the drainage and irrigation components is a critical part of the long-term protection of not only the community as a whole, but of the individual homeowner's property as well. Neglected or poor maintenance may result in moisture intrusion into the buildings or site components, as well as soil erosion and improper drainage.

Maintain proper drainage and grading to best protect the landscape and community buildings from water damage.

Water is the #1 potential hazard to the community! Be sure to keep the adjacent grade sloped *away* from the buildings to allow water to drain properly.

The community has been graded to facilitate drainage of water to the street or other approved drainage structures. It is essential to maintain a proper grade and drainage to prevent pooling that could affect foundation slabs. Furthermore, the Homeowners Association could be liable for any damage from water diverted to private property.



Important Information

- **Drainage Outlets.** Maintain outlets at drainage flow lines where fences or walls cross them. Maintain drainage-to-drainage flow lines at planters and planter areas.
- **Maintain the Grade.** Be sure to keep the grade sloped away from building foundations per local codes (typically a slope of 2% to 5%). Additionally, keep soil a minimum of four inches below the floor level and the base of siding and stucco (some experts recommend six to eight inches). Check local codes to see what is required for the city or county the community is located in.
- **Area Drains.** Area drains may be a part of the drainage system and are installed to

remove excess surface water from the landscape. It is important to keep them free from blockage in order to prevent clogging and flooding. Wood chips may float up and block drains; consider using landscaping stones for 2-3' around drains if wood chips are used in a landscaped area.

- **Drainage and Foundations.** Keep plants that require heavy watering away from foundations.
- **Preserve Drainage Design.** Landscape or hardscape additions that change slopes or grades can affect drainage. Many communities are designed to drain water from yard to yard. If the Homeowners Association installs landscape or hardscape patios, walkways, or walls) that interferes with this flow, the Homeowners Association could create a significant problem and be liable for damage. Always consult an expert when work affects drainage.
- **Burrowing Animals.** Animals that burrow can leave holes and loose soil that may lead to erosion. Inspect regularly for rodents and burrows in the landscaping, treat the problem, and immediately repair any damage that has been left.



Caution: Homeowners are often the eyes and ears of the community. Educate homeowners to report common area landscaping, drainage or irrigation problems to their Homeowners Association representative immediately.



Caution: Clear clogged drainage pipes immediately!

Recommended Maintenance Tasks

Inspect drains, inlets, and catch basins for blockages, Check downspouts carrying water from roof gutters to ensure drainage is directed to appropriate drains.

Examine surface swales to ensure that they are draining freely to catch basins and/or drain inlets with no blockage or ponding. Maintain a minimum grade of 2%. Repair conditions that limit surface drainage.

Trim ground cover and remove debris around drain inlets and swales.

Clean out inlets, catch basins, and drainage lines to keep them free of debris.

Inspect to ensure that the grade slopes away from building foundations to prevent water accumulation. Reslope the grade as needed.

Ensure that the grade is kept below the level of the stucco weep screeds, masonry wall flashings, etc. to prevent water infiltration into buildings.

Frequency

Monthly in dry seasons/weekly in wet seasons

Monthly

Quarterly and as needed

Twice per year

Annually

Annually

Effects of Deferred Maintenance

Landscape drain blockages may lead to flooding in lower ground areas, surrounding lawns, or plants. Severe flooding may also affect nearby hardscape or structures, as well as contribute to soil erosion.

EXPANSIVE SOILS

Some communities have "expansive" soils, meaning the soil is subject to expansion and contraction due to changes in moisture content. Because of this, overwatering can crack building foundations and damage exterior improvements. Therefore, it is important to carefully monitor watering patterns and make sure drains are installed and working properly.

While foundations and slabs are designed with sufficient strength for a reasonable level of volume change, it is important to minimize the moisture fluctuations in the soil under and around buildings.

For future exterior alterations and improvements, it is extremely important to consult a licensed soils expert to test the degree of expansiveness and to design improvements accordingly. The builder has control over the quality of materials, construction procedures, and labor used in any improvement made. Be certain that appropriate design and construction criteria are incorporated and followed.

STORM DRAINS

Storm drains carry away large quantities of runoff water from storms, irrigation, or other water sources from the paved surface areas within the community.



Storm Drain Inlet

Important Information

- **Learn About Water Pollution Prevention.** If the Builder did not provide information specific to Enclave 66, consult the website for the city or county where the community is located for tips about preventing storm water pollution. The Environmental Protection Agency website is another excellent resource for learning about and identifying Storm Water Pollution Prevention measures and requirements and can be found at www.epa.gov. Some suggestions for preventing storm water pollution can also be found on following pages of this guide.

Determine Who is Responsible. Consult with local governing authorities for storm drain maintenance requirements specific to the county or city where the community is located. Some storm drains are maintained by the City or County, while others are the responsibility of the community. It is important that the Homeowners Association know who is responsible for the storm drains in Enclave 66.

Recommended Maintenance Tasks

Visually inspect storm drains for obstructions.

Remove dirt, mud, and debris to keep drain clear.as needed.

Frequency

Quarterly and at beginning of rainy season

As needed

Effects of Deferred Maintenance

Failure to maintain the storm drains may result in flooding of the community in the event water does not properly drain. Improperly maintained storm drains may also cause harm to the environment if polluted runoff water is not properly managed.

STORM WATER POLLUTION PREVENTION

It is the Homeowners Association's responsibility to properly dispose of contaminants that may harm the quality of the ocean, rivers, lakes, and water supplies.

The following information is excerpted from the Environmental Protection Agency publication titled "10 Things You Can Do to Prevent Stormwater Runoff Pollution."

Ways to Prevent Water Pollution

- Wash automobiles at a car wash instead of in the driveway.
- Avoid pesticides; learn about Integrated Pest Management (1PM).
- Vegetate bare spots in landscaping.
- Compost yard waste.
- Use fertilizers sparingly and sweep up driveways, sidewalks, and roads.
- Direct downspouts away from paved surfaces.
- Pick up after pets.
- Never dump anything down storm drains.
- Inspect for automobile **leaks** and recycle motor oil.

Additional Information

Contact the local Regional Water Quality Board and ask to speak with someone about storm water pollution control programs. Go to the Environmental Protection Agency's website for additional information and resources at www.epa.gov.

ENTRYWAY

The community's entryway is the first impression residents, visitors, and prospective buyers receive. "Curb appeal" is an important factor in maintaining property values. It is important to maintain a neat appearance. Flowers may be planted to add color. Be sure to inspect this area on walk-throughs.

Recommended Maintenance Tasks

- Sweep or use a leaf blower to clear the area of debris.
- Replant flowers to maintain a fresh, bright appearance, in keeping with the original landscape plan.
- Paint and touch up the community's monument sign.

Frequency

- Weekly
- Quarterly
- Every 2-3 years and as needed

SITE AMENITIES - Park

A variety of decorative products may have been installed to add to the style of the Park and make the community a pleasant and comfortable place for residents and guests to enjoy.

These products are manufactured off-site and are not integral to the preservation and functionality of the building(s) and site and are not a factor in consideration of health and safety issues. Examples of such products are: benches, and playground equipment.

Inspect these items as part of the Board or maintenance staff's periodic walk-through of the community and make repairs or replacements as needed. Include the cleaning of these components in the community's regular cleaning schedule.

Refer to the manufacturer's documentation for each product for special instructions pertaining to cleaning, maintenance, and use of the components.

<u>Recommended Maintenance Tasks – Units 1 and 2</u>	<u>Frequency</u>
Clean site amenities and decorative products as part of routine leaning, per the product manufacturer's recommendation.	Weekly
Mow grass and blow off sidewalks, curbs and gutters.	Weekly
Remove any weeds over 2" high or wide from shrub beds.	Weekly
Replace any bark that has been knocked out of planters and smooth mulch layer if it has been disturbed.	Weekly
Treat any grass, shrubs, or trees with signs of disease or pest infestation. Replace dead plants.	Weekly
Prune low-hanging branches that interfere with safe use of the park.	Weekly
Look for breaks or other damage to irrigation. Make emergency repairs and make requests to HOA for authorization to make substantial permanent repairs.	Weekly
Empty trash cans.	Weekly
Check depth of mulch in shrub beds and top off to 3" where not fully covered by plant material.	Quarterly
Check lighting to confirm in good working order, report problems to HOA.	Quarterly
Adjust irrigation timer to reflect season and city watering schedule.	Quarterly
Run turf sprinklers to eliminate any overthrow onto sidewalks or roads.	Quarterly
Fertilize shrub beds with granular fertilizer, submit receipts for materials to HOA.	Quarterly

<u>Recommended Maintenance Tasks</u>
Winter: Prune trees if needed.
February: Fertilize turf with combination fertilizer and pre-emergent herbicide (“weed and feed”). Submit fertilizer material receipts for reimbursement. Post signs indicating when people can re-enter the turf areas.
March: Flush out irrigation system and check for proper operation of each valve. Replace or clean plugged nozzles.
October: Check Polar blanket on backflow preventer and prepare irrigation system for winter.

<u>Frequency</u>
Annually
Annually
Annually
Annually

PLAY STRUCTURE

The play structure is available for children to enjoy. The structure was designed for safety and includes sand, bark, or other material to cushion falls. This component requires little maintenance; however, it should not be neglected.



Play Structure –
Small Pyramid



Multi-Spring Shuttle



Panels

Important Information

Playground Cushion Depth. The depth typically required for playground sand, bark, or other cushioning material is 12 inches. Playground equipment to be installed per manufacturer's instructions and maintained per manufacturer's instructions for safety.

Recommended Maintenance Tasks

Clean the area of any debris, especially that which may be a danger to children.

Inspect and tighten bolts. Ensure that there are no sharp edges or protruding bolt ends.

Check and replace sand, bark, or other cushioning material as needed. Ensure that all protective surfacing extends at least six feet in all directions from the playground equipment.

Examine and touch up the painted portions of the equipment.

Frequency

2-3 times per week by
committed

Monthly

Twice per year

Annually and as needed

Effects of Deferred Maintenance

Neglected maintenance of the recreation equipment can lead to early replacement, higher overall maintenance costs, an unsightly appearance, and an increased risk of injury.

FRONT YARDS

To keep the community consistently maintained, the HOA will be maintaining the front yards of the homes.

Recommended Maintenance Tasks

- Mow grass and blow off sidewalks, curbs and gutters.
- Remove any weeds over 2” high or wide from shrub beds.
- Replace any bark that has been knocked out of planters and smooth mulch layer if it has been disturbed.
- Treat any grass, shrubs, or trees with signs of disease or pest infestation. Replace dead plants.
- Look for damage to irrigation system, make emergency repairs and make requests to HOA for more substantial or permanent repairs.
- Hand water any plants under stress.
- Check depth of mulch in shrub beds and top off to 3” where not fully covered by plant material.
- Trim shrubs as needed to control size and shape. Do not sculpt or pom-pom, do not trim unless necessary.
- Adjust irrigation timer to reflect season and city watering schedule.
- Fertilize shrub beds with granular fertilizer, submit receipts for materials to HOA.

Frequency

- Weekly
- Weekly
- Weekly
- Weekly
- Weekly
- Weekly
- Quarterly
- Quarterly
- Quarterly
- Quarterly

ASPHALT – Private Streets

The streets within the Enclave 66 subdivision are Private Streets so the streets will be maintained by the HOA. Asphalt is defined as the "black top" street surface running throughout the community.



This section is placed within the front yard section of the document with no maintenance

notes. Please add recommendations of maintenance.

Asphalt Surface

Recommended Maintenance Tasks

Winter: Prune trees if needed.

February: Fertilize turf with combination fertilizer and pre-emergent herbicide ("weed and feed"). Submit fertilizer material receipts for reimbursement. Post signs indicating when people can re-enter the turf areas.

March: Flush out irrigation system and check for proper operation of each valve. Replace or clean plugged nozzles.

Frequency

Annually

Annually

Annually

Important Information

- **Overspray.** Protect from irrigation overspray and runoff.
- **Cleanders.** Avoid using car wash cleansers, as they can deteriorate the asphalt.
- **Oil.** Protect asphalt from oil, gasoline, and diesel fuel.

Recommended Maintenance Tasks

Inspect the surface's general condition. Check for ponding and correct as needed.

Seal coat.

Examine for signs of deterioration. Repair as necessary

Frequency

Regularly

Every 3-5 years

Annually

Effects of Deferred Maintenance

Because the streets within the Enclave 66 community are Private Streets, it is very important that the Board and maintenance staff ensure that the private streets are properly maintained. Failure to provide adequate maintenance results in premature failure of the asphalt system. Always use qualified vendors and subcontractors.

CONCRETE

The concrete surfaces include driveways, walkways, curbs, gutters, and drains alongside the roads. Promptly repair walkways with hazards such as lifting, and ponding of water to reduce liability for the Association.



Important Information

- **Prevent Staining.** Use concrete cleaners to remove grease/oil spots from driveways with concrete cleaners.
- **Expansion and Settling.** Concrete is a very hard type of material. However, small cracks due to expansion and settling are common. Seal cracks to prevent water penetration that can worsen the condition.
- **Prevent Heavy Loads.** Do not permit heavy equipment, such as concrete trucks or moving vans, to drive on the concrete, as it was not designed for heavy loads.
- **Joints.** The joint filler in the expansion joints will deteriorate over time. The life of the filler may be dependent on environmental conditions such as the amount of rain or ultra violet radiation, or the amount of movement. Failure to replace these deteriorated joints will allow water to enter the joints, eventually undermining the soils under the slab, which will cause these sections of concrete to shift.

Recommended Maintenance Tasks

Inspect periodically for chipping and patch as necessary. This helps prevent trip hazards and the collection of debris in depressions.

Frequency

Every 5 years and as needed

Recommended Maintenance Tasks

Check concrete for lifting, separating and cracking, which can create a safety hazard resulting in liability. Determine if the cause of this condition may be related to roots that should be controlled or removed, or a drainage-related concern. Resolve the contributing factors to prevent future problems.

Clean walkways to remove any debris.

Hose off walks. Schedule to coincide with mowing or other maintenance occurring in the area.

Frequency

Annually

Weekly and as needed

Quarterly and as needed

Effects of Deferred Maintenance

Failure to adequately maintain the concrete around the community may create safety hazards. Serious cracks or fissures in walkways that remain unrepaired are a potential liability to the Association.

WALLS AND FENCING: OVERVIEW

There are several different types of walls and fencing found on residential properties. Each type requires different maintenance tasks and frequencies. However, no matter what kind of walls and fencing is installed, there are some common guidelines.

General Guidelines

- **Trim Landscape.** Keep landscaping trimmed away from walls and fencing.
- **Do Not Change the Grade.** The grade of the ground next to a wall or fence has been designed by an engineer. Changes may cause tilting and cracking, or cause wood fencing that comes in contact with soil to rot.



Caution: As much as possible, keep sprinklers directed away from the walls and fencing. Prevent water from ponding near walls and fencing. Water, especially reclaimed water, can cause premature deterioration of the wall and fencing materials.

BLOCK WALLS

Block walls are constructed of masonry block and backfill to prevent erosion through the wall. The wall may be constructed of individual mortared or interlocking blocks, or through larger sets of pre-constructed block.

Important Information

- **Water Accumulation.** Water damage from improper drainage and ponding on the top and at the back of the wall can weaken the integrity of the wall and is the biggest threat to a retaining wall. Check the wall regularly until surrounding landscape is fully developed, to ensure that water is draining properly.
- **Efflorescence.** Efflorescence is a deposit of water-soluble salts that sometimes forms on the surface of masonry. Some cases are a result of the construction process and can usually be washed away with a hose. Persistent efflorescence can be cleaned with a chemical cleaner such as a mild solution of muriatic acid (one part muriatic acid to 12 parts water). If efflorescence persists after cleaning, it may be wise to have it inspected by a professional to determine if water has penetrated the wall cavity.
- **Cracking and Spalling.** If cracking or spalling (cracking or flaking particles from the surface) appears in the block, identify the cause. Some cracking is simply a character feature of these components, and others should be further investigated and repaired. If mortared, replacing cracked or spalled blocks involves the removal of the mortar around the component, removal of the component itself, and thorough cleaning of the cavity prior to installing the replacement component. If preconstructed sheets or an interlocking design, replacement and wall repair should be performed by a professional mason.

Recommended Maintenance Tasks

Inspect walls for structural integrity, tilting, and cracking. Repair as needed.

Clean wall with a light pressure wash.

Check the top of the wall for cracking and non-sloped surfaces that may retain water, and repair as necessary.

Examine to ensure that drains or weeps in the base of walls are clear of debris and free to drain.

Frequency

Annually and after storms

Annually and as needed

Annually

Annually and after storms

Effects of Deferred Maintenance

Failure to maintain or lack of controlling unnecessary water, soil buildup, and adjacent plantings may result in premature deterioration of wall materials, as well as a poor appearance.

Maintenance Log and Reports

The Maintenance Log and Reports serve as permanent, comprehensive inspection and maintenance records for the systems and components in the community that are addressed in this guide. They are an exact representation of all of the content found in the recommended maintenance tables throughout the guide.



Note: Portable Document Format (PDF) files of the log and reports are to be provided monthly by the HOA to the Board. The Master Maintenance log requires legal size paper for printing; the Maintenance Reports can be printed on regular, letter size paper. The Master Maintenance log is also a fillable form that can be saved to your computer and filled in electronically. Acrobat Reader is required on your computer to access the PDF forms



Note: During the early years of the community, less maintenance may be required. For example, trees may not require pruning. As components age, more frequent service will be needed. However, regular inspections must be conducted to determine the need for maintenance.

Master Maintenance Log

The Master Maintenance Log is a spreadsheet that lists all of the recommended maintenance tasks in the maintenance guide. It organizes each maintenance task that should be done in each time period (weekly, monthly, quarterly, annually, etc.), and provides space to record the date of service, as well as for any additional notes.

The Master Maintenance Log for **Enclave 66** is to be provided by the HOA. The Master Maintenance Log file can be saved to a computer and filled in electronically using Acrobat Reader, or it can be printed on legal size paper and filled in manually. The Board is encouraged to use the Master Maintenance Log in conjunction with the Maintenance Reports as the Master Maintenance Log documents all service information submitted in the Maintenance Reports.

Used in conjunction with the Maintenance Reports, the Master Maintenance Log aids the **Board** and maintenance manager(s) in tracking and evaluating the status of the maintenance program for the entire community.

REFERENCES

HOA Landscape Maintenance Responsibilities – Units 1 and 2 and provided by:

Sierra Designs, Inc.
113 N. Church Street, Suite 307
Visalia, CA 93291
559-733-3690
California License 2455 and 2409



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 2, with Enclave Developers, LLC, and accept all easements and dedications offered for public use; and adopt the attached Resolution 23-25-R Annexing Additional Properties to Assessment District No. 19-02; and adopt the attached Resolution 23-24-R Restructuring Properties within Assessment District No. 19-02; and accept the attached Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No.

RECOMMENDATION:

1. Approve the Final Map and Subdivision Agreement for Tract No. 915, Unit No. 2, with Enclave Developers, LLC, and accept all easements and dedications offered for public use; and
2. Adopt the attached Resolution 23-25-R Annexing Additional Properties to Assessment District No. 19-02; and
3. Adopt the attached Resolution 23-24-R Restructuring Properties within Assessment District No. 19-02; and
4. Accept the attached Enclave 66 Hanford Homeowners Association Maintenance Manual for Tract No. 915, Unit No. 2.

BACKGROUND:

The final subdivision map for Tract No. 915, Unit No. 2, Enclave Developers, LLC subdivision, a 39-lot subdivision located as shown on the attached map, has been checked and approved by staff. The developer of Tract No. 915, Unit No. 2 Subdivision is Enclave Developers, LLC. All required fees have been paid, and proper improvement security bonds for all required subdivision improvements has been posted in accordance with the attached Subdivision Agreement, which has been reviewed and approved by the Public Works Department and signed by the developer. The bonds are attached for council review.

The Tract conditions of approval require the lots of the subdivision to be included within Landscape Assessment District (LAD) 19-02, for purposes of funding maintenance of neighborhood park improvements and landscape, irrigation, and decorative block wall improvements. The adoption of Resolution No. 23-25-R will annex the LAD areas shown in the attached exhibit, and Resolution No. 23-24-R will restructure the LAD. The restructuring of LAD 19-02 to include Unit 2 of Tract 915 will not result in an increase of landscape assessment to existing homeowners within the District. The Tract 915-2 LAD Engineer Report is attached for council review.

Enclave 66 Hanford Homeowners Association Maintenance Manual has been reviewed by City Staff for Unit No. 2 and is recommended for approval by Council. The HOA Manual is attached for council

review.

FISCAL IMPACT:

The right of way dedications and easements are offered at no cost to the city, and all subdivision improvements will be constructed at the developer's expense. No impact to the budget will result from approval of the Resolution to restructure Landscape Assessment District No. 19-02.

ATTACHMENTS:

1. Tract 915-2 Final Map
2. Tract 915-2 SDA
3. Tract 915-2 Bonds
4. Tract 915-2 LAD Exhibit
5. Tract 915-2 LAD Ballot
6. Tract 915-2 (23-25-R) Annexation
7. Tract 915-2 (23-24-R) Restructure
8. Tract 915-2 LAD Engineer Report
9. Tract 915-2 HOA Maintenance Manual

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THE CONSENT OF NO OTHER PERSON IS NECESSARY.

WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

- RIGHT OF WAY FOR AQUIFER DRIVE IN FEE TO THE CITY OF HANFORD
- THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "1" FUTURE STREETS", RESERVING TO OURSELVES FOR THE USE OF OURSELVES AND THE SUCCESSIVE OWNERS, ALL ORDINARY USES OF SAID LAND UNTIL SUCH TIME AS THE PROPER LEGISLATIVE BODY SHALL ACCEPT DEDICATION OF, OR ACQUIRE ADDITIONAL RIGHT OF WAY, TO CONSTITUTE THE PERMANENT WIDTH AND/OR EXTENSIONS OF THOSE STREET HAVING A PARTIAL WIDTH AND/OR DEAD-ENDING, AS SHOWN
- PUBLIC UTILITY EASEMENTS FOR PUBLIC USE AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT)
- BLOCK WALL EASEMENTS FOR THE MAINTENANCE OF BLOCK WALLS AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT)
- LOT C RESERVED BY HOME OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE, AND SUBJECT TO A PUBLIC UTILITY EASEMENT OVER AND ACROSS LOT C, PER THIS MAP
- LOT D RESERVED BY HOME OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE, AND SUBJECT TO AN EASEMENT FOR THE FACILITIES AND MAINTENANCE OF THE CITY OF HANFORD WATER SYSTEM AND PUBLIC UTILITIES OVER AND ACROSS LOT D PER THIS MAP
- LOTS A & B DEDICATED IN FEE TO THE CITY OF HANFORD FOR LANDSCAPE, PUBLIC UTILITY, AND SIDEWALK PURPOSES

FOR: ENCLAVE 66, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OWNER

BY: Daniel Bailey 5-2-2023
DATE

FOR: SDP REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: [Signature] 5/5/2023
DATE

FOR: SDP FINANCIAL 2020, LP, A DELAWARE LIMITED PARTNERSHIP
BY: [Signature] 5/5/2023
DATE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF KINGS

ON May 2nd, 2023 BEFORE ME, Sandra N Cisneros Santoyo, A NOTARY PUBLIC PERSONALLY APPEARED, Daniel Bailey WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature] Sandra N Cisneros Santoyo
PRINT NAME
MY COMMISSION EXPIRES: Jan. 10, 2027 2433813
COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: Tulare COUNTY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA/COUNTY OF KINGS - Salt Lake

ON May 5th, 2023 BEFORE ME, Kari Olson, A NOTARY PUBLIC PERSONALLY APPEARED, Andrew Polson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

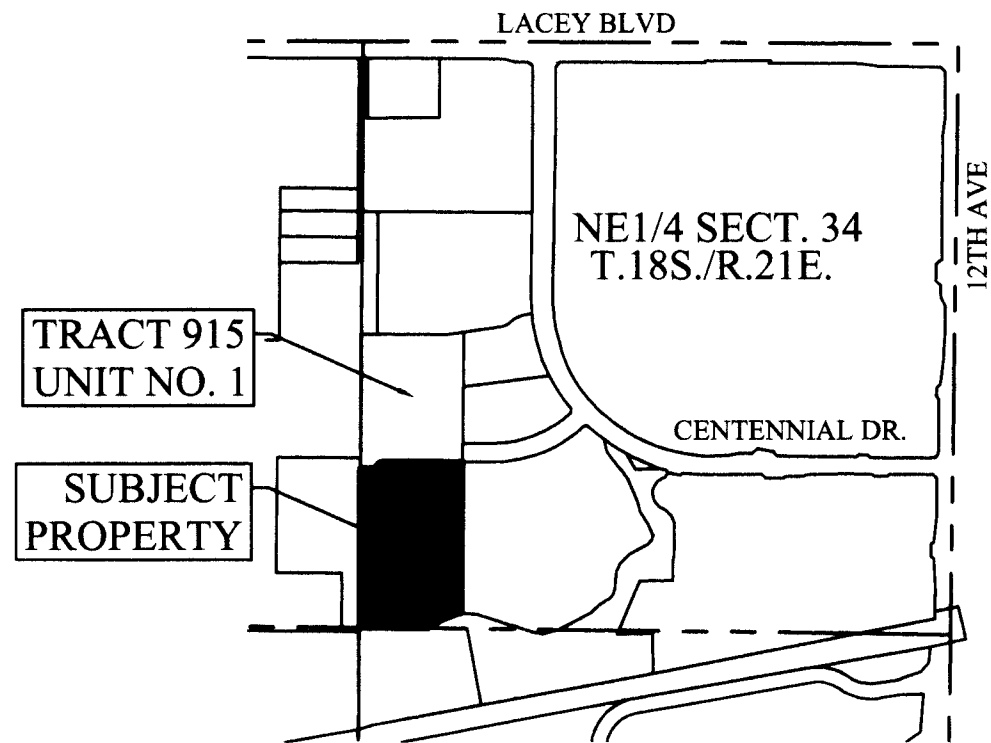
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature] Kari Olson
PRINT NAME
MY COMMISSION EXPIRES: 4-11-24 124001
COMMISSION NO.

PRINCIPAL PLACE OF BUSINESS: SALT LAKE COUNTY

COUNTY TRACT NO. 915 UNIT 2

DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 915, UNIT 1, RECORDED IN VOLUME _____, OF LICENSED SURVEYOR'S PLATS AT PAGE _____, KINGS COUNTY RECORDS
A PLANNED UNIT DEVELOPMENT
CONTAINING APPROXIMATELY 8.07AC



CITY OF
HANFORD, CA
VICINITY MAP
NO SCALE

LINE TABLE		
#	BEARING	LENGTH
L1	N0° 05' 27"W	7.07'
L2	N64° 34' 38"E	7.74'
L3	N64° 45' 32"W	7.74'
L4	N64° 34' 38"E	7.74'
L5	N64° 40' 05"E	7.74'
L6	N64° 40' 05"W	7.74'
L7	N65° 16' 19"E	7.71'
L8	S64° 55' 26"E	7.73'
L9	S64° 22' 50"W	1.11'
L10	N50° 57' 05"W	7.74'
L11	N0° 17' 15"W	7.74'
L12	N64° 22' 50"E	1.11'
L13	N64° 34' 28"E	7.76'
L14	N64° 45' 22"W	7.76'
L15	S64° 34' 38"W	7.74'
L16	S64° 45' 32"E	7.74'
L17	N0° 05' 27"W	7.07'
L18	N64° 45' 32"W	7.74'

RADIAL TABLE	
RADIAL #	BEARING
R1	S89° 54' 33"W
R2	S88° 22' 05"W
R3	N71° 49' 49"E
R4	S88° 56' 29"E
R5	S23° 31' 32"W
R6	N8° 50' 54"E
R7	S5° 26' 47"W
R8	S89° 54' 33"W
R9	S5° 26' 47"W
R10	N5° 26' 47"E
R11	N10° 32' 57"W
R12	S11° 07' 40"E
R13	S5° 26' 47"W
R14	N80° 00' 00"W
R15	N78° 39' 13"W
R16	S73° 25' 32"E
R17	N80° 00' 00"W
R18	N80° 00' 00"E
R19	S78° 53' 25"W
R20	S78° 06' 07"W

RADIAL TABLE	
RADIAL #	BEARING
R21	N80° 00' 00"W
R22	N25° 37' 10"W
R23	N11° 43' 17"W
R24	S22° 45' 08"E
R25	S25° 37' 10"E
R26	S25° 37' 10"E
R27	S28° 11' 57"E
R28	N25° 37' 10"W
R29	N80° 54' 33"E
R30	N46° 27' 07"W
R31	N30° 30' 46"W
R32	N48° 50' 34"E
R33	S89° 15' 30"E
R34	N74° 03' 49"W
R35	N80° 54' 33"E
R36	S89° 54' 33"W
R37	N0° 05' 27"W
R38	N0° 05' 27"W
R39	S89° 54' 33"W

NOTARY ACKNOWLEDGEMENT

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STATE OF CALIFORNIA/COUNTY OF KINGS

ON _____, BEFORE ME, _____, A NOTARY PUBLIC PERSONALLY APPEARED, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ PRINT NAME _____
MY COMMISSION EXPIRES: _____ COMMISSION NO. _____
PRINCIPAL PLACE OF BUSINESS: _____ COUNTY _____

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C1	95°32'14"	31.68'	19.00'
C2	18°04'44"	31.24'	99.00'
C3	1°32'28"	2.66'	99.00'
C4	16°32'16"	26.58'	99.00'
C5	131°41'43"	71.25'	31.00'
C6	39°13'42"	21.22'	31.00'
C7	49°10'39"	26.61'	31.00'
C8	43°17'21"	23.42'	31.00'
C9	18°04'44"	31.24'	99.00'
C10	13°40'38"	23.63'	99.00'
C11	4°24'07"	7.61'	99.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C12	84°33'13"	28.04'	19.00'
C13	16°34'28"	28.64'	99.00'
C14	15°59'44"	27.64'	99.00'
C15	0°34'43"	1.00'	99.00'
C16	117°42'08"	63.68'	31.00'
C17	56°14'29"	30.43'	31.00'
C18	58°13'57"	31.51'	31.00'
C19	3°13'41"	1.75'	31.00'
C20	16°34'28"	28.64'	99.00'
C21	64°22'50"	21.35'	19.00'
C22	13°53'53"	24.01'	99.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C23	11°06'53"	19.20'	99.00'
C24	2°47'00"	4.81'	99.00'
C25	92°10'36"	49.87'	31.00'
C26	52°32'45"	28.43'	31.00'
C27	39°37'51"	21.44'	31.00'
C28	13°53'53"	24.01'	99.00'
C29	11°01'49"	19.06'	99.00'
C30	2°52'04"	4.95'	99.00'
C31	115°31'43"	38.31'	19.00'
C32	20°49'57"	36.00'	99.00'
C33	2°34'48"	4.46'	99.00'

CURVE TABLE			
CURVE #	DELTA	LENGTH	RADIUS
C34	18°15'10"	31.54'	99.00'
C35	157°11'37"	85.05'	31.00'
C36	15°58'21"	8.62'	31.00'
C37	80°21'20"	43.48'	31.00'
C38	80°53'56"	32.95'	31.00'
C39	20°49'57"	36.00'	99.00'
C40	4°48'19"	8.30'	99.00'
C41	16°01'38"	27.69'	99.00'
C42	90°00'00"	29.85'	19.00'
C43	90°00'00"	29.85'	19.00'
C44	90°00'00"	47.12'	30.00'

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ENCLAVE 66, LLC, AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE 4/28/23
RANDY D. WASHNICK P.L.S. 0163

ACTING CITY SURVEYOR

I, JOHN B. HARDIN, HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THE ANNEXED MAP, THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT, AND IN ACCORDANCE WITH SECTIONS 86425 THROUGH 86450, INCLUSIVE, OF THE GOVERNMENT CODE.

DATED THIS 24TH DAY OF MAY, 2023

[Signature]
JOHN B. HARDIN, R.C.E. 21753
ACTING CITY SURVEYOR FOR THE CITY OF HANFORD

CITY ENGINEER'S STATEMENT

I, LISA A. DOCK, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCES AND SECTIONS 86425 THROUGH 86450 OF THE GOVERNMENT CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE 5/31/23
LISA A. DOCK, CITY ENGINEER P.E. 88225

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE HANFORD CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE GENERAL PUBLIC, THE STREETS AND "1" FUTURE STREETS" DESIGNATED FOR DEDICATION, AN EASEMENT FOR A WATER DISTRIBUTION SYSTEM WITHIN LOT D, THE PUBLIC UTILITY EASEMENTS AND BLOCK WALL EASEMENTS, AND LOTS A & B, ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND SHOWN UPON THIS MAP.

DATED THIS 5 DAY OF June, 2023

[Signature]
NATALIE CORRAL, CITY CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE HANFORD PLANNING COMMISSION IN ACCORDANCE WITH THE REQUIREMENTS OF LAW IN DULY AUTHORIZED MEETING HELD _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

[Signature]
BY: JASON WATERS, ACTING COMMUNITY DEVELOPMENT DIRECTOR

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

DATED THIS 30 DAY OF March, 2023
TAX COLLECTOR

BY: Daisy Magana, Deputy
Erik Gonzalez, Director of Finance
RECORDER'S STATEMENT

FEE BOOK NO. _____ FEE PAID _____

RECORDED AT THE REQUEST OF 4CREEKS, INC. ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK _____ M.,

IN VOLUME _____ OF LICENSED SURVEYOR'S PLATS, AT PAGE _____, KINGS COUNTY RECORDS

KRISTINE LEE, KINGS COUNTY RECORDER

BY: _____ DEPUTY

PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 1 OF 2

LEGEND

- | | | |
|---|--|--|
| △ FOUND MONUMENT AS DESCRIBED | () RECORD DATA PER MAP OF COUNTY TRACT NO. 915 UNIT 1, RECORDED IN VOL. _____ OF LICENSED SURVEYOR'S PLATS, AT PG. _____ K.C.R. | △ NOW OFFERED FOR DEDICATION AS PUBLIC RIGHT OF WAY |
| ▲ FOUND REBAR TAGGED R.C.E. 21489 PER PM 19-100 K.C.R. | < > RECORD DATA PER KINGS COUNTY PM 19-100, OR CALCULATED THEREFROM | 1234 INDICATES STREET ADDRESS |
| ● SET 3/4" IRON PIPE TAGGED "PLS 8163" DOWN 6IN | (()) RECORD DATA PER KINGS COUNTY LSP 20-20 | DESIGNATED LOT D, RESERVED BY HOME OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE, AND SUBJECT TO AN EASEMENT FOR THE MAINTENANCE OF PUBLIC UTILITIES PER THIS MAP |
| ○ SET BRASS DISC IN MONUMENT WELL, TAGGED "PLS 8163" | //// ACCESS DENIED TO AQUIFER DRIVE & MILLENNIUM WAY | LINE AND CURVE TABLES ON SHEET 1 |
| ◇ SET 3/4" IRON PIPE TAGGED "PLS 8163" 5.00 FEET FROM TRUE CORNER ALONG PROPERTY LINE | BWE BLOCK WALL EASEMENT | |
| ■ SET BRASS TAG IN CONC., TAGGED "PLS 8163" | SHADE LINE INDICATES SUBDIVISION BOUNDARY | |
| K.C.R. KINGS COUNTY RECORDS | | |
| (R) RADIAL BEARING | | |
| PUE PUBLIC UTILITY EASEMENT | | |

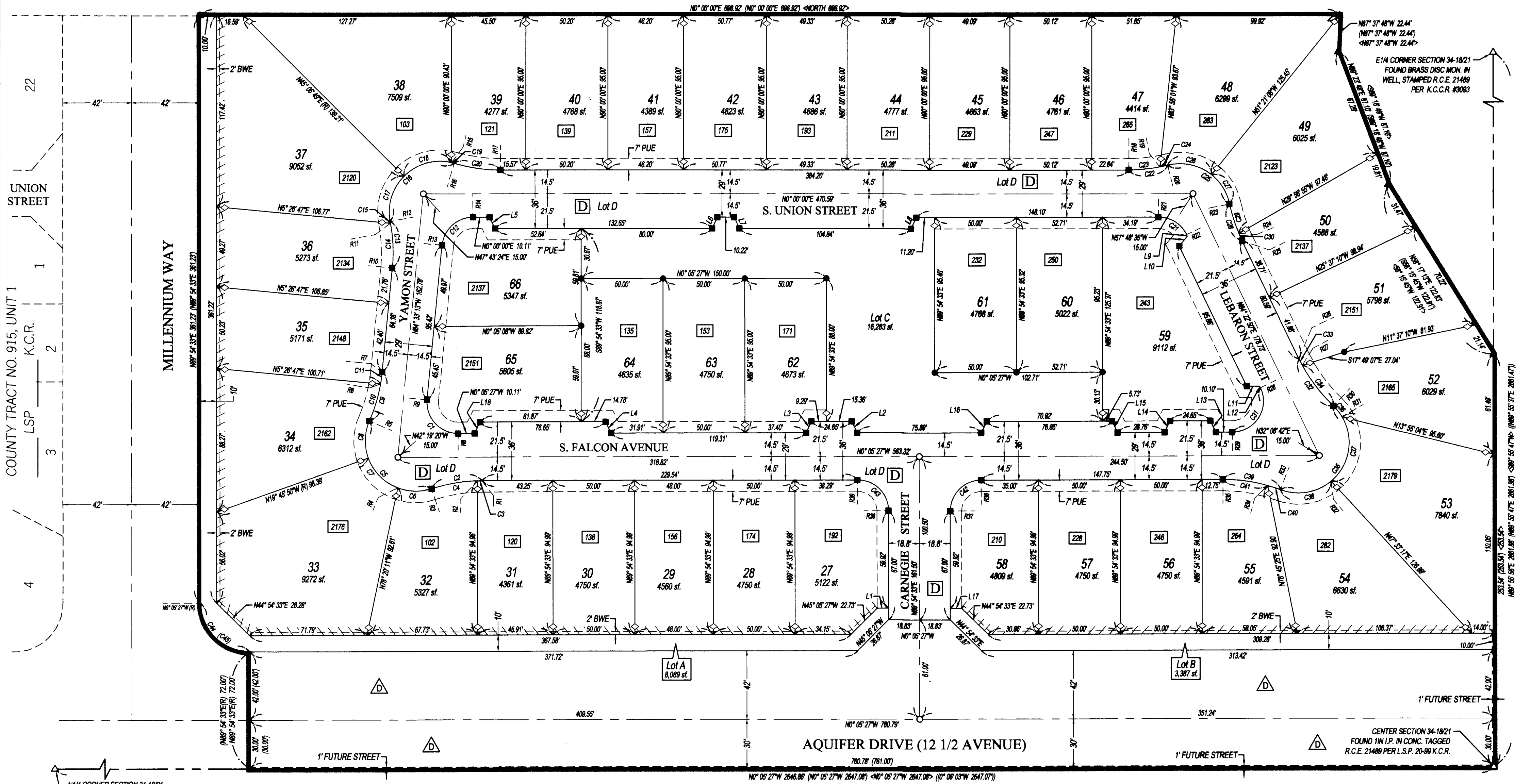
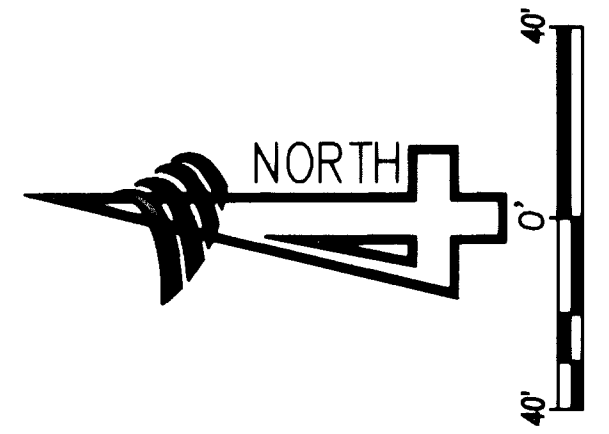
COUNTY TRACT NO. 915, UNIT 2

SITUATED IN THE NORTHEAST QUARTER OF SECTION 34, T. 18 S., R. 21 E., MDB&M
IN THE CITY OF HANFORD, KINGS COUNTY, CALIFORNIA
A PLANNED UNIT DEVELOPMENT

PREPARED BY:



324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215



N1/4 CORNER SECTION 34-18/21
FOUND BRASS DISC MON. IN
WELL, STAMPED R.C.E. 21489
PER K.C.C.R. #3083

CENTER SECTION 34-18/21
FOUND 1IN I.P. IN CONC. TAGGED
R.C.E. 21489 PER L.S.P. 20-99 K.C.R.

**CITY OF HANFORD
SUBDIVISION AGREEMENT**

TRACT NO. 915 Unit II

THIS SUBDIVISION AGREEMENT ("Agreement") is made and entered into this 15th day of June, 2023, by and between Enclave 66, LLC., ("SUBDIVIDER"), and the City of Hanford, a Municipal Corporation ("CITY").

RECITALS

A. The SUBDIVIDER has presented to the CITY a final map of the proposed Subdivision of certain real property located within the city limits of the City and more particularly described in Exhibit "A" which has been filed with the City Engineer and is made a part hereof by reference ("Final Map") and identified as Tract No. 915 Unit II ("SUBDIVISION"). The real property is to be developed in accordance with subdivision improvement plans, which have been filed with the City Engineer and are made a part hereof by reference and identified as Exhibit "B" ("Improvement Plans"). SUBDIVIDER has requested that the CITY accept and approve the Final Map and the dedications delineated and shown on the Final Map for the use and purposes specified thereon, and otherwise approve the Final Map in order that the same may be recorded as required by law.

B. The CITY requires as a condition precedent to the acceptance and approval of the Final Map, the dedication of such streets and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and requires that any and all streets and easements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements specified herein.

C. Certain public improvements are required to be made by SUBDIVIDER in accordance with the approved tentative map of the SUBDIVISION. Section 66462 of the California Government Code provides, as a condition precedent to the approval of the Final Map, that the City Council shall require the SUBDIVIDER to enter into an agreement to complete said public improvements.

D. Chapter 16.24.070 of the Hanford Municipal Code requires the SUBDIVIDER to enter into an agreement with the CITY to perform and complete the work and matters as hereinafter described in this Agreement, in conformance with Sections 16.24.010 through 16.24.120, inclusive of the Hanford Municipal Code, which Sections by reference are incorporated into this Agreement and made a part hereof.

NOW THEREFORE, it is hereby agreed as follows:

1. Improvements.

SUBDIVIDER shall complete all required public improvements in the Subdivision as identified in Exhibit "B" of this Agreement (collectively "IMPROVEMENTS") and in accordance with all of the requirements and standards as set forth in the approval or conditional approval of the Tentative Map of the SUBDIVISION, the Hanford Municipal Code, all applicable laws, codes and regulations and the terms and conditions of this Agreement. In accordance with Section 16.24.110 of the Hanford Municipal Code, all of the Improvements shall be completed no later than two (2) years from the date of approval of this Agreement by the City of Hanford. A request to extend the time for completion of the Improvements must be in written form and received by the CITY not less than thirty (30) days prior to expiration of this Agreement and shall include facts in support of the request for such extension of time. Only the City shall have the authority to extend such time period. The extension period shall not exceed twelve (12) months.

Within thirty (30) days after the SUBDIVIDER notifies the City Engineer that the required work has been completed, the City Engineer shall inspect such work, and if such work has been performed in the required manner and in accordance with this Agreement, the Final Map, the Hanford Municipal Code and all other applicable laws, codes and regulations, the City Engineer shall advise the City Council that the public improvements are ready for acceptance by the CITY.

2. Inspection.

The CITY shall inspect all work in accordance with Section 16.24.100 of the Hanford Municipal Code including the SUBDIVIDER'S conformance with CITY Standards and

Specifications and any and all conditions, standards or requirements identified at the preconstruction conference held prior to commencing construction.

CITY shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the SUBDIVIDER for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the SUBDIVIDER shall certify in writing that all corrections have been completed and request a final inspection. Upon finding that all items have been corrected and upon receipt of as-built improvement plans, the Improvements may be provisionally accepted by the CITY pending approval of the final map and subdivision agreement for Tract No. 915 Unit II, by the City Council.

The completion of corrections indicated by the deficiency list shall not relieve the SUBDIVIDER from the responsibility of correcting any deficiency not shown on the list that may be subsequently discovered. Should the CITY require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the SUBDIVIDER must pay said additional fees and costs prior to acceptance by the City Council of the IMPROVEMENTS.

3. Costs and Fees.

The SUBDIVIDER shall be responsible for the work, including without limitation, the costs identified in the IMPROVEMENT COST ESTIMATE attached hereto and made a part hereof and identified as Exhibit "C" to this Agreement. SUBDIVIDER agrees to the amount thereof and agrees to pay, when due, all amounts identified therein, including without limitation, all CITY engineering and inspection fees.

4. Security.

SUBDIVIDER agrees to furnish security, which complies with Section 66499 et. seq. of the California Government Code, in such amounts as are fixed by the CITY, to guarantee the faithful performance of this Agreement, including without limitation, the construction of the

IMPROVEMENTS and to guarantee payment to contractors, subcontractors, laborers, material men and other persons employed in the performance of the work under this Agreement. In the sole discretion of the CITY and with the written authorization of the CITY, the sureties provided by the SUBDIVIDER may be released in whole or in part in the following manner:

(a) Faithful performance sureties, not in excess of ninety percent (90%) of the estimated costs of the individual items of public improvements, may be released or the required surety amounts may be reduced as work is satisfactorily completed and tentatively accepted by the CITY.

(b) Forty-five (45) days after recordation of the Notice of Completion for the Subdivision, the sureties securing the payment to contractors and subcontractors and to persons furnishing labor, materials, or equipment may be released if claims, including without limitation, stop notices have not been filed.

(c) Ten percent (10%) of the total faithful performance surety, retained as the public improvement warranty, may be released one year after the Notice of Completion has been recorded. In the alternative, SUBDIVIDER shall provide CITY with new warranty security of not less than ten percent (10%) of the Improvement Cost Estimate identified in Exhibit "C" hereto, which security shall have a term of one (1) year from the date of recordation of the Notice of Completion.

In accordance with Section 16.24.080 of the Hanford Municipal Code, the SUBDIVIDER shall furnish, in writing, proof of adequate security deposit to all utility companies for the installation of electricity, gas, telephone, cable television and any other utility which charges are not part of the Improvement Cost Estimate set forth in Exhibit "C."

No final map shall be signed by the City Engineer or recorded until all improvement securities required by Section 16.24.080 of the Hanford Municipal Code and under this Agreement have been received and approved. The form of securities shall be one or the combination of forms as approved by the CITY.

5. Liability.

a. SUBDIVIDER, at SUBDIVIDER's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if SUBDIVIDER has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

If SUBDIVIDER maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by SUBDIVIDER.

SUBDIVIDER's insurance policies shall be "occurrence" policies and not "claims-made."

SUBDIVIDER may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBDIVIDER shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City.

c. The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of SUBDIVIDER including materials, parts, or equipment furnished in connection with such work or operations; products used by SUBDIVIDER; or automobiles owned, leased, hired or borrowed by SUBDIVIDER. General liability coverage can be provided in the form of an endorsement to SUBDIVIDER's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

ii. For any claims related to this Agreement, SUBDIVIDER's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of SUBDIVIDER's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified, except with fifteen (15) days prior written notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

SUBDIVIDER shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work

commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SUBDIVIDER's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

d. SUBDIVIDER hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of SUBDIVIDER may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. SUBDIVIDER agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

e. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Indemnification.

SUBDIVIDER hereby agrees to and shall protect, indemnify and hold harmless the CITY and all officials, officers, agents, representatives and employees thereof from and against any and all liability, loss, claims or damages of whatsoever kind or character, including attorneys' fees and costs of all types, to the extent arising out of, or related, directly or indirectly, to the work to be performed pursuant to this Agreement or the acts or omissions of the SUBDIVIDER, SUBDIVIDER's independent contractors, employees, representatives, agents and invitees. These indemnification and hold-harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering such damages, claims, or liability. This indemnification shall be binding upon the SUBDIVIDER whether or not there are any allegations of fault, negligence or liability of the parties indemnified hereunder and shall survive the completion of construction of the IMPROVEMENTS.

SUBDIVIDER agrees that the use of any and all public streets and improvements, which are part of the Subdivision, shall be at all times, prior to the final acceptance by the CITY, the sole and exclusive risk of the SUBDIVIDER.

7. Permits and Compliance.

Should SUBDIVIDER be required to perform any work within any public rights-of-way or easements located beyond the Subdivision limits, SUBDIVIDER shall satisfy any and all requirements, other than the payment of fees, as necessary to obtain an encroachment permit for said work.

SUBDIVIDER shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of the IMPROVEMENTS. The SUBDIVIDER shall be responsible for the full cost of relocating such facilities.

The SUBDIVIDER shall repair any damage to public streets or other public property or improvements resulting from or incidental to, the construction of the Improvements, or in lieu of making such repairs, the SUBDIVIDER shall pay to the CITY the full cost of such repairs.

Building permits for individual lots of the Subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the Subdivision shall be issued until all Improvements are completed and accepted by the City Council.

In accordance with Section 16.24.090 of the Hanford Municipal Code, construction methods and materials for all Improvements shall conform to the Standards and Specifications of the CITY. Construction shall not commence until required Improvement Plans have been approved by the City Engineer and payment of all fees have been received by the CITY.

The IMPROVMENTS shall be constructed in accordance with all applicable street, plumbing, building, electrical and zoning codes and any other codes, rules or regulations of the CITY and the State of California.

The SUBDIVIDER shall require contractors and subcontractors to provide and maintain barricades and warning signs to protect and warn the public of construction hazards. Traffic control shall conform to a traffic control plan approved by the City Engineer. If, in the opinion of the City Engineer, proper barricades and warning signs are not being provided, the Contractor will be required to immediately stop work until proper traffic control is provided and approved by the City Engineer.

The SUBDIVIDER shall require all contractors and subcontractors to conform to the applicable provisions of the California Occupational Safety and Health Act ("OSHA"). Onsite inspection of the work will be requested of OSHA officials, and all work subject to this Agreement shall immediately stop if, in the opinion of the City Engineer, any such work is being performed in violation of OSHA or when appropriate safety measures are not being utilized for said work.

The SUBDIVIDER and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

8. Scheduling.

It shall be the responsibility of the SUBDIVIDER to coordinate all work performed by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives

of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delay for which the SUBDIVIDER shall be solely responsible.

9. Soil and Dust Control Provisions.

The SUBDIVIDER is responsible for arrangement for and payment of all CITY-required soil tests at locations as determined by the City Engineer. Payment for said tests shall be made directly by the SUBDIVIDER to the certified testing firm of the SUBDIVIDER's choice. Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and outside of the Subdivision on which work is required to be performed under this Agreement, from the time work is first commenced until all work is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or approved dust palliative with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets or other areas of the Subdivision, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions herein, or, at the election of the City Engineer, notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after personal service or within forty-eight (48) hours after mailing of notice, the SUBDIVIDER has not commenced to maintain adequate dust control or at any time thereafter fails to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any street or streets to be sprinkled with water or an approved dust palliative as may be deemed necessary by the City Engineer to eliminate the scattering of dust. Such dust

control shall be performed by equipment and personnel of the CITY or by contract as the City Engineer shall determine, and the SUBDIVIDER agrees to pay to CITY, upon receipt of the billing, therefore, the entire cost to the CITY of such dust control.

When the surfacing on any existing street is disturbed, the surfacing shall be immediately replaced with temporary surfacing and permanently paved within fourteen (14) calendar days thereafter. The streets shall be maintained in a safe and passable condition at all times between the commencement of construction of IMPROVEMENTS and final completion thereof.

10. Reimbursement.

If the City Municipal Code provides SUBDIVIDER with the right to receive cash reimbursement or impact fee credit because of the construction of certain improvements or the oversizing thereof, SUBDIVIDER must request payment of the cash reimbursement or preparation of a reimbursement agreement, whichever is applicable, or the impact fee credit prior to the date of final acceptance of all subdivision improvements by the City Council. Such request must be made in writing and received by the City Engineer prior to the date of final acceptance of the IMPROVEMENTS by City Council. SUBDIVIDER agrees that should it fail to make such written request by the date identified herein, SUBDIVIDER forever waives its right to request and receive any cash reimbursement, reimbursement agreement or impact fee credit.

11. Prevailing Wage Laws, Rules and Regulations.

SUBDIVIDER shall comply with and shall require all contractors to comply with all prevailing wage laws, rules and regulations applicable to the SUBDIVISION. Unless otherwise advised in writing by the City, SUBDIVIDER shall be solely responsible for making any and all decisions regarding any portion or aspect of the SUBDIVISION including, without limitation, any form of reimbursement by the City to the SUBDIVIDER or any contractor, that will require the payment of prevailing wages. Further, SUBDIVIDER will be solely responsible for the payment of any claims, fines, penalties, reimbursements, payments or any other actions

that may be initiated against applicant or any contractor as a result of failure to pay prevailing wages.

SUBDIVIDER shall defend, indemnify and hold harmless the City of Hanford, its officials, officers, employees, representatives, agents and attorneys from and against any and all claims, damages, losses, judgments, liabilities, expenses and other costs, including, without limitation, litigation costs and attorney's fees arising out of, to the extent resulting from any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION. SUBDIVIDERS's obligation to defend, indemnify and hold the City harmless specifically includes, but is not limited to, any suit or administrative action against the City which claims a violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION.

SUBDIVIDERS's obligations to defend, indemnify and hold the City, its officials, officers, employees, representatives, agents and attorneys harmless as set forth herein, shall include, but shall not be limited to, staff time, copying costs, court costs, the costs of any judgments or awards against the City for damages, losses, litigation costs or attorney fees arising out of any violation or claim of violation of any prevailing wage law, rule or regulation applicable to any portion or aspect of the SUBDIVISION and costs of any settlement representing damages, litigation costs and attorney's fees to be paid to other parties arising out of any such proceeding or suit.

The City may, at any time, require the SUBDIVIDER to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of any action. SUBDIVIDER shall reimburse the City within thirty (30) days of receipt of an itemized written invoice from the City for costs actually incurred. Failure of the SUBDIVIDER to timely reimburse the City shall be considered a material violation of the conditions of approval of the SUBDIVISION.

12. Sole and Only Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement, and no other agreement, statement or promises shall be valid or binding.

13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. Attorneys' Fees.

If an action at law or inequity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Kings, State of California for any proceeding arising hereunder.

15. Successors and Assigns.

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This

Agreement shall not be assignable by SUBDIVIDER without the express prior written consent of CITY.

16. Governing Law.

This Agreement shall be construed and governed pursuant to the laws of the State of California.

17. Time of the Essence.

Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

24th day of May, 2023.

SUBDIVIDER:

Enclave 66, LLC.
A California Limited Liability Company

By: 
Daniel Bailey, Manager

CITY OF HANFORD APPROVAL:

By: _____
Lisa Dock, P.E.
City Engineer, City of Hanford

ATTEST:

By: _____
Natalie Corral
City Clerk, City of Hanford

EXHIBIT "C"

SUBDIVISION IMPROVEMENT COST ESTIMATE

In accordance with Section 16.24.080 of the Hanford Municipal Code, estimated construction costs used in this Agreement are increased for projected inflation computed to the estimated mid-point of construction.

ESTIMATED CONSTRUCTION COST

Sanitary Sewers

Construction of sanitary sewer mains, manholes and appurtenances as shown on the approved improvement plans in accordance with City Standards and Specifications.

\$44,730.00

Storm Sewers

Construction of storm drain mains, manholes, catch basins and disposal facilities as shown on the approved improvement plan in accordance with City Standards.

\$9,650.00

Water System

Construction of water mains, hydrants, services and appurtenances as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$199,183.00

Curb and Gutter and Other Concrete Construction

Construction of curb and gutter, sidewalk, wheelchair ramps, drive approaches, valley gutter and other concrete improvements as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$47,219.00

Street Surfacing

Construct Type "B" asphalt concrete surfacing over Class II aggregate base as shown on the approved Improvement Plans in accordance with City Standards and Specifications. Timer barricades installed as shown on the approved Improvement Plans in accordance with City Standards and Specifications.

\$193,585.25

Street Lighting

Street Lighting

Install street lighting as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	\$27,000.00
--	-------------

Fencing, Landscaping, and Irrigation System

Construct fencing, block walls and install landscape and irrigation system improvements, misc. as shown on the approved Improvement Plans in accordance with City Standards and Specifications.	\$180,921.00
---	---------------------

Monuments and Lot Markers

Install permanent monuments and lot markers in accordance with City Standards and Specifications.	\$1,650.00
---	------------

Engineering Services

Engineering, surveying, & geotechnical services associated with Completion of the Subdivision Improvements.	\$64,300.00
---	-------------

Earthwork Improvements

- | | |
|--|--------------------|
| • Clearing and Grubbing and Rough Grade | <u>\$27,425.84</u> |
| • Excavation & Compaction | <u>\$11,590.51</u> |
| • Subgrade Compaction & Fine Grade | <u>\$17,882.50</u> |
| • Final Lot Grading | <u>\$3,288.75</u> |
| | <u>\$60,187.60</u> |
| • Total Improvements subject to Plan Review & Insp. Fees | \$828,425.85 |

Private Utilities

- | | |
|---|---------------------|
| • Applicant Install Utilities Onsite Cost | <u>\$23,365.41</u> |
| Total Estimated Improvement Cost | \$851,791.26 |

Total Estimated Improvement Cost including 10% Contingency and 20% Prevailing Wage (To be bonded with Final Map)	\$1,124,364.46
---	-----------------------

SECURITY REQUIREMENTS

- | | | |
|---|---------------------------------------|-----------------------|
| | Performance | <u>\$1,124,364.46</u> |
| — | Labor and Materials | <u>\$562,182.23</u> |
| | Warranty (Minimum 12-mo. from N.O.C.) | \$112,436.45 |

City Engineering Plan Review and Inspection Fee Schedule

City Engineering and Inspection Fees are established by Council Resolution No.1902, and are set forth below:

(1) 6% of first	\$ 5,000.00	\$ 300.00
(2) 5% of next	\$ 20,000.00	\$ 1,000.00
(3) 4.5% of next	\$ 75,000.00	\$ 3,375.00
(4) 3.5% of next	\$150,000.00	\$ 5,250.00
(5) 2% over	\$250,000.00	\$ 17,487.29

Total City Engineering Review and Inspection Fee obligation	\$ 27,412.29
Fee balance payable with this Agreement Acct. #001-2010-4937	<u>\$ 27,412.29</u>

NOTE:

- Engineering Plan Review & Inspection Fees are based on estimated cost of Improvements, including all items constructed both prior to & following posting of security.
- Private utility costs are not included in determination of City Engineering Plan Review and Inspection fee calculation.

Note: Additional fees and charges will be payable prior to approval of Final Map and Final Subdivision Agreement by the City Council, including:

12th Ave. Sewer Benefit District, Acct. #161-2161-5494 (8.07 Ac @ \$960.01/Ac) \$ 7,747.28
(Determined at completion of final map review.)

Street Sign Fee, Acct. #001-2010-4937 (7 @ \$200.00 Ea.) \$ 1,200.00
(Per intersection cost for sign blades furnished by City.)

Final Map Review Fee, Acct. #001-2010-4937 – (Minimum \$950.00) \$ 950.00
(Additional fees to be determined at completion of final map review.)

Engineering Plan Review & Inspection Fees, Acct. #001-2010-4937 \$ 27,412.29

Storm Drainage Impact Fees, Acct. #184-2184-5504 \$ 20,631.44

Building Dept. block wall plan review fees paid from Acct. #001-2010-4937 \$ 1,464.71
(Additional fees, if any, to be determined at completion of block wall plan review.)

SUBTOTAL \$ 59,405.72

PAID: \$ 0.00

BALANCE DUE: \$ 59,405.72

PERFORMANCE BOND

Bond Number: 100063191

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC
_____, of
17 Mayfair Drive, Rancho Mirage, CA 92270, hereinafter
referred to as the Principal, and Merchants Bonding Company (Mutual)
as Surety, are held and firmly bound unto The City of Hanford - Engineering Department
of 37 N. Douty Street, Hanford, CA 93230, hereinafter
referred to as the Oblige, in the sum of One Million One Hundred Twenty-Four Thousand Three Hundred Sixty-Four & 46/100 Dollars
(\$1,124,364.46), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 15th day of June
2023, for Tract 915, Unit II - Street Lighting, Fencing, Landscaping, Irrigation System,
Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 15th day of June, 2023.

Enclave 66, LLC

(Principal)

By [Signature] (Seal)

Merchants Bonding Company (Mutual)

(Surety)

By [Signature] (Seal)
Lynnette Long Attorney-In-Fact

PAYMENT BOND

Bond Number: 100063191

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC

_____ of
17 Mayfair Drive, Rancho Mirage, CA 92270, hereinafter

referred to as the Principal, and Merchants Bonding Company (Mutual)

as Surety, are held and firmly bound unto The City of Hanford - Engineering Department

of 37 N. Douty Street, Hanford, CA 93230, hereinafter

referred to as the Oblige, in the sum of Five Hundred Sixty-Two Thousand One Hundred Eighty-Two & 23/100 Dollars

(\$562,182.23), for the payment of which we bind ourselves, our legal representatives, successors

and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 15th day of June
2023, for Tract 915, Unit II - Street Lighting, Fencing, Landscaping, Irrigation System,
Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities
copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 15th day of June, 2023

Enclave 66, LLC

(Principal)

By [Signature] (Seal)

Merchants Bonding Company (Mutual)

(Surety)

By [Signature] (Seal)
Lynnette Long Attorney-in-Fact

MAINTENANCE BOND

Bond Number: 100063191

KNOW ALL PERSONS BY THESE PRESENTS, That we Enclave 66, LLC
_____ of
17 Mayfair Drive, Rancho Mirage, CA 92270, hereinafter
referred to as the Principal, and Merchants Bonding Company (Mutual)
as Surety, are held and firmly bound unto The City of Hanford - Engineering Department
of 37 N. Douty Street, Hanford, CA 93230, hereinafter
referred to as the Obligee, in the sum of One Hundred Twelve Thousand Four Hundred Thirty-Six & 45/100 Dollars
(112,436.45), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the The City of Hanford - Engineering Department
dated
June 23, 2023, for Tract 915, Unit II - Street Lighting, Fencing, Landscaping,
Irrigation System, Monuments and Lot Markers, Engineering Services, Earthwork Improvements & Private Utilities

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
one (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which
become apparent during the period of one (1) year(s) from and after NOC Date
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of June, 2023 .

Enclave 66, LLC

(Principal)

By [Signature] (Seal)

Merchants Bonding Company (Mutual)

(Surety)

By [Signature] (Seal)
Lynnette Long Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amy Smith; Barbara Duncan; Brook T Smith; Deborah S Neichter; Jacob Motto; James H Martin; James T Smith; Jason D Cromwell; Jennifer Edwards; Jill Kemp; Kelsy Hoagland; Leigh McCarthy; Lynnette Long; M Lacrosse; Raymond M Hundley; Susan Ritter; Theresa Hintzman; William O Walker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of June, 2023.



William Warner Jr.
Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky

County of Jefferson)

On June 12, 2023 before me, Amy Bowers, Notary Public
(insert name and title of the officer)

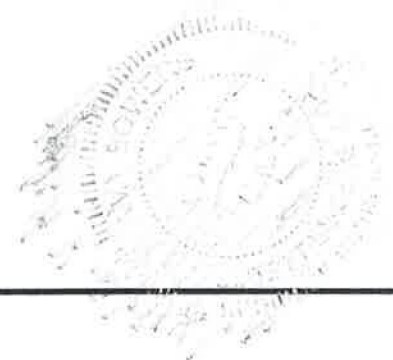
personally appeared Lynnette Long,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

AMY BOWERS
Notary Public, State at Large, KY
My comm. expires July 30, 2024
Notary ID #KYNP10729

Signature  (Seal)





	SUBDIVISION GUARANTEE	
--	------------------------------	--

CLTA Guarantee Form No. 14 – Subdivision Guarantee

SUBDIVISION GUARANTEE

ISSUED BY

ORANGE COAST TITLE COMPANY
2151 E. CONVENTION CENTER WAY, SUITE 102
ONTARIO, CA 91764
(909) 987-5433

Subject to the exclusions from coverage, limits of liability and the conditions and stipulations attached hereto and made a part of this guarantee,

Real Advantage Title Insurance Company
a corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Paragraph 4 of Schedule A.

THIS GUARANTY DOES NOT REPRESENT THE ACTUAL STATUS OF TITLE TO THE SUBJECT PROPERTY.

	SUBDIVISION GUARANTEE	
--	------------------------------	--

Real Advantage Title Insurance Company**SCHEDULE A****Subdivision Guarantee****Guarantee Number: CA-2830-2310961A-140**

Guarantee Order No. 140-2310961A-20

Liability \$10,000

Fee \$250.00

Date of Guarantee: May 26, 2023

1. Name of Assured: County of Kings and City of Hanford.
2. Subdivision Map Reference: County Tract No. 915 Unit 2
3. The map referred to above recites that it is a subdivision of the following described Land:

Being a subdivision of a portion of the Omitted Parcel shown n Parcel Map recorded December 6, 2012, in Book 19 at Page 100 of Parcel Maps, in the office of the Kings County Recorder, located in the City of Hanford, County of Kings, State of California, and being a portion of the Northeast Quarter of Section 34, Township 18 South, Range 21 East, Mount Diablo Base and Meridian.

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Enclave 66, LLC, a California limited liability company, as owner

The signature of one of the following parties will be required as trustee or beneficiary under deed of trust recorded March 17, 2022 as Instrument No. 2205140 of Official Records:

Trustee: Orange Coast Title Company

Beneficiary: SDP REIT, LLC, a Delaware limited liability company and SDP Financial 2020, LP, a Delaware limited partnership

The signatures of the parties named hereinafter as owners of the interests set forth, may be omitted under the provisions of section 66436, subsection (a) (3)(A)(i-viii) of the subdivision map act, their interest is such that it cannot ripen into a fee title and said signatures are not required by the local agency:

City of Hanford, holder of an easement for water transmission pipeline, by deed recorded July 14, 2006, as Instrument No. 0620689, Official Records.

Southern California Edison Company, holder of an easement for public utilities, by deeds recorded June 30, 2008 as Instrument No. 0812387, Official Records.

The signatures of the parties named hereinafter as owners of the interests set forth, may be omitted under the provisions of section 66436, subsection (a) (3)(B) of the subdivision map act, their interest is such that it cannot ripen into a fee title and said signatures are not required by the local agency:

Mussel Slough Inc., holder of oil, gas and mineral rights, by deed recorded October 17, 2003, as Instrument No. 0330148, Official Records.

Lucy Capdeville, holder of oil, gas and mineral rights, by deed recorded December 30, 1948 in Book 418 Page 133, Official Records.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. *Except to the extent* that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. *Notwithstanding* any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

REAL ADVANTAGE TITLE INSURANCE COMPANY

By: 

William D. Burding, Jr. - Executive Vice President & General Counsel

AUTHORIZED COUNTERSIGNER:

BY: R W Harper

LEGEND

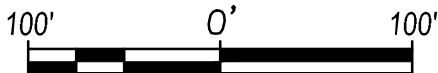
PROPOSED LANDSCAPE & LIGHTING DISTRICT AREA

W. LINE NE1/4 SECT. 34-18/21

(12 1/2 AVENUE)

AQUIFER DRIVE

TRACT NO.
915, UNIT 2



CENTER SECT. 34-18/21

S. LINE NE1/4 SECT. 34-18/21

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT
EXHIBIT

PROJ. NO. 22160

7/3/2023

SCALE: 1" = 100'

RECORDING REQUESTED BY:

CITY OF HANFORD

AND WHEN RECORDED MAIL TO:

CITY CLERK
City of Hanford
319 N. Douty St.
Hanford, CA 93230

(SPACE ABOVE FOR RECORDER'S USE)

LANDSCAPE ASSESSMENT DISTRICT BALLOT

DEVELOPER: Enclave 66, LLC.

DEVELOPER 5526 W. Sweet Drive
ADDRESS: Visalia, CA. 93291

APN: 009-050-0093 and 009-050-007

DEVELOPER:

- (☒) I / we support the annexation of Assessment District No. 19-02 for Tract No. 915 Unit II, Lots "A" and "B", and the levy and collection of annual assessments.
- (☐) I / we oppose the annexation of Assessment District No. 19-02 for Tract No. 915 Unit II, Lots "A" and "B", and the levy and collection of annual assessments.

Enclave 66, LLC.

By: 
Daniel Bailey, Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

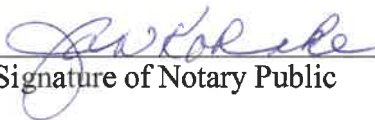
State of California)

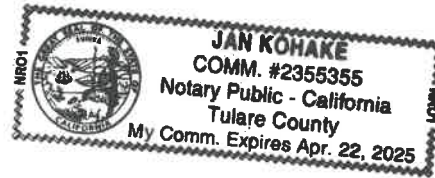
County of ~~Kings~~ ^{TULARE})

On July 10, 2023 before me, JAN KOHAK Notary Public, personally appeared DANIEL BAILEY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



RECORDING REQUESTED BY:

CITY OF HANFORD

WHEN RECORDED RETURN TO:

CITY CLERK

CITY OF HANFORD

319 North Douty Street

Hanford, California 93230

RESOLUTION NO. 23-25-R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
ANNEXING ADDITIONAL PROPERTIES TO ASSESSMENT DISTRICT
NO. 19-02, AND CONFIRMING LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR TRACT NO. 915, ENCLAVE 66, LLC. DEVELOPMENT.**

(Assessment District Annexation No. 19-02-A)

At a regular meeting of the City Council of the City of Hanford, duly called and held on July 18, 2023, it was moved by Council Member _____, seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, the City Council of the City of Hanford previously adopted Resolution 19-31-R ordering the formation of Assessment District No. 19-02 ("District"), for Tract No. 915 Enclave 66 subdivision in the City of Hanford, County of Kings, California;

WHEREAS, the additional territory proposed to be annexed into the District includes properties known as Tract No. 915 Unit II Enclave 66, ("Additional Properties");

WHEREAS, the annexation of Additional Properties into the District will provide for maintenance of the following improvements:

1 1. Decorative block wall fencing and landscape & irrigation system
2 improvements located along Millennium Drive and Aquifer Drive, located
3 adjacent to Tract No. 915 Unit II.

4 WHEREAS, the owners of all land within the boundaries of the District and the
5 Additional Properties have filed their consent to annexation of the Additional Properties
6 into the District, and have also consented to adoption of the Engineer's Report and the
7 levy of assessments identified therein.
8

9 WHEREAS, the owners of the Additional Properties, including the owners of
10 such lots and parcels as shall be created therefrom, should share in the cost of maintaining
11 the District improvements through payment of District assessments.

12 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
13 Hanford hereby orders the annexation of the Additional Properties as shown and
14 described in the Engineer's Report into the District, so that the District henceforth shall
15 include the Additional Properties, including such lots and parcels as shall be created
16 therein, so that the owners thereof shall share in the cost of maintenance of the public
17 improvements located within the District and on the Additional Properties; and,
18

19 RESOLVED FURTHER, that the City Council of the City of Hanford hereby
20 confirms the diagram and assessments for the District contained in the Engineer's Report,
21 and levies such assessments for the Fiscal Year 2022-2023; and,
22

23 RESOLVED FURTHERMORE, commencing with the calendar year 2024, and
24 January 1 of each calendar year ("Adjustment Date") thereafter during the life of the
25 District, the Total Annual Subdivision Assessment amount for the next calendar year shall
26 be an amount equal to the greater of:
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- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date; or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Worker, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on July 18, 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Travis Paden
MAYOR of the City of Hanford

Attest:

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NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the
foregoing Resolution was duly passed and adopted at a regular meeting of the City
Council of the City of Hanford held on the _____ day of _____, 2023.

Date: _____

City Clerk

1 **RECORDING REQUESTED BY:**

2 CITY OF HANFORD

3 **WHEN RECORDED RETURN TO:**

4 CITY CLERK

5 CITY OF HANFORD

6 319 North Douty Street

Hanford, California 93230

7 **RESOLUTION NO. 23-24-R**

8
9 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD**
10 **RESTRUCTURING PROPERTIES WITHIN ASSESSMENT DISTRICT**
11 **NO. 19-02, AND CONFIRMING LEVY AND COLLECTION OF ANNUAL**
12 **ASSESSMENTS FOR TRACT NO. 915, ENCLAVE 66, LLC. DEVELOPMENT.**

13 **(Assessment District Restructure No. 19-02-A)**

14 At a regular meeting of the City Council of the City of Hanford, duly called and
15 held on July 18, 2023, it was moved by Council Member _____, seconded by
16 Council Member _____, and duly carried that the following resolutions be
17 adopted:

18 WHEREAS, the additional territory proposed to be restructured into the District
19 includes properties known as Tract No. 915, Unit No. II (APN 009-050-0093 and APN
20 009-050-007) ("Restructuring Properties");

21 WHEREAS, the restructure of Additional Properties into the District will provide
22 for maintenance of the following improvements:

- 23 1. Decorative masonry block fencing, street lighting, and landscaping &
24 irrigation system improvements located along Millennium Way and
25 Aquifer Drive,
26
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1 WHEREAS, the owners of all land within the boundaries of the District and the
2 restructured Properties have filed their consent to restructuring of the Properties into the
3 District, and have also consented to adoption of the Engineer's Report and the levy of
4 assessments identified therein.

5 WHEREAS, the owners of the restructured Properties, including the owners of
6 such lots and parcels as shall be created therefrom, should share in the cost of maintaining
7 the District improvements through payment of District assessments.

8
9 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
10 Hanford hereby orders the restructure of Properties as shown and described in the
11 Engineer's Report into the District, so that the District henceforth shall include the
12 restructured Properties, including such lots and parcels as shall be created therein, so that
13 the owners thereof shall share in the cost of maintenance of the public improvements
14 located within the District and on the Additional Properties; and,

15
16 RESOLVED FURTHER, that the City Council of the City of Hanford hereby
17 confirms the diagram and assessments for the District contained in the Engineer's Report,
18 and levies such assessments for the Fiscal Year 2023-2024; and,

19 RESOLVED FURTHERMORE, commencing with the calendar year 2023-2024,
20 and January 1 of each calendar year ("Adjustment Date") thereafter during the life of the
21 District, the Total Annual Subdivision Assessment amount for the next calendar year shall
22 be an amount equal to the greater of:

23
24 (i) the Total Annual Subdivision Assessment amount in effect immediately
25 prior to the Adjustment Date; or

26 (ii) the product obtained by multiplying the Total Annual Subdivision
27 Assessment in effect immediately prior to the Adjustment Date by a
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fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Worker, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

Passed and adopted at a regular meeting of the City Council of the City of Hanford on July 18, 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the
foregoing Resolution was duly passed and adopted at a regular meeting of the City
Council of the City of Hanford held on the _____ day of _____, 2023.

Date: _____

City Clerk

ATTACHMENT "A"

ENGINEER'S REPORT ASSESSMENT DISTRICT NO. 19-02 (Pursuant to the Landscaping and Lighting Act of 1972)

Tract No. 915 Unit II – The Enclave – 12 1/2 Avenue & Millennium Way

Lisa Dock, City Engineer and Engineer of Work for Landscape Assessment District 19-02, City of Hanford, Kings County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements to be constructed and maintained in the District provide special benefits to all of the parcels within the District about and beyond general benefits conferred on parcels located in the District or to the public at large. Specifically, the particular and distinct special benefits include. This report will document the addition of Tract 915 Unit II improvements to the Landscape Assessment District established for Tract 915:

1. Reduction of traffic noise level from the street located adjacent to the District;
2. Restriction of unwanted pedestrian access onto the lots and parcels within the District;
3. Enhancement of appearance of the entrance into the subdivision which is included within the District;
4. Reduction of impact of dust and other particulate matter onto the lots and parcels within the District;

The improvements which are the subject of this report are briefly described as follows:

1. Decorative masonry block fencing, and landscaping & irrigation system improvements located along 12 1/2 Avenue and Millennium Way adjacent to Tract No. 915 Units I and II.
2. Interior street lighting with Tract No. 915 Units I and II.

This report consists of six parts as follows:

Exhibit "A": Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are incorporated herein by reference.

Exhibit "B": An estimate of costs to maintain the improvements.

Exhibit "C": An assessment of the estimated maintenance costs on each benefited parcel of land within the Assessment District.

Exhibit "D": A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Exhibit "E": A list of the names and addresses of the property owners of real property within each assessment district as shown on the last equalized assessment roll for taxes, or known to the Clerk. The list is keyed to Exhibit "C" by assessment number.

ATTACHMENT “A” continued...

Exhibit “F”: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Exhibit “C” by lot number.

Respectfully submitted,

Lisa Dock, P.E.
City Engineer

ENGINEER'S REPORT

ASSESSMENT DISTRICT NO. 19-02
(Pursuant to the Landscaping and Lighting Act of 1972)

Tract No. 915 Unit II – The Enclave – 12 1/2 Avenue & Millennium Way

The undersigned hereby respectfully submits the enclosed Engineer's Report as directed by the City Council.

DATED: _____

Lisa Dock, P.E.
City Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 20__.

Natalie Corral, City Clerk
City of Hanford
Kings County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessments and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Hanford, California, on the _____ day of _____, 20__.

Natalie Corral, City Clerk
City of Hanford
Kings County, California

By _____

EXHIBIT “A”

ASSESSMENT DISTRICT NO. 19-02
(Pursuant to the Landscaping and Lighting Act of 1972)

Tract No. 915 Unit II – The Enclave – 12 1/2 Avenue & Millennium Way

Plans and specifications for the improvements are those prepared by 4-Creeks and Holly Hills Group for the City Engineer. These plans and specifications have been filed separately with the Clerk of the Legislative Body and are incorporated in this report by reference.

EXHIBIT "B"

CITY OF HANFORD
ENGINEER'S REPORTASSESSMENT DISTRICT NO. 19-02
FISCAL YEAR 2022-2023

ESTIMATED ASSESSMENTS

Tract No. 915 Unit II– The Enclave – 12 1/2 Avenue & Millennium Way

		FY 2022-2023		
ITEM NO.	DESCRIPTION	ESTIMATE UNITS	RATE	AMOUNT
A. MAINTENANCE COSTS				
1.	Landscape and Irrigation System along 12 1/2 Ave & Millennium Way (Labor and Materials)	11,018 SF ±	\$ 0.30/SF	\$ 3,305.40
2.	Decorative Block Walls along 12 1/2 Ave & Millennium Way (Labor and Materials)	1,107 LF ±	\$ 0.50/LF	\$ 553.50
3.	Water Usage (Cost levied to Phase I)	No services	\$ 2,400.00/ea	\$ 0.00
4.	Electricity Usage (Cost levied to Phase I)	No meter	\$ 360.00/ea	\$ 0.00
B. INCIDENTAL COSTS/FORMATION COSTS				
1.	Staff Preparation of Documents		\$ 325.00	\$ 325.00
2.	Notice of Public Hearing		\$ 75.00	\$ 75.00
3.	Collection of Assessment		\$ 121.00	\$ 121.00
TOTAL ANNUAL SUBDIVISION ASSESSMENT AMOUNT FOR PHASE II				\$ 4,379.90

In reference to Resolution 19-37-R for Tract 915, there are two options to assess the adjusted cost for the fees associated with maintaining the Tract 915 Landscape Assessment District that were assessed in August of 2019. Option two was used, utilizing the Consumer Pricing Index (CPI) to obtain the adjusted increase from the initial Tract 915 Landscape Assessment District formation costs from August of 2019, to the last day in March 2023, equated as follows:

March 2023 CPI- 295.999

August 2019 CPI- 249.559

TRACT NO. 915 Unit I, LOTS 1 THROUGH 26 SHALL BE ASSESSED: (Per Tract 915 Engineer's Report)- <u>August 2019</u>	<u>\$ 11,036.80</u>
---	---------------------

$295.999/249.559 = 1.186$

$\$11,036.80 \times 1.186 = \$2,052.84$

$\$11,036.80 + \$2,052.84 = \underline{\$13,089.64}$

TRACT NO. 915 Unit I, LOTS 1 THROUGH 26, Adjusted increase of 18.6% per the Consumer Pricing Index (CPI) from <u>August 2019 to March 2023</u> .	\$ 13,089.64
---	--------------

TRACT NO. 915 Unit II, LOTS 27 THROUGH 66 SHALL BE ASSESSED:	\$ 4,379.90
--	-------------

TOTAL ASSESSMENT FOR TRACT NO. 915 UNITS I AND II	\$ 17,469.54
---	--------------

C. ADJUSTMENT FOR INFLATION IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53739(b)(1).

The Annual Total Subdivision Assessment Amount will be adjusted for inflation on an annual basis in accordance with the following formula:

Commencing with the calendar year 2023, and January 1 of each calendar year (“Adjustment Date”) thereafter during the life of the District, the Total Annual Subdivision Assessment Amount for the next fiscal year shall be an amount equal to the greater of:

- (i) the Total Annual Subdivision Assessment amount in effect immediately prior to the Adjustment Date, or
- (ii) the product obtained by multiplying the Total Annual Subdivision Assessment in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to January 1 of the first year the Subdivision Assessment became effective.

The term “Index” means the Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose Consolidated Statistical Area, 1982-1984, equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes, but if that agency fails to supply indexes that it deems comparable or if no succeeding index is published, the City shall determine an appropriate alternative published price index.

EXHIBIT "C"

ASSESSMENT ROLL AND ESTIMATED ASSESSMENTS

Tract No. 915 Unit I – The Enclave – 12 1/2 Avenue & Millennium Way

<u>SPECIAL ASSESSMENT NUMBER</u>	<u>AMOUNT OF ASSESSMENT</u>	<u>PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER</u>
1	\$264.69	Tract 915-1, Lot 1
2	\$264.69	Tract 915-1, Lot 2
3	\$264.69	Tract 915-1, Lot 3
4	\$264.69	Tract 915-1, Lot 4
5	\$264.69	Tract 915-1, Lot 5
6	\$264.69	Tract 915-1, Lot 6
7	\$264.69	Tract 915-1, Lot 7
8	\$264.69	Tract 915-1, Lot 8
9	\$264.69	Tract 915-1, Lot 9
10	\$264.69	Tract 915-1, Lot 10
11	\$264.69	Tract 915-1, Lot 11
12	\$264.69	Tract 915-1, Lot 12
13	\$264.69	Tract 915-1, Lot 13
14	\$264.69	Tract 915-1, Lot 14
15	\$264.69	Tract 915-1, Lot 15
16	\$264.69	Tract 915-1, Lot 16
17	\$264.69	Tract 915-1, Lot 17
18	\$264.69	Tract 915-1, Lot 18
19	\$264.69	Tract 915-1, Lot 19
20	\$264.69	Tract 915-1, Lot 20
21	\$264.69	Tract 915-1, Lot 21
22	\$264.69	Tract 915-1, Lot 22
23	\$264.69	Tract 915-1, Lot 23
24	\$264.69	Tract 915-1, Lot 24
25	\$264.69	Tract 915-1, Lot 25
26	\$264.69	Tract 915-1, Lot 26

* Notes: Assessment amount for Lots 1 Thru 26 are based on lots as shown on Tentative Subdivision Map No. 915, The Enclave

EXHIBIT "C"- (Continued)
ASSESSMENT ROLL AND
ESTIMATED ASSESSMENTS
Tract No. 915 Unit II – The Enclave – 12 1/2 Avenue & Millennium Way

SPECIAL ASSESSMENT NUMBER	AMOUNT OF ASSESSMENT	PROPERTY DESCRIPTION OR ASSESSOR PARCEL NUMBER
27	\$264.69	Tract 915-2, Lot 27
28	\$264.69	Tract 915-2, Lot 28
29	\$264.69	Tract 915-2, Lot 29
30	\$264.69	Tract 915-2, Lot 30
31	\$264.69	Tract 915-2, Lot 31
32	\$264.69	Tract 915-2, Lot 32
33	\$264.69	Tract 915-2, Lot 33
34	\$264.69	Tract 915-2, Lot 34
35	\$264.69	Tract 915-2, Lot 35
36	\$264.69	Tract 915-2, Lot 36
37	\$264.69	Tract 915-2, Lot 37
38	\$264.69	Tract 915-2, Lot 38
39	\$264.69	Tract 915-2, Lot 39
40	\$264.69	Tract 915-2, Lot 40
41	\$264.69	Tract 915-2, Lot 41
42	\$264.69	Tract 915-2, Lot 42
43	\$264.69	Tract 915-2, Lot 43
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58	\$264.69	Tract 915-2, Lot 58
59	\$264.69	Tract 915-2, Lot 59
60	\$264.69	Tract 915-2, Lot 60
61	\$264.69	Tract 915-2, Lot 61
62	\$264.69	Tract 915-2, Lot 62
63	\$264.69	Tract 915-2, Lot 63
64	\$264.69	Tract 915-2, Lot 64
65	\$264.69	Tract 915-2, Lot 65
66	\$264.69	Tract 915-2, Lot 66

* Notes: Assessment amount for Lots 27 Thru 66 are based on lots as shown on Tentative Subdivision Map No. 915 Unit II, The Enclave.

EXHIBIT “D”

METHOD OF APPORTIONMENT OF ASSESSMENT

ASSESSMENT DISTRICT NO. 19-02

(Pursuant to the Landscaping and Lighting Act of 1972)

Tract No. 915 Unit I and Unit II– The Enclave – 12 1/2 Avenue & Millennium Way

This proportionate special benefit to each parcel in the District in relationship to the entirety of the cost to maintain and operate the improvements identified herein is equal to all parcels. The assessment applicable to each lot does not exceed the reasonable cost of the proportional special benefit conferred on each parcel. This established as follows:

Total cost of special benefit is \$17,469.54.

Cost of proportional special benefit conferred on each lot is \$264.69.

EXHIBIT “E”

PROPERTY OWNERS LIST

ASSESSMENT DISTRICT NO. 19-02

Tract No. 915 Unit I and Unit II – The Enclave – 12 1/2 Avenue & Millennium Way

ASSESSMENT NUMBERS	PROPERTY DESCRIPTIONS	OWNERS NAME AND ADDRESS
1 through 26- Phase I	Lots 1 through 26	Holly Hills Group 480 E. Bogert Trail Palm Springs, CA 92264
27 through 66- Phase II	Lots 27 through 66	Enclave 66, LLC. 5526 W. Sweet Drive Visalia, CA. 93291



ENCLAVE 66 HANFORD HOMEOWNERS ASSOCIATION

ASSOCIATION MAINTENANCE MANUAL

A customized inspection and maintenance guide designed to aid in effectively managing the interests of your community.

This Association Maintenance Manual has been written exclusively for ***Enclave 66 Hanford Homeowners Association***.

Introduction

This Association Maintenance Guide has been prepared specifically with the Homeowners Association in mind. It is an important tool in helping the ***Enclave 66 Hanford Homeowners Association*** Board members establish a comprehensive preventive maintenance program to extend the life and appearance of the components within the community.

Getting Started

This guide contains descriptions and examples of the components, materials, and amenities found in the common areas of the community for which the Homeowners Association is responsible. It provides the inspection and primary preventive maintenance tasks needed for a successful maintenance program. It also contains instructions and precautions intended to help the Homeowners Association Board members and homeowners ensure they are using the community in a way that preserves its integrity and performance.

ENSURING PROPER IMPLEMENTATION

The maintenance information and program outlined in this guide will only be as effective as the implementation. Without a clearly defined strategy for implementing maintenance, diligent adherence to that system, and conscientious follow-up to ensure all maintenance items are completed per the recommended schedule, the proper maintenance of the common areas and amenities will not be achieved.

To ensure effective implementation of this guide, it is strongly recommended that the Association's Board of Directors and/or its representatives:

1. Consult Experts and Professionals.

Employ licensed landscape contractors and/or landscape architects and building experts to regularly assess the condition of the components within the development. Based on the information provided by these experts, make adjustments to the maintenance schedules and budgets to assure adequate funding of operation and reserves.

For maintenance tasks outside maintenance staff expertise or ability, it is best to hire licensed professionals. Hiring vendors without proper licenses, bonding, and insurance is risky.

2. Document Maintenance and Inspections.

Make copies of the logs included in this guide and use them to record the specifics of each maintenance task performed: date, time, task, company or person responsible, verification, results (workmanship quality), and any necessary follow-up.

3. Perform Annual Audits.

Schedule a reserve study consultant to perform an annual audit of the property and maintenance log. Place an annual maintenance audit reminder on the calendar to ensure that the Association property is regularly inspected to assess the condition of the components. Review **all** maintenance logs to verify that all scheduled maintenance has been performed.

4. Revise the Homeowners Association Maintenance Guide and Schedules.

Update this Maintenance Guide and the schedules as the Association's needs change. One of the benefits of regularly scheduled maintenance inspections, reports, record logs, and audits is that a clearer picture of the maintenance needs will result over time. As these evolve and become more distinct, the Maintenance Guide should reflect the community's changing **Consult Manufacturer Documentation**.

It is important for the Homeowners Association to be familiar with the owner's manuals that came with the products installed in the community. In the event of a conflict between the guidelines in this guide and those provided by the manufacturer of any component in the community, the manufacturer's guidelines prevail.

ICON KEY

Icons draw attention to especially important information:



Caution: The *Caution* icon brings attention to conditions and maintenance steps that, if not properly followed, may result in damage to the facilities.



Warning: The *Warning* icon points out conditions that could be hazardous to the Association members or their guests if not properly addressed.



Note: The *Note* icon indicates points of interest related to the current subject.

INTENT AND LIMITATIONS

The intent of this guide is to identify the major components for which the Homeowners Association is responsible for maintenance and describe the tasks necessary to extend the life and appearance of the components within the community. The guide is to serve as a recommendation for the Board of Directors, homeowners, and the Association's management company. Implementation of these recommendations should be under the control of the Homeowners Association-appointed representative of ***Enclave 66 Hanford Homeowners Association***. It **will** also provide some continuity between governing boards when there are changes in management personnel.

Limitations. The common area components included in this guide are based upon the Builder's direction, the Association budget, and the CC&Rs. The maintenance recommendations are based on typical products and components installed in residential communities. The products and components installed in the community or those that may be added by the Homeowners Association later. Since it is not possible to foresee every potential maintenance need that might arise, this guide is not all-encompassing and should not be considered the sole source of information concerning maintenance requirements for ***Enclave 66 Hanford Homeowners Association***. Used in conjunction with other

authoritative information and expert advice available, it will provide an excellent basis for strategic planning.

CALGreen. The State of California passed a new, greener building code effective January 1, 2011. The code, referred to as CALGreen, requires that owners be provided with an operation and maintenance manual for their homes and communities. This guide is to remain with the building throughout the life cycle of the community. (2016 California Green Building Standards Code, Section 4.410.1.1.)

Preventive Maintenance. Cost-effective maintenance includes attending to immediate maintenance needs and implementing a comprehensive preventive maintenance program. Preventive maintenance is important in extending the life and maintaining the appearance of the components within the community. This is key for maintaining property value.

Maintenance Needs. This guide was written based on normal use in average environmental and weather conditions. The maintenance needs of *Enclave 66 Hanford Homeowners Association*, however, are never fully predictable. *Enclave 66 Hanford Homeowners Association* is subject to all types of unusual weather conditions, normal and abusive use, vandalism, and the unexpected. The maintenance frequencies recommended by this publication are based on industry standards and the best information currently available; however, adjustments may be necessary to compensate for either adverse or exceptional conditions. Over time, the maintenance requirements of the community will undoubtedly change. Products or components may change as replacements are made. This is another reason to update the Maintenance Guide.

Manufacturer Recommendations. In the event that any builder or manufacturer recommendation conflicts with the recommendations in this guide, the builder or manufacturer guidelines prevail.

BENEFITS OF USING THIS GUIDE

There are several great reasons to follow the recommendations found in this guide:

- They collectively serve as an excellent management tool in helping inspect the community and schedule maintenance.
- The CC&Rs, California State Law (Civil Code Title 7), and conditions of the Builder's warranty require that the community implement this guide. The Homeowners Association is required to properly maintain the community in order to retain full rights to have the Builder correct construction deficiencies during and after the warranty period.
- Preventive maintenance saves money, time, and helps prevent potential injuries.
- Property values tend to be higher with proper maintenance.

Implementation of the preventive maintenance tasks and schedules in this guide will maximize the beauty of *Enclave 66 Hanford* and help ensure that every component's intended life expectancy is reached. It is a good idea to create a standing agenda item at each Board meeting to ensure that proper implementation is taking place. The Board should contractually require that any property management and/or property maintenance companies implement the recommendations in this guide.

Site Maintenance

This chapter addresses the maintenance needs of the community's site features and components.

Back Flow Preventers

Three different types of backflow preventers are often installed in communities. They service the various water supply systems for irrigation, domestic water, and fire sprinklers (if installed). A backflow preventer is designed to prevent contamination of the city water supply by stopping backflow from the building's water systems. Each city and state has their own requirements for certification and inspection. Confirm the requirements with the city in which the community is located.



Backflow Preventer (Park Strip)

Important Information

- Monitor Discharge.** Periodic discharge of water from the relief valve is part of the backflow preventer's intended function. However, if there is a noticeable water bill increase or excessive leaking, have the unit professionally inspected and repaired as needed.

Recommended Maintenance Tasks	Frequency
Inspect for leaks and vandalism.	Monthly
Schedule a licensed inspector to check for leaks and re-certify.	Annually or per local codes

Effects of Deferred Maintenance

Failure to examine and repair backflow units may result in malfunction and affect nearby turf, trees, and other plant life. Ineffective backflow prevention may contaminate the domestic water supply.

Common Area Power Controller

The common area power controller, often referred to as a Meyers Box, regulates the common area power to equipment such as irrigation controllers and area lighting.



Common Area Power Controller



Note: The common area power controller operates on circuit breakers, like all other electrical components. They may require replacement over time, as they will become worn and eventually fail.

Recommended Maintenance Tasks	Frequency
Oil hinges..	Quarterly
Paint boxes.	Every 1 to 2 years and as needed

Effects of Deferred Maintenance

Keep water and plants off the common area power box to help prevent against rusting and diminished appearance.

Irrigation System

IRRIGATION SYSTEM: GENERAL RECOMMENDATIONS

A comprehensive maintenance program will help ensure the reliability of the irrigation system. The irrigation system includes all of the components necessary for distributing water to the community's landscaping. When installing additional irrigation equipment, make sure the new equipment is compatible with the system that is already installed.



Note: The Association is responsible for the landscaping and irrigation system located in the park areas in Unit I and Unit II and the perimeter landscaping outside the walls of the

development along 12 ½ Avenue, Millennium Way, Union Street and along Cardinal Avenue and Falcon Avenue.



Warning: As part of a water conservation program, the community may use reclaimed water for irrigating. **Reclaimed water is not safe to drink.**



Irrigation Controller



Wireless Solar-Sync

Water Conservation

Following are some suggestions for conserving water with your irrigation system:

- Water the lawns and landscaping during the coolest and least windy part of the day (usually early morning) to reduce water loss through evaporation.
- Make sure the irrigation system is not watering the yard on rainy days, or immediately before or after it has rained. Even on dry days, make sure the system is not over-watering the plants or over-saturating the soil. Re-program the system seasonally and as necessary to adjust to weather conditions.
- Make sure that the irrigation spray is not watering paved surfaces. Sweep driveway and pathways, rather than hosing them down.
- If adding or replacing an irrigation system, select a high-efficiency system with a timer and a moisture sensor controller or **rain** delay controller. Drip irrigation is much more efficient than spray/sprinkler irrigation.

- Put an automatic shut-off/trigger nozzle on the garden hose(s) in order to prevent water waste.

How the System Works

The irrigation controller is the master control that regulates the irrigation process. It controls how often the irrigation system disperses water by turning the irrigation valves on and off according to a programmed watering schedule. The controller has a battery backup which should be inspected after power outages to verify that the timing schedule has not been lost if the battery was not fresh.

Only water when plants and weather conditions require. Watering is typically best done in the early morning when wind and temperatures are low. Evening watering may encourage plant diseases when foliage is wet all night. In addition, once plants are established, watering tends to be more effective when done less often and deeper, if weather and soil conditions allow. *Apply water only in amounts necessary for plant health. Unusual increases in water bills can be indications of leaks in the irrigation system.*

Changing short-term weather conditions and seasonal changes will require fine-tuning the program for proper watering. During wet seasons or extended rainy periods, shut down the controller until additional water is needed in the landscaped areas. Controllers that utilize rain sensors are advisable. The goal is to apply only as much water as the plants need for healthy growth.

Because plant growth and weather vary by month, inspect water application amounts on a monthly and seasonal basis and adjust as needed to allow for site-specific conditions. Exposure, weather, soil variables, and other factors which cannot be predicted will affect the amount of water needed. Adjust irrigation schedules accordingly.



Caution: Check the system after electrical storms, as lightning strikes may affect the system.

Mainline and Lateral Pipes

The mainline and lateral pipes carry water from the water source to, and between, the disbursement points (sprinkler heads). Mainline (supply) pipes are "hot" (always pressurized) and connect the valves to the water source. Lateral pipes are filled with water only when a remote control valve is opened to serve a group of sprinkler heads.



Caution: Repair plastic (PVC) irrigation supply and lateral pipes immediately when a leak is detected. As with the other components of the irrigation system, repairs that are not attended to immediately could result in long-term damage to plant life and cause soil erosion in the affected areas.

Recommended Maintenance Tasks	Frequency
Examine controller for moisture damage and corrosion. Inspect for dead backup batteries, loose connections, deteriorated weatherproofing, and damaged hardware.	Weekly
Check the controller to ensure that the scheduled program is working properly, and adjust for proper watering.	Weekly
Adjust each irrigation station run time in response to changing weather conditions and plant needs. Record changes to irrigation settings.	Weekly and as needed
Reset the controller schedule for Daylight Saving Time and after any power failures. Keep a fresh battery in the clocks to minimize the need for resetting.	Twice per year and as needed
Replace the backup battery.	Annually
Replace the controller(s) as they fail.	Every 4-5 years and as needed.

Effects of Deferred Maintenance

Failure to examine the controllers may result in inadequate or overwatering which, even for a short period of time, may be disastrous to surrounding landscaping.

Overwatering may cause water accumulation that may lead to plant death, pavement failures, slippery pavement, and surface waterproofing problems.

DRIP SYSTEM

Drip emitters disperse water from the irrigation system to the plants. Every attempt has been made to provide efficient coverage for all areas irrigated by the drip emitters. However, because every area is a unique shape, with varying sun, wind, and soil conditions, dry (or wet) spots may develop.

Important Information

Monitor for Oversaturation. The drip irrigation system is extremely efficient at delivering water to the plants' root system. As the plants mature, they typically require less water from the drip emitters. Inspect the plants for signs of oversaturation, and adjust the drip irrigation system as needed.

Recommended Maintenance Tasks	Frequency
After any irrigation repair, flush piping and re-test for proper function.	As needed
Check for broken or clogged emitters.	Monthly
Operate the air and flush valves.	Quarterly

Effects of Deferred Maintenance

Failure to examine, replace, and adjust sprinkler system components may result in inadequate or surplus water supply, affecting nearby turf, trees, and other plant life. Over watering will eventually lead to soil erosion, and could harm nearby structures and/or hardscape surfaces

SPRINKLER HEADS

Irrigation sprinklers disperse water from the irrigation system to the plants. Irrigation systems are designed to provide double-coverage for all areas irrigated by the sprinkler system. However, because every area has a unique shape with varying sun, wind, and soil conditions, dry or wet spots may develop.



Sprinkler Head

Important Information

- **Risers.** As shrubs and ground covers grow, it may be necessary to add risers to certain sprinkler heads or cut back shrubbery so spray patterns are not blocked. It may be necessary to stake irrigation heads for risers 12 inches or taller to maintain performance. Taller heads can start to tilt or sway if not secured.
- **Prevent Overspray.** The sprinkler patterns have been chosen to keep overspray to a minimum; however, windy conditions, plant growth, and other factors will sometimes result in isolated overspray or underspray problems. Inspect regularly to identify such areas. Make necessary adjustments immediately.
- **Repairs.** Flush and re-test the piping after repairs to the irrigation system to ensure the sprinklers are functioning properly and providing adequate coverage.



Caution: Keep water off structures and hardscape to prevent damage and slipping hazards

Check for broken or improperly adjusted sprinkler heads, clogged or worn nozzles and gear drives, grit in seals or moving parts, and physical damage.

Examine for appropriate sprinkler coverage. Prevent overwatering and minimize overspray. Inspect for proper spray patterns, and ensure that structure walls are not in the spray pattern. Adjust the riser height of sprinklers as needed.

Compare and analyze plant and site conditions to determine if the water amounts are appropriate. Make adjustments if necessary.

Recommended Maintenance Tasks

Monitor the amount of water being applied and adjust, if necessary.

Check for broken or improperly adjusted sprinkler heads, clogged or worn nozzles and gear drives, grit in seals or moving parts, and physical damage.

Examine for appropriate sprinkler coverage. Prevent overwatering and minimize overspray. Inspect for proper spray patterns, and ensure that structure walls are not in the spray pattern. Adjust the riser height of sprinklers as needed.

Compare and analyze plant and site conditions to determine if the water amounts are appropriate. Make adjustments if necessary

Frequency

Weekly

Monthly and as needed

Monthly

Annually or as needed.

Effects of Deferred Maintenance

Failure to check, replace, and adjust the sprinkler system components may result in an inadequate or surplus water supply, which may affect plant life. Consistent overwatering eventually leads to soil erosion and may damage the buildings and hardscapes.

VALVES

Valves are remotely controlled by the irrigation controller and regulate the flow of water throughout the system.



Important Information

Test Water Pressure. The water pressure supplied to the valves should be at least 50 psi, not exceeding 60 psi. Test the system upstream of the valve connection and adjust/install a pressure regulator as needed

Recommended Maintenance Tasks

- Manually operate and visually inspect the valves to ensure they are operating properly.
- Check for diaphragm or seat wear, sticking solenoids or diaphragm, corrosion of wire connections, clogged screens and orifices, and debris or stones lodged under the valve.
- Examine quick coupling valves, and ball or gate valves.

Frequency

- Monthly
- Annually
- Monthly

Effects of Deferred Maintenance

Delayed or neglected repairs may result in damage to landscaping and adjacent hardscape

Landscaping

LANDSCAPING: OVERVIEW

Builder-installed ground cover, turf, trees and shrubs have been selected for their compatibility with each other, as well as with architectural, site, and soil conditions. They grow at varying rates depending on climatic conditions, maintenance, and a host of other factors. The important thing to keep in mind is that the landscaping is a dynamic, living system and proper care is critical for it to mature successfully.

When installing additional plants, always choose plants that are compatible with existing plants, and "hydrozone" to group plants into zones based on the plants' watering (and shade/sun) requirements. Keeping plants' roots, stems, and branches away from the foundation will help prevent pests from entering the buildings and will make it easier to inspect the foundation for termite tunnels or any other issues; it will also prevent the need to irrigate near the foundation and it may reduce the need for pruning.

When adding new plants to the landscaping, select native plants or plants that are suited to the development's climate and that require little, if any, irrigation. Native plants are also more likely to be adapted to local insect species, so they are less likely to require the application of any insecticides. Be careful to avoid introducing any plants that have been deemed to be "invasive" species in the region. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

Turf grass typically requires much more water than groundcover or shrubs, so the less grass/lawn area the community has, the less irrigating will be required. If adding grass seed or turf, select a drought-tolerant variety.



Note: The Association is responsible for the landscaping and irrigation system located in the unfenced front and side yards of the perimeter lots and within the landscape strip located between the sidewalk and the back of the curb along Worthington Circle.

General Guidelines

Adjust the Maintenance Schedules

The maintenance needs of the plants may change over time with the seasons and plant growth; apply these changes to the long-term maintenance plan.

- **Choosing and Maintaining Plants**

If the community has significant steep banks, selection and maintenance of plants and watering may have important consequences for drainage and erosion control. Keep plants from overgrowing drainage swales, and repair swale blockages immediately. Diligently maintain common greenbelt areas to prevent flooding. When installing new plants, consult with a local landscape architect or nursery regarding plants that are appropriate to local soil and other conditions.

- **Maintain Healthy Soil**

Add mulch and compost to the landscaped areas periodically, as needed. Incorporate 2-4 inches of compost into the top 6-12 inches of soil, except for plant species that do not thrive in soil with that much organic matter. Use fully stabilized, certified compost as a soil amendment where appropriate. Compost can increase water-holding capacity and plant nutrient availability. Also maintain a minimum of 2-3 inches of natural mulch on all landscaped soil surfaces, at least until plants grow to cover the soil. Do not place mulch directly against plant stems or trees. Use organic mulch materials, such as fallen leaves or chipped landscape debris. Using mulch can conserve water, reduce weed growth, and add nutrients to the soil.



Warning: Always closely follow the manufacturer's recommendations for insecticides, garden chemicals, and fertilizers that are used in the community. Some may be toxic and should be stored safely *away* from children and pets. Try minimal, natural controls first, if possible.



Caution: Be sure to avoid introducing any plants into the landscape that have been deemed to be "invasive" species in the region where the community is located. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

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Caution: Be sure to avoid introducing any plants into the landscape that have been deemed to be "invasive" species in the region where the community is located. For a list of regional resources on invasive species, visit: www.invasivespeciesinfo.gov/unitedstates/state.shtml. Within California, see the California Invasive Plant Council's website at www.cal-ipc.org for a list of invasive species in the area.

SHRUBS AND VINES

Consult with a local landscape expert to determine the optimal fertilization schedule for the shrubs and vines in the community. Shrubs that are planted in the same bed as ground cover typically benefit from the fertilizer applied to the ground cover and additional fertilizer is usually not needed. However, periodically assess the shrubs' response to the recommended fertilization program and make adjustments as necessary.



Association-Maintained Shrubs

Important Information

Always Use a Trellis. Do not grow vines directly on walls or fences, and never on the side of structures, as weight, water retention or roots may cause damage or prevent proper structure maintenance. Use a trellis that can be lowered, if necessary, for maintenance on the fence or wall behind it. Keep shrubs and plantings a minimum of two feet from foundations.

Recommended Maintenance Tasks

Apply fertilizer to shrubs and vines that do not share a bed with ground cover. Fertilizing is typically best done in March, May, July, and September.

Prune shrubs and plants to prevent them from becoming “rangy” and to contain their size. Prune with care not to “poodle” shrubs. Neatly prune vines and espaliered plants. Ensure they are securely attached to trellises or latticework.

Apply insecticides to control infestations (such as aphids or white fly). Apply snail bait to prevent snails from damaging shrubs and plants.

Inspect shrubs for signs of nutrient deficiency and treat as necessary. Treat fungal, bacterial, and viral infestations as symptoms appear.

Frequency

Four times per year or per landscaper recommendations

Annually and as needed

As needed and as conditions indicate

Periodically and as needed

Effects of Deferred Maintenance

Neglect may result in the deterioration of the shrubs and vines in the community, eventually requiring removal, replacement, or drastic pruning, or result in a poor appearance.

TREES

The trees in the community grow at varying rates depending upon climatic conditions, maintenance, and a host of other factors. Like the other plants, trees need regular fertilization. Consult with a local landscape expert to determine the optimal fertilization schedule. Periodically inspect the trees to evaluate the response to the recommended fertilization program and make adjustments as necessary.

When choosing new trees, consider the size of the tree at maturity to ensure that it is appropriate for the intended location. Avoid planting trees in locations where roots or limbs may impact components such as the foundation, asphalt and concrete surfaces, and walls. Do not plant trees with shallow (yet spread out) root systems within 20 feet of foundations and/or site walls. Also, consider the potential impact of trees on neighboring property.



Association-Maintained Trees

Important Information

Root Pruning. When pruning tree roots, a proportional amount of foliage should be removed at the same time as roots are pruned. *Never root prune more than 25% of a tree's surface roots in any one year.*

-Organic Mulch. Apply and maintain a minimum of 2 inches of organic mulch around the trees.

<u>Recommended Maintenance Tasks</u>	<u>Frequency</u>
Check water or breather tubes that may be installed at the tree bases to ensure proper drainage. Remove standing water from breather tubes.	Monthly
Examine trees to determine whether staking should be added, removed, or adjusted to promote growth in the appropriate direction. Staking will also help trees resist high wind gusts.	Quarterly
Fertilize within the drip line to promote healthy growth. Fertilization of trees is typically best done in March and September. Research the best fertilization schedule for the tree species installed in the community.	Twice per year
Inspect tree trunk diameters. Replace trees planted in areas less than five feet wide when the trunk diameter exceeds six inches.	Annually and as needed
Thin or lace trees while they are dormant.	Annually
Prune to remove dead, diseased, or weakened limbs and promote the healthy and symmetric growth of the tree. Remove limbs that may impact buildings under windy conditions. Do not allow tree branches to overhang roofs.	Annually and as needed
Prune tree roots to prevent the potential cracking of sidewalks or driveways. Do not begin pruning roots until three years after the initial planting.	Annually
Apply insecticides to control infestations as needed.	As needed

Failure to properly care for the trees may lead to the deterioration of their health and appearance. Improper staking or root pruning may result in long-term damage to the adjacent hardscape or structures.

TURF AND GROUND COVER

As with the other plants in the community, regular fertilization of turf and ground cover is necessary. Consult with a local landscape expert to determine the optimal fertilization schedule. Inspect periodically to evaluate the response to the fertilization schedule and make adjustments as necessary.

Weeds will be a continuous problem, more so during the early stages before plantings become fully established, and to a lesser degree thereafter. Keep all areas free of weeds.



Association Maintained Turf

Important Information

- **Pests.** Control animal burrowing.
- **Drainage.** Do not allow water to drain or flow over slopes, as this will cause erosion.

Recommended Maintenance Tasks

Mow grass (turf) areas. Gather and dispose of leaves and trash from planting areas. Remove turf as needed, by hand or spraying, from within 12 inches of tree trunks to eliminate potential damage from mowers and string trimmers.

Edge grass (turf) areas.

Cut back excess ground cover to prevent “choking” of adjacent trees and shrubs.

Apply fertilizers to replenish soil nutrients required for healthy turf and plant growth. Fertilization is usually best done in March, May, July and September.

Remove weeds. Periodically apply appropriate herbicides to control unwanted weeds and grasses.

Aerate and vertically mow turf areas to relieve soil compaction and thatch buildup, allowing air and water to reach the root system.

Apply insecticides for control of aphids, snails, etc.

Frequency

Weekly

Twice per month

Quarterly and as needed

Four times a year or per landscaper recommendations

Twice per year and as needed

Annually

As needed.

Effects of Deferred Maintenance

Failure to provide adequate maintenance may result in the deterioration of turf and ground cover, as well as a poor appearance. Soil erosion may develop in areas where ground cover and other plant life have deteriorated.

Lighting

The area lights around Willow Glen are for the safety of residents and guests, and may be used to add beauty to the community as well. Lighting fixtures may be installed on the building, poles, along walkways, or incorporated into the landscape design. They may be controlled by timers or photo cells mounted on nearby buildings or on the light unit itself.

Important Information

- Water.** Keep water off the units as much as possible. Ensure that gutters direct water to proper drainage paths, and that drainage does not occur on or around the light fixtures.
- Use Proper Lamps.** Do not exceed the lamp wattage recommended for the fixture. The heat from confined high wattage bulbs can damage the fixture encasement. Use exterior light bulbs for exterior fixtures, and use wet location light bulbs appropriately.
- Servicing.** When servicing lighting in areas with like fixtures, make note of the installation date and change all lamps when failures begin and meet expected lamp life. This will save in costly labor to restage for one fixture at a time.

Recommended Maintenance Tasks

Inspect for and replace burned out bulbs. Replacement types must be the same type as the old bulb.

Clean the encasement and fixture so light can shine at full illumination.

Check pole lighting for rust or corrosion, particularly at the bases, and repair as necessary. Examine the attachment belts and hardware as well.

Ensure that lighting timers are properly adjusted for the required time periods.

Trim tree branches that block the illumination from the pole mounted lighting.

Paint the poles.

Frequency

Monthly and as needed

Quarterly

Quarterly

Twice per year, when the time changes

As needed

Every 3-5 years.

Effects of Deferred Maintenance

Failure to provide the maintenance required may cause danger if proper illumination is not maintained. Water and lack of cleaning diminishes the attractiveness and function of this feature.

DRAINAGE AND GRADING: GENERAL RECOMMENDATIONS

Proper maintenance of the drainage and irrigation components is a critical part of the long-term protection of not only the community as a whole, but of the individual homeowner's property as well. Neglected or poor maintenance may result in moisture intrusion into the buildings or site components, as well as soil erosion and improper drainage.

Maintain proper drainage and grading to best protect the landscape and community buildings from water damage.

Water is the #1 potential hazard to the community! Be sure to keep the adjacent grade sloped *away* from the buildings to allow water to drain properly.

The community has been graded to facilitate drainage of water to the street or other approved drainage structures. It is essential to maintain a proper grade and drainage to prevent pooling that could affect foundation slabs. Furthermore, the Homeowners Association could be liable for any damage from water diverted to private property.



Important Information

- **Drainage Outlets.** Maintain outlets at drainage flow lines where fences or walls cross them. Maintain drainage-to-drainage flow lines at planters and planter areas.
- **Maintain the Grade.** Be sure to keep the grade sloped away from building foundations per local codes (typically a slope of 2% to 5%). Additionally, keep soil a minimum of four inches below the floor level and the base of siding and stucco (some experts recommend six to eight inches). Check local codes to see what is required for the city or county the community is located in.
- **Area Drains.** Area drains may be a part of the drainage system and are installed to

remove excess surface water from the landscape. It is important to keep them free from blockage in order to prevent clogging and flooding. Wood chips may float up and block drains; consider using landscaping stones for 2-3' around drains if wood chips are used in a landscaped area.

- **Drainage and Foundations.** Keep plants that require heavy watering away from foundations.
- **Preserve Drainage Design.** Landscape or hardscape additions that change slopes or grades can affect drainage. Many communities are designed to drain water from yard to yard. If the Homeowners Association installs landscape or hardscape patios, walkways, or walls) that interferes with this flow, the Homeowners Association could create a significant problem and be liable for damage. Always consult an expert when work affects drainage.
- **Burrowing Animals.** Animals that burrow can leave holes and loose soil that may lead to erosion. Inspect regularly for rodents and burrows in the landscaping, treat the problem, and immediately repair any damage that has been left.



Caution: Homeowners are often the eyes and ears of the community. Educate homeowners to report common area landscaping, drainage or irrigation problems to their Homeowners Association representative immediately.



Caution: Clear clogged drainage pipes immediately!

Recommended Maintenance Tasks

Inspect drains, inlets, and catch basins for blockages, Check downspouts carrying water from roof gutters to ensure drainage is directed to appropriate drains.

Examine surface swales to ensure that they are draining freely to catch basins and/or drain inlets with no blockage or ponding. Maintain a minimum grade of 2%. Repair conditions that limit surface drainage.

Trim ground cover and remove debris around drain inlets and swales.

Clean out inlets, catch basins, and drainage lines to keep them free of debris.

Inspect to ensure that the grade slopes away from building foundations to prevent water accumulation. Reslope the grade as needed.

Ensure that the grade is kept below the level of the stucco weep screeds, masonry wall flashings, etc. to prevent water infiltration into buildings.

Frequency

Monthly in dry seasons/weekly in wet seasons

Monthly

Quarterly and as needed

Twice per year

Annually

Annually

Effects of Deferred Maintenance

Landscape drain blockages may lead to flooding in lower ground areas, surrounding lawns, or plants. Severe flooding may also affect nearby hardscape or structures, as well as contribute to soil erosion.

EXPANSIVE SOILS

Some communities have "expansive" soils, meaning the soil is subject to expansion and contraction due to changes in moisture content. Because of this, overwatering can crack building foundations and damage exterior improvements. Therefore, it is important to carefully monitor watering patterns and make sure drains are installed and working properly.

While foundations and slabs are designed with sufficient strength for a reasonable level of volume change, it is important to minimize the moisture fluctuations in the soil under and around buildings.

For future exterior alterations and improvements, it is extremely important to consult a licensed soils expert to test the degree of expansiveness and to design improvements accordingly. The builder has control over the quality of materials, construction procedures, and labor used in any improvement made. Be certain that appropriate design and construction criteria are incorporated and followed.

STORM DRAINS

Storm drains carry away large quantities of runoff water from storms, irrigation, or other water sources from the paved surface areas within the community.



Storm Drain Inlet

Important Information

- **Learn About Water Pollution Prevention.** If the Builder did not provide information specific to Enclave 66, consult the website for the city or county where the community is located for tips about preventing storm water pollution. The Environmental Protection Agency website is another excellent resource for learning about and identifying Storm Water Pollution Prevention measures and requirements and can be found at www.epa.gov. Some suggestions for preventing storm water pollution can also be found on following pages of this guide.

Determine Who is Responsible. Consult with local governing authorities for storm drain maintenance requirements specific to the county or city where the community is located. Some storm drains are maintained by the City or County, while others are the responsibility of the community. It is important that the Homeowners Association know who is responsible for the storm drains in Enclave 66.

Recommended Maintenance Tasks

Visually inspect storm drains for obstructions.

Remove dirt, mud, and debris to keep drain clear as needed.

Frequency

Quarterly and at beginning of rainy season

As needed

Effects of Deferred Maintenance

Failure to maintain the storm drains may result in flooding of the community in the event water does not properly drain. Improperly maintained storm drains may also cause harm to the environment if polluted runoff water is not properly managed.

STORM WATER POLLUTION PREVENTION

It is the Homeowners Association's responsibility to properly dispose of contaminants that may harm the quality of the ocean, rivers, lakes, and water supplies.

The following information is excerpted from the Environmental Protection Agency publication titled "10 Things You Can Do to Prevent Stormwater Runoff Pollution."

Ways to Prevent Water Pollution

- Wash automobiles at a car wash instead of in the driveway.
- Avoid pesticides; learn about Integrated Pest Management (1PM).
- Vegetate bare spots in landscaping.
- Compost yard waste.
- Use fertilizers sparingly and sweep up driveways, sidewalks, and roads.
- Direct downspouts away from paved surfaces.
- Pick up after pets.
- Never dump anything down storm drains.
- Inspect for automobile **leaks** and recycle motor oil.

Additional Information

Contact the local Regional Water Quality Board and ask to speak with someone about storm water pollution control programs. Go to the Environmental Protection Agency's website for additional information and resources at www.epa.gov.

ENTRYWAY

The community's entryway is the first impression residents, visitors, and prospective buyers receive. "Curb appeal" is an important factor in maintaining property values. It is important to maintain a neat appearance. Flowers may be planted to add color. Be sure to inspect this area on walk-throughs.

Recommended Maintenance Tasks

- Sweep or use a leaf blower to clear the area of debris.
- Replant flowers to maintain a fresh, bright appearance, in keeping with the original landscape plan.
- Paint and touch up the community's monument sign.

Frequency

- Weekly
- Quarterly
- Every 2-3 years and as needed

SITE AMENITIES - Park

A variety of decorative products may have been installed to add to the style of the Park and make the community a pleasant and comfortable place for residents and guests to enjoy.

These products are manufactured off-site and are not integral to the preservation and functionality of the building(s) and site and are not a factor in consideration of health and safety issues. Examples of such products are: benches, and playground equipment.

Inspect these items as part of the Board or maintenance staff's periodic walk-through of the community and make repairs or replacements as needed. Include the cleaning of these components in the community's regular cleaning schedule.

Refer to the manufacturer's documentation for each product for special instructions pertaining to cleaning, maintenance, and use of the components.

<u>Recommended Maintenance Tasks – Units 1 and 2</u>	<u>Frequency</u>
Clean site amenities and decorative products as part of routine leaning, per the product manufacturer’s recommendation.	Weekly
Mow grass and blow off sidewalks, curbs and gutters.	Weekly
Remove any weeds over 2” high or wide from shrub beds.	Weekly
Replace any bark that has been knocked out of planters and smooth mulch layer if it has been disturbed.	Weekly
Treat any grass, shrubs, or trees with signs of disease or pest infestation. Replace dead plants.	Weekly
Prune low-hanging branches that interfere with safe use of the park.	Weekly
Look for breaks or other damage to irrigation. Make emergency repairs and make requests to HOA for authorization to make substantial permanent repairs.	Weekly
Empty trash cans.	Weekly
Check depth of mulch in shrub beds and top off to 3” where not fully covered by plant material.	Quarterly
Check lighting to confirm in good working order, report problems to HOA.	Quarterly
Adjust irrigation timer to reflect season and city watering schedule.	Quarterly
Run turf sprinklers to eliminate any overthrow onto sidewalks or roads.	Quarterly
Fertilize shrub beds with granular fertilizer, submit receipts for materials to HOA.	Quarterly

<u>Recommended Maintenance Tasks</u>
Winter: Prune trees if needed.
February: Fertilize turf with combination fertilizer and pre-emergent herbicide (“weed and feed”). Submit fertilizer material receipts for reimbursement. Post signs indicating when people can re-enter the turf areas.
March: Flush out irrigation system and check for proper operation of each valve. Replace or clean plugged nozzles.
October: Check Polar blanket on backflow preventer and prepare irrigation system for winter.

<u>Frequency</u>
Annually
Annually
Annually
Annually

PLAY STRUCTURE

The play structure is available for children to enjoy. The structure was designed for safety and includes sand, bark, or other material to cushion falls. This component requires little maintenance; however, it should not be neglected.



Play Structure –
Small Pyramid



Multi-Spring Shuttle



Panels

Important Information

Playground Cushion Depth. The depth typically required for playground sand, bark, or other cushioning material is 12 inches. Playground equipment to be installed per manufacturer's instructions and maintained per manufacturer's instructions for safety.

Recommended Maintenance Tasks

Clean the area of any debris, especially that which may be a danger to children.

Inspect and tighten bolts. Ensure that there are no sharp edges or protruding bolt ends.

Check and replace sand, bark, or other cushioning material as needed. Ensure that all protective surfacing extends at least six feet in all directions from the playground equipment.

Examine and touch up the painted portions of the equipment.

Frequency

2-3 times per week by
committed

Monthly

Twice per year

Annually and as needed

Effects of Deferred Maintenance

Neglected maintenance of the recreation equipment can lead to early replacement, higher overall maintenance costs, an unsightly appearance, and an increased risk of injury.

FRONT YARDS

To keep the community consistently maintained, the HOA will be maintaining the front yards of the homes.

<u>Recommended Maintenance Tasks</u>	<u>Frequency</u>
Mow grass and blow off sidewalks, curbs and gutters.	Weekly
Remove any weeds over 2" high or wide from shrub beds.	Weekly
Replace any bark that has been knocked out of planters and smooth mulch layer if it has been disturbed.	Weekly
Treat any grass, shrubs, or trees with signs of disease or pest infestation. Replace dead plants.	Weekly
Look for damage to irrigation system, make emergency repairs and make requests to HOA for more substantial or permanent repairs.	Weekly
Hand water any plants under stress.	Weekly
Check depth of mulch in shrub beds and top off to 3" where not fully covered by plant material.	Quarterly
Trim shrubs as needed to control size and shape. Do not sculpt or pom-pom, do not trim unless necessary.	Quarterly
Adjust irrigation timer to reflect season and city watering schedule.	Quarterly
Fertilize shrub beds with granular fertilizer, submit receipts for materials to HOA.	Quarterly

ASPHALT – Private Streets

The streets within the Enclave 66 subdivision are Private Streets so the streets will be maintained by the HOA. Asphalt is defined as the "black top" street surface running throughout the community.



This section is placed within the front yard section of the document with no maintenance

notes. Please add recommendations of maintenance.

Asphalt Surface

Recommended Maintenance Tasks

Winter: Prune trees if needed.

February: Fertilize turf with combination fertilizer and pre-emergent herbicide ("weed and feed"). Submit fertilizer material receipts for reimbursement. Post signs indicating when people can re-enter the turf areas.

March: Flush out irrigation system and check for proper operation of each valve. Replace or clean plugged nozzles.

Frequency

Annually

Annually

Annually

Important Information

- **Overspray.** Protect from irrigation overspray and runoff.
- **Cleanders.** Avoid using car wash cleansers, as they can deteriorate the asphalt.
- **Oil.** Protect asphalt from oil, gasoline, and diesel fuel.

Recommended Maintenance Tasks

Inspect the surface's general condition. Check for ponding and correct as needed.

Seal coat.

Examine for signs of deterioration. Repair as necessary

Frequency

Regularly

Every 3-5 years

Annually

Effects of Deferred Maintenance

Because the streets within the Enclave 66 community are Private Streets, it is very important that the Board and maintenance staff ensure that the private streets are properly maintained. Failure to provide adequate maintenance results in premature failure of the asphalt system. Always use qualified vendors and subcontractors.

CONCRETE

The concrete surfaces include driveways, walkways, curbs, gutters, and drains alongside the roads. Promptly repair walkways with hazards such as lifting, and ponding of water to reduce liability for the Association.



Important Information

- **Prevent Staining.** Use concrete cleaners to remove grease/oil spots from driveways with concrete cleaners.
- **Expansion and Settling.** Concrete is a very hard type of material. However, small cracks due to expansion and settling are common. Seal cracks to prevent water penetration that can worsen the condition.
- **Prevent Heavy Loads.** Do not permit heavy equipment, such as concrete trucks or moving vans, to drive on the concrete, as it was not designed for heavy loads.
- **Joints.** The joint filler in the expansion joints will deteriorate over time. The life of the filler may be dependent on environmental conditions such as the amount of rain or ultra violet radiation, or the amount of movement. Failure to replace these deteriorated joints will allow water to enter the joints, eventually undermining the soils under the slab, which will cause these sections of concrete to shift.

Recommended Maintenance Tasks

Inspect periodically for chipping and patch as necessary. This helps prevent trip hazards and the collection of debris in depressions.

Frequency

Every 5 years and as needed

Recommended Maintenance Tasks

Check concrete for lifting, separating and cracking, which can create a safety hazard resulting in liability. Determine if the cause of this condition may be related to roots that should be controlled or removed, or a drainage-related concern. Resolve the contributing factors to prevent future problems.

Clean walkways to remove any debris.

Hose off walks. Schedule to coincide with mowing or other maintenance occurring in the area.

Frequency

Annually

Weekly and as needed

Quarterly and as needed

Effects of Deferred Maintenance

Failure to adequately maintain the concrete around the community may create safety hazards. Serious cracks or fissures in walkways that remain unrepaired are a potential liability to the Association.

WALLS AND FENCING: OVERVIEW

There are several different types of walls and fencing found on residential properties. Each type requires different maintenance tasks and frequencies. However, no matter what kind of walls and fencing is installed, there are some common guidelines.

General Guidelines

- **Trim Landscape.** Keep landscaping trimmed away from walls and fencing.
- **Do Not Change the Grade.** The grade of the ground next to a wall or fence has been designed by an engineer. Changes may cause tilting and cracking, or cause wood fencing that comes in contact with soil to rot.



Caution: As much as possible, keep sprinklers directed away from the walls and fencing. Prevent water from ponding near walls and fencing. Water, especially reclaimed water, can cause premature deterioration of the wall and fencing materials.

BLOCK WALLS

Block walls are constructed of masonry block and backfill to prevent erosion through the wall. The wall may be constructed of individual mortared or interlocking blocks, or through larger sets of pre-constructed block.

Important Information

- **Water Accumulation.** Water damage from improper drainage and ponding on the top and at the back of the wall can weaken the integrity of the wall and is the biggest threat to a retaining wall. Check the wall regularly until surrounding landscape is fully developed, to ensure that water is draining properly.
- **Efflorescence.** Efflorescence is a deposit of water-soluble salts that sometimes forms on the surface of masonry. Some cases are a result of the construction process and can usually be washed away with a hose. Persistent efflorescence can be cleaned with a chemical cleaner such as a mild solution of muriatic acid (one part muriatic acid to 12 parts water). If efflorescence persists after cleaning, it may be wise to have it inspected by a professional to determine if water has penetrated the wall cavity.
- **Cracking and Spalling.** If cracking or spalling (cracking or flaking particles from the surface) appears in the block, identify the cause. Some cracking is simply a character feature of these components, and others should be further investigated and repaired. If mortared, replacing cracked or spalled blocks involves the removal of the mortar around the component, removal of the component itself, and thorough cleaning of the cavity prior to installing the replacement component. If preconstructed sheets or an interlocking design, replacement and wall repair should be performed by a professional mason.

Recommended Maintenance Tasks

Inspect walls for structural integrity, tilting, and cracking. Repair as needed.

Clean wall with a light pressure wash.

Check the top of the wall for cracking and non-sloped surfaces that may retain water, and repair as necessary.

Examine to ensure that drains or weeps in the base of walls are clear of debris and free to drain.

Frequency

Annually and after storms

Annually and as needed

Annually

Annually and after storms

Effects of Deferred Maintenance

Failure to maintain or lack of controlling unnecessary water, soil buildup, and adjacent plantings may result in premature deterioration of wall materials, as well as a poor appearance.

Maintenance Log and Reports

The Maintenance Log and Reports serve as permanent, comprehensive inspection and maintenance records for the systems and components in the community that are addressed in this guide. They are an exact representation of all of the content found in the recommended maintenance tables throughout the guide.



Note: Portable Document Format (PDF) files of the log and reports are to be provided monthly by the HOA to the Board. The Master Maintenance log requires legal size paper for printing; the Maintenance Reports can be printed on regular, letter size paper. The Master Maintenance log is also a fillable form that can be saved to your computer and filled in electronically. Acrobat Reader is required on your computer to access the PDF forms



Note: During the early years of the community, less maintenance may be required. For example, trees may not require pruning. As components age, more frequent service will be needed. However, regular inspections must be conducted to determine the need for maintenance.

Master Maintenance Log

The Master Maintenance Log is a spreadsheet that lists all of the recommended maintenance tasks in the maintenance guide. It organizes each maintenance task that should be done in each time period (weekly, monthly, quarterly, annually, etc.), and provides space to record the date of service, as well as for any additional notes.

The Master Maintenance Log for **Enclave 66** is to be provided by the HOA. The Master Maintenance Log file can be saved to a computer and filled in electronically using Acrobat Reader, or it can be printed on legal size paper and filled in manually. The Board is encouraged to use the Master Maintenance Log in conjunction with the Maintenance Reports as the Master Maintenance Log documents all service information submitted in the Maintenance Reports.

Used in conjunction with the Maintenance Reports, the Master Maintenance Log aids the **Board** and maintenance manager(s) in tracking and evaluating the status of the maintenance program for the entire community.

REFERENCES

HOA Landscape Maintenance Responsibilities – Units 1 and 2 and provided by:

Sierra Designs, Inc.
113 N. Church Street, Suite 307
Visalia, CA 93291
559-733-3690
California License 2455 and 2409



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the purchase of a Pierce Impel Fire Engine from Golden State Apparatus for \$998,843.

RECOMMENDATION:

Recommendation: Approve the purchase of one Pierce Impel 1500 GPM PUC Pumper Fire Engine from Golden State Fire Apparatus of Sacramento, CA for the amount of \$998,843.

Recommended Motion: That the City Council approve the City Manager to sign an agreement with Golden State Fire Apparatus to purchase one Pierce Impel 1500 GPM PUC Pumper Fire Engine for the amount of \$998,843.

BACKGROUND:

On June 20, 2023, City Council approved the FY24/FY25 budget, which included purchasing one type 1 fire engine. Our current reserve fleet is in need of replacement and both of our front-line fire engines are coming due to be placed into reserve status. The estimated arrival date for the new engine is 36 - 41 months. This engine will replace the fire engine at Station 1, our busiest apparatus. Station 1's current 2014 Pierce Impel Fire Engine will then be placed into reserve status.

The City has received a quote from Golden State Fire Apparatus in Sacramento, the closest Pierce dealer (there are two) in California, through Sourcewell a cooperative purchasing contract agency, which allows participating municipal agencies to purchase equipment for a lower overall purchase price due to the larger overall quantity and contract pricing (Sourcewell #113021, ID #252 - Member #85061).

Pierce apparatus are currently used throughout the department. Continuing to utilize Pierce saves on the training of Fire and Fleet personnel. Fire personnel routinely move between apparatus. Having a standardized fleet limits unnecessary delays with equipment familiarization and training. Our Fleet division is trained to repair Pierce apparatus, including motors, transmissions, and pumps. Having different apparatus increases their training and equipment needs to maintain the apparatus and will also increase the volume of parts stored in our already limited warehouse.

On August 1, 2023, Pierce will institute a 1.5% increase to all apparatus. Securing the purchase of the engine before this date saves the City \$17,480 and prepaying for the engine saves an additional \$69,142 for a total savings of \$86,622. Your fire chief is working on grants and other alternatives to find funding to replace the second 2014 Pierce Impel Fire Engine currently assigned to station 3 and for equipment for both.

FISCAL IMPACT:

The FY24 Fleet Replacement Reserve Budget provided an estimate of \$1,050,000 for the purchase of one replacement Fire Engine for the Fire Departments. This purchase will utilize \$998,843 from the Fleet Replacement Fund, with the remaining balance of \$51,157 used to replace the equipment used on the engine.

ATTACHMENTS:

1. 1 UNIT Hanford Proposal Package - 08 May 23 REV1 - Purchase before 8-1-23



GOLDEN STATE

FIRE APPARATUS

PREPARED ESPECIALLY FOR:

CITY OF HANFORD FIRE DEPARTMENT

One (1) Pierce Manufacturing, Inc.
Impel 1500 GPM PUC™ Pumper



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- 2** Standard Terms and Conditions (Exhibit A)
- 3** Product Specifications (Exhibit B)
 - Supporting Documents (If Applicable)
 - Electrical Analysis
 - Turning Radius Report
- 4** Product Warranties (Exhibit C)
- 5** Dealer Supplied Products and/or Services (Exhibit D)

1 PRODUCT PROPOSAL

OPTION A

100% PRE-PAYMENT

This will be the price of the Product(s) contingent upon the Customer paying the Grand Total Purchase Price to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

**IF YOU ELECT THIS OPTION,
IT RESULTS IN A SAVINGS OF
(\$74,304.22) OFF
OF THE GRAND TOTAL OF OPTION B**

Please note this discount is also available contingent upon a Third Party (Leasing Company) paying 100% of the Grand Total Purchase Price on behalf of the Customer to GSFA within thirty (30) calendar days of the Executed Date pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

City of Hanford Fire Department

350 W. Grangeville Blvd.
Hanford, CA 93230

Sales Consultant

Dewayne Young
dyoung@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
05/08/2023	07/28/2023	30508-23A	480	Pierce Manufacturing Inc.	Sourcewell #113021, ID #252 – Member #85061

Golden State Fire Apparatus, Inc. ("GSFA") is pleased to provide this proposal for the fire apparatus(es) and equipment identified below (the "Product") to CITY OF HANFORD FIRE DEPARTMENT ("Customer") for consideration. This proposal (this "Product Proposal") includes the following exhibits attached hereto: the Standard Terms and Conditions attached as Exhibit A (the "Terms and Conditions"); the Product Specifications attached as Exhibit B (the "Specifications"); the Product Warranties attached as Exhibit C; and the Dealer Supplied Products and/or Services attached as Exhibit D (the "Dealer Supplied Products/Services List") (all of the foregoing, collectively, the "Agreement"). Through its signature below or other Acceptance (as defined on page 2), Customer acknowledges having received and read, and agrees to be bound by, the Agreement. The Agreement shall be effective as of the latest date appearing in the signature blocks below (the "Executed Date").

ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Impel 1500 GPM PUC™ Pumper	998,473.15
B	<i>Pre-Payment Discount for 100% Payment at Time of Order (the "Prepayment Discount")</i>	<i>(69,141.47)</i>
C	SUBTOTAL	929,331.68
D	7.25% State Sales Tax	67,376.55
E	California Tire Fee	10.50
F	100% Performance Bond	2,124.00
G	GRAND TOTAL PURCHASE PRICE	998,842.73

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") to GSFA within thirty (30) calendar days of the Executed Date. If payment of the Grand Total Purchase Price is late, a late fee as specified in section 6 of the Terms and Conditions may be applied, and the Prepayment Discount may be adjusted, and the Grand Total Purchase Price increased in accordance with section 2.c of the Terms and Conditions. Customer shall pay any balance due as a result of Change Orders to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, as applicable and if approved by GSFA).

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable

amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **40.5 to 43.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

PURCHASE ORDER – If the Customer elects to issue a Purchase Order (PO) it shall be made out to: *Golden State Fire Apparatus, Inc. – 7400 Reese Road – Sacramento, CA 95828.*

ACCEPTANCE – ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN GSFA AND CUSTOMER. “**ACCEPTANCE**” MEANS THAT THE CUSTOMER DELIVERS TO GSFA: (A) A SIGNED COPY OF THIS PRODUCT PROPOSAL, OR (B) A SIGNED COPY OF A PURCHASE ORDER INCORPORATING THE AGREEMENT IN ITS ENTIRETY. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER’S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED AND OF NO EFFECT UNLESS APPROVED IN WRITING SIGNED BY GSFA.

COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

[Signature Page Follows]

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

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 the Grand Total
Purchase Price to GSFA at time of delivery or pickup
pursuant to the Payment Terms

PRODUCT PROPOSAL FOR:

City of Hanford Fire Department

350 W. Grangeville Blvd.
Hanford, CA 93230

Sales Consultant

Dewayne Young
dyoung@goldenstatefire.com
Mobile: (209) 777-0650

SUBMITTED DATE	EXPIRATION DATE	GSFA PROPOSAL #	MANUFACTURER BID #	MANUFACTURER	CONSORTIUM
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ITEM	PRODUCT DESCRIPTION	UNIT PRICE
A	One (1) Pierce Manufacturing, Inc. Impel 1500 GPM PUC™ Pumper	998,473.15
B	7.25% State Sales Tax	72,389.30
C	California Tire Fee	10.50
D	100% Performance Bond	2,274.00
E	GRAND TOTAL PURCHASE PRICE	1,073,146.95

PAYMENT TERMS – Customer shall pay the total purchase price set forth directly above (the "Grand Total Purchase Price") (as such amount may be adjusted by Change Order in accordance with the Terms and Conditions) to GSFA at the time of GSFA's delivery of the applicable Product to Customer's address listed above (or Customer's pick up of such Product at GSFA's facilities, if approved by GSFA). GSFA shall have no obligation to deliver, or permit pick up of the Product if the Customer does not have full payment ready when the Product is complete and ready to deliver or pick up, as applicable.

MANUFACTURER – Customer acknowledges that GSFA is not an agent of the Product manufacturer identified above ("Manufacturer") and is not capable of binding Manufacturer. Within five (5) business days of the Executed Date, GSFA shall submit an order form to the Manufacturer for the Product. GSFA's further performance under the Agreement is contingent upon Manufacturer's acceptance of such order form at the price and on the terms GSFA believed to be available when submitting this Product Proposal to Customer. If Manufacturer rejects such order as submitted or fails to respond to GSFA within a reasonable amount of time, GSFA shall notify Customer in writing, and unless GSFA and Customer otherwise agree in writing, the Agreement shall then terminate and have no further force or effect.

PRODUCT COMPLETION – The Product shall be ready for final inspection by Customer at the manufacturing facility within approximately **40.5 to 43.5 MONTHS** after the Executed Date. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PREDELIVERY SERVICE – If applicable, after transportation from the manufacturing facility and prior to final delivery or pick up, the Product shall receive those additional Products and/or services identified on the Dealer Supplied Products/Services List. It is estimated that such a service will add approximately **0.5 to 1 MONTH(S)** to the above Product completion estimate. The foregoing estimate is provided as a good faith approximation as of the date of submission of this Product Proposal and is subject to the Terms and Conditions.

PROPOSAL EXPIRATION – This Product Proposal supersedes any previous proposal(s) presented to Customer by GSFA and its employees and may be accepted by Customer on or before the Expiration Date identified above. Unless accepted by the Expiration Date, GSFA reserves the right to withdraw this Product Proposal or to alter its terms (including by providing updated Product pricing) prior to an order being accepted.

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COUNTERPARTS - This Product Proposal may be executed in multiple counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument. A signed copy of this Product Proposal delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Product Proposal. If this Product Proposal is returned to GSFA with the signature of Customer’s authorized representative but without an attestation or co-signers signature, then absent Customer’s written notice to the contrary, GSFA shall be entitled to rely on such single signature as sufficient evidence of the signatory’s authority to execute the Agreement and bind Customer thereby.

[Signature Page Follows]

INTENDING TO CREATE A BINDING AGREEMENT, Customer and GSFA have each caused this Product Proposal to be executed by their duly authorized representatives effective as of the Executed Date.

ACCEPTED AND AGREED TO BY CUSTOMER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature

Print Name

Title

Date

ACCEPTED AND AGREED TO BY GSFA

AUTHORIZED GSFA REPRESENTATIVE:

Signature

Print Name

Title

Date

2 STANDARD TERMS AND CONDITIONS

Exhibit "A"

STANDARD TERMS AND CONDITIONS

1. Definitions.

- a. **"Agreement"** has the meaning given in the Product Proposal.
- b. **"Customer"** means the customer identified in the Product Proposal.
- c. **"Dealer Preparation,"** if applicable, means additional product(s) and/or services added by GSFA after Manufacturer's completion of the Product and prior to delivery, in accordance with the Dealer Supplied Products/Services List.
- d. **"Dealer Supplied Products/Services List"** means the Dealer Supplied Products and/or Services List attached to the Product Proposal as Exhibit D, which reflects all Dealer Preparation under the Agreement absent a valid Change Order(s).
- e. **"Grand Total Purchase Price"** means the total purchase price for the Product identified in the Product Proposal (subject to any adjustments required or permitted by these Terms and Conditions, including by the execution of a valid Change Order(s)).
- f. **"GSFA"** means Golden State Fire Apparatus, Inc., a California corporation.
- g. **"Manufacturer"** means the person or persons, company, firm, corporation, partnership, or other organization identified in the Product Proposal as responsible for manufacturing the Product.
- h. **"Party"** or **"Parties"** means GSFA and/or Customer, as applicable.
- i. **"Prepayment Discount"** means a discount to the purchase price for the Product granted to Customer in connection with Customer's advance payment of the Grand Total Purchase Price (or portion thereof, as specified in the Product Proposal).
- j. **"Product"** means the fire apparatus(es) and any associated equipment listed in the Product Proposal and further described in the Specifications.
- k. **"Product Proposal"** means the GSFA proposal executed by Customer to which these Terms and Conditions are attached.
- l. **"Product Warranties"** means the Manufacturer warranties for the Product attached to the Product Proposal as Exhibit C.
- m. **"Specifications"** means the specifications for the Product attached to the Product Proposal as Exhibit B.
- n. **"Terms and Conditions"** means these Standard Terms and Conditions, which are attached to the Product Proposal as Exhibit A.

2. Purchase and Payment.

a. Purchase. Customer agrees to purchase the Product at the Grand Total Purchase Price (as such amount may be adjusted in accordance with these Terms and Conditions), pursuant to the payment terms set forth in the Product Proposal. The Grand Total Purchase Price is payable in U.S. dollars.

b. Contingency Reserve Fund. The Grand Total Purchase Price may include an amount to be set aside for the purpose of funding any future costs or financial obligations incurred by Customer under the Product Proposal or any valid Change Order(s) (the **"Contingency Reserve Fund"**). If applicable, the amount of any required Contingency Reserve Fund will be set forth in either the Product Proposal or Exhibit D. The Contingency Reserve Fund may be withdrawn against by Customer or GSFA for the purpose of satisfying Customer's payment obligations under the initial Product Proposal or any valid Change Order(s) (including, without limitation, a Change Order submitted by GSFA pursuant to Section 8.b). If a Contingency Reserve Fund is required under the Agreement, the amount of such fund is not intended as an estimate of the actual additional costs of contingencies, Change Orders, unforeseen items or other required work that may be incurred under the Agreement after submission of the Product Proposal to Customer, which amounts Customer acknowledges may exceed the Contingency Reserve Fund amount. The balance of any Contingency Reserve Fund will be credited against Customer's payment obligations, or otherwise returned to Customer within thirty (30) calendar days of delivery of all Products under the Agreement (provided that Customer has paid all amounts owed under the Agreement as of such date).

c. Prepayment Discount. If GSFA has granted Customer a Prepayment Discount, Customer must provide each associated prepayment (each, a “**Prepayment**”) within the time frame specified in the Product Proposal in order to receive such discount. Customer’s failure to timely make such Prepayment may result in: (i) GSFA’s termination of the Agreement; and/or (ii) Customer’s loss of the Prepayment Discount for the portion of the Grand Total Purchase Price represented by such outstanding Prepayment and the application of a late fee as set forth in Section 6, in each case in GSFA’s sole discretion.

d. State Sales Tax. Customer shall be responsible for the cost of state sales tax associated with, or attributable to, the Product. The taxes stated in the Product Proposal are subject to adjustment for the applicable state sales tax rate in effect at the time of delivery. Therefore, the sales tax set forth on the Product Proposal is only an estimate of such taxes and will be increased or decreased at the time of delivery if a change in the applicable sales tax rate has occurred, in which case Customer shall pay GSFA (or be refunded by GSFA) the difference in the applicable sales tax.

3. Product Completion Date. Within thirty (30) calendar days of the date on which the last required signatory executes the Product Proposal (such date, the “**Executed Date**”), GSFA shall submit to Customer a tentative Product completion date (which may differ from the Product completion estimate contained in the Product Proposal). Due to global supply chain constraints, any Product completion date contained herein, or in the Product Proposal, or otherwise provided to Customer, is a good faith estimate only as of the date provided to Customer, and merely an approximation based on current information available to GSFA and Manufacturer. Customer shall not be entitled to rely on any such estimate, and GSFA shall have no liability to Customer for a failure by GSFA or Manufacturer to meet any such estimate. All Product completion estimates are subject to modification and, if applicable, GSFA will provide updates to such estimates to Customer when available.

4. Stock / Demo Units. Notwithstanding any other provision contained in the Agreement (including Section 12 hereof concerning warranties), any Products constituting stock/demo unit(s) are sold to Customer on an as-is, first-come and first served-basis and GSFA makes no further representation or warranty to any customer with respect to such unit(s). Regardless of the terms of the Product Proposal, GSFA shall only be obligated to sell such stock/demo unit(s) to the first customer to enter into a purchase agreement with GSFA identifying such unit(s), and after the execution by GSFA of such agreement any subsequent purchase agreement (including the Agreement, as applicable) shall have no further force or effect with respect to such unit(s).

5. Multiple Unit Purchase. If the Grand Total Purchase Price includes pricing for multiple Products, the Product price stated in the Product Proposal shall only be valid if the quantity of Products being proposed are purchased at the same time, pursuant to the same Agreement. GSFA shall have no obligation to offer the same price for any Product if purchased by Customer pursuant to a later purchase agreement.

6. Late Fee; Storage Fee. A late fee equal to 0.033% of the outstanding portion of the Grand Total Purchase Price will be charged per calendar day for overdue payments beginning ten (10) calendar days after the payment is due and continuing for the first thirty (30) calendar days thereafter. After such thirty (30) calendar day period, the late fee shall increase to 0.044% per calendar day until payment of the outstanding portion of the Grand Total Purchase Price is received. If Customer is unable to satisfy the delivery requirements hereunder or is unwilling to take delivery of the Product, then GSFA shall be entitled to a storage charge running from the earlier of: (i) the date of delivery agreed to between GSFA and Customer (provided GSFA is willing and able to deliver the Product on such date), or (ii) twenty-one (21) calendar days after GSFA notifies Customer that the Product is available for delivery. The storage charge is equal to: (i) \$175.00 per calendar day per apparatus stored, or (ii) the actual charges incurred by GSFA with a third party for storage of the Product, whichever is greater. Such storage charge shall continue until the actual time of delivery and Customer’s possession of the Product, and any such storage by GSFA or such third party shall be at the sole risk of Customer.

7. Delivery; Inspection and Acceptance.

a. Delivery. Subject to Section 5 hereof, the Product is scheduled to be delivered to the location and within the time period specified in the Product Proposal. Such delivery date is an estimate, and GSFA is, notwithstanding this Section 7.a, not bound to such date unless it otherwise agrees in a separate writing to complete delivery by a date certain. For the avoidance of doubt, GSFA is not responsible for delivery delays caused by or because of actions, omissions or conduct of Customer, the Manufacturer, or their respective employees, affiliates, suppliers, contractors, and carriers. Risk of loss for the Product shall pass to Customer at the point and time of delivery (which shall include an attempted delivery by GSFA which cannot be completed due to any act of Customer). However, title to the Product shall only pass to Customer upon delivery if Customer has then fully paid GSFA all amounts due hereunder (including additional amounts due under any valid Change Order). Absent GSFA's separate written agreement, which it may or may not provide in its sole and absolute discretion, delivery of the Product will not occur before Customer has fully paid all amounts due under the Agreement and provided proof of insurance reasonably satisfactory to GSFA. If GSFA permits Customer to take possession of the Product, Customer may not mount equipment, conduct training, or place the Product into service until all amounts due under the Agreement have been paid. If Customer has ordered multiple Products, GSFA reserves the right to deliver such Products in installments and to separately invoice Customer for such Products.

b. Inspection and Acceptance. Upon delivery, Customer shall have ten (10) calendar days within which to inspect the Product for substantial conformance to the Specifications, and in the event of substantial non-conformance to the Specifications to furnish GSFA with written notice sufficient to permit GSFA to evaluate such non-conformance ("**Notice of Nonconformance to Specifications**"). Contingent upon part availability and Customer's cooperation, any Product not in substantial conformance to material Specifications shall be remedied by GSFA (by repair or replacement, at GSFA's election) within thirty (30) calendar days from GSFA's receipt of the Notice of Nonconformance to Specifications. In the event GSFA does not receive a Notice of Nonconformance to Specifications within ten (10) calendar days of delivery, the Product will be deemed to be in conformance with Specifications and accepted by Customer.

8. Changes to Agreement Terms.

a. Change Orders. The Customer may request that GSFA incorporate a change to the Product or the Specifications for the Product, or GSFA may submit changes to the Agreement required or permitted to be made by GSFA (pursuant to Section 8.b or otherwise) by delivering a written Change Order to the other party hereto, which shall include a description of the proposed change sufficient to permit the receiving party to evaluate the feasibility of such change (either, a "**Change Order**"). For any Change Order submitted by Customer, 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 Grand Total Purchase Price resulting from such Change Order, a date on which any increase in the Grand Total Purchase Price must be paid, and an estimate of any effect on production scheduling or delivery resulting from such Change Order. Customer shall have seven (7) calendar 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 countersigns GSFA's Response, Customer shall pay the increase (or be refunded the decrease) in the Grand Total Purchase Price by the date specified in the Response. GSFA may also send Customer a Change Order to account for any changes to the Agreement required or permitted to be made by GSFA (including those changes required pursuant to Section 8.b hereof), and such Change Order shall be effective upon delivery to Customer unless Customer elects to terminate the applicable Product order under the Agreement in accordance with Section 9.

b. Additional Changes.

i. Component Price Volatility. GSFA shall not be responsible for any unforeseen price increase or surcharge enacted by suppliers of major components of the Product (including but not limited to commercial chassis, engine, transmission, and fire pump) after Customer becomes bound by the Agreement. Customer shall be responsible for all amounts arising from any price increases for major components of the Product (including all

associated taxes and fees thereon) occurring after the execution of the Agreement which increases the cost of the Product to GSFA, and such amounts will be documented on a Change Order adjusting the Grand Total Purchase Price accordingly. Customer shall pay any such price increase prior to Product delivery.

ii. New Legal Standards. In the event the Product design, materials or specifications require an alteration arising from new regulations issued by any governmental entity or trade association, including, but not limited to, the NFPA, DOT, and EPA, and such alteration increases the cost of the Product to GSFA, Customer shall be responsible for changes to the Grand Total Purchase Price arising from such alteration. GSFA shall promptly notify Customer when it becomes aware of any potential or required change in regulations occurring prior to delivery that would impact the Product purchased.

iii. Change Orders. Customer shall execute any Change Order submitted by GSFA documenting any of the changes required or permitted by Sections 8.b.i and 8.b.ii above (which shall, to the extent practicable, itemize any increases in the Grant Total Purchase Price and specify a commercially reasonable date by which Customer must pay such increase), unless Customer instead elects to terminate the applicable Product order under the Agreement within fifteen (15) calendar days of Customer's receipt of such Change Order and in accordance with Section 9. Absent such a termination, failure to execute a Change Order does not alter Customer's obligations under this Section 8.b.

c. Changes in Commercial Specifications. Specifications for all components of the Product manufactured by companies other than the Manufacturer are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Product. GSFA shall not be liable for any deviations in such specifications arising from a substitution of components or changes in the design of any component by their original manufacturer.

9. Termination.

a. By Customer. Customer may terminate a Product order identified in the Product Proposal or a Change Order by providing written notice to GSFA in accordance with Section 16 hereof. If Customer elects to terminate a Product order, Customer shall pay GSFA a cancellation fee as follows: (a) after the Product order is accepted and entered by GSFA, 10% of the portion of the Grand Total Purchase Price applicable to such Product (including all associated taxes, fees and costs) (such amount, the "**Product Purchase Price**"); (b) after completion of the pre-construction phase of the order process, 20% of the Product Purchase Price; and (c) after the requisition of any materials or commencement of any manufacturing or assembly of the Product by either GSFA or Manufacturer but before substantial completion of such Product, 50% of the Product Purchase Price. Customer shall not be permitted to terminate a Product order after substantial completion of manufacturing and assembly of such Product (excluding any Dealer Preparation or other pre-delivery services or untypical Product customization, if applicable). Notwithstanding the foregoing, if the applicable tier of cancellation fee is not sufficient to cover all actual costs and fees incurred by GSFA with Manufacturer in connection with Customer's termination of the Product order ("**Manufacturer Termination Fees**"), then in addition to such cancellation fee Customer shall pay the balance of all Manufacturer Termination Fees. If Customer received a Prepayment Discount, such discount shall not be considered for the purpose of calculating the above cancellation fee. The tier of cancellation fee applicable to any cancellation, as well as the determination of whether a Product has reached substantial completion, shall be in the sole and absolute discretion of GSFA. Customer may request a fee waiver, and GSFA, in its sole discretion, may agree to waive and/or adjust such fee. GSFA will return the balance of the Grand Total Purchase Price or Product Purchase Price, as applicable, within thirty (30) calendar days of the effective date of the cancellation of the Product order or termination of the Agreement.

Customer may terminate the Agreement for an Event of Default by GSFA after providing GSFA with written notice in accordance with Section 16 (which notice shall describe with reasonably particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following GSFA's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as GSFA

has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable.

b. By GSFA. GSFA may terminate the Agreement for an Event of Default by Customer after providing Customer with written notice in accordance with Section 16 (which notice shall describe with reasonable particularity the Event of Default justifying such termination) if such Event of Default remains uncured (if capable of cure) thirty (30) days following Customer's receipt of such notice; provided, however, that the foregoing cure period shall continue if and for so long as Customer has commenced and is continuing to undertake commercially reasonable efforts to cure such Event of Default as promptly as reasonably practicable. Notwithstanding the foregoing, GSFA may terminate the Agreement effective immediately upon written notice to Customer for Customer's failure to pay any amount owed under the Agreement when due.

Notwithstanding any other provision of this Agreement, if Customer terminates a Product order in accordance with Section 9.a above, GSFA may elect to instead terminate the Agreement upon notice to Customer in accordance with Section 16 hereof. If GSFA terminates the Agreement in accordance with this Section 9.b, Customer shall pay the applicable tier of cancellation fee for all Products pursuant to Section 9.a above as if Customer had elected to terminate each applicable Product order.

c. Based on Discontinuation or Cancellation by Manufacturer. In the event that Manufacturer cancels a Product order (provided that such cancellation is not the result of an act by Customer in violation of the Agreement) or discontinues the manufacture of a Product prior to its completion and delivery: (i) if such Product is the only Product contemplated under the Agreement, then the Agreement shall terminate; or (ii) if additional Products are contemplated under the Agreement, then only the Product order for the applicable cancelled or discontinued Product shall be terminated. Such Agreement termination or Product termination, as applicable, shall be effective upon GSFA's written notice to Customer of such cancellation or discontinuance in accordance with Section 16 hereof. GSFA's only obligation to Customer in such event shall be the return of any Prepayment paid by Customer for the cancelled or discontinued Product. For the avoidance of doubt, the cancellation fees contemplated in Section 9.a hereof shall not apply in the event of a termination pursuant to this Section 9.c.

10. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with GSFA and Manufacturer during the Product manufacturing process. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to any requests from Manufacturer or GSFA and the participation of Customer's authorized representatives in traveling to Manufacturer's facility for inspections and approval of the Product, including a final approval before the Product leaves Manufacturer's facility.

11. Representations and Warranties. Customer hereby represents and warrants to GSFA as of the Executed Date that the execution of the Agreement and the purchase of the Product(s) and performance of the other obligations of Customer under the Agreement have been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances, purchasing policies, and other governing documents, and executed by the appropriate Customer employees, officials, and/or representatives, and funding for Customer's performance of its obligations under the Agreement has been duly budgeted and appropriated by Customer.

12. Standard Warranty. All applicable Manufacturer warranties are contained in the Product Warranties. Any additional warranties must be expressly approved in a writing signed by GSFA, and Customer acknowledges and agrees that Manufacturer will not be liable for any such additional warranties.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, GSFA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT (WHETHER RELATING TO THE CONDITION OR QUALITY OF THE PRODUCT, OR OTHERWISE) PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY APPLICABLE DEALER PREPARATION), WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE

IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES CONSULTANTS OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall GSFA be liable for consequential, incidental, or punitive damages incurred by Customer in connection with any matter arising out of or relating to the Agreement, or the breach thereof, even if GSFA has been advised of the possibility of such damages, and regardless of whether such damages arise out of breach of warranty, the Agreement, indemnity, whether resulting from non-delivery or from GSFA's own negligence, or otherwise, except and solely to the extent such damages arise from the gross negligence or willful misconduct of GSFA.

13. Default. The occurrence of one or more of the following events (each, an "**Event of Default**") shall constitute a default under the Agreement: (a) Customer's failure to pay any amounts due or to perform any of its obligations under the Agreement; (b) GSFA's failure to perform any of its obligations under the Agreement; (c) either Party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either Party under the Agreement which is false in any material respect; (e) any action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity during the term of the Agreement; (f) any other material breach of the terms of the Agreement by a Party; or (g) a default or breach by Customer under any other agreement with GSFA or its affiliates.

14. Indemnification of GSFA. Customer shall indemnify, defend, and hold harmless GSFA, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including attorneys' fees and other legal expenses, of whatever nature ("**Damages**"), to the extent Damages arise out of or in connection with: (i) Customer's breach of the Agreement, or (ii) Customer's use, storage, or operation of the Product following delivery, regardless of where, how, and by whom operated (excluding any negligent operation by GSFA). The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of the Agreement, whether by expiration of time, by operation of law or otherwise. This provision is not intended to and shall not constitute the exclusive remedy of the Parties under the Agreement; the Parties may seek indemnity from one another under other legal principles, whether based in equity or law, so long as they do not nullify or cancel the effects of this paragraph.

15. Force Majeure. GSFA shall not be responsible nor deemed to be in default of any provision of the Agreement on account of delays in performance due to causes which are beyond GSFA's or Manufacturer's control and which make GSFA's performance impracticable, including but not limited to wars, insurrections, strikes or labor unrest, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of federal, state or local government, failure or delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, supply chain issues, 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, disease, pandemics or epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their agreements or labor troubles causing cessation, slowdown, or interruption of work.

16. Notice. Any notices, requests, consents, claims, demands, waivers and other communications required or permitted to be given hereunder must be given in writing at the address of each Party set forth below, or to such other address as either Party may substitute by written notice to the other in accordance with this Section 16, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier. All such communications will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) on the third (3rd) calendar day after the date mailed, by registered, express or certified mail; or (iii) when delivered by the addressee if sent by a nationally recognized private express courier.

GSFA:
Golden State Fire Apparatus Inc.
7400 Reese Road
Sacramento, CA 95828

CUSTOMER:
To the address listed in the Product Proposal

17. Contradictions. In the event of a conflict between the Agreement and any Change Order, or between Change Orders, the terms of the latest executed Change Order shall control.

18. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("**MSO**") for the Product covered by the Agreement, if applicable, shall be retained and remain in the possession of GSFA per California Department of Vehicles (DMV) directives. Notwithstanding the foregoing, GSFA shall provide Customer with the original MSO if the Customer is self-registering, and Customer shall comply with all good-faith Process of Duty and other DMV requirements applicable to the Product and retain its own MSO.

19. Assignment. The relationship of the Parties established under the Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venturer of or with the other. Neither Party may assign its rights and obligations under the Agreement unless it has obtained the prior written approval of the other Party.

20. Governing Law; Jurisdiction; Disputes. Without regard to any conflict of laws provisions, the Agreement is to be governed by and under the laws of the state of California. Prior to taking any legal action that may and/or can arise out of the Agreement, the Parties shall first attempt mediation with an agreed upon mediator. If the Parties cannot agree upon a mediator within thirty (30) calendar days of the submission of written notice of a dispute in accordance with Section 16 hereof, if any disputed matter remain unresolved within thirty (30) calendar days of the commencement of discussions, or if any party refuses to meet, then either party may submit any remaining disputes concerning and/or claim regarding the Agreement and/or the terms and conditions herein to the Superior Court, County of Sacramento (and the parties expressly consent to exclusive personal jurisdiction and venue before such court).

21. Entire Agreement; Amendments. The Agreement, including the Product Proposal, its exhibits and all valid Change Orders, is the exclusive agreement between the Parties regarding the subject matter contained herein and therein. No change in, modification of, or revision of the Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties with authority to sign such amendments to the Agreement.

END OF STANDARD TERMS AND CONDITIONS



3 PRODUCT SPECIFICATIONS

Exhibit "B"



Proposal Details Report

5/8/2023

Customer: HANFORD FIRE
DEPARTMENT
Representative Young, Dewayne

Bid Number: 480

Requirements Manager:
Description: Hanford FD (Duplicate 26797)
Chassis: Impel Chassis, PUC-NG
Body: Pumper, PUC, Aluminum

Job Number:
Organization: Golden State Fire Apparatus, Inc

OptionCode	Type	Option
0766589		Boiler Plates, PUC Pumper

ProposalText

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

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

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

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

In accordance with the current edition of NFPA 1901 standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment. Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

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

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal. In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to insure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

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

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified 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 Fire EVS by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within two hundred fifty (250) miles of the fire department.

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

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

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

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

LIABILITY

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

INSURANCE PROVIDED BY BIDDER

COMMERCIAL GENERAL LIABILITY INSURANCE

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

Each Occurrence \$1,000,000

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

Personal and Advertising Injury \$1,000,000

General Aggregate \$2,000,000

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

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

UMBRELLA/EXCESS LIABILITY INSURANCE

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

Aggregate: \$3,000,000

Each Occurrence: \$3,000,000

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

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

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

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

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

INSURANCE PROVIDED BY MANUFACTURER

PRODUCT LIABILITY INSURANCE

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

Each Occurrence \$1,000,000

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

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

UMBRELLA/EXCESS LIABILITY INSURANCE

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

Each Occurrence: \$25,000,000

Aggregate: \$25,000,000

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

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

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best. All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

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	
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, <i>Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection</i>.

0891947	Certification, Vehicle Inspection Program, NFPA 1901	VEHICLE INSPECTION PROGRAM CERTIFICATION To assure the vehicle is built to current NFPA 1901 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.
0766110	Consortium, Sourcewell	
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.
0807703	Performance Bond, Not Requested	PERFORMANCE BOND NOT REQUESTED A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply: The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required. Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
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.
0889131	Impel Chassis, PUC-NG	IMPEL CHASSIS The Pierce Impel® 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 and 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 177.00 inches.
0000070	GVW Rating	GVW RATING The gross vehicle weight rating will be 46,500 pounds.
0000203	Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	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 have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.
0020018	Frame Liner Not Req'd	
0508848	Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Imp/Vel	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 0 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/Enf/SFR	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.
0887447	Tires, Front, Michelin, X Multi HL Z , 385/65R22.50, Fire Service Speed Rtnng	FRONT TIRES The front tires will be Michelin 385/65R22.50 radials, load range L, X Multi HL Z tread, rated for 22,000 lb maximum axle load and 75 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.

0530465	Axle, Rear, Meritor RS25-160, 27,000 lb, Imp/Vel/Dash CF	REAR AXLE The rear axle will be a Meritor™, Model RS-25-160, with a capacity of 27,000 lb.
0602744	Top Speed of Vehicle, Non-NFPA 2016 Compliant	TOP SPEED OF VEHICLE NFPA 1901, 2016 edition requires limits on the top speed of vehicles. NFPA 4.15.2 requires that the maximum top speed of fire apparatus with a GVWR over 26,000 lb will not exceed either 68 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. NFPA 4.15.3 requires that if the combined water tank and foam agent tank on the fire apparatus exceed 1250 gallons or the GVWR of the vehicle is over 50,000 lb, the maximum top speed of the apparatus will not exceed either 60 mph or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower. It is the intention of the standard to improve safety by limiting the speed of all apparatus to 68 mph, and tankers or heavy apparatus to 60 mph. By requesting an exception to this requirement, the purchasing authority is consciously choosing to operate their apparatus at speeds above the limits designated as safe speeds by the NFPA Technical Committee on Fire Department Apparatus. The top speed of the apparatus as manufactured exceeds the NFPA requirements. Per fire department specification of a top speed that exceeds NFPA requirements, the apparatus will be non-compliant to NFPA 1901 standards at time of contract execution. A rear axle ratio will be furnished to allow the vehicle to reach an approximate top speed of 72 MPH.
0122075	Suspen, Rear, Standens, Spring, 27,000 lb, Imp/Vel	REAR SUSPENSION The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings. The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf. A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.
0000485	Oil Seals, Rear Axle	REAR OIL SEALS Oil seals will be provided on the rear axle(s).
0031836	Tires, Rear, Michelin, XZE*, 12R22.50, 16 ply, Single	REAR TIRES Rear tires will be four (4) Michelin 12R22.50 radials, 16 ply "all position" XZE* 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.
0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	TIRE PRESSURE MANAGEMENT There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires. The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi. Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.
0801909	Lug Nut, Covers, Chrome	CHROME LUG NUT COVERS Chrome lug nut covers will be supplied on front and rear wheels.
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.
0001960	Axle Hub Covers, Rear, S/S, High Hat (Pair)	REAR HUB COVERS A pair of stainless steel high hat hub covers will be provided on rear axle hubs.
0012045	Mud Flap, Rear, Pierce Logo	MUD FLAPS Mud flaps with a Pierce logo will be installed behind the rear wheels.

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 one (1) forward and one (1) 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.
0000730	Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.
0020784	Air Compressor, Brake, Cummins/Wabco 18.7 CFM	BRAKE SYSTEM AIR COMPRESSOR The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.
0000785	Brake Reservoirs, Three	BRAKE SYSTEM The brake system will include: Bendix® dual brake treadle valve Heated automatic moisture ejector on air dryer Total air system capacity of 4,362 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 valve 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.
0000854	Air Inlet, w/Disconnect Coupling	AIR INLET One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.
0000810	All Wheel Lock-up	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. A control switch will be provided for the driver on the instrument panel.

0808533	Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Imp/Vel	ENGINE The chassis will be powered by an electronically controlled engine as described below: Make: Cummins Model: X10 Power: 450 hp at 2100 rpm Torque: 1250 lb-ft at 1400 rpm Governed Speed: 2200 rpm Emissions Level: EPA 2027 Fuel: Diesel Cylinders: Six (6) Displacement: 543 cubic inches (8.9L) Starter: Delco 39MT™ Fuel Filters: Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter. The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.
0811409	Not Required, Engine Contingency Adjustment	
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.
0037145	Heater, 1000 watt Immersion, Connect to Shoreline	ENGINE HEATER A 1000 watt, 120 volt, immersion type engine heater with thermostat will be installed. The engine heater will be wired to the shoreline and be active whenever the shoreline is connected.
0123135	Air Intake, w/Ember separator, Imp/Vel	ENGINE AIR INTAKE An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

0794761	Exhaust System, 4", 2017 L9/X10 Engine, Horizontal, Right Side	EXHAUST SYSTEM The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device, and will be 4.00" in diameter. The exhaust system will include a single module aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipes between the turbo and aftertreatment device to minimize the heat loss to the aftertreatment device. The exhaust will terminate horizontally ahead of the right side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.
0787999	Radiator, Impel/Velocity	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 core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. The radiator core will have a minimum frontal area of 1434 square inches. Supply tank made of glass-reinforced nylon and a return tank of cast aluminum alloy will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions. There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators. The radiator assembly will include an integral de-aeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow 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. A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.
0803675	Cooling Hoses, Gates Silicone and Rubber Combination, Impel	COOLANT LINES Gates® silicone or a combination of silicone and rubber hoses will be used for the radiator and cab heater hoses installed by the chassis manufacturer. The chassis manufacturer will also use Gates® brand hose on other heater and auxiliary coolant circuits. There will be some areas in which an appropriate Gates product is not available. In those instances a comparable silicone hose from another manufacturer will be used. Rubber hoses will be used for the overhead defrost/heater system only in the drain tubes of the cab. Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.
0001125	Fuel Tank, 65 Gallon, Left Side Fill	FUEL TANK A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps. A 0.75" drain plug will be located in a low point of the tank for drainage. A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only." A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet. The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.
0001129	Lines, Fuel	All fuel lines will be provided as recommended by the engine manufacturer.
0582182	DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common 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 hinged, spring loaded, polished stainless steel door on the driver side of the vehicle. The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing. The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.
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.
0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	FUEL SHUTOFF A fuel line shutoff valve will be installed on both the inlet and outlet of the primary fuel filter.

0699437	Cooler, Chassis Fuel, Not Req'd.	
0690880	No Selection Required From This Category	
0887559	Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	TRANSMISSION An Allison 6th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided. The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due. Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear. A transmission temperature gauge with amber light and audible alarm will be installed on the cab dash.
0625329	Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	TRANSMISSION SHIFTER A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation. The transmission ratio will be: 1st 3.49 to 1.00 2nd 1.86 to 1.00 3rd 1.41 to 1.00 4th 1.00 to 1.00 5th 0.75 to 1.00 R 5.03 to 1.00
0517604	Transmission Programming, Park to Neutral, PUC	TRANSMISSION PROGRAMMING The transmission will be programmed to automatically shift the transmission to neutral when the parking brake is set to simplify operation and increase operational safety.
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.
0001370	Driveline, Spicer 1710	DRIVELINE Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints. The shafts will be dynamically balanced before installation. A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.
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.
0001544	Not Required, Steering Assist Cylinder on Front Axle	
0509229	Steering Wheel, 2 Spoke	STEERING WHEEL The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 2-spoke design.
0550144	Logo/Emblem, on Horn Button	LOGO AND CUSTOMER DESIGNATION ON HORN BUTTON The steering wheel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row. The first row of text will be: HANFORD The second row of text will be: FIRE The third row of text will be: DEPARTMENT

0123622	Bumper, 10" Extended, Imp/Vel	BUMPER A one (1)-piece, stainless steel bumper, minimum of 10.00" high, will be attached to the front of the frame. A 9.00" channel will be mounted directly behind the bumper for additional strength. The bumper will be extended 10.00" 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.
0510226	Lift & Tow Package, Imp/Vel, AXT, Dash CF	LIFT AND TOW MOUNTS Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems. The lift and tow mounts with eyes will be painted the same color as the frame.
0005739	Tow Eyes, Chrome, Chicago Style, Top of Deck	TOW EYES Two (2) Chicago style tow eyes will be mounted through the top of the bumper extension. The tow eyes will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow eyes will not be used for lifting of the apparatus. The inner and outer edges of the tow eyes will have a .25" radius. The tow eyes will be chrome plated.

CAB

The Impel cab will be designed specifically for the fire service and will be manufactured by Pierce Manufacturing.

To provide quality at the source and single source customer support, 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 of 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 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

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 forward cab section will have an overall height (from the cab roof to the ground) of approximately 102.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 112.00". The raised portion will start at the most forward point of the B-pillar and continue rearward to the back of the cab. The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, 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 cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 62.95" in the center position and 68.75" in the outboard positions.

The crew cab will measure a minimum of 57.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

CAB PUMP ENCLOSURE

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

INTERIOR CAB INSULATION

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling.

FENDER LINERS

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

PANORAMIC WINDSHIELD

A one (1)-piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick 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 a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather. The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

FAST SERVICE ACCESS FRONT TILT HOOD

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

0724237	Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	ENGINE TUNNEL To provide structural strength, the engine tunnel sidewalls will be constructed of 0.50" aluminum plate that is welded to both the 0.25" firewall and 0.38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered. The back of the engine tunnel will be no higher than 16.25" off the crew cab floor. The engine hood will be insulated for protection from heat and sound. Perforated foil faced insulation will be over a 1.00" thick closed cell foam affixed with pressure sensitive adhesive and further secured with mechanical fasteners. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The noise insulation keeps the dBA level within the limits stated in the current NFPA 1901 standards.
0677478	Rear Wall, Exterior, Cab, Aluminum Treadplate	CAB REAR WALL EXTERIOR COVERING The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.
0122465	Cab Lift, Elec/Hyd, Imp/Vel	CAB LIFT A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended). The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab. The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position. For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when 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 safety 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.
0803676	Grille, Bright Finished, Front of Cab, Impel	GRILLE A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.
0002224	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	DOOR JAMB SCUFFPLATES All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.
0527034	Trim, S/S Band, Across Cab Face, Rect Lights, Impel	FRONT CAB TRIM A band of 22 gauge polished stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band. There will be polished stainless steel corner covers provided over the painted cab corner where the cab turn signals are located.
0015440	No Chrome Molding, On side of cab	
0032189	Mirrors, Ramco, 8000PCHR, Heated/Remote, w/Heated/Remote Convex, Door Mount	MIRRORS One (1) Ramco, Model 8000-PCHR, polished aluminum mirror will be mounted on each of the cab doors. The mirrors will be 9.25" wide x 13.50" high with a convex section. The mirror head will have a highly polished aluminum finish. The flat glass in each mirror will be heated and adjustable, with remote controls that are convenient to the driver. The convex section in each mirror will be heated and adjustable, with remote controls that are convenient to the driver.

0667942	Door, Half-Height, Impel FR 4-Door Cab, Raised Roof	CAB DOORS The forward cab and crew cab doors will be the half-height style door. To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 64.71" high. The crew cab doors will measure a minimum of 37.87" wide x 73.75" high. The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum. The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility. 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 and crew cab door. A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted. The cab steps at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.
0655511	Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	Door Panels The inner cab door panels will be constructed out of brushed stainless steel. The cab door panels will be removable.
0667905	Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	RECESSED POCKET WITH ELASTIC COVER To provide organized storage (clutter control) in the cab for miscellaneous equipment, the cab interior will be provided with recessed storage pockets. The pockets will be 5.63" wide x 2.00" high x 4.00" deep. The pockets will be provided with a perforated elastic material cover to secure the equipment in the pocket. The pockets will be installed in all available mounting locations of the overhead console.
0667902	Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	ELECTRIC WINDOW CONTROLS Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. 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. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door. The window switches will be connected directly to the battery power. This allows the windows to be raised and lowered when the battery switch is in the off position.
0512419	Electric Door Locks, Cab Doors, Imp/Vel	ELECTRIC CAB DOOR LOCKS The front driver and passenger doors will have a door lock master switch (custom designed rotary lock knob) built into the interior door latch that will control all front and rear side exit door locks. Each rear cab door will have its own lock control. Each door will have a keyed exterior lock mechanism built into the door handle assembly. There will be one (1) concealed switch on the exterior of the cab, located under the front full width service access panel, that operates the cab door locks. The lock system will include two (2) key FOBs that allow for keyless entry into the vehicle. The key FOB system will use code hopping technology for high security and be FCC part 15 compliant.
0512420	Key Pad, Electric Door locks, DS & PS, Imp/Vel	KEY PAD FOR ELECTRIC DOOR LOCKS For improved convenience, the cab door locks will include a Trimark keypad entry system to provide complete keyless entry to the cab. There will be two (2) keypads provided, located one each side of the cab behind the front cab doors. The keypads will include visual and audio feedback to confirm activation and acknowledge correct entry code. For enhanced night time use, the keypads will be lighted. For increased security, the system will allow over 3000 possible code combinations.
0555485	Steps, 4-Door Full Tilt Cab, Imp/Vel	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 31.00" wide, and the crew cab steps will be 24.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps.

0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	CAB EXTERIOR HANDRAILS A Hansen knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress. Each handrail will be provided with red LED lights. The lights will be activated when the parking brake is applied. The LED lights may be load managed.
0892637	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	STEP LIGHTS There will be four (4) white P25 LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep. In order to ensure exceptional illumination, each 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 light(s) will have a chrome housing. The lights will be activated when the adjacent door is opened.
0002140	Fenders, S/S on Cab	FENDER CROWNS Stainless steel fender crowns will be installed at the cab wheel openings.
0592071	No Windows, Side of Crew Cab, Vel/Imp	
0568605	Not Required, Interior Trim, No Cab Side Windows	
0012090	Not Required, Windows, Front/Side of raised roof	
0603142	Windows, Rear CC, (2) 11.25" x 18", Impel	WINDOWS, REAR The rear wall of the crew cab will have two (2) windows, each being 11.25" wide x 18.00" high.
0553197	Not Required, Trim, Cab Rear Windows, Impel	
0786278	Window Tint, Crew Cab Door, Right Side, Medium Gray	RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT The rollup window in the right side crew cab door will be tinted medium gray.
0786289	Window Tint, Crew Cab Door, Left Side, Medium Gray	LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT The rollup window in the left side crew cab door will be tinted medium gray.
0123686	Drip Rail, Cab Roof, Impel/Velocity/Veloccity SLT	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 constructed of bright polished extruded aluminum, and be bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.
0079144	Inserts, Screws, For All Cab Door Panels	SCREW INSERTS ON CAB DOORS All removable panels for the cab and crew cab doors will be mounted with inserts. Self tapping screws will not be used.
0798684	Work Surface, 3/16" Alum, Full Engine Tunnel, Vel/Imp FR	WORK SURFACE There will be a work surface provided on the engine tunnel. The work surface will be flat. It will not follow the engine tunnel angles. The work surface will cover the entire engine tunnel and will be constructed of 0.19" aluminum to allow for the mounting of equipment. The work surface will start to the rear of the center instrument panel and finish at the end of the engine tunnel. The work surface will be painted to match the cab interior.

0748680	Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	CAB INTERIOR With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road. The center console will be a high impact ABS polymer and will be easily removable. The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface. To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided. To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners. To provide a deluxe automotive interior, the engine tunnel will be covered by leather grain vinyl that is 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. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery. The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place. CAB INTERIOR UPHOLSTERY The cab interior upholstery will be 36 oz dark silver gray vinyl. All cab interior materials will meet FMVSS 302 (flammability of interior materials).
0667943	Cab Interior, Paint Color, Impel/Velocisty FR	CAB INTERIOR PAINT The following metal surfaces will be painted black, vinyl textured paint: - Modesty panel in front of driver - Vertical surface of dash in front of the officer (not applicable for recessed dash) - Glove box in front of the officer (if applicable) - Power distribution in front of the officer - Rear heater vent panels The remaining cab interior metal surfaces will be painted fire smoke gray, vinyl texture paint.
0509532	Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	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.

0741239	HVAC, Impel/Velocity FR, 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-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following: One (1) adjustable will be directed towards the left side cab window One (1) adjustable will be directed towards the right side cab window Six (6) fixed outlets will be directed at the windshield The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements. Cab/Crew Auxiliary Heater There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in 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 19.10 cubic inch compressor will be installed on the engine. A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. The condenser cover to be painted to match the cab roof. The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours. The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications. Adjustable air outlets will be strategically located on the forward plenum cover per the following: Four (4) will be directed towards the seating position on the left side of the cab Four (4) will be directed towards the seating position on the right side of the cab Adjustable air outlets will be strategically located on the evaporator cover per the following: Five (5) will be directed towards crew cab area A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be 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. 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. The drain tubes will terminate under the cab, on the inboard side of the front wheelwells.
0627910	Sun Visor, Vinyl/Fabric, Imp/Vel	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.
0548173	Grab Handles, Driver and Passenger Door Post, Imp/Vel	GRAB HANDLE A black rubber covered grab handle will be mounted on the door post of the driver side and passenger side cab door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.
0002526	Light, Engine Compt, All Custom Chassis	ENGINE COMPARTMENT LIGHT An engine compartment light will be installed under the engine hood, of which the switch is an integral part. Light will have a .125" diameter hole in its lens to prevent moisture retention.
0122516	Fluid Check Access, Imp/Vel	ACCESS TO ENGINE DIPSTICKS For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The door will be 20.00" wide x 8.25" high and be flush with the wall of the engine tunnel. The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional port will be provided for filling the engine oil. The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.

0002508	Map Box, 3 Bin/30 deg Slant, Custom Chassis	MAP BOX There will be one (1) map box(es) with three (3) bins, open at top. The map box(es) will be installed at final inspection. The map box(es) will be divided into three (3) bins, each being 12.50" wide x 3.00" high x 12.00" deep. Each bin will slant 30 degrees from horizontal. The map box(es) will be constructed of 0.125" aluminum and will be painted to match the cab interior.
0583039	Not Required, Side Roll and Frontal Impact Protection	
0622619	Seating Capacity, 4 Seats	SEATING CAPACITY The seating capacity in the cab will be four (4).
0697009	Seat, Driver, Pierce PS6, Base, Air Ride, High Back	DRIVER SEAT A Pierce PS6® seat will be provided in the cab for the driver. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include manual controls to adjust the height (1.12" travel) and horizontal (6.00" travel) position. The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have a reclining back adjustable from 20 degrees back to 45 degrees forward. The seat back will be a high back style, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions. The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
0696995	Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA	OFFICER SEAT A Pierce, PS6® seat will be provided in the cab for the officer. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat 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. The seat back will be an SCBA back style with 7.50 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seat will be furnished with a 3-point, shoulder type seat belt. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
0002517	Not Required, Radio Compartment	
0765628	Cabinet, Rear Facing, LS, 24 W x 38 H x 30.5 D, Radius, Ext Acc, Imp/Vel	REAR FACING LEFT SIDE CABINET A rear facing cabinet will be provided in the crew cab at the left side outboard position with interior and exterior access. The cabinet will be 24.00" wide x 38.00" high x 30.50" deep with one (1) Gortite rollup door with satin anodized finish, non-locking, radius track style. That is, it will travel over the top and down the back of the cabinet. Front top corners of the cabinet will be radiused. This will allow access through the front and top section of the cabinet. A shield will be installed to keep items in this cabinet from falling into the door tracking area and jamming the door. The frame to frame opening will be 19.25" wide x 37.75" high. The minimum clear door opening will be 16.50" wide x 35.25" high. The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lipped to match the cab interior. The cabinet will include no louvers. The cabinet will also provide exterior access with one (1) 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 clear door opening will 19.75" wide x 35.50" 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 Amdor LED strip light installed on the left side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch.
0102783	Not Required, Seat, Rr Facing C/C, Center	

0752582	Cabinet, Rear Facing, RS, 21.5 W x 38 H x 26.5 D, Radius, Ext Acc, Imp/Vel	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 21.50" wide x 38.00" high x 26.50" deep with one (1) Gortite rollup door with satin anodized finish, non-locking, radius track style. That is, it will travel over the top and down the back of the compartment. Front top corners of the compartment will be radiused. This will allow access through the front and top section of the compartment. A shield will be installed to keep items in this cabinet from falling into the door tracking area and jamming the door. The frame to frame opening will be 16.75" wide x 37.75" high. The minimum clear door opening of the cabinet will be 14.00" wide x 35.25" high. The cabinet will include one (1) infinitely adjustable shelf with a 1.25" up-turned lippainted to match the cab interior. The cabinet will include no louvers. The cabinet will also provide access from outside the cab with one (1) 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 14.50 wide x 35.50" high. The door will be located on the side of the cab over the wheelwell. 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 Amdor LED strip light installed on the right side of the exterior cabinet door opening. The lights will be controlled by an automatic door switch.
0108189	Not Required, Seat, Forward Facing C/C, DS Outboard	
0123167	Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA	FORWARD FACING CENTER SEATS There will be two (2) forward facing, Pierce PS6® seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). 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. The seat backs will be an SCBA back style with 7.5 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location. The seats will be furnished with 3-point, shoulder type seat belts. The seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.
0108190	Not Required, Seat, Forward Facing C/C, PS Outboard	
0766467	Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	SEAT UPHOLSTERY All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have four (4) seating positions.
0511657	Bracket, Air Bottle, Zico, ULLH, Load & Lock, Cab Seats, Imp/Vel/Q/DCF	AIR BOTTLE HOLDERS All SCBA type seats in the cab will have a Ziamatic, Model ULLH, SCBA holder bracket. This bracket will be compliant with the current NFPA 1901 standards and will include a back plate, two (2) seats, a footplate and a Model LLS (Load & Lock) strap to hold the bottle in the bracket. The bracket seats will be a "one size fits all" style seat and will accommodate SCBA cylinders from the high pressure 30-minute to the high pressure 60-minute. The bracket seats will be adjustable up and down by unbolting, relocating, and re-bolting in the desired position.
0025527	Inserts, Back Rest for PS6, PSV, 911 SCBA Seats, (New Style)	Provided with the SCBA seats, will be backrest inserts which cover the SCBA cavity. The insert cover will be padded and covered with the same material as the seat. A total of three (3) inserts will be provided all cab SCBA seats. The seat back insert is designed to support the firefighters back, with or without the SCBA bottle in place. The insert is held in place with two (2) elastic cords.
0603867	Seat Belt, ReadyReach	SEAT BELTS All seating positions in the cab, crew cab and tiller cab (if applicable) 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 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.
0604863	Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	SHOULDER HARNESS HEIGHT ADJUSTMENT All seating positions furnished with 3-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. A total of six (6) seating positions will have the adjustable shoulder harness.

0543133	Bracket, Helmet Holder, Zico UHH-1	HELMET HOLDER There will be a total of four (4) Zico, Model UHH-1, helmet holder bracket(s) provided in the cab. The brackets will provide secure storage and quick access to each helmet. The location of the helmet holder bracket(s) will be determined at the time of final inspection.
0647647	Lights, Dome, FRP Dual LED 4 Lts	CAB DOME LIGHTS There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab. The color of the LED's will be red and white. The white LED's will be controlled by the door switches and the lens switch. The color LED's will be controlled by the lens switch. In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.
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.
0628472	Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch 2lts	OVERHEAD MAP LIGHTS There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab: One (1) overhead in front of the driving position. One (1) overhead in front of the passenger's position. Each light will include a switch on the light housing. The light switches will be connected directly to the battery switched power.
0732083	SP Handlts, (2) Streamlight Stinger HL 75432 kit, 12v, Charging Holder	HAND HELD LIGHT There will be two (2) 12v Streamlight, Stinger Model 75432, kits with lights mounted TBD at Pre-con. Each kit to include a light and charger mount.
0594554	Cab Instruments, Blk Gags, Blk Bez, Impel 2010	CAB INSTRUMENTATION The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of 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 directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership. Gauges The gauge panel will include the following ten (10) black gauges with black bezels to monitor vehicle performance: Voltmeter gauge (Volts) Low volts (11.8 VDC) Amber indicator on gauge assembly with alarm High volts (15 VDC) Amber indicator on gauge assembly with alarm Very low volts (11.3 VDC) Amber indicator on gauge assembly with alarm Very high volts (16 VDC) Amber indicator on gauge assembly with alarm Tachometer (RPM) Speedometer (Primary (outside) MPH, Secondary (inside) Km/H) Fuel level gauge (Empty - Full in fractions) Low fuel (1/8 full) Amber indicator on gauge assembly with alarm Very low fuel (1/32) fuel Amber indicator on gauge assembly with alarm Engine oil pressure gauge (PSI) Low oil pressure to activate engine warning lights and alarms Red indicator on gauge assembly with alarm Front air pressure gauge (PSI) Low air pressure to activate warning lights and alarm Red indicator on gauge assembly with alarm Rear air pressure gauge (PSI) Low air pressure to activate warning lights and alarm Red indicator on gauge assembly with alarm Transmission oil temperature gauge (Fahrenheit) High transmission oil temperature activates warning lights and alarm Amber indicator on gauge assembly with alarm Engine coolant temperature gauge (Fahrenheit) High engine temperature activates an engine warning light and alarm Red indicator on gauge assembly with alarm Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions) Low fluid (1/8 full)

Amber indicator on gauge assembly with alarm

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

Indicator Lamps

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. 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)

SRS (supplemental restraint system) fault (where applicable)

DEF (low diesel exhaust fluid level)

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

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.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

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

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position.

The second switch position will activate and deactivate the high idle function when pressed and released. 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.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.

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.

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

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

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

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 overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

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

SRS diagnostic port (where applicable)

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 odometer, trip mileage, PTO hours, fuel consumption, engine hours, and other configuration specific information. 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.

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 not activate any 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.
0611681	Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT 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 appliques. Documentation will be provided by the manufacturer indicating the rated cycle life of the switches. The switch panel(s) will be located in the overhead position above the windshield on the driver side overhead to allow for easy access. 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.
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	WIPER CONTROL For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.
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 one (1) on the officer side of the wraparound dash facing the passenger side in switch panel #9 and one (1) on the upper left of the the rear wall of the engine tunnel facing the crew cab" (Match Job 26797) Termination will be with 15 amp, power point plug with rubber cover Wires will be sized to 125 percent of the protection The circuit(s) may be load managed when the parking brake is set.
0548006	Wiring, Spare, 15 A 12V DC 2nd	SPARE CIRCUIT There will be three (3) 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 For flashlights, Location TBD at pre-con. 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.

0548009	Wiring, Spare, 20 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 20 amps at 12 volts DC Power and ground will terminate "(2) to area behind passenger seat. (Match Job 26797) Termination will be with 3/8" studs and plastic covers Wires will be sized to 125% of the protection This circuit(s) may be load managed when the parking brake is set.
0548013	Wiring, Spare, 20 A 12V DC 2nd	SPARE CIRCUIT There will be two (2) pair of wires, including a positive and a negative, installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 20 amps at 12 volts DC. Power and ground will terminate (1) to area behind driver seat, one and (1) to rear DS corner of the work surface. Termination will be with 3/8" studs and plastic covers. Wires will be sized to 125 percent of the protection. This circuit(s) may be load managed when the parking brake is set.
0787001	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 2nd	SPARE CIRCUIT There will be two (2) dual USB fast charge socket mounts installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 4.8 amps at 12 volts DC. The USB socket mount will be Crew Cab Area - TBD at Pre-con. Termination will be a Blue Sea Systems part number 1045 dual USB charger socket. Wires will be sized to 125% of the protection. This circuit(s) may be load managed when the parking brake is applied.
0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	SPARE CIRCUIT There will be two (2) dual USB fast charge socket mounts installed on the apparatus. The above wires will have the following features: The positive wire will be connected directly to the battery power. The negative wire will be connected to ground. Wires will be protected to 4.8 amps at 12 volts DC. The USB socket mount will be Cab Area, see dash layout. Termination will be a Blue Sea Systems part number 1045 dual USB charger socket. Wires will be sized to 125% of the protection. This circuit(s) may be load managed when the parking brake is applied.
0655679	Remote Control, Wired, Programmable 3 Button	PROGRAMMABLE REMOTE CONTROL There will be a wired remote control integrated into the switch panel panel position A of the approved dash layout. The remote will have three (3) individually programmable buttons for most garage door openers, and gate operators as well as the capability of controlling many lighting and security systems.
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 switch 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 side-mounted rubber antenna located on the left side of the cab. 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
0615214	Vehicle Information Center, LCD On Gauge Cluster w/7" Color Disp,Touchscreen,Imp	INFORMATION CENTER An LCD display integral to the cab gauge panel will be included as outlined in the cab instrumentation area. ADDITIONAL INFORMATION CENTER An information center employing a 7.00" diagonal touch screen color LCD display will be encased in an ABS plastic housing and will be located on the in view of the driver per the instrument panel layout diagram. 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.
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 equipped)
Foam Level (if equipped)
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
Water 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 indicate
 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 Information (if equipped)
 Button functions and button labels may change with each screen.

0734857

Collision Mitigation, HAAS Alert (R2V), HA5

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA5 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA5 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degree C to 85 degree C.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA5 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA5 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA5 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

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.
0699542	Intercom, Sigtronics US-67D, 7-Pos, 3-Dual Radio, D,O,4C,P	INTERCOM SYSTEM A seven (7) position Sigtronics, Model US-67D, intercom system with dual radio interface capability at the driver, officer, and pump panel will be provided. Four (4) crew cab positions at two (2) forward facing seats and two (2) rearward facing seats will have intercom and radio listen capabilities. System includes: - One (1) US-67D Intercom system that includes the following: - Six (6) Interior Headset jacks in blue boxes - One (1) Exterior Headset jack in blue box with splash cover (Pump panel) - Three (3) Radio Push-to-Transmit buttons in blue boxes (Driver, officer and pump panel) All necessary cabling
0022898	Cable, Radio to Intercom Interface, Sigtronics, 2 Radios	RADIO / INTERCOM INTERFACE CABLES The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle. The radio equipment to be used by the customer will be: - Motorola Mid Power , Model XL2500 - Motorola Mid Power , Model XL2500
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 driver, officer, and two crew. 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, passenger's side inboard forward facing seat and passenger's side outboard rear facing seat. The hanger(s) will meet NFPA 1901, Section 14.1.11, requirement for equipment mounting.
0559508	Install Customer Provided Two-Way Radio Remote Head Cable	TWO-WAY RADIO CABLE INSTALLATION There will be two (2) customer supplied two-way radio remote head cable(s) sent to the apparatus manufacturers preferred radio installer for installation. The cable will be run behind the officer seat, remote heads installed per instrument panel layout locations #4 and #5 sirtronics in location #6. Specific shipping requirements will be followed.

0597940	Install Customer Provided Two-Way Radio Speaker(s)	TWO WAY RADIO SPEAKER INSTALLATION There will be two (2) customer supplied two way radio speakers sent to the apparatus manufacturers preferred third party installer to be installed inverted from the ceiling on the drivers and officers side as marked by the customer.. Specific shipping requirements will be followed.
0696438	Antenna Mount, Custom Chassis, Cable Routed to Radio Box	RADIO ANTENNA MOUNT There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed one (1) each side on the cab roof on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the radio box. A weatherproof cap will be installed on the mount.
0696439	Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	RADIO ANTENNA MOUNT There will be two (2) standard 1.125", 18 thread antenna-mounting base(s) installed On the Cab Roof on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.
0653526	Camera, Pierce, LS Mux, R, Camera	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 left side vehicle information center display. Audio from the microphone on the active camera will be not provided. The following components will be included: One (1) SV-CW134639CAI, camera One (1) amplified speaker (if applicable) All necessary cables
0523921	Recess, Rear Vision Camera	RECESS REAR CAMERA A rear camera recess will be provided in the center at the rear .
0890427	Pierce Command Zone, Advanced Electronics & Control System, Impel, 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 a see through housing, a power indicator, a status indicator and circuit indicators located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices. The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership. For increased reliability and simplified use the control system modules will include the following attributes: Green LED indicator light for module power Red LED indicator light for network communication stability status Control system self test at activation and continually throughout vehicle operation No moving parts due to transistor logic Software logic control for NFPA mandated safety interlocks and indicators Integrated electrical system load management without additional components Integrated electrical load sequencing system without additional components Customized control software to the vehicle's configuration Factory and field re programmable to accommodate changes to the vehicle's operating parameters 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 diagnostic messages will be provided to support rapid troubleshooting of the electrical power and control system. The diagnostic messages will be displayed on the information center located at the driver's position.

The on-board information center will include the following diagnostic information:

Text description of active warning or caution alarms

Simplified warning indicators

Amber caution indication with intermittent alarm

Red warning indication with steady tone alarm

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 white 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 if equipped.

The TCU capability will record faults from the engine, transmission, ABS, electrical control and information systems as they occur. No other data will be recorded at the time the fault occurs.

The TCU will provide up to 2 Gigabytes of data storage.

It will provide a means to download 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	ClearSky Telematics for Remote Fleet and On-scene Management	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 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 web-based interface portal. The 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
0730601	Electrical System, Impel ESP, Cummins, Paccar	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.
0079212	Batteries, (6) Exide Grp 31, 950 CCA each, SAE Posts	BATTERY SYSTEM Six (6) 12 volt, Exide, Model 31A950X1W, group 31 batteries that include the following features will be provided: 950 CCA, cold cranking amps 190 amp reserve capacity - High cycle - Rating of 5700 CCA at 0 degrees Fahrenheit 1140 minutes of reserve capacity - SAE Posts Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity. The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.
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.

0123174	Battery Compartment, Imp/Vel	BATTERY COMPARTMENTS The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays. JUMPER STUDS One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.
0562594	Charger, Sngl Sys, Newmar, PUC12-35, 35A	BATTERY CHARGER A Newmar, Model PUC12-35, three stage waterproof battery charger, will be provided. A bar graph indicating the state of charge will be included. The charger output to the vehicle batteries will be capable of supplying up to 35 amps for charging the batteries. The battery charger will be wired to the 120-volt shoreline to activate automatically when the power is connected.
0012782	Location, Charger, Front Left Side Body Compartment	The battery charger will be located in the left body compartment mounted on the left wall as high as possible.
0536099	Location, Bat Chrg Ind, Driver's Step Area	The battery charger indicator will be located in the driver's step area.
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 Battery Charger and Block Heater. There will be a mating connector body supplied with the loose equipment. There will be a label installed near the inlet(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
0026800	Shoreline Location	The shoreline receptacle will be located in the driver side lower step well of cab.
0647728	Alternator, 430 amp, Delco Remy 55SI	ALTERNATOR A Delco Remy®, Model 55SI, alternator will be provided. It will have a rated output current of 430 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

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)
0766233	Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	HEADLIGHTS There will be four (4) Truck-Lite®, 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 27640C low beam module the inside light on each side will contain a part number 27645C high beam module 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.
0648425	Light, Directional, WIn 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	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.
0750542	Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED 2lts	INTERMEDIATE LIGHT There will be two (2) Truck-Lite®, Model 60421Y, amber LED lights furnished, one (1) each side, horizontally in the rear fender panel. The light will double as a turn signal and marker light. A stainless steel trim will be included with this installation.
0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	CAB CLEARANCE/MARKER/ID LIGHTS There will be seven (7) 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. Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

0535157	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts, PUC/HDRP	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.
0517025	Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	REAR FMVSS LIGHTING There will be two (2) wrap around tri-cluster LED modules provided on the face of the rear body compartments. Each tri-cluster will include the following: One (1) LED stop/tail light One (1) LED directional light One (1) LED backup light
0085910	Lights, Backup Included in Signal Cluster	
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.
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.
0578264	Flash Pattern, California Title13, LED Warning Lights	WARNING LIGHT FLASH PATTERN The flash pattern of all the exterior warning lights will be set to meet the certified California, Title XIII flash pattern by either the light manufacturer's default flash pattern or by a conversion change to the certified flash pattern.
0769569	Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	CAB PERIMETER SCENE LIGHTS There will be four (4) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" white LED strip lights provided. 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 and the respective door is open and whenever control has been selected for the body perimeter lights.
0769559	Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	PUMP HOUSE PERIMETER LIGHTS There will be two (2) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" LED weatherproof strip lights with brackets provided under the pump panel running boards, centered front to rear as much as possible, one (1) each side. The lights will be activated when the battery switch is on, and controlled by the same means as the body perimeter lights.

0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear Step	BODY PERIMETER SCENE LIGHTS There will be two (2) Amdor, Model AY-LB-12HW012, 190 lumens each, 12.00" 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 the parking brake is applied.
0896454	Enhanced Software for Perimeter Lts	ENHANCED SOFTWARE FOR PERIMETER LIGHTS All perimeter lights will be deactivated when the parking brake is released unless alternate control is selected. The cab and crew cab perimeter lights will remain on for ten (10) seconds for improved visibility after the doors closed.
0557322	Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	STEP LIGHTS There will be four (4) white LED step lights provided at the rear to illuminate the tailboard/step area. In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light. These step lights will be actuated with the perimeter scene lights. All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.
0549115	Lights, Side Scene, Wln 60C0ELZR Gradient LED 12, Semi-Recess Mounted, 1st	SCENE LIGHTS There will be two (2) Whelen®, Model 60C0ELZR, gradient LED scene light(s) with Model 6EFLANGE, chrome flange(s) installed on the side of the apparatus, one (1) high and rearward of driver's side cab door and one (1) high and rearward of passenger's side cab door. A control for the light(s) selected above will be the following: a switch at the driver's side switch panel a switch at the pump operator's panel no additional switch location no additional switch location These lights may be load managed when the parking brake is applied.
0549117	Lights, Side Scene, Wln 60C0ELZR Gradient LED 12, Semi-Recess Mounted, 2nd	SCENE LIGHTS There will be two (2) Whelen, Model 60C0ELZR Gradient LED scene light(s) with chrome flange installed on the side of the apparatus, one (1) high and rearward on driver's side body and one (1) high and rearward on passenger's side body . A control for the light(s) selected above will be the following: a switch at the driver's side switch panel a switch at the pump operator's panel no additional switch location no additional switch location These lights may be load managed when the parking brake is set.
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 white. The light(s) will be controlled by a switch at the driver's side switch panel and by a switch at the passenger's side switch panel. These light(s) may be load managed when the parking brake is applied.
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-LB-12HW040, 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.
0778195	Lights, Rear Scene, Wln, PCPSM1C Pioneer LED Fld/Spt, Surface Mount	REAR SCENE LIGHTS There will be two (2) Whelen, Model PCPSM1, LED scene lights with chrome trim bezels installed at the rear of the apparatus. These lights will be installed between 30.00" and 102.00" above the ground. The lights will be controlled by a switch at the driver's side switch panel, by a switch at the driver's side pump panel and by a switch in a stainless steel cup located at the rear of the apparatus no more than 72.00" from the ground.

0709438	Lights, Walk Surf, FRP Flood, LED	WALKING SURFACE LIGHT There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body. The light(s) will be activated when the body step lights are on.
0518282	Pumper, PUC, Aluminum	
0554271	Body Skirt Height, 20"	
0543689	SP Tank, Water, 550 Gallon, Poly, Rectangle, Form Fitting, PUC	WATER TANK Booster tank will have a capacity of 550 gallons and be constructed of UV stabilized ultra high impact polypropylene plastic by a manufacturer with a minimum of 20 years experience building tanks, is ISO 9001:2000 certified in all its manufacturing facilities, and has over 50,000 tanks in service. The booster tank will be a form-fitting design that serves to keep the tank height as low as possible. The tank shall be no wider than 39" at the base to allow for greater compartment depth and no wider than 53" at the top. Tank joints and seams will be nitrogen welded inside and out. Tank will be baffled in accordance with NFPA Bulletin 1901 requirements. Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments. Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding. Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover. All partitions will interlock and will be welded to the tank bottom and sides. Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions. Tank top will be sufficiently supported to keep it rigid during fast filling conditions. Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes. A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank. Sump will include a drain plug and the tank outlet. Tank will be installed in a fabricated cradle assembly constructed of structural steel. Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing. Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on. Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle. Mounting system to 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 2.50" 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	

0597043	Body Height, PUC/HDRP	BODY HEIGHT The height of the body will be 92.00" from the bottom of the body to the top of the body.
0199241	Hose Bed, Aluminum, Pumper, PUC	HOSE BED The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength. Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.
0723340	Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	The hose bed walls will be unpainted and with a brushed finish.
0003481	Hose Bed Capacity, Special	Hose bed will accommodate 200' of 2.5", 1000' of 5", 600' of 3" and 600' of 3".
0689089	Divider, Hose Bed, Unpainted, w/Handhold	HOSE BED DIVIDER Three (3) hosebed dividers will be furnished for separating hose. Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge. An oval opening will be provided near the rear of the divider to be used as a hand hold and aid in accessing the hose bed. Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed. Divider will be held in place by tightening bolts, at each end. Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.
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.
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.
0587696	Hose Restraint, Hose Bed,One Piece Vinyl Flap,Strap Fastener,Hose Bed Frame,Rear	HOSEBED RESTRAINT REAR There will be a black vinyl flap installed at the rear of the hosebed. The flap will be attached to the top hosebed frame with quarter turn fasteners. The flap will have straps that loop through footman loops at the bottom of the hosebed and fasten with spring clip and hook fasteners and chain.
0525658	Running Boards, PUC	RUNNING BOARDS A running board will be provided on each side of the front body to allow access to the backboard/crosslay storage area. The running boards will be designed with a grip pattern punched into .125" bright aluminum treadplate material providing support, slip resistance, and drainage.
0683043	Tailboard, 12" Deep, Full Width, Angled Corners, PUC/HDRP	TAILBOARD The tailboard will be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly. The tailboard area will be 12.00" deep and full width of the body. The outboard sides of the tailboard will be angled at 45 degrees beginning at the point where the body meets the tailboard at the outboard edge angling rearward to the rear edge of the tailboard. The exterior side will be flanged down and in for increased rigidity of tailboard structure.
0690029	Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	REAR WALL, BODY MATERIAL, PUC The rear wall will be smooth and the same material as the body. The rear wall body material will be painted. Unpainted aluminum overlays will be provided to allow for chevron application and to provide continuously smooth rear wall panels. The outboard edges of the rear wall will be trimmed in polished stainless steel.

TOW BAR

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

COMPARTMENTATION

The apparatus body will be built of aluminum construction using a minimum of 0.125" thick, 5052-H32 aluminum.

The body panel assembly will be constructed in a fixture and consist of formed sheet metal for the front and rear bulkheads, door frames, floors, ceilings, and back walls. These parts will be welded together to ensure greatest longevity with no visible welds in compartment interior. Welded construction will consist of 1.00" x 0.38" engineered plug weld holes that control the size, location, and the amount of weld required. The bodies will be assembled and welded from engineered prints that call out the size, location, and type of weld required.

In structural areas the sheet metal components will have flanges for welding. No butt joints will be allowed. Gussets and support posts will be provided for additional strength where needed.

The fender panel will be an integral part of the complete welded body assembly. All light and compartment holes are pre punched prior to construction to provide accuracy and rounded corners to prevent stress risers in the material.

Circular fender liners will be provided. For prevention of paint chips and ease of suspension maintenance the fender liners will be formed from brush finished 304L stainless steel, be unpainted, and removable for suspension maintenance.

Side compartment flooring will be of the sweep out design with the floor minimum of 1.00" higher than the compartment door lip.

Drip protection will be provided above the doors by means of aluminum extrusion, or formed bright aluminum treadplate.

The top of the compartment will be sheet metal and covered with bright aluminum treadplate rolled over the edges on the front, and rear. These covers will have the corners welded.

The aluminum treadplate covers will not make up the ceiling of the compartment.

All screws and bolts, which are not Grade 8, will be stainless steel and where they protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the body support system will begin with the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads. The support system will include lateral frame rail extensions that are formed from 0.375" 80k high strength steel and bolted to the chassis frame rails with 0.625" diameter Grade 8 bolts.

The vertical and horizontal members of the frame rail extensions are to be reinforced with welded gussets and extend to the outside edge of the body. The lateral frame extensions will be electro-coated for superior corrosion resistance.

The floating substructure will be separated from the lateral frame extensions with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body, and absorb road shock and vibration.

The isolators will have a broad load range, proven viability in vehicular applications, be of a fail safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body. Two (2) 3.50" diameter isolators are provided at the front of the body near the centerline of the vehicle above the chassis frame. A minimum of eight (8) - 2.55" diameter isolators will be provided, two (2) under each front compartment and two (2) under each rear side compartment. A minimum of four (4) 3.50" diameter isolators will be provided under the rear compartment.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards. Documentation of the material meeting the standard will be provided at time of delivery.

LOUVERS

All body compartments will have a minimum of one (1) set of automotive style, dust resistant louvers pressed into a wall. The louvers will incorporate a one (1)-way rubber valve that provides airflow out of the compartment and prevents water and dirt from gaining access to the compartment. Compartments over the wheel will not have louvers.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis and strain gauging have been performed with special attention given to fatigue life and structural integrity of the body and substructure.

The body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.

Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.

Driving the vehicle on at 35 mph on a washboard road.

Driving the vehicle at 55 mph on a smooth road.

Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of the actual testing techniques will be made available upon request.

FEA will have been performed on all substructure components.

0518345	LS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, FH/FD Frt&Rr, PUC	LEFT SIDE COMPARTMENTATION The left side compartmentation will consist of three rollup door compartments. A full height, rollup door compartment ahead of the rear wheels will be provided. The pump operator's panel will be located in this compartment. The partition to the right of the pump operator's panel will be 2.50" in width. The interior dimensions of the remaining space in this compartment will be 13.25" wide x 53.63" high x 26.00" deep. The clear door opening will be a minimum of 47.25" wide x 53.63" high. A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 22.88" high x 26.00" deep. The clear door opening will be a minimum of 57.25" wide x 22.88" high. A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 51.75" wide x 54.63" high x 26.00" deep. The clear door opening will be a minimum of 49.25" wide x 54.63" high. The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame. Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
0518346	RS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, FH/FD Frt&Rr, PUC	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 50.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 47.00" wide x 54.50" high. A roll-up door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 60.00" wide x 23.00" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 57.00" wide x 23.00" high. A full height, roll-up door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 52.00" wide x 54.50" high x 25.88" deep. The area behind the roll up door spool will be notched for exterior storage or larger capacity water tank tee. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 49.00" wide x 54.50" high. The roll up door spool will be installed in a recess above the compartment ceiling. All compartments will include a drip pan below the roll of the door. The drip pan will be installed level with the compartment ceiling. The interior height of the compartments will be measured from the compartment floor to the ceiling. The depth of the compartments will be measured from the back wall to the inside of the door frame. Closing of the doors will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
0692733	Doors, Rollup, Gortite, Side Compartments	SIDE COMPARTMENT ROLLUP DOOR(S) There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®. Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door. Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene. All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit. A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door. Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside. To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter. The header for the rollup door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

0557309	Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	REAR COMPARTMENTATION A roll-up door compartment above the rear tailboard will be provided. the interior dimensions of this compartment will be 37.00" wide x 43.50" high x 25.88" deep in the lower 34.00" of the compartment and 15.00" deep in the remaining upper portion. The clear door opening will be a minimum of 33.88" wide x 33.63" high. A removable access panel will be furnished on the back wall of the compartment. The rear compartment will be open into the rear side compartments. The transverse opening will be a minimum of 22.00" wide x 29.00" high. A drip pan will be installed below the roll of the door. A guard will be installed behind the roll of the door. The interior height of the compartment will be measured from the floor to the ceiling. The depth of the compartment will be measured from the back wall to the inside of the door frame. Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.
0692743	Door, Gortite, Rollup, Rear Compartment, PUC	ROLLUP REAR COMPARTMENT DOOR The rear compartment will have a rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®. Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door. Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene. All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit. A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door. Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside. To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter. The header for the rollup door assembly will not exceed 4.00". A heavy-duty magnetic switch will be used for control of open compartment door warning lights.
0642304	Electric Door Locks, Body Doors, Gortite	ELECTRIC DOOR LOCKS There will be seven (7) door(s) located LS1, LS2, LS3, B1, RS1, RS2, RS3 equipped with electric locks. The locks will be wired battery direct. The switch for control will be located on the driver side switch panel. In the event of loss of power, a manual override is available.
0689549	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	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 compartment(s): driver, passenger sides, and rear compartments. 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.
0676393	SP 177" Hatch, (2) Lift-up, 21" Wide, Both Sides, RS Shortened for Cargo Area, PUC	HATCH COMPARTMENTS Hatch compartments with two (2) lift-up, top opening hatch doors will be provided above the left and right side body compartments. Hatch compartments will be provided above the side body compartmentation. Each side will be 21.00" wide x 22.00" maximum depth. The length of the right side hatch compartment will be shortened to provide additional space in the cargo area. A 20.00" recessed step area will be provided at the rear of the compartment on the access ladder side. Sides of the compartments will be constructed of the same material as the body and painted job color on the outside panels. A 2.00" tall formed aluminum painted to match the lower body color will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will have a painted smooth weld. Top of the compartments will be constructed of bright aluminum treadplate. Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of each hatch compartment. Each door will have a lever handle with a slam style latch to hold the doors in the closed position. These double pan doors will have lipped edges with a rubber seal for weather resistance. Doors will be hinged on the outboard side and will be held open with pneumatic stay arms. The compartments will have a 3/4" drain that extends to below the body. Black rubber matting shall be provided to help prevent stored equipment in pooled water. will be provided on the compartment floor to stop wet equipment from sitting in water pools.
0733406	Handrails, Hatch Step Area, (1) Curved & (1) Straight	Handrails will be provided at the step area to the rear of the hatch compartment. One (1) curved handrail will be mounted on the outboard side of the step area at the rear and curve over the top. One (1) straight handrail will be mounted vertically along the inboard side of the step area.

0687514	Lights, Hatch Compt, LED Strip Light, 177", Both Sides	HATCH COMPARTMENT LIGHTING There will be LED strip lights mounted full length on the interior, hinged side of each compartment. Opening the hatch compartment door will automatically turn the hatch compartment lighting on.
0687145	Shelf Tracks, Recessed, PUC/3rd Generation	MOUNTING TRACKS There will be recessed tracks installed vertically to support the adjustable shelf(s). Tracks will not protrude into any compartment in order to provide the greatest compartment space and widest shelves possible. The tracks will be provided in each compartment except for the one that contains the pump operator's panel.
0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	ADJUSTABLE SHELVES There will be eight (8) 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 RS1 centered between the floor and the ceiling, in RS3 centered between the floor and the ceiling, in RS3 in the upper third, in RS2 in the upper third, in RS1 in the upper third, in LS1 centered between the floor and ceiling, in LS2 in the upper third and in LS1 in the upper third.
0709689	Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	SLIDE-OUT ADJUSTABLE HEIGHT TRAY There will be three (3) slide-out trays 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. Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location. An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand. The location(s) will be in LS3 centered between the floor and ceiling to right of the partition, in LS3 in the upper third to the right of the partition and in LS3 in the lower third to the right of the partition
0667235	Cable, Single Hand Operation, Tilt/Slide Out, Utility Trays	SINGLE HANDED CABLE LATCH A cable will be provided to tie together the two (2) spring loaded locks that are provided as standard at the front of a slide-out/tilt tray in order to provide single hand operation of the tray. The single hand operation cable will be provided on a total of two (2) slide-out trays located One (1) LS2 and One (1) in RS2.
0635427	SP Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Painted, Max Width/Depth, 3G	SLIDE-OUT/TILT-DOWN TRAY There will be two (2) slide-out trays provided. The bottom of each tray will constructed of 0.188" thick aluminum while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit. Each tray will be designed as wide and as deep as the compartment will allow. Each tray will be painted spatter gray to match the compartment it is mounted in. A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation. Rubber padded stops will be provided for the tray in the extended position. The capacity rating of the tray will be a minimum of 215 lb in the extended position. The vertical position of the tray within the compartment will be adjustable. The tray(s) will be located One (1) in LS2 and One (1) in RS2 .
0647772	Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	SLIDE-OUT FLOOR MOUNTED TRAY There will be three (3) floor mounted slide-out tray(s) with 2.00" sides provided LS1, B1 and RS1. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of .19" aluminum with non-welded corners. The finish will be painted spatter gray. There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2. To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117. To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request. Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

0726412	Partition, Trans Rear Compt, PUC/HDRP	PARTITION, TRANSVERSE REAR COMPARTMENT One (1) partition will be bolted in place to separate the left side rear compartment from the rear tailboard compartment. The partition will be body material with a brushed finish.
0762913	Divider, Vertical	VERTICAL DIVIDER A .12" thick aluminum vertical compartment divider will be provided Ahead of the upper crosslay and as wide as possible while still being able to open the door fully and remove backboard or long handle tool. Match previous Job 26797. The divider will be secured in place with #10 self tapping screws. A total of one (1) will be provided.
0004020	Rub Rail, Stainless Steel	RUB RAIL The bottom edge of the side compartments will be trimmed with a bright stainless steel rub rail. The rub rail will be 2.00" high and extend 1.00" away from the body, with slanted ends to provide a pleasing appearance. These rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.
0515441	Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G	BODY FENDER CROWNS Polished stainless steel fender crowns will be provided around the rear wheel openings. A fender liner constructed of unpainted brushed stainless will be provided to avoid paint chipping. The liners will be removable to aid in the maintenance of rear suspension components. A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion. The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion.
0519849	Not Required, Hose, Hard Suction	HARD SUCTION HOSE Hard suction hose will not be required.
0527021	Handrails Located @ Front Body	HANDRAILS The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface. Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces. Drain holes will be provided in the bottom of all vertically mounted handrails.. Handrails will be located on the front of the body in positions needed to meet NFPA requirements.
0664688	Handrails, Rear, PUC/HDRP	Two (2) vertical handrails will be located at the rear, one on each side of the rear compartment .
0000941	No Rear Hose Bed Handrail Required	
0657651	Compt, Air Bottle, Double, Fender Panel	AIR BOTTLE STORAGE (Double) A quantity of three (3) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels . A polished stainless steel door with a 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 rubber matting will be provided.
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.
0638384	Rack, Ladders, RS Full Depth Body, PUC/HDRP	LADDER STORAGE The ladders will be stored inside the upper section of the right side compartments. This ladder rack will reduce the depth of the upper section in the side compartments. A partition will be installed inside the compartment on the side of the rack to allow for equipment storage and to conceal the ladders. The ladders will be banked in separate storage troughs. The ladder storage assembly will be fabricated of stainless steel track channels to aid in loading and removal of ladders. Rear of the ladder storage area will have a vertically hinged smooth aluminum door with a D-handle latch to contain the ladders.

0733387	Ladder, 10' Duo-Safety Folding 585A	FOLDING LADDER One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.
0554061	Pike Pole, 10' DUO Safety, Fiberglass, Pumper NFPA Classification	10' PIKE POLE One (1) pike pole 10' long DUO Safety with a fiberglass handle will be provided.
0733370	Pike Pole, 6' DUO Safety, Fiberglass	PIKE POLE, 6' One (1) pike pole, 6' long Duo Safety with a fiberglass handle, will be provided.
0608351	SP Compt, Pike Poles/Fld Ldr In Upper Bdy (1) RS, Long Storage (1) LS, Latch, PUC	PIKE POLE/FOLDING LADDER COMPARTMENT One (1) pike pole compartment will be provided, recessed in the upper, inside part of body compartment on the right side. The compartment will be equipped with two (2) aluminum tubes to hold two (2) pike poles and a stainless steel trough for the folding ladder. The door will be made of smooth aluminum and have a flush lift and turn latch. One (1) compartment will be provided, recessed in the upper, inside part of body compartment on the left side for storage of long handle tools. The door will be made of [Door, Material, Storage] and have a [Latch, Door, Storage].
0058193	Tubes, Alum, Pike Pole Storage, Spcl Notch, NY PP Head	PIKE POLE STORAGE Aluminum tubing will be used for the storage of one (1) pike pole and will be located Upper Crosslay long tool storage compartment (Option 735116) Exact location TBS at Pre-con. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided. The pike pole tube will be notched to allow a New York style pike pole to fit into the tube.
0521734	No Steps Required, Front Of Body, PUC	
0515521	Ladder, Top Access, Alum, LH Rear, PUC/HDRP	LADDER, TOP ACCESS A wide easy climbing access ladder, constructed of aluminum rungs and extruded aluminum rails, will be provided on the left side at the rear of the apparatus. The inside climbing area of the ladder will be 13.75" wide. The lower section of the ladder will be retractable into the upper section to eliminate interference with the rear FMVSS lights. When lowered the bottom rung will be lower than the body, approximately 16.00" to 20.00" from the ground to allow a lower first step height. The ladder will be slanted when in use for easy access, and fold against the body for storage to reduce the overall length. Corrosion resistant, stainless steel spring-loaded locks will hold the ladder in place. There will be a "do not move truck" indicator activated in the cab if the ladder is not in the stowed position when the parking brake is disengaged.
0515692	Pump Operators Panel, 31", Control Zone, PUC	PUMP CONTROL PANELS (Left Side Control) Pump controls and gauges will be located midship at the left side of the apparatus and properly identified. The main pump operator's control panel will be completely enclosed and located in the forward section of the body compartment, to protect against road debris and weather elements. The pump operator's panels will be no more than 31.00" wide, and made in four (4) sections with the center section easily removable with simple hand tools. For the safety of the pump operator, there will be no discharge outlets or pump inlets located on the main pump operators panel. Layout of the pump control panel will be ergonomically efficient and systematically organized. The upper section will contain the master gauges. This section will be angled down for easy visibility. The center section will contain the pump controls aligned in two horizontal rows. The pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable) will be located on or adjacent to the center panel, on the side walls for easy operation and visibility. The lower section will contain the outlet drains. Manual controls will be easy moving 8" long lever style controls that operate in a vertical, up and down swing motion. These handles will have a 2.25" diameter knob and be able to lock in place to prevent valve creep under any pressure. Bright finish bezels will encompass the opening, be securely mounted to the pump operator's panel, and will incorporate the discharge gauge bezel. Bezels will be bolted to the panel for easy removal and gauge service. The left side discharges will be controlled directly at the valve. There will be no push-pull style control handles. Identification tags for the discharge controls will be recessed within the same bezel. The discharge identification tags will be color coded, with each discharge having its own unique color. All remaining identification tags will be mounted on the pump panel in chrome-plated bezels. All discharge outlets will be color coded and labeled to correspond with the discharge identification tag. The pump panels for the midship discharge and intake ports will be located ahead of the body compartments with no side discharge or intake higher than the frame rail. The pump panels will be easily removable with simple hand tools. A recessed cargo area will be provided at the front of the body, ahead of the water tank above the plumbing.
0520016	Not Required, Pumphouse Structure, PUC	

0889385	Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	PUMP Pump will be a Pierce, low profile, 1500 gpm single stage midship mounted centrifugal type, mounted below the cab. The pump will have a 15 percent reserve capacity to allow for extended time between pump rebuild. To ensure efficient pump/vehicle design the capacity to weight ratio will not be less than 1.5:1. The pump casing will consist of three (3) discharge outlets, one (1) to each side in line with the impeller and one (1) to the rear. The pump casing will incorporate two (2) water strippers to maintain radial balance. Pump will be the Class A type. Pump will be certified to deliver the percentage of rated discharge from draft at pressure indicated below: 100 percent of rated capacity at 150 psi net pump pressure 70 percent of rated capacity at 200 psi net pump pressure 50 percent of rated capacity at 250 psi net pump pressure The pump will have the capacity to deliver the percentage of rated discharge from a pressurized source as indicated below: 135 percent of rated capacity at 100 psi net pump pressure from a 5 psi source Pump body will be fine-grained gray iron. Pump will incorporate a heater/cooling jacket integral to the pump housing. The impeller will be high strength vacuum cast bronze alloy accurately machine balanced and splined to a 10 spline stainless steel pump shaft for precision fit, exceptional durability, and efficiency. Double replaceable reverse flow labyrinth type bronze wear ring design will help to minimize end thrust. The impeller will be a twisted vane design to create higher lift. The pump will include o-ring gaskets throughout the pump. Deep groove radial type oversize ball bearings will be provided. The bearings will be protected at the openings from road dirt and water with an oil seal and a water slinger. The pump will have a flat, patterned area on the top of the pump intake wye to allow standing for plumbing maintenance. The main inlet manifold will be 6.00" in diameter and will have a low profile design to facilitate low crosslays and high flows. For ease of service, the pump housing, intake wye, impeller, mechanical seal, and gear case will be accessible from above the chassis frame by tilting the cab. Removal of the main inlet wyess will provide access to the impeller, mechanical seal, and wear ring. The tank to pump line and the primary discharge line will be the only piping required to be removed for overhaul. For ease of service and overhaul there will be no piping or manifolding located directly over the pump. PUMP MOUNTING Pump will be mounted to the chassis frame rails directly below the crew cab, to minimize wheelbase and facilitate service, using rubber isolators in a modified V pattern that include one (1) central mounted isolators located between the frame rails, and one (1) on each side outside the frame rails. The mounting will allow chassis frame rails to flex independently without damage to the fire pump. Each isolator will be 2.55" in total outside diameter and will be rated at 490 lb. The pump will be completely accessible by tilting the cab with no piping located directly above the pump.
0515822	Seal, Mechanical, Silicon Carbide, PUC Pump	MECHANICAL SEALS Silicon carbide mechanical seals will be provided. The seals will be spring loaded and self-adjusting. The seals will have a minimum thermal conductivity of 126 W/m*K to run cooler. Seals will have a minimum hardness of 2800 kg/mm2 to be more resistant to wear, and have thermal expansion characteristics of no more than 4.0 X106mm/mm*K to be more resistant to thermal shock.
0802234	Gear Case, Integrated Pump Transmission, PUC-NG, Cummins	PUMP GEAR CASE The integrated pump transmission gear case will use a pressure-lubricated system to cool, lubricate, and filter the oil. The gear case will be constructed of lightweight aluminum, and impregnated with resin in accordance to MIL Spec MIL-I-17563. A sight glass, accessible by tilting the cab, will be provided for easy fluid level checks. The gear case will consist of three (3) gears to drive the pump. CLUTCH There will be a heavy-duty hydraulic clutch mounted directly to the integrated pump transmission to engage and disengage the pump without gear clash. The clutch will be a multiple disc design for maximum torque. The clutch will be fully self-adjusting to provide automatic wear compensation, and consistent torque throughout the life of the clutch. Positive engagement and disengagement will be provided through a high efficient and dependable hydraulic system to assure superior performance. LOW PRESSURE/HIGH TEMPERATURE LIGHTS Lights will be provided to indicate when a high temperature or low pressure situation occurs. Lights will be provided next to the master gauges at the pump panel as well as on the control panel in the cab. A pair of lights will be provided in each location. One (1) light will be provided to indicate high temperature. The second light will be provided to indicate a low pressure. All lights will be labeled accordingly.

0721196	Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC, No Cab Foam Switch	PUMPING MODE Pump will provide for both pump and roll mode and stationary pumping mode. Stationary pumping mode will be accomplished by stopping the vehicle, setting the parking brake and engaging the water pump switch on the cab switch panel. The transmission will shift to "Neutral" range automatically when the parking brake is set. The "OK to Stationary Pump" indicator will also illuminate when the parking brake is set. If the vehicle is equipped with a suitable Husky foam system or Hercules CAFS system, these systems will be engaged from the cab switch panel as well. Pump and roll mode will be accomplished by the use of the main pump and will not require the use of a secondary pump. Pump and roll mode will use the same operation sequence as stationary pumping mode with a few additional steps. After the vehicle is setup for stationary pumping, the operator will leave the cab and setup the pump panel to discharge at the desired outlet(s). Upon returning to the cab, the operator will disengage the parking brake. An "OK to Pump & Roll" indicator will illuminate on the cab switch panel. First gear on the transmission gear selector will be selected by the operator for pump and roll operations. The operator as needed will apply the foot throttle. Pump and roll mode will be maintained unless the transmission shifts out of first gear. Stopping either stationary pumping mode or pump and roll mode will be accomplished by pressing the "Water Pump" switch down to disengage the pump. A pump pressure reading will be displayed in view of the driver.
0515829	Pump Shift, Sure-Shift	PUMP SHIFT Pump will be engaged in not more than two steps, by simply setting the parking brake, which will automatically put the transmission into neutral, and activating a rocker switch in the cab. Switches in the cab will also allow for water, foam, or CAFS if equipped, and activate the appropriate system to preset parameters. The engagement will provide simple two-step operation, enhance reliability, and completely eliminate gear clash. The shift will include the indicator lights as mandated by NFPA. A direct override switch will be located behind a door in the lower pump operator's panel. The switch will automatically disengage when the door is closed. As the parking brake is applied, the pump panel throttle will be activated and deactivate the chassis foot throttle for stationary operation.
0515833	Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	TRANSMISSION LOCK UP Transmission lock up is not required as transmission will automatically shift to neutral as soon as the parking brake is set.
0515835	Auxiliary Cooling System, PUC	AUXILIARY COOLING SYSTEM A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. A water-to-coolant heat exchanger will be used.
0014486	Not Required, Transfer Valve, Single Stage Pump	
0746501	Valve, Relief Intake, Elkhart	INTAKE RELIEF VALVE - PUMP There will be One (1) Elkhart Style 40 relief valve(s) installed on the suction side of the pump preset at 125 psig. The relief valve(s) will have a working range of 75 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 behind the right side pump panel with a stainless steel access door .

0724463	Controller, Pressure, Pierce LCD, PUC	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.
0780359	Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	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.
0602496	Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	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.
0517852	Inlets, 6.00" - 1250-2000 GPM, Pierce PUC 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. Main pump inlets will not be located on the main operator's panel and will maintain a low connection height by terminating below the top of the chassis frame rail.
0730359	Valve, Ball Intake, TFT, ABD Series	INLET VALVES WITH INTAKE RELIEF VALVE There will be Two (2) Task Force Tips (TFT) ABD Series manually operated aluminum ball intake valve(s) provided at At pump main inlets . The inlet connection will be 7NR (4.5" Threaded Swivel) with a matching and the outlet connection will be NX (6.0" Threaded Swivel) . The ball intake valve will be controlled with a NFPA compliant slow-close hand wheel. A position indicator will be provided to allow for a quick visualization of the status of the valve in the open, closed or transition position. The ball intake valve will be equipped with standard adjustable pressure relief valve. The relief valve will have a working range of 90 PSI to 300 PSI. A 3/4" TFT bleeder/drain valve will be provided on the ball intake valve to exhaust excess air or water from the valve. For corrosion protection the aluminum casting will have a hard coat anodized finish, with a powder coated internal and external finish. All the components facing the wet side of the valve will be constructed from stainless steel.
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.
0687773	Valves, Elkhart Unibody - All Ball Valves, PUC	VALVES All ball valves will be Elkhart Unibody series. Seats will be self-adjusting for minimum operating torque and maximum abrasion resistance. The Elkhart valves will have an automatic locking feature to hold the ball in any throttle position at any operating pressure. The valve body design will allow any actuator to be mounted to the body.
0520002	Valve, Inlet(s) Recessed, Side Cntrl, PUC	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.
0521137	Anode, Zinc, Pair, Pump Inlets, PUC	ANODE, INLET A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.
0650999	No Front Inlet (Large Dia) Requested	
0064119	No Actuation Req'd	
0009606	No Intake Relief Valve Required on Front Inlet	
0650998	Not Required, Elbow/Swivel/Adapter, Front Suction	

0521688	Not Required, Cap, Long Handle, Front Inlet, Pre-connected Hose	
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	
0723049	Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	INLET BLEEDER VALVE A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.
0520277	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	TANK TO PUMP The booster tank will be connected to the intake side of the pump with heavy duty 4.00" piping and a quarter turn 3.00" full flow line valve with the control located at the operator's panel. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing. A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.
0595508	Outlet, Tank Fill, 1.50", PUC	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.
0740455	Control, Outlets, Swing Handle, Elect RS Outlets Elkhart Apex w/Press Disp, PUC	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 or an indicator will be provided to show when the valve is closed. The right side discharges will be controlled by an Elkhart Apex electric valve controller with the manual override located on the right side pump panel. The controller unit will provide position feedback with a LED display that indicates closed to fully open status. The controller will be completely sealed with two (2) button open and close valve position. In addition to valve position, each controller will include a pressure display. All other outlets will have manual swing handles that operate in a vertical up and down motion. These handles will be able to lock in place to prevent valve creep under pressure.
0516755	Outlet, Left Side, 2.50" (2), PUC	LEFT SIDE DISCHARGE OUTLETS There will be two (2) discharges with a 2.50" valves on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. Discharges will be located below the cab, and will be no higher than the top of the chassis frame rail. Discharges will not be located on the pump operator's panel. Lever controls will be provided at the valve.
0539271	Elbow, Left Side Outlets, 30 Degree, 2.50"FNST x 2.50" MNST, VLH, PUC	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	

0746573	Outlet, Right Side, 2.50", (1), Elec, Elk, Apex Cont, Press, PUC	RIGHT SIDE DISCHARGE OUTLET There will be one (1) discharge with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter. The discharge will be located below the crew cab, and will be no higher than the top of the chassis frame rail. The valve will be controlled with an Elkhart Apex electric valve controller provided on the pump operators panel. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The controller will have momentary open, close as well as programmable preset valve positions. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option. In addition to valve position, each controller will include a pressure display.
0539269	Elbow, Right Side Outlets, 30 Degree, 2.5" FNST x 2.5" MNST, VLH, PUC	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 the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0092571	Not Required, Outlets, Right Side Additional	
0089584	Not Required, Elbow, Right Side Outlets, Additional	
0808874	SP Outlet, Right Side, 4" w/4" Valve, Elec, Elk, Dual Apex Cont, Press, PUC	LARGE DIAMETER DISCHARGE OUTLET There will be one (1) discharge with a 4.00" valve on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. The discharge will be located below the crew cab, and will be no higher than the top of the chassis frame rail. The valve will be controlled with an Elkhart Apex electric valve controller provided on the pump operators panel with a second controller provided at the outlet. The electric control must be of a true position feedback design, requiring no clutches in the motor or current limiting. The controller will have momentary open, close as well as programmable preset valve positions. The controller will provide position indication on a full color, backlit LCD display. It will have manual adjustment of the brightness as well as an auto dimming option. In addition to valve position, each controller will include a pressure display.
0566073	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.50" MNST	LARGE DIAMETER OUTLET ELBOWS The 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread swivel x 4.50" (M) National Standard hose thread elbow adapter with cap.
0092572	Not Required, Outlet, Front	
0516777	Outlet, Rear, 2.50", (1), Thru Tank, PUC	REAR DISCHARGE OUTLET There will be One (1) discharge outlet piped to the rear of the hose bed on left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. Discharge will terminate with 2.50" NST thread. Discharge piping will be schedule 10 304L welded or formed stainless steel and routed through the water tank.
0045091	Elbow, Rear Outlets, 45 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, 45 degree elbow. The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.
0537394	Not Required, Outlet, Rear, Additional, PUC	
0537395	Not Required, Elbow, Rear Outlets, Additional	
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.
0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	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. 3.00" piping will be installed securely so no movement develops when the line is charged. A 2.50" gated valve will be installed and controlled at the pump operator's panel. The deluge outlet will flow a minimum 1000 GPM.
0095958		Deluge Outlet, Special Height/Location	DELUGE OUTLET SPECIAL INSTRUCTIONS The deluge gun outlet will be located Off set the deluge 3.00" to the drivers side to clear the hose reel and allow full rotation of the monitor..
0543608		Monitor, Akron 3433 Hi-Riser and (2) 2.5" Inlet Grd Base	MONITOR An Akron Model 3433 Apollo Hi-Riser monitor will be properly installed on the deluge riser. A fixed mounting base and a portable base with two (2) 2.50" inlets will be provided. A position sensor will be provided on the monitor that will activate the "do not move apparatus" light inside the cab when the monitor is in the raised position. The monitor will be painted as provided by monitor manufacturer.
0046998		Nozzle, Elkhart SM-1250, Manual, ST-194 Tips and 282A shaper	MONITOR NOZZLE An Elkhart #SM-1250 Select-O-Matic manual pattern control master stream nozzle will be provided. Also included is an Elkhart ST-194 Quad stack tips and 282A shaper.
0005070		Deluge Mount, NPT	The deluge riser will have male National Pipe Threads for mounting the monitor.
0740360	SP	Crosslay Module, Std Width, Raised Upper, Special Height,PUC	CROSSLAY MODULE The crosslay module will be standard width. The forward, upper corners of the module will have full body corners. RAISED CROSSLAY The upper section of crosslays will be raised from its standard height to allow a clear opening of 23.50" in the lower crosslay. Raising the upper crosslay opening will increase the height of the lower crosslays. The upper open section will shorten in height. If crosslays are required in this upper area, the hose capacity will determine the width.
0895041	SP	Hose Restraint, Crosslay, 1" Nylon Web, Two Piece, Each Side, PUC	CROSSLAY HOSE RESTRAINT There will be a two (2) piece black 1" nylon webbing design with a 2.00" box pattern provided across each end of the crosslay(s) to secure the hose during travel. One (1) piece will cover the upper crosslay openings and one (1) piece will cover the lower crosslay opening. Each restraint will be held in place with footman loops at the forward edge. Each restraint will have two (2) seat belt buckles at the rearward edge. The female buckle will be attached to the restraint.

0750916	Crosslays, (2) 1.50", W/Poly Trays, PUC	CROSSLAY(S), LOWER There will be two (2) lower crosslays provided. 1.50" Crosslays There will be two (2) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe. The crosslays will be low mounted with the bottom of both crosslay trays no more than 11.00" above the frame rails for simple, safe reloading and deployment. There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose. Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel. Each hose bed will be capable of carrying 200' of 1.75" double jacket hose . Crosslay Hose Trays A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying. Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.
0746380	Crosslay, (1) 1.50", W/Poly Trays, PUC	CROSSLAY(S), UPPER There will be one (1) upper crosslays provided. 1.50" Crosslays There will be one (1) 1.50" crosslays plumbed with 2.00" welded or formed schedule 10 304L stainless steel pipe. There will be a 1.50" National Standard hose thread 90-degree swivel provided in each hose bed, so that the hose may be removed from either side of apparatus. The swivel will be as far outbound as possible for ease of changing hose. Each crosslay will be gated with a 2.00" quarter turn ball valve with the controls located at the pump operator's panel. Each hose bed will be capable of carrying 200' of 1.75" double jacket hose . Crosslay Hose Trays A removable tray will be provided for each crosslay hose bed. The crosslay tray will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying. Trays will be held in place by a mechanical spring-loaded stainless-steel latch that automatically deploys upon loading the trays to hold the trays in place during transit.
0735116	SP Storage, Long Tool, Adjus Partition, Upper Crosslay Module, Door, PUC	LONG TOOL STORAGE Storage will be provided for long tools in the upper crosslay module. The storage area will be enclosed and removable from either side of the truck. A vertically hinged aluminum treadplate door with a D-handle latch will be provided on each end of the storage. The doors will be hinged along the rearward edge. The area for storage of long tools will be Ahead of the upper crosslay and as wide as possible while still being able to open the door fully and remove backboard or long handle tool. Match previous Job 26797 in size. There will be One (1) partition vertically mounted in adjustable tracks installed Ahead of the upper crosslay. Match previous Job 26797 .
0015216	Reel, Booster, Aluminum - Over Pump, Right Side	BOOSTER HOSE REEL A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the right side of the apparatus. The reel will be fabricated of aluminum and have highly polished end discs. A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus. Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve.
0005281	Switch, Reel Rewind - Stirrup, 1 Reel/1 Switch	Reel motor will be protected from overload with an automatic reset circuit breaker. One (1) foot actuated, stirrup type, electric rewind control (switch) will be installed below the running board.
0005300	Hose, Booster - 150' of 1.00"/800 PSI	Booster hose, 1.00" diameter and 150 feet, with chrome plated Barway, or equal couplings will be provided. Working pressure of the booster hose will be a minimum of 800 psi.
0017858	Capacity, Hose Reel 150' of 1"	Capacity of the hose reel will be 150 feet of 1.00" booster hose.
0007428	Nozzle for Booster Reel Not Req'd	

NOZZLE CUP AND BRACKET

A Zico nozzle cup and chrome plated mounting bracket will be provided for storage of the booster reel nozzle.

There will be one (1) provided. The nozzle cup(s) will have a 3-1/2" inside diameter and will be located passenger side front body bulkhead.

HUSKY 3 FOAM PROPORTIONER

A Pierce Husky® 3 foam proportioning system will be provided. The Husky 3 is an on demand, automatic proportioning, single point, direct injection system suitable for all types of Class A and B foam concentrates, including the high viscosity (6000 cps), alcohol resistant Class B foams. Operation will be based on direct measurement of water flow, and remain consistent within the specified flows and pressures. The system will automatically proportion foam solution at rates from 0.1 percent to 3 percent regardless of variations in water pressure and flow, up to the maximum rated capacity of the foam concentrate pump.

The design of the system will allow operation from draft, hydrant, or relay operation.

System Capacity

The system will have the ability to deliver the following minimum foam solution flow rates at accuracies that meet or exceed NFPA requirements at a pump rating of 150 psi.

100 gpm @ 3 percent

300 gpm @ 1 percent

600 gpm @ 0.5 percent

Class A foam setting in 0.1 percent increments from 0.1 percent to 1 percent. Typical settings of 1 percent, 0.5 percent and 0.3 percent (maximum capacity will be limited to the plumbing and water pump capacity).

Control System

The system will be equipped with a digital electronic control display located on the pump operators panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, and to set the operation modes.

The percent of injection will have a preset. This preset can be changed at the fire department as desired. The percent of injection will be able to be easily changed at the scene to adjust to changing demands.

Three (3) 0.50" high LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included: one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

Solid Green - System On

Solid Red - Valve Position Error

Solid Yellow - Priming System

Flashing Green - Injecting Foam

Flashing Red - Low Tank Level

Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

Hydraulic Drive System

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one unit.

Foam Concentrate Pump

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump.

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

Discharges

The foam system will be plumbed to the lower rear crosslay, lower front crosslay, upper rear crosslay and hose reel in the rear compartment.

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	
0530519	Foam Cell, 30 Gallon, Not Reducing, PUC	FOAM CELL The foam cell will be an integral portion of the polypropylene water tank. The cell will have a capacity of 30 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank will be Phos-Chek. 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.
0697589	Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	FOAM TANK DRAIN The foam tank drain will be a 1.00" quarter turn drain valve 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 26797 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.
0516975	Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	PUMP AND GAUGE PANEL The pump operator's panel and gauge panels will be constructed of stainless steel with a brushed finish. The side control panels will be constructed of stainless steel with a brushed finish for durability and ease of maintenance.
0516978	Pump and Plumbing Access, Simple Tilt Service, PUC	PUMP AND PLUMBING ACCESS Simple access to the plumbing will be provided through the front of the body area by raising the cab for complete plumbing service and valve maintenance. Access to valves will not require removal of operator panels or pump panels. Access for rebuilding of the pump will not require removal of more than the tank to pump line and a single discharge line. This access will allow for fast, easy valve or pump rebuilding, making for reduced out of service times. Steps will be provided for access to the top of the pump. Access to the pump will be provided by raising the cab. The pump will be positioned such that all maintenance and overhaul work can be performed above the frame and under the tilted cab. The service and overhaul work on the pump will not require the removal of operator panels or pump panels. Complete pump casing and gear case removal will require no more than removal of the intake and discharge manifolds, driveline, coolers and a single discharge line. The pump case and gear case will be able to be removed by lifting upward without interference from piping and be removable in less than 3 hours.
0520326	Light, Pump Compt, PUC	PUMP COMPARTMENT LIGHT A pump compartment light will be provided inside the plumbing area. A .125" weep hole will be provided in each light lens, preventing moisture retention.
0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	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	
0005689	Gauges, 4.50" 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 4.50" 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.
0511104	Gauge, 3.00" Pressure, Class 1, 30"-0-400psi	PRESSURE GAUGES The individual "line" pressure gauges for the discharges will be interlube filled and manufactured by Class 1©. The gauges will be a minimum of 3.00" in diameter and will have white faces with black lettering. Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut. Gauges will have a pressure range of 30"-0-400#. The individual pressure gauge will be installed as close to the outlet control as practical. This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	WATER LEVEL GAUGE An electric water level gauge will be incorporated in the pressure controller that registers water level by means of nine (9) LEDs. They will be at 1/8 level increments with a tank empty LED. The LEDs will be a bright type that is readable in sunlight, and have a full 180-degree of clear viewing. To further alert the pump operator, the gauge will have a warning flash when the tank volume is less than 25 percent. The gauge will have down chasing LEDs when the tank is almost empty. The level measurement will be ascertained by sensing the head pressure of the fluid in the tank or cell. MINI SLAVE UNIT An electric water level gauge will be provided in the cab that registers water level by means of five (5) LEDs. They will be at 1/4 level increments with a tank empty LED. The LEDs will be a bright type that are readable in sunlight and have a full 180-degree of clear viewing. The water level gauge in the cab will be activated when the pump is in gear.
0750438	Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	WATER LEVEL GAUGE There will be two (2) additional water level indicator(s), Whelen®, Model PSTANK2, LED module with chrome trim, installed one (1) each side rearward of crew cab doors. This light module(s) will include four (4) colored levels, and function similar to the water level indicator located at the operators panel: First green module indicates a full water level Second blue module indicates a water level above 3/4 full Third amber module indicates a water level above 1/2 full Last red module indicates a water level above 1/4 full and empty Above 1/4 this light will be steady burning At empty this light will be flashing The flash rate will be determined by the main water level tank sensor. This module will be activated when the pump is in gear.
0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	FOAM LEVEL GAUGE An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows: 100 percent = Green 75 percent = Yellow 50 percent = Yellow 25 percent = Yellow Refill = Red The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty. The level measurement will be based on the sensing of head pressure of the fluid in the tank. The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.
0520243	Light, Pump Operator & Panel, Side Ctrl, PUC, Incandescent	SIDE CONTROL PUMP OPERATOR'S/PUMP PANEL LIGHTING Illumination will be provided for controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus and the equipment provided on it. External illumination will be a minimum of five (5) foot-candles on the face of the device. Internal illumination will be a minimum of four (4) footlamberts. The pump panels will be illuminated by a light on each side of the back of the cab. The pump operator's panel will utilize strip lighting at the forward doorframe and an overhead light.
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.
0606832	Location, Air Horns, Bumper, Left Side, Outside Frame, Same Side (Pos #6 & #7)	Air Horn Location The air horns will be located on the left side of the bumper, outside of the frame rail.
0757092	Control, Air Horn, Multi Select	Air Horn Control The air horn(s) will be activated by the following:
0757084	Control, Air Horn, Horn Ring	Steering wheel horn ring with electric/air horn selector switch
0723391	Control, Air Horn, Chrome Push Button Sw, RS	Right side chrome push button switch

0006133	Siren, Code 3 3692 100W or 200W	ELECTRONIC SIREN A Code 3®, Model 3692, electronic siren with noise canceling microphone will be provided. This siren to be active when the battery switch is on and the emergency master switch is on.
0557179	Location, Siren, Heavy Swivel Mount Center Console, Not Overhead	Siren head will be located on a heavy duty swivel bracket mounted on the center console between the driver and officer seats, located To be determined at pre-construction. The swivel bracket will be capable of rotating a minimum of 180 degrees.
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.
0601398	Speaker, (1) Code 3, C3100 Series	SPEAKER There will be one (1) Code 3®, Model C3100 speaker provided. The speaker will be connected to the siren amplifier.
0601552	Location, Speaker, Frt Bumper, Recessed, Right Side, Outside Frame, Inbrd (Pos 2)	The speaker will be recessed in the right side of the front bumper, just outside of the frame rail.
0895281	Siren, Federal Q2B, Littelfuse 24213 Sol	AUXILIARY MECHANICAL SIREN There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus. The Q2B siren will be chrome finish. The siren will have a 2-gauge cable connected to a Littelfuse part number 24213 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.
0006097	Location of Siren, Recessed in Bumper	The mechanical siren will be recessed in the front bumper on the left 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:
0748281	Control Mech Siren, Ft Sw RS	Right side foot switch.
0748282	Control Mech Siren, Ft Sw LS	Left side foot switch.
0740391	Sw, Siren Brake, Momentary Chrome Push Button, RS	A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.
0023656	Grille, Speaker, Front Bumper, S/S	SPEAKER GRILLE There will be one (1) grille provided over the speaker in the front bumper. The grille will be made of stainless steel.
0746353	Not Required, Warning Lights Intensity	

0751350	SP Lightbar, Wln, Freedom IV-Q, 81", RRRRRWsrROptRsrWRRRRR	FRONT ZONE UPPER WARNING LIGHTS There will be one (1) 81.00" Whelen® Freedom IV lightbar mounted on the cab roof. The lightbar will include the following: One (1) red flashing LED module in the left side end position One (1) red flashing LED module in the left side front corner position One (1) red flashing LED module in the left side first front position One (1) red flashing LED module in the left side second front position One (1) red flashing LED module in the left side third front position One (1) white flashing LED module in the left side fourth front position One (1) red steady burning LED module in the left side fifth front position One (1) red flashing LED module in the left side sixth front position. One (1) 795 LED traffic light controller set to national standard high priority in the center positions. One (1) red flashing LED module in the right side sixth front position One (1) red steady burning LED module in the right side fifth front position One (1) white flashing LED module in the right side fourth front position One (1) red flashing LED module in the right side third front position One (1) red flashing LED module in the right side second front position One (1) red flashing LED module in the right side first front position One (1) red flashing LED module in the right side front corner position One (1) red flashing LED module in the right side end position There will be clear lenses included on the lightbar. The lightbar will be controlled per the following: A switch installed in the cab on the switch panel to control the warning lights The traffic light controller by a cab switch with emergency master control. Momentary activation by an ignition powered momentary switch provided on the left side switch panels to momentarily activate the traffic light controller The white lights and the traffic light controller will be deactivated when the parking brake is applied The eight (8) red flashing LED modules in the front positions may be load managed when the parking brake is applied
0898734	Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl	CAB FACE WARNING LIGHTS There will be four (4) Whelen®, Model M6**, 4.31" high x 6.75" wide x 1.37" deep flashing LED warning lights installed on the cab face, above the headlights in a housing that matches the headlights per the following: The left side outside warning light to include blue LEDs. The left side inside warning light to include red LEDs. The right side inside warning light to include red LEDs. The right side outside warning light to include red LEDs. The warning light lens colors to be the same as the LEDs. The housing to be polished and the trim shall be chrome. The lights will be controlled per the following: A switch in the cab, on the switch panel will control the lights. White LEDs will be deactivated when the parking brake is applied. Amber LEDs will be deactivated when the parking brake is released. Amber, blue, green or red LEDs in the inside positions may be load managed when the parking brake is applied.
0793476	Lights, Side Zone Lower, Wln M6** LED, PUC, 2pr	SIDE ZONE LOWER LIGHTING There will be four (4) Whelen®, Model M6**, 4.31" high x 6.75" long x 1.37" deep flashing LED warning lights with chrome trim installed per the following: Two (2) lights, one (1) each side on the front custom cab corner. The side front warning LEDs to be red. Two (2) lights, one (1) each side above rear wheels. The side rear LEDs to be red. 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.
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt Housing	REAR ZONE LOWER LIGHTING There will be two (2) Whelen®, Model M6*C, LED flashing warning lights 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 clear. There will be a switch located in the cab on the switch panel to control the lights.
0535742	Mounting, Light, Recess in D/S Rear Bulkhead, Each	MOUNTING, RECESS LIGHT The upper rear warning light, on driver side rear bulkhead, will be recessed into the body. The lights will be flush to the compartment sheet.
0541116	Lights, Rear/Side Up Zone, Wln M6* LED, Colored Lens 4lts	WARNING LIGHTS (Rear and Side upper zones) Four (4) Whelen, model M6* LED flashing warning lights will be provided at the rear of the apparatus with Whelen, 6EFLANGE chrome flanges. The side rear upper light(s) on the driver's side to be red. 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. The side rear upper light(s) on the passenger's side to be red. These 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.

0006551	Not Required, Lights, Rear Upper Zone Blocking
0590000	No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC
0023717	Electrical System, A/C w/Customer Installed Generator

ELECTRICAL SYSTEM GENERAL DESIGN for ALTERNATING CURRENT

The following guidelines will apply to the 120/240 VAC system installation:

General

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed.

Grounding

An equipment grounding means will be provided in accordance with Section 250-62 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor, properly sized to meet the low voltage and line voltage requirements will be permitted to be used.

Wiring Methods

Fixed wiring systems will be limited to the following:

- Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)

or

- Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows:

- Separated by a minimum of 12 inches (305 mm), or properly shielded, from exhaust piping
- Separated from fuel lines by a minimum of six (6) inches (152 mm) distance.

Electrical cord or conduit will be supported within six (6) inches (152 mm) of any junction box and at a minimum of every 24 inches (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

Wiring Identification

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

Wet Locations

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24 inches (610 mm) from the ground. Receptacles on off-road vehicles will be a minimum of 30 inches (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

Dry Locations

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30 inches (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

Listing

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

Electrical System Testing

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900 volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.

Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

0809082	SP	Wiring And Mounting Provisions, Honda EM6500 SXXI - Gas, Over Pump Location	PROVISIONS FOR GENERATOR Provisions will be provided for the customer to install a generator. The generator will be a Honda, Model EM6500 SXXI, gas powered portable generator. All necessary wiring will be properly installed and structure provided to mount the generator above the pump, permanently. The generator has the following characteristics: <u>Weight</u> 227 pounds <u>Fuel Requirements</u> The generator will have its own 6.6 gallon fuel tank. <u>Exhaust</u> The muffler will be part of the generator. <u>Type of Cooling System</u> There will be a natural airflow over the generator. <u>Operating Criteria</u> The generator will be permanently mounted over the pump.
0010738		Mounting, Gas Generator Above Pump w/Quick Release Brackets	GENERATOR LOCATION The generator will be mounted in a recessed open compartment above the fire pump on the Driver side dunnage area along side hatch compartment (Match Job # 26797). The oil drain and oil dipstick for the generator will be accessible for maintenance. Generator will be mounted with quick release style mounting brackets.
0006750		Electric Start, Generator	ELECTRIC START PROVISION Electric start provisions will be furnished for the generator from the chassis battery system.
0006755		Remote Start, Gas Generator	GENERATOR REMOTE START A start/stop switch with indicator light will be provided on the pump panel in addition to the controls on the generator. The light is provided to indicate that the generator is running.
0016740		Not Required, Fuel System	
0016767		Not Required, Oil Drain Extension, Generator	
0006737		Circuit Breaker Panel w/Cust or Dealer Furn Generator	CIRCUIT BREAKER PANEL A circuit breaker panel will be installed in the CB Panel - on the back wall at the upper front corner of the compartment over the rear axle on the driver side (Match Job 26797). A directory for each breaker will be provided adjacent to the circuit breaker panel. Identification of circuits will be done in a durable manner that provides years of service. This breaker panel will be connected to Honda EM6500 SXXI generator.
0016771		Not Required, Routing Exhaust, Generator	
0763926	SP	Light Twr, W-B Chf NS1.8-600 WHL, 4-P*H2 12VDC Lts Cld 6'	LIGHT TOWER There will be one (1) Will-Burt, Model NS1.8-600 WHL light tower provided. There will be four (4) Whelen Model P*H2, 150 watt, 12 volt DC white LED light heads included on this tower. The tower will come with a combination of flood and spot optics lights. The painted parts of the light tower and light heads to be painted parts of the light tower and the light heads to be white. This tower will be connected to the Do Not Move Truck Indicator in the cab. The lights on this tower may be load managed when the parking brake is applied.
0664472		Location, Light Tower, Crew Cab Roof	Light Tower Location The light tower will be installed on the crew cab roof.
0617750		Controller, Lt Twr, W-B, Wired Hndhld, E-STOP Chf, Chf Pr, Pow Pr	Light Tower Controller There will be one (1) handheld wired controller included.
0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	Light Tower Controller Location The light tower controller will be installed in the driver's side front body compartment.

0006825	Reel, Elect Cable, Hannay, 1600, (3) Wire	ELECTRIC CORD REEL Furnished with the 120 volt AC electrical system will be a Hannay, Series 1600, cord reel. The reel will be provided with a 12-volt electric rewind switch, that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72.00" above the operators standing position. The exterior finish of the reel(s) will be painted #269 gray from the reel manufacturer. A captive roller assembly to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel. A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length. A total of one (1) cord reel will be provided one (1) in compartment LS1 high and left. The cord reel will be configured with three (3) conductors.
0006828	Cord, Electric, 10/3 Yellow, 3 Wire	CORD Provided for electric distribution will be one (1) length installed on the reel of 200 feet of yellow 10/3 electrical cord, weather resistant 105 degree Celsius to -50 degree Celsius, 600 volt jacketed SOOW cord. A Hubbell L5-30, 30 amp, 120 volt, twist lock connector body will be installed on the end of the cord.
0788933	Box, Junc, Akron, 3Wire, 2-15/20A 120V Dup SB, 2-20A 120V TL	PORTABLE JUNCTION BOX There will be one (1) Akron EJBX electric junction box(es) provided. There will be a cable strain relief and a 1.00' pigtail with black plastic ribbed grip, NEMA L5-20, 20 amp, 120 volt twist lock plug provided for each box. Each box will be provided with the following: two (2) 15/20 amp 120 volt AC duplex straight blade receptacle with flip up covers two (2) 20 amp 120 volt AC twist lock single receptacles with flip up covers a 120 volt AC light inside the box
0778560	Receptacle, 15A 120V 3-Pr 3-Wr TL, Wtrprfroof	120 VOLT RECEPTACLE There will be three (3), 15 amp 120 volt AC three (3) wire twist lock receptacle(s) with flip up cover(s) installed One (1) - Fender well behind the rear axle, passengers side (Match job # 26797) One (1) - Fender well behind the rear axle, drivers side. (Match job # 26797) One (1) To be defined at pre-construction. The NEMA configuration for the receptacles will be L5-15R. The receptacle(s) will be powered from the on board generator. There will be a label installed near the receptacle(s) that state the following: Line Voltage Current Rating (amps) Phase Frequency
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, <i>Standard for High Visibility Public Safety Vests</i>, 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, <i>Standard on Fire Service Life Safety Rope and System Components</i> (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: <u>Manual Surface Preparation</u> - 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. <u>Chemical Cleaning and Pretreatment</u> - 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. <u>Surfacer Primer</u> - 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. <u>Finish Sanding</u> - 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. <u>Sealer Primer</u> - 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. <u>Basecoat Paint</u> - 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. <u>Clear Coat</u> - 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.
0709763	Paint, Single Color, Velocity/Impel	CAB PAINT The cab will be painted #90 red.
0709845	Paint, Single Color, Body	BODY PAINT The body will be painted to match the single cab paint color.

0640911	Paint Chassis Frame Assy, E-Coat, All Joints Sealed	PAINT/SEAL CHASSIS FRAME ASSEMBLY The following components will be treated with epoxy E-coat protection prior to finish paint: Two (2) C-channel frame rails The E-coat process will meet the technical properties shown. Before the frame rails are finish painted, all areas will be sealed with a 3M 2084 metal sealant after the components are torqued to the frame rails: - The joint between all crossmembers and the frame - The joint between all spring hangers and the frame. The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc. Components that are included with the chassis frame assembly that will be finish painted are: Frame rails 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 After the chassis frame assembly is finish painted, the following non-torqued joints will be sealed with a SG-510A rust-proofing compound: -All bolted on chassis components that could be vulnerable to rust, i.e. body mounting angles, air tanks, etc. To summarize, all metal to metal contact components that are prone to rust, will be protected.
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 to match lower job color.
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.
0510041	Reflective across Cab Face, Imp/Vel	The reflective band provided on the cab face will be below the headlights on the fiberglass.
0593732	Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	REAR CHEVRON STRIPING There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear roll up door, will be covered. The colors will be red and fluorescent yellow green diamond grade. Each stripe will be 6.00" in width. This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.
0027341	Jog, In Reflective Stripe, Single or Multiple	JOG(S) IN REFLECTIVE BAND The reflective band located on each side of the apparatus body will contain one (1) jog(s) and will be angled at approximately a 45 degrees when installed.
0065687	Stripe, Reflective, Cab Doors Interior	CAB DOOR REFLECTIVE STRIPE A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel. This stripe will meet the NFPA 1901 requirement.
0027372	Lettering Specifications, (GOLD STAR Process)	LETTERING The lettering will be totally encapsulated between two (2) layers of clear vinyl.

0685693	Lettering, Printed Effect Gold Leaf, 3.00", Each	LETTERING There will be printed effect gold leaf lettering, 3.00" high, with outline and shade provided. There will be 16 letters provided.
0685540	Lettering, Printed Effect Gold Leaf, 9.00", Each	LETTERING There will be printed effect gold leaf lettering, 9.00" high, with outline and shade provided. There will be 26 letters provided.
0685548	Lettering, Printed Effect Gold Leaf, 7.00", Each	LETTERING There will be printed effect gold leaf lettering, 7.00" high, with outline and shade provided. There will be four (4) letters provided.
0685558	Lettering, Printed Effect Gold Leaf, 5.00", (21-40)	LETTERING Twenty-one (21) to forty (40) printed effect gold leaf lettering, 5.00" high, with outline and shade will be provided.
0685589	Lettering, Printed Effect Gold Leaf, 4.00", (21-40)	LETTERING Twenty-one (21) to forty (40) printed effect gold leaf lettering, 4.00" high, with outline and shade will be provided.
0655896	Sign Kit, Painted, Holder and Insert, Each	SIGN KIT FOR LETTERING/NUMERALS four (4) painted stainless steel plate(s) and holder(s) will be provided for department lettering. They will be mounted crew cab door above the Scotchlite stripe per signed drawing with two (2) installed per unit and two (2) shipped loose per unit. 26797-01 to say "E1" on two (2) placards and "E201" on two (2) placards. 26797-02 to say "E2" on two (2) placards and "E202" and 10" x 14" in size.
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.

0611136	Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	THREE (3) YEAR MATERIAL AND WORKMANSHIP The Pierce custom chassis limited warranty certificate, WA0284, 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.
0595767	Warranty, Frame, 50 Year, Velocity/Impel, WA0038	FIFTY (50) YEAR STRUCTURAL INTEGRITY The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, 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.

0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A six (6) year limited warranty will be provided on painted and satin roll up doors. The limited warranty certificate, WA0190, is included with this proposal.
0889364	Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	SEVEN (7) YEAR PARTS, ONE (1) YEAR LABOR The pump and its components will be provided with a seven (7) year parts and one (1) year labor limited warranty. The manufacturer's warranty will provide that the pump and its components will be free from failures caused by defects in material and workmanship that would arise under normal use and service. A copy of the warranty certificate will be submitted with the bid package.
0648675	Warranty, 10 Year S/S Pumping, 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.
0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	THREE (3) YEAR MATERIAL AND WORKMANSHIP The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, 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.
0808580	Certification, Engine Installation, Imp/Vel, Cummins X10, 2027	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.

0892701	Certification, Cab Integrity, Impel/Velosity FR, CD0190	CAB INTEGRITY CERTIFICATION The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below: SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks. European Occupant Protection Standard ECE Regulation No.29. SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks. Side Impact The cab will be subjected to dynamic preload where a 14,320-lbs moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lbs 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. Roof Crush The same cab will be subjected to a roof crush force of 22,050 lbs. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons. Additional Roof Crush The same cab will be subjected to a roof crush force of 100,000 lbs. (Four and a half times the load criteria of ECE 29) 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. There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.
0548950	Certification, Cab Door Durability, Velocity/Impel, CD0001	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.
0548967	Certification, Windshield Wiper Durability, Impel/Velosity, CD0005	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 <i>Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles</i>. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.
0667411	Certification, Electric Window Durability, Velocity/Impel FR, CD0004	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.
0549273	Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	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 that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

0735950	Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	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. <i>The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.</i> Cab Auxiliary Heater <i>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.</i>
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	
0000048	PUMPER/TANKER, 3rd Gen	
0000012	PIERCE CHASSIS	
0004713	ENGINE, OTHER	
0046395	EVS 3000 Series TRANSMISSION	
0520324	PIERCE PUMP, PUC	
0020009	POLY TANK	
0028048	FOAM SYSTEM	
0020006	SIDE CONTROL	
0020008	ELKHART VALVES	
0020014	FRONT SUCTION	
0020015	ABS SYSTEM	



Electrical Analysis

5/8/2023

Bid #: 480
Desc: Hanford FD (Duplicate 26797)
Customer: HANFORD FIRE DEPARTMENT
Option: Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi CZT

Job #:
Sales Rep: Young, Dewayne
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
0002526	Light, Engine Compt, All Custom Chassis		0.00	1.60	0.00
0006755	Remote Start, Gas Generator		0.00	1.20	0.00
0006825	Reel, Elect Cable, Hannay, 1600, (3) Wire		0.00	36.00	0.00
0010670	ABS Wabco Brake System, Single rear axle		0.00	6.00	0.00
0015216	Reel, Booster, Aluminum - Over Pump, Right Side		0.00	36.00	0.00
0032189	Mirrors, Ramco, 8000PCHR, Heated/Remote, w/Heated/Remote		0.00	0.00	8.00
0062992	Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt		0.00	0.00	1.00
0072153	Primer, Trident, Air Prime, Air Operated		0.00	0.01	0.00
0079212	Batteries, (6) Exide Grp 31, 950 CCA each, SAE Posts		0.00	3.00	0.00
0085910	Lights, Backup Included in Signal Cluster		0.00	4.20	0.00
0122465	Cab Lift, Elec/Hyd, Imp/Vel		0.00	180.00	0.00
0520326	Light, Pump Compt, PUC		0.00	1.80	0.00
0543751	Light, Do Not Move Apparatus		0.00	0.80	0.00
0549115	Lights, Side Scene, Wln 60C0ELZR Gradient LED 12, Semi-		0.00	0.00	5.50
0549117	Lights, Side Scene, Wln 60C0ELZR Gradient LED 12, Semi-		0.00	0.00	5.50
0549333	Indicators, Engine, Included with Pressure Controller		0.00	0.35	0.00
0589905	Alarm, Back-up Warning, PRECO 1040		0.00	0.50	0.00
0628472	Light, Map, Overhead, Peterson M371S LED, Rectangular		0.00	0.24	0.00
0653526	Camera, Pierce, LS Mux, R, Camera		0.00	1.20	0.00
0667902	Controls, Electric Windows, All Cab Doors, Impel/Velociry FR		0.00	26.00	0.00
0676021	Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature		0.00	55.00	0.00
0676393	177" Hatch, (2) Lift-up, 21" Wide, Both Sides, RS Shortened for		0.00	3.25	3.25
0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine		0.00	0.42	0.00
0699542	Intercom, Sigtronics US-67D, 7-Pos, 3-Dual Radio, D,O,4C,P		0.00	0.00	0.50
0732083	Handlts, (2) Streamlight Stinger HL 75432 kit, 12v, Charging		0.00	0.50	0.00
0741239	HVAC, Impel/Velociry FR, CARE		0.00	0.00	136.00
0763926	Light Twr, W-B Chf NS1.8-600 WHL, 4-P*H2 12VDC Lts Cld 6'		0.00	0.00	48.00
0787001	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 2nd		0.00	0.00	5.00
0797189	Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st		0.00	0.00	5.00
0803875	Radio, AM/FM/WB, Jensen, Frt,Rear Aux In/Frt,Rear		0.00	0.00	2.00
0895281	Siren, Federal Q2B, Littelfuse 24213 Sol		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	45.00
0548009	Wiring, Spare, 20 A 12V DC 1st	Load Managed	0.00	0.00	40.00
0548013	Wiring, Spare, 20 A 12V DC 2nd	Load Managed	0.00	0.00	40.00
0776357	Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	Load Managed	0.00	0.00	13.00
0002758	Amp Draw, NFPA/ULC Radio Allowance	NFPA	5.00	0.00	0.00
0006133	Siren, Code 3 3692 100W or 200W	NFPA	1.40	12.60	0.00
0092582	Load Manager/Sequencer, MUX	NFPA	0.56	0.56	0.00
0516983	Gauges, Engine, Included With Pierce Pressure Controller, PUC	NFPA	0.30	0.00	0.00
0517025	Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-	NFPA	2.60	7.80	0.00
0518345	LS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, FH/FD Frt&Rr, PUC	NFPA	6.00	0.00	6.00
0518346	RS 177" Rollup, (1) 50" Fwd, (1) 52" Rr, FH/FD Frt&Rr, PUC	NFPA	6.00	0.00	6.00
0520243	Light, Pump Operator & Panel, Side Ctrl, PUC, Incandescent	NFPA	7.84	0.00	0.00
0535157	Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts,	NFPA	0.50	0.00	0.00
0541116	Lights, Rear/Side Up Zone, Wln M6* LED, Colored Lens 4lts	NFPA	4.00	0.00	0.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

5/8/2023

Bid #: 480
Desc: Hanford FD (Duplicate 26797)
Customer: HANFORD FIRE DEPARTMENT
Option: Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi CZT

Job #:
Sales Rep: Young, Dewayne
Organization: Golden State Fire Apparatus, Inc
Type: Multiplexed

Option	Description	Type*	Minimum Load	Intermittent Load	Total Connected
0555915	Wiper Control, 2-Speed with Intermittent, MUX, Impel/Veloc	NFPA	2.10	8.40	0.00
0557309	Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	NFPA	0.90	0.00	0.90
0557322	Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	NFPA	0.50	0.00	0.00
0564655	Lights, Rear Zn Lwr, Wln M6*C LED, Clear Lens, For Tail Lt	NFPA	1.80	2.70	0.00
0568012	Air Dryer, Wabco System Saver 1200, Heater, 2010	NFPA	7.81	0.00	0.00
0582182	DEF Tank, 4.5 Gallon, DS Fill, Rear of Rear Axle, Common Door	NFPA	0.60	11.40	0.00
0594554	Cab Instruments, Blk Gags, Blk Bez, Impel 2010	NFPA	1.26	0.00	0.00
0647647	Lights, Dome, FRP Dual LED 4 Lts	NFPA	0.80	0.80	0.00
0648074	Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	NFPA	0.49	0.00	0.00
0648425	Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	NFPA	0.70	0.70	0.00
0668316	Cab, Impel FR, 7010 Raised Roof, PUC	NFPA	6.80	10.20	0.00
0687514	Lights, Hatch Compt, LED Strip Light, 177", Both Sides	NFPA	1.58	1.58	0.00
0709438	Lights, Walk Surf, FRP Flood, LED	NFPA	2.00	0.00	0.00
0724463	Controller, Pressure, Pierce LCD, PUC	NFPA	1.70	0.00	0.00
0739224	Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure	NFPA	0.10	0.00	0.00
0750438	Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	NFPA	1.60	0.00	0.00
0750542	Light, Directional/Marker, Intermediate, Truck-Lite 60421Y LED	NFPA	0.10	1.00	0.00
0751350	Lightbar, Wln, Freedom IV-Q, 81", RRRRRWsrROptRsrWRRRRR	NFPA	8.96	2.68	9.92
0752582	Cabinet, Rear Facing, RS, 21.5 W x 38 H x 26.5 D, Radius, Ext	NFPA	0.22	0.22	0.00
0756688	Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave,	NFPA	1.23	0.00	0.00
0765628	Cabinet, Rear Facing, LS, 24 W x 38 H x 30.5 D, Radius, Ext Acc,	NFPA	0.81	0.81	0.00
0766233	Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	NFPA	2.40	2.40	0.00
0768474	Lights, Hose Bed, Below Alum Cvr, Amdor AY-LB-12HW040, 40"	NFPA	2.40	0.00	0.00
0769559	Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	NFPA	0.36	0.00	0.00
0769560	Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 2lts, Rear	NFPA	0.36	0.00	0.00
0769569	Lights, Perimeter Cab, Amdor AY-LB-12HW012 LED 4Dr	NFPA	0.72	0.00	0.00
0770200	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door	NFPA	0.80	0.00	0.00
0778195	Lights, Rear Scene, Wln, PCPSM1C Pioneer LED Fld/Spt,	NFPA	12.00	0.00	0.00
0793476	Lights, Side Zone Lower, Wln M6** LED, PUC, 2pr	NFPA	3.60	5.40	0.00
0808533	Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027,	NFPA	1.00	0.00	0.00
0887559	Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics,	NFPA	2.00	2.00	0.00
0889577	Bracket, License Plate & Light, P25 LED, Stainless Brkt	NFPA	0.07	0.00	0.00
0892637	Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	NFPA	1.00	0.00	0.00
0892649	ClearSky Telematics for Remote Fleet and On-scene	NFPA	1.61	0.00	0.00
0898734	Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl	NFPA	1.80	5.40	1.80
0647728	Alternator, 430 amp, Delco Remy 55SI	S	0.00	0.00	0.00
Load Totals:			106.38	535.92	412.37

Note: Minimum Continuous 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: 253.00

Alternator Output at Governed Speed: 371.00

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply



Electrical Analysis

5/8/2023

Bid #: 480

Desc: Hanford FD (Duplicate 26797)

Customer: HANFORD FIRE DEPARTMENT

Option: Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi CZT

Job #:

Sales Rep: Young, Dewayne

Organization: Golden State Fire Apparatus, Inc

Type: Multiplexed

Minimum Continuous Load	
Supply:	253.00
Demand:	106.38
Variance:	146.62

Total Connected Load	
Supply:	371.00
Demand:	350.75
Variance:	20.25

* UDMC = User Defined Mission Critical, LM = User Defined Load Managed, S = Electrical Amperage Supply

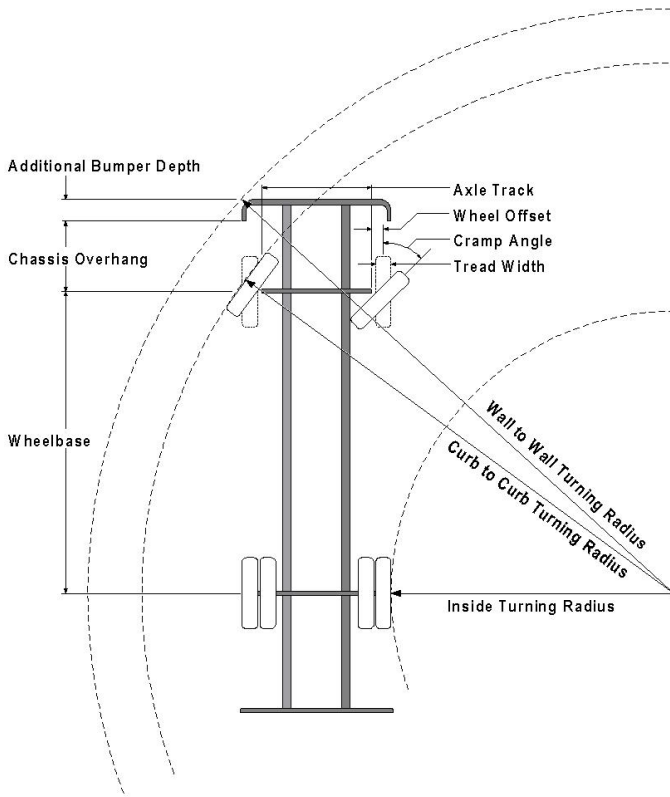


Turning Performance Analysis

05/08/2023

Bid Number: 480
Department: HANFORD FIRE DEPARTMENT

Chassis: Impel Chassis, PUC-NG
Body: Pumper, PUC, Aluminum



Parameters:

*Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	4.68 in.
Tread Width:	15.9 in.
Chassis Overhang:	78 in.
Additional Bumper Depth:	10 in.
Front Overhang:	88 in.
Wheelbase:	176.5 in.

Calculated Turning Radii:

Inside Turn:	13 ft. 8 in.
Curb to curb:	27 ft. 2 in.
Wall to wall:	31 ft. 7 in.

Category	Option	Description
Axle, Front, Custom	0508848	Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Imp/Vel
Bumpers	0123622	Bumper, 10" Extended, Imp/Vel
Tires, Front	0887447	Tires, Front, Michelin, X Multi HL Z , 385/65R22.50, Fire Service Speed Rtnng
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.



4 PRODUCT WARRANTIES

Exhibit "C"



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



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Velocity and Impel Custom Chassis

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:	Three (3) Years, or 30,000 Miles, or 5000 Engine Hours
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies, where applicable, to Goldstar lamination, defroster heater coil and motor blower assembly (excluding the FET PWM module), heater, air conditioning condenser coil and fan/motor assembly, air conditioning evaporator coil and motor blower assembly (excluding the drain pan pump and thermostat), under seat heaters coil and motor blower assembly (excluding the FET PWM module), HVAC electronic switches, HVAC hoses and hard lines, heater water valve, Pierce PS6 seat frames and hardware, Pierce One-Eleven mirrors, Pierce hands-free scba holder, cracking or color loss of roto-molded components, Meritor rear axle, Wabco ABS system, cab door handles, Standen spring suspension components, and the gauge instrument cluster.

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.



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department
operated trucks employed to respond to fires,
hazardous material releases, rescue and other
emergency-type situations.

** United States includes American Samoa, the
Commonwealth of Northern Mariana Islands, Guam,
Puerto Rico and the U.S. Virgin Islands.



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Bulletin 3381161
Printed in U.S.A. Rev. 08/09
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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:

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 2

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.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 3

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.

R. H. SHEPPARD CO., INC. WARRANTY
Pierce Manufacturing Inc.
Page 4

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.

PIERCE MANUFACTURING INC.

Authorized Signature

Authorized Signature

Title

Title



Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity

Chassis Frame & Crossmembers

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 and cross members 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.

2/16/2010 WA0038



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.



Fire and Rescue Apparatus

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

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
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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	■ Flatbed	■ Livestock Hauler	■ Refrigerated Freight
■ Chip Hauler (Truck)*	■ General Freight	■ Moving Van	■ Tanker
■ Doubles	■ Grain Hauler	■ Pipe Hauler	■ 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

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

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

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. EX225LXXCDXXX

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 Axles¹

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L
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¹ For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System

MTIS Components	5/Unl/P, 1/Unl/L
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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	■ Intercity Coach	■ Pipe Hauler	■ Tanker Trailer
■ Beverage Truck	■ Intermodal Chassis	■ Platform Auto Hauler	■ Tour Bus
■ Chip Hauler	■ Livestock Hauler	■ Rear Engine Integral Coach	■ Wrecker
■ Cross Country Coach	■ Meat Packer	■ Recreational Vehicles	
■ Flatbed	■ Moving Van	■ Refrigerated Freight	
■ Front Engine Commercial Chassis	■ Municipal Truck	■ School Bus	
■ Front Engine Integral Coach	■ Newspaper Delivery	■ Stake Truck	
■ General Freight	■ Pick-Up and Delivery	■ Tanker	

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
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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
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HEAVY SERVICE/SPECIALTY VEHICLE WARRANTY INFORMATION

Heavy Service/Specialty Vehicle

■ Airport Rescue Fire Fighting (ARFF)	■ Dump	■ Michigan Special Steel Hauler	■ Steel Hauling
■ Airport Shuttle*	■ Equipment Hauling	■ Michigan Special Waste Vehicle	■ Tanker
■ Asphalt Truck	■ Flatbed Trailer Hauler	■ Municipal Dump	■ Tank Truck
■ Block Truck	■ Flatbed Truck	■ Rear Loader (Refuse)	■ Tractors with Pole Trailers
■ Bottom Dump Trailer Combination	■ Fracturing Truck	■ Recycling Truck	■ Tractor/Trailer with Jeeps
■ Cementing Vehicle	■ Front Loader	■ Residential Pick-Up (Refuse)	■ Transfer Dump
■ Commercial Pick-Up	■ Geophysical Exploration	■ Rigging Truck	■ Transfer Vehicle
■ Concrete Pumper	■ Hopper Trailer Combinations	■ Roll-Off	■ Utility Truck
■ Construction Material Hauler	■ Landscaping Truck	■ Scrap Truck	■ Winch Truck
■ Mixer	■ Liquid Waste Hauler	■ Semi-End Dump	
■ Demolition	■ Log Hauling	■ Sewer/Septic Vacuum	
■ Drill Rig	■ Lowboy	■ Shuttle Bus*	
	■ Michigan Special Gravel Trains	■ Side Loader	
	■ Michigan Special Log Hauler	■ Snowplow/Snowblower	

*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-44-145/P	RT-52-185/380 ^{1,2}	MT-70-380
RT-34-144/P/A	RT-46-169	MT-58-616	RZ-188
MT-40-14X/P	RT-58-160	MT-58-616-SP	
RT-40-145/A	MT-52-616	RT-58-185/380 ^{1,2}	
MT-44-14X/P	MT-52-616-SP	RT-70-380	

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
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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-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-3118-CV (358)	MTC-3209-GV (RTC-60/420)
MTC-4210	MTC-3120-FV (TC-143)	MTC-3209-GV (RTC-60/380)
MTC-4208	MTC-3124 (T-2119)	MTC-3209-GV (MTC-60/420)
MTC-4206-FV (TC-38)	MTC-3205-GV (MTC-25/247)	MTC-3209-GV (MTC-60/380)
MTC-3106-FV (TC-137)	MTC-3205-GV (MTC-25/350)	MTC-3212-CV (315 & 548B)
MTC-3111 (T-2111)	MTC-3205-GV (RTC-25/350)	MTC-3312-FV (TC-270)
MTC-3112-CV (529 & 548C)	MTC-3206-FV (TC-237)	MTC-3220-FC (TC-142)
MTC-3116 (T-2111)	MTC-3206-CS (544)	MTC-2212-CV (306)
MTC-3118-FV (TC-180 & TC-180-23)	MTC-3208-GV (RTC-50)	



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-941¹ MFS-13-155

¹ Commuter coach only – 2/Unl/P&L

Drivelines

RPL 3/Unl/P, 1/Unl/L
92N 1/Unl/P&L
MXL 1/Unl/P&L

Rear Drive Single Axles – 5/300/P&L

RS-23-160 79163 RS-21-160
RC-23-161 RC-23-162¹
71163 RC-23-165¹

¹ Commuter coach only – 2/Unl/P&L

Tag Axles – 2/Unl/P&L

MC-14002
MC-16003
FH-946

Brake Components

Cam Cast Plus™ 2/100/P&L
Q+ Drum Brake™¹ 2/100/P&L
ASA¹ 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.

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	■ Yard Jockey	■ Specialized Mining	■ Rail Car Mover
■ Port Tractor	■ All-Terrain Crane	■ Excavator	■ Loader
■ Rail Yard Spotter	■ Rough Terrain Crane	■ Compactor	■ Tow Tractor
■ Roll-On/Roll-Off	■ Forestry	■ Fertilizer Spreader	■ Pushback Tractor
■ Stevedoring Tractor	■ Material Handling	■ Snow Blower	
■ Trailer Spotter	■ Specialized Heavy Haul	■ Mining	

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-ZO 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.



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Litho in USA, SP-95155
Revised 1-19 (47865/11900)



Fire and Rescue Apparatus

Three (3) Year Material and Workmanship Meritor Wabco ABS Brake System Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Three (3) Year
Conditions and Exclusions: See Also Paragraphs 2 thru 4	The exclusions listed in the attached Meritor Wabco warranty description shall apply.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

WARRANTY

MODEL YEAR 2021 VEHICLES



Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well-maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well-maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

- The standard aftermarket warranty for WABCO products - including WABCO Original parts, WABCO Reman Solutions, ProVia quality aftermarket parts and WABCO retrofit solutions - is one year, parts only from in-service date when purchased from ZF distributor networks or its affiliates and/or subsidiaries.

WABCO

WARRANTY - MODEL YEAR 2021 VEHICLES

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/UnI/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
MAXXUSTM 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
TRISTOPTM D Actuator w/ IBV or IRB	6/600/P
TRISTOPTM D Actuator	3/300/P
UNISTOPTM 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 operation³
- 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 Telehandlers, Aerial Work Platforms
Mining	Specialized Mining, Excavator, Haul Truck, Underground Loader, Service Trucks, Wheel Loaders, Scrapers, Load Haul Dumps, Personnel Transports, Bolters, Scalpers
Municipal	Street Sweeper, Utility Tractor, Utility Trucks, Tree Trimmers, Dump Trucks, Tow Trucks, Flat Bed Trucks, Winch Applications
Oil & Gas	Fracturing Trailer, Injector 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.

WARRANTY - MODEL YEAR 2021 VEHICLES

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



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:	This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any: Topcoat Durability & Appearance: Gloss, Color Retention & Cracking 0-72 months 100% 73-96 months 50% 97-120 months 25% Integrity of Coating System: Adhesion, Blistering/Bubbling 0-36 months 100% 37-84 months 50% 85-120 months 25% Corrosion: Dissimilar Metal and Crevice 0-36 months 100% 37-48 months 50% 49-72 months 25% 73-120 months 10% Corrosion Perforation 0-120 months 100% This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty. Items not covered by this warranty include: (a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual). (b) UV paint fade. (c) Any cab not manufactured by Pierce.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

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 occurring 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.



Fire and Rescue Apparatus

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 occurring 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.

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Fire and Rescue Apparatus

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.

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 through 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



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.

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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



Pierce Warranty Statement for Gortite Roll Up Doors Rev 2/24/2011

All mechanical components of the door shall be warranted to be free from defects in materials and workmanship for the lifetime of the vehicle. All parts covered under this warranty shall be to the original owner.

A&A manufacturing warrants that painted doors shall be free of blistering, peeling, bubbling, or any other adhesion defect caused by defective manufacturing methods or paint material selection. The time period for the coverage shall be 6 years from date of door shipment to Pierce. Satin anodized finish doors shall be warranted for 6 years against corrosion defects from date of door shipment to Pierce. Replacement of decals/Scotchlite is not covered.

The maximum amount A&A will reimburse for labor is \$60.00 per hour and the maximum amount of time allowed for repair is as follows:

Door	1.0 Hr.
Slat Replacement	1.0 Hr.
Pennant Plate Replacement	1.0 Hr.
Roller Replacement	.5 Hr.
Seal Replacement	.5 Hr.
Switch/Magnet Replacement	1.0 Hr.
Travel Time	4.0 Hr.



Fire and Rescue Apparatus

Seven (7) Year Material and Workmanship

PUC-NG Pump

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 PUC-NG Pump, integrated pump transmission, and its components manufactured under the Pierce brand in its Fire and Rescue Apparatus vehicle 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:	Seven (7) Years - or - 3000 Pump Hours
Conditions and Exclusions: See Also Paragraphs 2 thru 4	This limited warranty applies to the PUC Pump and all its components manufactured under the Pierce brand, including the integrated pump transmission. Items not manufactured under the Pierce brand such as valves, relief valves or wear items such as wear rings, seals, bearings or costs of removal, transporting, storing, or reinstallation are not covered by this six-year limited warranty and are instead covered under the Pierce Basic One Year 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.

4/21/2022 WA0390



Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.
Warranty Begins:	The date of the original purchase invoice (issued when the product ships from the factory).
Warranty Period Ends After:	Ten (10) Years - or - 100,000 Miles
Conditions and Exclusions: See Also Paragraphs 2 thru 4	Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion. This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



Fire and Rescue Apparatus

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 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.



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:	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

Three (3) Year Material and Workmanship

Goldstar® Gold Leaf Lamination

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 Goldstar® gold leaf lamination 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
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 WA0018

5 DEALER SUPPLIED PRODUCTS AND /OR SERVICES

Exhibit "D"

DEALER SUPPLIED PRODUCTS 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 salesperson’s 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.

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 three (3) 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 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.

FINAL INSPECTION, FACTORY TRIP

A final inspection trip to the manufacturing facility will be provided for three (3) 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.

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 EXHIBIT “D”



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Adoption of the City of Hanford fiscal year 2023-24 Investment Policy

RECOMMENDATION:

Recommendation: That City Council, by motion, adopt a City of Hanford fiscal year 2023-24 Investment Policy

Recommended Motion: I move to adopt a City of Hanford fiscal year 2023-24 Investment Policy

BACKGROUND:

The City's cash is one of Hanford's most valuable assets. The use of that cash and safekeeping is an important function of the City. Cash on hand can also be a source of significant income if used wisely. As a result, the Council has some oversight responsibilities, namely:

- 1) The annual review and adoption of the City's investment policy;
- 2) Delegation of investment authority to the Finance Director/Treasurer.

Investment Policy updates

The proposed 2023-24 investment policy, Exhibit A, is attached for Council's review. There are minor updates to the policy.

- 1) The cover page date changed from 2022-2023 to 2023-2024
- 2) Updates to reference CA Debt and Investment Advisory Commission January 1, 2023 update
- 3) Updated wording for the Annual Comprehensive Financial Report (ACFR)

Delegation of Investment Authority

The Council needs to annually delegate investment authority to the Finance Director/Treasurer as shown in the City's Investment Policy. By adopting the City's Investment Policy, the authority will again be delegated to the Finance Director/Treasurer.

Summary

The most important point in managing the City's cash is to remember the purpose of the cash is to provide the residents of Hanford with services; earning investment returns is a secondary goal. The proposed changes in the investment policy and the investment report is designed to follow the SLY acronym: Safety, Liquidity and Yield. While some investments in government agencies lose value, the City's will continue to gain value. Keeping the City's cash safe allows all to sleep well at night.

FISCAL IMPACT:

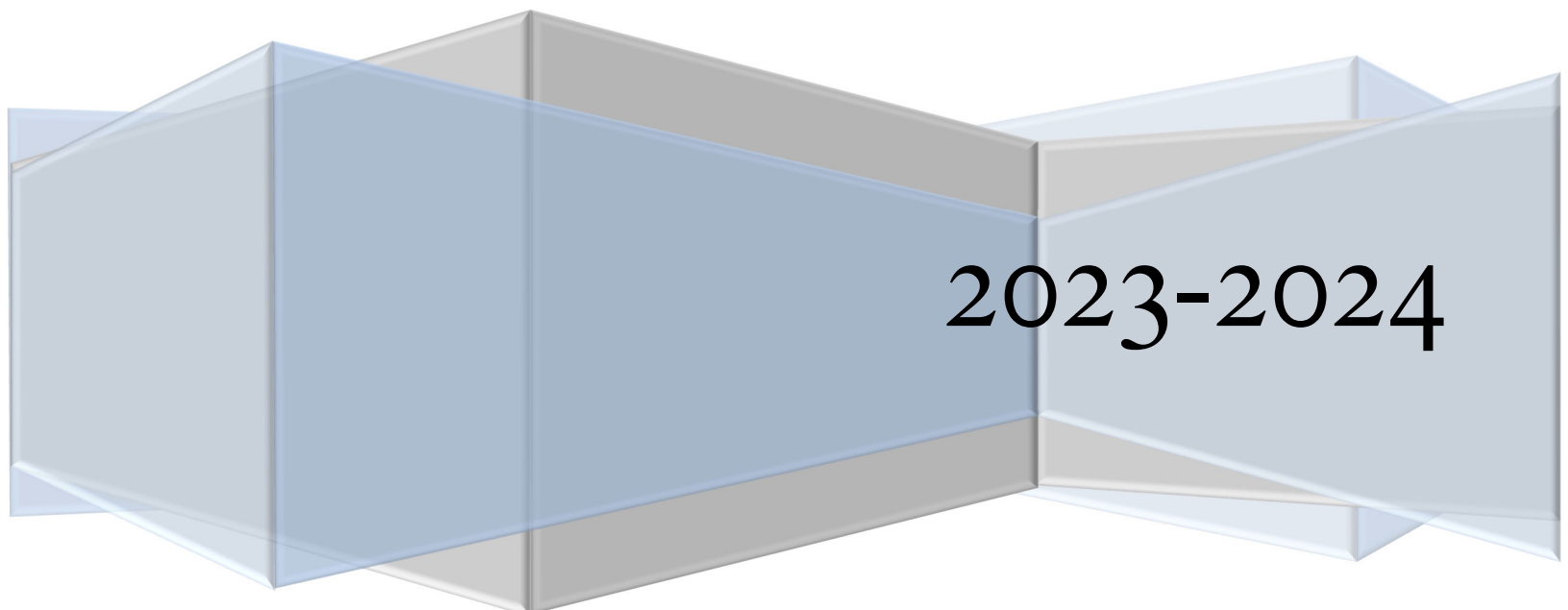
This action provides an update to the City's investment policy for generating yield on investments following the 'SLY' approach.

ATTACHMENTS:

1. 2023 City of Hanford Investment Policy 2023-2024 DRAFT

CITY OF HANFORD

INVESTMENT POLICY



2023-2024



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City of Hanford, California Investment Policy

1.0 INTRODUCTION

The City of Hanford (City) has a fiduciary responsibility to maximize the productive use of its liquid assets entrusted to its care and to manage those public funds wisely and prudently.

The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and short-term borrowing program which coordinates working capital requirements and investment opportunity. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City. This policy also covers any funds held by fiscal agents in connection with the issuance of any bonds by the City. Such funds shall be invested in accordance with the applicable trust indenture.

These funds are accounted for in the City's Audited Financial Statements or Annual Comprehensive Financial Report (ACFR) and include:

General Fund

Special Revenue Funds

Debt Service Funds

Capital Project Funds

Enterprise Funds

Internal Service Funds

Trust and Agency Funds

Funds Held by Fiscal Agents

Any new funds created by the City Council (unless specifically exempted)

3.0 PRUDENCE

The standard of prudence to be used by city officials responsible for the investment of public funds shall be the “prudent person” standard as set forth in California Code Section 53600.3 and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual’s security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 INVESTMENT OBJECTIVES

4.1 Safety. It is the primary duty and responsibility of the Treasurer to protect, preserve, and maintain cash and investments placed in his trust on behalf of the City. The safety or risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of the two.

4.2 Liquidity. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

4.3 Yield. Yield should become a consideration only after the basic requirements of safety and liquidity have been met. The investment portfolio shall be designed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and Local laws, ordinances or resolutions that restrict investments. Examples of yield benchmarks are U. S. Treasuries from bills to 5 year notes and the average Fed Funds Rate.

4.4 Public Trust. All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of public trust. It is the City's intent, at the time of purchase, to hold all investments until maturity. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolios investment return, provided that adequate diversification has been implemented.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority of the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. The Treasurer is authorized by City ordinance to manage the investment needs of the City. The Treasurer will establish a system of controls to regulate the activities of staff authorized to invest, specifically the Finance Manager or Financial Analyst, and procedures in the absence of the Treasurer.

6.0 ETHICS AND CONFLICTS OF INTEREST

The City Treasurer and those employees that are involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Council any material financial interests in financial institutions that conduct business with their jurisdiction and shall further disclose any large personal financial investment positions that could be related to the performance of the City.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City shall transact business with nationally or state chartered banks, federal or state savings and loan institutions, registered primary securities dealers and qualified regional dealers under SEC Rule 15c3-1 (net capital rule).

7.1 Broker Dealers must:

- A. be licensed by the States as a broker dealer, as defined in Section 25004 or the Corporations Code.
- B. be a member of the Financial Industry Regulatory Authority (FINRA).
- C. offer securities appropriate to the City's needs.
- D. have read the City's Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

Investment of City funds is governed by the California Government Code Sections 53600, 53601, 53601.5, 53601.6, and 53635. Within the context of the limitations in Figure 1, the following investments are authorized, as further limited herein as updated by California Debt and Investment Advisory Commission January 1, 2023:

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^c	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^f	None	53601(g)
Commercial Paper—Non-Pooled Funds ^f (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^a	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^a	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(c)
Commercial Paper— Pooled Funds ⁱ	270 days or less	40% of the agency's money ^a	Highest letter and number rating by an NRSRO ^h	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^j	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^k	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^k	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^l	20% of the base value of the portfolio	None ^h	53601(j)
Medium-Term Notes ^h	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^{p,q}	53601(l) and 53601.6(b)
Collateralized Bank Deposits ⁿ	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^s	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^r	N/A	None	None	16340
Supranational Obligations ^u	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

Source: CDIAC Local Agency Investment Guide (LAIG), Figure 1
Information as of January 1, 2023^A and applicable to all local agencies^B

TABLE OF NOTES FOR FIGURE 1

- ^A Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^B Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^C Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years from the settlement date. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- ^D Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^E No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^F Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^G Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.
- ^H Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ^I Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- ^J No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- ^K Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^L Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^M Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ^N "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^O No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^P A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^Q A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^R Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^S A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^T Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^U Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

Source: CDIA Local Agency Investment Guide (LAIG), Figure 1
Information as of January 1, 2023^A and applicable to all local agencies^B

9.0 REVIEW

The securities held by the City must be in compliance with 8.0 Authorized and Suitable Investments at the time of purchase. The Treasurer will review the portfolio at least quarterly to insure securities are still in compliance and determine if it is necessary to report to council any major or critical incidences of noncompliance.

10.0 INVESTMENT POOLS/MUTUAL FUNDS

The City further stipulates that mutual funds/money market mutual funds are restricted to funds that include only permitted investments under 8.0 Authorized and Suitable Investments.

Governmental sponsored pools and/or mutual funds are included in Section 8.0 Authorized and Suitable Investments; therefore, the City must do due diligence and a thorough investigation of the pool and/or fund prior to investing, and on a continual basis. There shall be a questionnaire; any additional pool shall provide the following:

- A. A description of eligible investment securities, and a written statement of investment policy and objectives.
- B. A description of interest calculations and how it is distributed, and how gains and losses are treated.
- C. A description of how the securities are safeguarded (including the settlement processes), and how often are the securities priced and the program audited.
- D. A description of who may invest in the program, how often, and what size deposits and withdrawals are allowed.
- E. A schedule for receiving statements and portfolio listings.
- F. A list of any reserves, retained earnings, etc. utilized by the pool.
- G. A fee schedule, when and how it is assessed.
- H. Pool eligibility for bond proceeds and/or pool policy on accepting such proceeds.

11.0 COLLATERALIZATION

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. Collateral for non-negotiable certificates of deposit must comply with Government Code 53652. In addition, if the CD is not FDIC /NCUA insured or goes over the FDIC/NCUA \$250,000 limit, collateral is required equal to 110 percent of market value of principal and accrued interest. Collateral for repurchase agreements shall be 102 percent of market value of principal and accrued interest.

The City chooses to limit collateral to the following: US Treasury securities or Federal Agency securities. This will provide an addition level of security due to inevitable changes in market conditions. Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted, within the parameters and constraints of this Policy.

Section 53649 of the California Government Code specifies that the City Treasurer is responsible for entering into deposit contracts with each depository. Investments held with third parties and applicable collateral for the investment shall be properly collateralized in accordance with requirements of the California Government Code.

12.0 SAFEKEEPING AND CUSTODY

All securities, including collateral for repurchase agreements, entered into by the City shall be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

13.0 DIVERSIFICATION

The City will diversify the investment portfolio by the type of investment, issuer, and maturity dates in order to mitigate risk in the investment portfolio. With the exception of U. S. Treasury securities and authorized pools such as LAIF, no more than 30% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

14.0 MAXIMUM MATURITIES

It is the City's policy to buy and hold investments until maturity. Maturities of investments will be selected based on cash flow requirements. Investments will have a maximum remaining maturity of only the limitations imposed by government statute or five (5) years from purchase, whichever is shorter. Reserve funds may be invested in securities exceeding 5 years based on the permissible investment maturities dictated by the legal documents.

15.0 INTERNAL CONTROLS

A system of internal controls shall be established to prevent losses of public funds arising from fraud, employee error, and misrepresentations of third parties, unanticipated changes in financial markets or imprudent actions by employees of the City. An independent review of internal control and investment practices, policies and procedures will be provided annually by the City's external auditor.

16.0 PERFORMANCE STANDARDS

The investment portfolio shall be invested with the objective of obtaining a market rate of return with considerations to budgetary and economic cycles, commensurate with investment risk constraints and cash flow needs.

17.0 REPORTING

The council has delegated investment authority to the City Treasurer for a one-year period. The Treasurer shall make a monthly report of investment transactions to the legislative body. Section 53607 of the California Government Code states the legislative body, subject to review; may renew the delegation of authority pursuant to this section each year.

18.0 INVESTMENT POLICY ADOPTION

The policy shall be reviewed annually by the Treasurer and City Attorney for any revisions. The policy will be submitted to the City Council for their review and approved each fiscal year.

19.0 GLOSSARY

GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report for the City of Hanford. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Commercial paper is the trade name applied to unsecured promissory notes issued by finance and industrial companies to raise funds on a short term basis.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions buying and selling for his own account.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL AGENCY: Federal agencies are special government organizations set up for a specific purpose. Some examples include: FAMCA, FFCB, FHLB, FHLMC, and FNMA.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

LOCAL AGENCY INVESTMENT FUND (LAIF): LAIF was established by the State to enable treasurers to place funds in a pool for investment. Each agency is limited to an investment of \$65 million per account.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establish each party’s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): A nationally recognized statistical rating corporation (NRSRO) is a credit rating agency that issues credit rating that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes.

NATIONAL CREDIT UNION ADMINISTRATION (NCUA): Created by the U.S. Congress in 1970, the National Credit Union Administration is an independent federal agency that insures deposits at federally insured credit unions, protects the members who own credit unions, and charters and regulates federal credit unions. Insured CDs up to a 250,000 limit.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) – registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structure to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, or increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of purchase orders over \$50,000 for the Finance Department and all departments for a total of \$308,587 for fiscal year 2023/2024

RECOMMENDATION:

Staff recommends that City Council approve the following purchase orders for a total of \$308,587 for fiscal year 2023/2024.

VENDOR	DESCRIPTION	AMOUNT	DEPARTMENT	COMMENT
PRE-SORT CENTER OF STOCKTON INC	BPO UTILITY BILLING AND BUS LIC PRINTING & POSTAGE	\$190,387	12010000 & 12100000	OBTAINED BIDS, PRE-SORT SELECTED BASED ON PRICING AND CURRENT USAGE
COMCAST BUSINESS	BPO UTILITY BILLING AND BUS LIC PRINTING & POSTAGE	\$62,400	ALL CITY DEPARTMENTS	CITY HAS TWO MASTER SERVICE AGREEMENTS WITH VENDOR
XEROX CORP	BPO COPIER LEASE AND COPIES	\$55,800	ALL CITY DEPARTMENTS	CITY HAS DEPARTMENTAL LEASE WITH XEROX CORPORATION

RECOMMENDED MOTION:

I move to approve the Purchase Orders listed in this report for a total of \$308,587 for fiscal year 2023/2024.

BACKGROUND:

Per Hanford Municipal Code 2.48.060 "Purchases exceeding fifty thousand dollars", the City Council has the sole authority to award. Additionally, purchases of \$2,500 or more must have bids either informally, formally or a sole source justification provided.

The purchase orders listed above cover annual contracts for general services provided to the City of Hanford. They include annual contracts for copiers and printing services, broadband service and printing and postage for utility billing and business licenses. All of these contracts will be monitored

by staff on an annual basis for renewal and need to rebid to keep costs as low as possible.

FISCAL IMPACT:

Purchase orders total \$308,587 of approved spending. These expenses will come out of previously approved budget appropriations across all impacted departments for fiscal year 2023/2024.

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: PUBLIC HEARING

SUBJECT:

Public hearing to adopt Resolution No. 23-12-R for the purpose of establishing a Rule 20A Underground Utility District on East Lacey Boulevard from Jessie Avenue to East of Wilson Lane.

RECOMMENDATION:

Recommendation:

That the City Council conduct a public hearing on July 18, 2023 to adopt Resolution No. 23-12-R, which will establish a Rule 20A Underground Utility District on East Lacey Boulevard from Jessie Avenue to East of Wilson Lane.

Recommended Motion:

I move to adopt Resolution 23-15-R.

BACKGROUND:

This project will fund a portion of the utility relocation costs for the city's East Lacey Improvement project. The City receives an annual allocation of funding from Southern California Edison (SCE) to fund the "undergrounding" of utility lines. Staff is recommending that Council approve this item and allow the funding to offset already programmed funding for that project, which will all the first phase of the project to include more area.

Rule 20A Project Management has reviewed the proposed Rule 20A project in the City of Hanford on E. Lacey Blvd. The Rough Order of Magnitude (ROM) estimate for the project is \$1,300,000 expressed in 2025 dollars. The estimated trench footage for the project is 1,434 feet and includes all mainline trenching as well as crossings, streetlights, and service laterals. The cost of the project was escalated to the year 2025, which is the earliest anticipated year that construction can be scheduled and includes an estimated accuracy variance of + 40%. Should the City and SCE agree to proceed with the Rule 20A project, the scope of work and estimated cost of the project can be updated with greater accuracy after the final design is completed.

Based on the municipality's allocation balance and the ROM estimate of \$1,300,000, this is a viable project. SCE will review and update the estimate prior to the start of construction to ensure an adequate allocation balance exists before proceeding with construction. SCE's ability to proceed with this project is dependent upon the annual CPUC approved budget for the Rule 20A program, providing the availability of capital funding and resources for the Rule 20A projects. Funding levels for the Rule 20A program may directly impact future allocations and the anticipated year of construction

for this project. The ROM estimate is based on the following assumptions:

- SCE has an available budget to proceed with the project.
- The City of Hanford has accumulated an adequate allocation balance from the Rule 20A program.
- The City of Hanford has established an underground utility district by resolution or ordinance for this project area.

Adoption of Resolution 23-12R will allow SCE to proceed with design and lock in the project funds available. A Notice of Public Hearing was advertised locally in the Hanford Sentinel on July 1, 2023. See attached copy for review.

FISCAL IMPACT:

All costs associated with the undergrounding of the utilities within this district will be borne by the Rule 20A credits with Southern California Edison Company, including the re-connection of services to all existing properties located within the proposed underground district boundaries. Any additional cost associated with the Rule 20A Underground District will be borne by the East Lacey Pedestrian Improvement Project.

ATTACHMENTS:

1. Resolution No 23-12-R
2. Exhibit A - Rule 20 Limits
3. Affidavit AD#217556

RESOLUTION NO. 23-12-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD
ESTABLISHING AN UNDERGROUND UTILITY DISTRICT
IN LACEY BOULEVARD FROM JESSIE AVENUE TO EAST OF WILSON LANE.

At a regular meeting of the City Council of the City of Hanford, duly called and held on July 18, 2023, a public hearing was held to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service in Lacey Boulevard from Jessie Avenue to east of Wilson Lane (See Exhibit "A" attached), and upon a motion by Council Member _____ and seconded by Council Member _____ and duly carried, the following resolution was adopted;

WHEREAS notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and utilities concerned in the manner and for the time required under Chapter 13.24 of the Hanford Municipal Code ("HMC"); and

WHEREAS such hearing has been duly and regularly held and all persons interested have been given opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford hereby finds and determines that the public necessity, health, safety, or welfare requires the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service in Lacey Boulevard from Jessie Avenue to east of Wilson Lane.

BE IT FURTHER RESOLVED that the City Council of the City of Hanford finds:

(A) That such undergrounding will avoid or eliminate an unusually heavy

concentration of overhead facilities.

- (B) The street or road right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic.
- (C) That such undergrounding is necessary to clear the street right-of-way for future street improvements.

BE IT FURTHER RESOLVED that all poles, overhead wires and associated overhead structures shall be removed and underground installations made in said Underground Utility District with the following times and conditions:

- (A) Installation of underground conduits and structures by utility companies not later than Dec 2026.
- (B) Installation and reconnection of property owner services to underground facilities by utility companies not later than Dec 2026.
- (C) Removal of poles, overhead wires, and other associated overhead structures not later than Dec 2026.

BE IT FURTHER RESOLVED that the City Clerk, within ten (10) days after the adoption of this resolution, shall mail a copy hereof to affected property owners as such are shown on the last equalized roll and to the affected utilities.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on the 18th day of July 2023, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

Natalie Corral
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2023.

Date: _____

Natalie Corral, City Clerk

East Lacey Boulevard

10th Avenue to UPRR
Rule 20-A Proposal

EXHIBIT A

Underground (Rule 20A) poles from 10th Avenue to the west side of SJVRR.



*** Proof of Publication ***

The Sentinel
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ORDER NUMBER 217556

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county foresaid;
I am over the age of eighteen years, and not a part to or interested in
the above entitled matter, I am the principal clerk of The Hanford
Sentinel, a newspaper of general circulation, printed and published
daily in the city of Hanford, County of Kings, and which newspaper has
been adjudged a newspaper of general circulation by the superior
court of the County of Kings, State of California, under the date of
October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the
annexed is a printed copy (set in type not smaller than nonpareil), has
been published in each regular and entire issue of said newspapers and
not in any supplement thereof on the following dates, to wit:

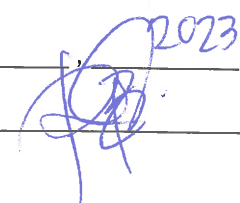
Section: Legals
Category: 201 Public Notices
PUBLISHED ON: 07/01/2023

TOTAL AD COST: 172.54
FILED ON: 07/01/2023

I certify (or declare) under penalty of perjury that the foregoing is true
and correct.

Dated at Kings County, California

This Day 3 of July, 2023

Signature 

Ad text : AD#217556

NOTICE OF PUBLIC HEARING

A public hearing will be held before the Hanford City Council on Tuesday, July 18, 2023, at 7:00 p.m., in the Hanford City Council Chambers, Civic Auditorium, 400 N. Douty Street, Hanford, California, pertaining to the following:

Establish an Underground Utility District along East Lacey Boulevard from Jesse Avenue to east of Wilson Lane, filed by The City of Hanford, this project will fund a portion of the utility relocation costs for the city's East Lacey Improvement project. The City receives an annual allocation of funding from Southern California Edison (SCE) to fund the "undergrounding" of utility lines. Staff is recommending that Council approve this item and allow the funding to offset already programmed funding for that project, which will all the first phase of the project to include more area.

Rule 20A Project Management has reviewed the proposed Rule 20A project in the City of Hanford on E. Lacey Blvd. The Rough Order of Magnitude (ROM) estimate for the project is \$1,300,000 expressed in 2025 dollars. The estimated trench footage for the project is 1,434 feet and includes all mainline trenching as well as crossings, streetlights, and service laterals.

All interested persons may appear to present testimony at the hearings. If you challenge any action or decision by the City Council regarding the subject of the public hearing described in this notice in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

If you have questions or are in need of a translator or special services, please call the City Clerk at (559) 585-2515 at least five (5) days prior to the meeting to make arrangements.

BY: Jennifer Minear
Project Manager

PUBLISH DATE: July 1, 2023



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Adoption of Resolution No. 23-23-R, establishing the Fiscal Year 2023-2024 tax levy amount for Community Facilities District 2022-01 (Live Oak) and Direction from Council regarding the types of services that future that will be included in Community Facilities Districts

RECOMMENDATION:

Recommendation: Recommendation #1: That the City Council, by motion, approve Resolution No. 23-23-R, which establishes the Fiscal Year 2023-2024 tax levy amount for Community Facilities District 2022-01 (Live Oak).

Recommendation #2: That the Council give direction as to the types of services that future Community Facilities Districts will provide.

Recommended Motion: I move to approve Resolution No. 23-23-R.

BACKGROUND:

Live Oak CFD FY24 Tax Levy.

In 2022, the Council approved Resolution 22-11-R, which formed Community Facilities District 2022-01 (Live Oak) ("CFD"). The CFD maintains various improvements within its boundaries, including park amenities, street lighting, stormwater facilities, and landscaping and related improvements. A copy of Resolution 22-11-R is attached. Also attached is the CFD Special Tax Analysis ("Analysis") that was prepared prior to the CFD's formation; the Analysis projects the CFD's annual costs and tax income.

The Rate and Method of Apportionment ("RMA") that is attached to Resolution 22-11-R as Exhibit "B" describes the manner in which the taxes levied by the CFD are to be calculated and apportioned.

Taxes are adjusted each year to reflect the change in the Consumer Price Index ("CPI"), with a minimum increase of three and one-half (3.50%) and a maximum increase of six percent (6.00%) each year. The FY23 tax rate was eight hundred ninety-seven dollars (\$897.00) per: (i) developed residential parcel; and (ii) undeveloped residential parcel for which a Final Map had been recorded.

The CPI increased by four and 9/10 percent (4.90%) between 2022 and 2023, and the annual CFD tax increased by that amount will be nine hundred forty-one dollars (\$941.00) for FY24.

With the Council's adoption of Resolution 23-23-R, the Council will approve the nine hundred forty-one dollars (\$941.00) tax levy for FY24 and will direct the City's Finance Director to submit the levy to the Kings County Tax Collector for collection through tax bills issued for parcels that are obligated to

pay the CFD taxes.

Services to be Provided by Future CFDs.

A CFD may provide various services within its boundaries, including:

- Police protection services.
- Fire protection services.
- Recreation program services.
- Maintenance of lighting of parks, streets, and open space.
- Flood and storm protection services.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five (5) or more years (e.g., parks, streets, etc.).

CFD taxes mainly only finance services to the extent that they are in addition to those provided in the area at the time the CFD is formed. For example, if the City already provides police protection services within a CFD's boundaries at the time the CFD is formed, CFD taxes may not include the costs of the existing services.

It is requested that the Council provide direction as to the types of services that CFDs formed in the future will provide. Will CFDs provide services that exceed the services provided by the Live Oak CFD?

FISCAL IMPACT:

It is projected that the nine hundred forty-one (\$941.00) FY24 Live Oak CFD tax will generate approximately one hundred ninety-four thousand, four hundred twenty-four dollars (\$194,424.00) in revenue to pay the CFD's expenses.

ATTACHMENTS:

1. 2023.07.03 Resolution re FY24 Tax Levy (1) (2) (1)
2. Live Oak CFD Analysis v4 (5)
3. 22-11-R - Signed (3)

RESOLUTION NO. 23-23-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, TO LEVY SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE OAK)

At a regular meeting of the City Council of the City of Hanford, duly called and held on July 18, 2023, at 7:00 p.m., it was moved by Council Member _____, and seconded by Council Member _____, and duly carried that the following resolutions be adopted:

WHEREAS, Community Facilities District 2022-01 (Live Oak) (“CFD”) was established under Resolution 22-11-R pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (“Act”), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, the City Council of the City of Hanford (“City Council”) previously adopted Ordinance 22-04, under which it authorized and levied special taxes upon parcels within the CFD’s boundaries; and

WHEREAS, it is necessary that the City Council levy special taxes during the 2023-2024 tax year upon parcels within the CFD pursuant to Section 53340 of the California Government Code (“Section 53340”); and

WHEREAS, pursuant to Section 53340(b), the City Council may, by resolution, provide for the levy of special taxes in the current and future tax years on parcels of taxable property within the CFD at the same rate or lower rate provided by Ordinance 22-04 if such resolution is adopted and a certified list of all parcels subject to the special taxes being levied is filed with the Kings County Department of Finance (“County”) on or before the tenth (10th) day of August of each tax year, or later with prior consent of the County; and

WHEREAS, Section 53340 permits the City Council to authorize a City official to file the certified list of parcels subject to the CFD special taxes with the County, and the City Council desires to authorize the City’s Finance Director to do so for the 2023-2024 tax year, and all subsequent tax years; and

WHEREAS, the rates of the special taxes that will be levied on the taxable parcels within the CFD will not exceed the rates that are authorized by Ordinance 22-04 and Resolution 22-11-R; and

WHEREAS, the special taxes identified herein are calculated based upon the estimated cost of services to be provided by the CFD and are not based upon property valuation.

NOW, THEREFORE, BE IT RESOLVED, the Maximum Special Tax for the CFD for tax year 2023-2024 shall be nine hundred forty-one dollars (\$941.00) per: (i) residential Developed Property (as defined in Resolution 22-11-R); and (ii) residential Final Mapped Property (as defined in Resolution 22-11-R).

BE IT FURTHER RESOLVED, the tax year 2023-2024 special taxes levied on each residential Developed Property and each residential Final Mapped Property identified in the attached Exhibit “A,” which is incorporated herein by reference, shall be nine hundred forty-one dollars (\$941.00) per parcel.

BE IT FURTHER RESOLVED, the special taxes levied hereunder shall be collected in the same manner as ordinary *ad valorem* property taxes and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes.

BE IT FURTHER RESOLVED, the City’s Director of Finance is authorized and directed to file a true and correct copy of this Resolution with the County on or before the tenth (10th) day of August, or later with the prior consent of the County, together with a request that the special taxes be collected on the tax bills with the ordinary *ad valorem* property taxes to be levied on and collected from the owners of the parcels listed in the attached Exhibit “A.”

BE IT FURTHER RESOLVED, City staff is hereby authorized and directed to take all such necessary and further actions to carry out the directives and requirements of this Resolution.

BE IT FURTHER RESOLVED, this Resolution shall become effective upon its adoption.

PASSED, ADOPTED AND APPROVED this 18th day of July, 2023 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Approved: _____
TRAVIS PADEN
MAYOR

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 18th day of July, 2023.

Date: _____

City Clerk

EXHIBIT “A”

CFD Map

EXHIBIT “B”

Services Financed by CFD Special Tax

* * * * *

Community Facilities District No. 2022-01 (Live Oak) (“CFD”) will finance, in whole or in part, the direct and indirect costs of the following services (“services” shall have the meaning given to that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs and expenses, and reserves for the replacement of improvements, facilities, and equipment.

Parks

Maintenance, including servicing, repair, improvement, replacement, and removal of parks and park amenities, including, without limitation, landscaping, buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, restrooms, barbeques, and other park improvements and amenities within the CFD’s boundaries. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Street Lighting

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of street light improvements, including, without limitation, poles, fixtures, conduits, equipment, guys, anchors, posts, pedestals, and metering devices, within the CFD’s boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Stormwater Facilities

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of stormwater drainage facilities within the CFD’s boundaries (includes, without limitation, field inspections, record keeping, cost of permits, and regulatory fees, environmental mitigation monitoring, reporting, vegetation management and weed abatement, and removal of silt, sediment, trash, and debris). Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Landscaping and Other Public Improvements

Maintenance, including servicing, repair, improvement, replacement, and removal of parkways, landscape setbacks, landscaped areas, landscaped roadway medians, open space, publicly owned masonry walls, fences, monuments, and features, trails, walking and bicycle paths, etc. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Additional Costs and Expenses

In addition, the following costs will also be financed by the special taxes levied within the CFD and will be allocated to each improvement described above based upon their pro rata share of needed administrative costs, operating reserves, and capital reserves, and actual or estimated delinquencies:

1. Administrative expenses, including, without limitation, the costs incurred to determine, levy, and collect and enforce the special taxes, compensation of City of Hanford employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting special tax installments on general tax rolls, preparation of required reports, and all other costs incurred in the administration and operation of the CFD by the City of Hanford;
2. Any amounts needed for CFD operating reserves and capital reserves;
3. Amounts deposited into a sinking fund for services that could not otherwise be funded in any given fiscal year; and
4. Any amounts needed to cure actual and estimated delinquencies in special taxes for the future, current, and previous fiscal years.

EXHIBIT “C”

EXHIBIT “D”

**CITY OF HANFORD
PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-01
(LIVE OAK)**

CFD SPECIAL TAX ANALYSIS

Prepared by: DTA

February 1, 2022

CFD SPECIAL TAX SUMMARY

**CITY OF HANFORD
PROPOSED COMMUNITY FACILITIES DISTRICT
NO. 2022-01 (LIVE OAK)
SPECIAL TAX SUMMARY**

Table 1: Special Tax Summary

Description	Amount
CFD Special Tax Requirement at CFD Build-out (2022 Dollar)	
Annual Maintenance Costs [1]	\$1,102,148
Annualized Replacement Costs [2]	\$16,658
CFD Administrative Expenses	\$35,000
Grand Total	\$1,153,806
Development Assumptions	
Total Residential Homes at CFD Build-out	1,286
Taxable Acres	297
Initial Maximum Special Tax Rate (Fiscal Year 2022-23)	
Per Residential Home	\$897
Per Commercial Acre [3]	\$3,885
Annul Increase in Maximum Special Tax	
Minimum Allowed	3.50%
Maximum Allowed	6.00%

Notes:

[1] See Table 2 below.

[2] See Table 3 below.

[3] Based on the projected taxable acres.

**** All Figures subject to rounding***

**CITY OF HANFORD
PROPOSED COMMUNITY FACILITIES DISTRICT
NO. 2022-01 (LIVE OAK)
SPECIAL TAX SUMMARY**

Table 2: Annual Maintenance Cost Estimates

Description	Costs [1]
Masonry Walls	\$16,006
Concrete Walk	\$26,766
Street Lights - 70 Watt Electrolier	\$28,700
Street Lights - 100 Watt Electrolier	\$6,068
Street Lights - 150 Watt Electrolier	\$6,888
Landscape - Streetscape	\$326,145
Landscape - Median	\$7,784
Landscape - Park Area	\$234,442
Landscape - Basin	\$241,786
Landscape - Outlots	\$100,434
Water Usage - Streetscape	\$38,370
Water Usage - Median	\$916
Water Usage - Park Area	\$27,581
Water Usage - Basin	\$28,445
Water Usage - Outlots	\$11,816
Grand Total	\$1,102,148

Notes:

[1] Cost estimates at the CFD build-out in 2022 dollar.

Source: NorthStar Engineering Group, Inc.

** All Figures subject to rounding*

Table 3: Replacement Cost Estimates

Description	Costs [1]	
	Total	Annualized
Replace Every 50 Years		
Masonry Walls	\$40,018	\$800
Concrete Walk	\$80,297	\$1,606
Subtotal	\$120,315	\$2,406
Replace Every 25 Years		
Landscape - Streetscape	\$143,888	\$5,756
Landscape - Median	\$2,289	\$92
Landscape - Park Area	\$137,907	\$5,516
Landscape - Basin	\$25,535	\$1,021
Landscape - Outlots	\$46,672	\$1,867
Subtotal	\$356,292	\$14,252
Grand Total	\$476,607	\$16,658

Notes:

[1] Cost estimates at the CFD build-out in 2022 dollar.

Source: NorthStar Engineering Group, Inc.

** All Figures subject to rounding*

CFD CASH FLOWS

FISCAL YEAR	TOTAL	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$327,296,811	\$89,721	\$219,752	\$434,838	\$664,738	\$886,366	\$1,085,693	\$1,236,867
Reserve Fund	\$3,636,213	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Sources of Funds	\$330,933,024	\$89,721	\$219,752	\$434,838	\$664,738	\$886,366	\$1,085,693	\$1,236,867
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$3,523,672	\$35,000	\$35,350	\$35,704	\$36,061	\$36,421	\$36,785	\$37,153
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$4,551,398	\$515	\$1,944	\$4,501	\$7,235	\$10,155	\$13,271	\$15,857
Concrete Walk	\$7,618,082	\$1,172	\$3,979	\$8,401	\$13,128	\$18,176	\$23,561	\$27,629
Street Lights	\$11,856,757	\$1,847	\$6,245	\$13,138	\$20,507	\$28,375	\$36,768	\$43,080
Landscape	\$259,033,462	\$33,885	\$121,334	\$268,976	\$426,805	\$595,352	\$775,174	\$918,507
Water Usage	\$30,474,529	\$3,986	\$14,275	\$31,644	\$50,212	\$70,041	\$91,197	\$108,060
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$284,901	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$564,856	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$3,596,159	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$9,429,209	\$13,316	\$36,625	\$72,473	\$110,790	\$127,846	\$108,936	\$86,581

Total Uses of Funds	\$330,933,024	\$89,721	\$219,752	\$434,838	\$664,738	\$886,366	\$1,085,693	\$1,236,867
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	NA	\$0	\$13,316	\$49,941	\$122,414	\$233,203	\$361,050	\$469,986
Budgeted Fund Replenishment	NA	\$13,316	\$36,625	\$72,473	\$110,790	\$127,846	\$108,936	\$86,581
Use of Fund	NA	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Projected Ending Fund Balance	NA	\$13,316	\$49,941	\$122,414	\$233,203	\$361,050	\$469,986	\$556,566
Desired Reserve Fund Balance [5]	NA	\$20,702	\$73,888	\$163,331	\$258,944	\$361,050	\$469,986	\$556,566
Desired Reserve Funded Percentage	NA	64.32%	67.59%	74.95%	90.06%	100.00%	100.00%	100.00%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	TOTAL	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	NA	\$897	\$929	\$961	\$995	\$1,030	\$1,066	\$1,103
"Rate" per Final Mapped Residential Lot	NA	\$897	\$929	\$961	\$995	\$1,030	\$1,066	\$1,103
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$328,392,282	\$50,243	\$170,864	\$361,377	\$565,017	\$782,468	\$1,014,450	\$1,190,023
Final Mapped Residential Lots	\$1,139,718	\$39,477	\$126,291	\$157,622	\$190,992	\$225,474	\$138,528	\$116,907
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Total Maximum Special Taxes	\$329,532,000	\$89,721	\$297,154	\$518,999	\$756,008	\$1,007,943	\$1,152,977	\$1,306,930
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$326,753,701	\$50,243	\$170,864	\$361,377	\$565,017	\$782,468	\$1,014,450	\$1,190,023
Final Mapped Residential Lots	\$543,109	\$39,477	\$48,888	\$73,461	\$99,721	\$103,898	\$71,243	\$46,844
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Total Projected Special Taxes	NA	\$89,721	\$219,752	\$434,838	\$664,738	\$886,366	\$1,085,693	\$1,236,867
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	NA	\$897	\$929	\$961	\$995	\$1,030	\$1,066	\$1,103
"Rate" per Final Mapped Residential Lot	NA	\$897	\$359	\$448	\$519	\$474	\$548	\$442
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	NA	56	152	248	344	440	536	567
Live Oak West	NA	0	32	128	224	320	416	512
-----	-----	-----	-----	-----	-----	-----	-----	-----
Total Developed Dwelling Units	NA	56	184	376	568	760	952	1,079
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	NA	44	65	86	107	127	31	0
Live Oak West	NA	0	71	78	85	92	99	106
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Total Final Mapped Residential Lots	NA	44	136	164	192	219	130	106

FISCAL YEAR	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$1,383,113	\$1,519,342	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,801,140	\$1,854,437
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Sources of Funds	\$1,383,113	\$1,519,342	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,801,140	\$1,854,437
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$37,525	\$37,900	\$38,279	\$38,662	\$39,048	\$39,439	\$39,833	\$40,232
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$18,245	\$20,781	\$21,815	\$22,579	\$23,369	\$24,187	\$25,033	\$25,909
Concrete Walk	\$31,127	\$34,836	\$36,479	\$37,756	\$39,077	\$40,445	\$41,860	\$43,325
Street Lights	\$48,488	\$54,222	\$56,773	\$58,760	\$60,816	\$62,945	\$65,148	\$67,428
Landscape	\$1,047,059	\$1,183,485	\$1,241,043	\$1,284,479	\$1,329,436	\$1,375,966	\$1,424,125	\$1,473,969
Water Usage	\$123,183	\$139,234	\$146,005	\$151,115	\$156,404	\$161,878	\$167,544	\$173,408
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$77,485	\$48,885	\$32,126	\$34,207	\$36,371	\$38,620	\$37,596	\$30,165

Total Uses of Funds	\$1,383,113	\$1,519,342	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,801,140	\$1,854,437
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$556,566	\$634,051	\$682,936	\$715,062	\$749,269	\$785,639	\$824,259	\$861,855
Budgeted Fund Replenishment	\$77,485	\$48,885	\$32,126	\$34,207	\$36,371	\$38,620	\$37,596	\$30,165
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Projected Ending Fund Balance	\$634,051	\$682,936	\$715,062	\$749,269	\$785,639	\$824,259	\$861,855	\$892,020
Desired Reserve Fund Balance [5]	\$634,051	\$716,279	\$751,057	\$777,344	\$804,551	\$832,711	\$861,855	\$892,020
Desired Reserve Funded Percentage	100.00%	95.35%	95.21%	96.39%	97.65%	98.99%	100.00%	100.00%

[5] Equals to 50.00% of annual CFD services costs.

FISCAL YEAR	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$1,141	\$1,181	\$1,223	\$1,266	\$1,310	\$1,356	\$1,403	\$1,452
"Rate" per Final Mapped Residential Lot	\$1,141	\$1,181	\$1,223	\$1,266	\$1,310	\$1,356	\$1,403	\$1,452
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$1,341,257	\$1,501,620	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,804,502	\$1,867,659
Final Mapped Residential Lots	\$126,706	\$17,722	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----	-----	-----
Total Maximum Special Taxes	\$1,467,963	\$1,519,342	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,804,502	\$1,867,659
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$1,341,257	\$1,501,620	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,801,140	\$1,854,437
Final Mapped Residential Lots	\$41,855	\$17,722	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$1,383,113	\$1,519,342	\$1,572,519	\$1,627,557	\$1,684,522	\$1,743,480	\$1,801,140	\$1,854,437
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$1,141	\$1,181	\$1,223	\$1,266	\$1,310	\$1,356	\$1,401	\$1,442
"Rate" per Final Mapped Residential Lot	\$377	\$1,181	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	608	704	719	719	719	719	719	719
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Total Developed Dwelling Units	1,175	1,271	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	111	15	0	0	0	0	0	0
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Total Final Mapped Residential Lots	111	15	0	0	0	0	0	0

FISCAL YEAR	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$1,918,337	\$1,984,463	\$2,052,893	\$2,123,708	\$2,196,991	\$2,272,829	\$2,351,310	\$2,432,527
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Sources of Funds	\$1,918,337	\$1,984,463	\$2,052,893	\$2,123,708	\$2,196,991	\$2,272,829	\$2,351,310	\$2,432,527
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$40,634	\$41,040	\$41,451	\$41,865	\$42,284	\$42,707	\$43,134	\$43,565
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$26,816	\$27,755	\$28,726	\$29,732	\$30,772	\$31,849	\$32,964	\$34,118
Concrete Walk	\$44,842	\$46,411	\$48,036	\$49,717	\$51,457	\$53,258	\$55,122	\$57,051
Street Lights	\$69,788	\$72,231	\$74,759	\$77,376	\$80,084	\$82,887	\$85,788	\$88,790
Landscape	\$1,525,558	\$1,578,953	\$1,634,216	\$1,691,414	\$1,750,613	\$1,811,885	\$1,875,301	\$1,940,936
Water Usage	\$179,477	\$185,759	\$192,261	\$198,990	\$205,955	\$213,163	\$220,624	\$228,345
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$31,221	\$32,313	\$33,444	\$34,615	\$35,826	\$37,080	\$38,378	\$39,721

Total Uses of Funds	\$1,918,337	\$1,984,463	\$2,052,893	\$2,123,708	\$2,196,991	\$2,272,829	\$2,351,310	\$2,432,527
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$892,020	\$923,241	\$955,555	\$988,999	\$1,023,614	\$1,059,440	\$1,096,521	\$1,134,899
Budgeted Fund Replenishment	\$31,221	\$32,313	\$33,444	\$34,615	\$35,826	\$37,080	\$38,378	\$39,721
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Projected Ending Fund Balance	\$923,241	\$955,555	\$988,999	\$1,023,614	\$1,059,440	\$1,096,521	\$1,134,899	\$1,174,620
Desired Reserve Fund Balance [5]	\$923,241	\$955,555	\$988,999	\$1,023,614	\$1,059,440	\$1,096,521	\$1,134,899	\$1,174,620
Desired Reserve Funded Percentage	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$1,503	\$1,556	\$1,610	\$1,667	\$1,725	\$1,785	\$1,848	\$1,912
"Rate" per Final Mapped Residential Lot	\$1,503	\$1,556	\$1,610	\$1,667	\$1,725	\$1,785	\$1,848	\$1,912
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$1,933,027	\$2,000,683	\$2,070,707	\$2,143,182	\$2,218,193	\$2,295,830	\$2,376,184	\$2,459,350
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$1,933,027	\$2,000,683	\$2,070,707	\$2,143,182	\$2,218,193	\$2,295,830	\$2,376,184	\$2,459,350
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$1,918,337	\$1,984,463	\$2,052,893	\$2,123,708	\$2,196,991	\$2,272,829	\$2,351,310	\$2,432,527
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$1,918,337	\$1,984,463	\$2,052,893	\$2,123,708	\$2,196,991	\$2,272,829	\$2,351,310	\$2,432,527
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$1,492	\$1,543	\$1,596	\$1,651	\$1,708	\$1,767	\$1,828	\$1,892
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$2,516,577	\$2,603,557	\$2,693,570	\$2,786,723	\$2,883,125	\$2,982,890	\$3,086,135	\$3,238,495
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,571
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Total Sources of Funds	\$2,516,577	\$2,603,557	\$2,693,570	\$2,786,723	\$2,883,125	\$2,982,890	\$3,086,135	\$3,504,066
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$44,001	\$44,441	\$44,885	\$45,334	\$45,787	\$46,245	\$46,708	\$47,175
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$35,312	\$36,548	\$37,827	\$39,151	\$40,521	\$41,940	\$43,407	\$44,927
Concrete Walk	\$59,048	\$61,115	\$63,254	\$65,468	\$67,759	\$70,130	\$72,585	\$75,125
Street Lights	\$91,898	\$95,114	\$98,443	\$101,889	\$105,455	\$109,146	\$112,966	\$116,920
Landscape	\$2,008,869	\$2,079,179	\$2,151,951	\$2,227,269	\$2,305,223	\$2,385,906	\$2,469,413	\$2,555,842
Water Usage	\$236,338	\$244,609	\$253,171	\$262,032	\$271,203	\$280,695	\$290,519	\$300,687
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,390
Reserve Fund Replenishment [4]	\$41,112	\$42,551	\$44,040	\$45,581	\$47,177	\$48,828	\$50,537	\$0
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Total Uses of Funds	\$2,516,577	\$2,603,557	\$2,693,570	\$2,786,723	\$2,883,125	\$2,982,890	\$3,086,135	\$3,504,066
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$1,174,620	\$1,215,732	\$1,258,283	\$1,302,323	\$1,347,904	\$1,395,081	\$1,443,908	\$1,494,445
Budgeted Fund Replenishment	\$41,112	\$42,551	\$44,040	\$45,581	\$47,177	\$48,828	\$50,537	\$0
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$265,571)
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Projected Ending Fund Balance	\$1,215,732	\$1,258,283	\$1,302,323	\$1,347,904	\$1,395,081	\$1,443,908	\$1,494,445	\$1,228,874
Desired Reserve Fund Balance [5]	\$1,215,732	\$1,258,283	\$1,302,323	\$1,347,904	\$1,395,081	\$1,443,908	\$1,494,445	\$1,728,446
Desired Reserve Funded Percentage	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	71.10%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$1,979	\$2,049	\$2,120	\$2,195	\$2,271	\$2,351	\$2,433	\$2,518
"Rate" per Final Mapped Residential Lot	\$1,979	\$2,049	\$2,120	\$2,195	\$2,271	\$2,351	\$2,433	\$2,518
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$2,545,428	\$2,634,518	\$2,726,726	\$2,822,161	\$2,920,937	\$3,023,170	\$3,128,981	\$3,238,495
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$2,545,428	\$2,634,518	\$2,726,726	\$2,822,161	\$2,920,937	\$3,023,170	\$3,128,981	\$3,238,495
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$2,516,577	\$2,603,557	\$2,693,570	\$2,786,723	\$2,883,125	\$2,982,890	\$3,086,135	\$3,238,495
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$2,516,577	\$2,603,557	\$2,693,570	\$2,786,723	\$2,883,125	\$2,982,890	\$3,086,135	\$3,238,495
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$1,957	\$2,025	\$2,095	\$2,167	\$2,242	\$2,320	\$2,400	\$2,518
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$3,351,842	\$3,469,157	\$3,590,577	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
Reserve Fund	\$0	\$0	\$593,710	\$0	\$0	\$0	\$0	\$0
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Total Sources of Funds	\$3,351,842	\$3,469,157	\$4,184,288	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$47,646	\$48,123	\$48,604	\$49,090	\$49,581	\$50,077	\$50,578	\$51,083
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$46,499	\$48,127	\$49,811	\$51,554	\$53,359	\$55,226	\$57,159	\$59,160
Concrete Walk	\$77,755	\$80,476	\$83,293	\$86,208	\$89,226	\$92,348	\$95,581	\$98,926
Street Lights	\$121,012	\$125,247	\$129,631	\$134,168	\$138,864	\$143,724	\$148,755	\$153,961
Landscape	\$2,645,297	\$2,737,882	\$2,833,708	\$2,932,888	\$3,035,539	\$3,141,783	\$3,251,745	\$3,365,556
Water Usage	\$311,211	\$322,104	\$333,377	\$345,046	\$357,122	\$369,622	\$382,558	\$395,948
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$705,863	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$102,422	\$107,198	\$0	\$117,293	\$122,625	\$128,157	\$133,894	\$139,845
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Total Uses of Funds	\$3,351,842	\$3,469,157	\$4,184,288	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$1,228,874	\$1,331,296	\$1,438,493	\$844,783	\$962,076	\$1,084,701	\$1,212,858	\$1,346,752
Budgeted Fund Replenishment	\$102,422	\$107,198	\$0	\$117,293	\$122,625	\$128,157	\$133,894	\$139,845
Use of Fund	\$0	\$0	(\$593,710)	\$0	\$0	\$0	\$0	\$0
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Projected Ending Fund Balance	\$1,331,296	\$1,438,493	\$844,783	\$962,076	\$1,084,701	\$1,212,858	\$1,346,752	\$1,486,597
Desired Reserve Fund Balance [5]	\$1,600,887	\$1,656,918	\$2,067,842	\$1,774,932	\$1,837,055	\$1,901,352	\$1,967,899	\$2,036,775
Desired Reserve Funded Percentage	83.16%	86.82%	40.85%	54.20%	59.05%	63.79%	68.44%	72.99%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$2,606	\$2,698	\$2,792	\$2,890	\$2,991	\$3,096	\$3,204	\$3,316
"Rate" per Final Mapped Residential Lot	\$2,606	\$2,698	\$2,792	\$2,890	\$2,991	\$3,096	\$3,204	\$3,316
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$3,351,842	\$3,469,157	\$3,590,577	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$3,351,842	\$3,469,157	\$3,590,577	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$3,351,842	\$3,469,157	\$3,590,577	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$3,351,842	\$3,469,157	\$3,590,577	\$3,716,247	\$3,846,316	\$3,980,937	\$4,120,270	\$4,264,479
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$2,606	\$2,698	\$2,792	\$2,890	\$2,991	\$3,096	\$3,204	\$3,316
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,365,240	\$5,510,102
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Sources of Funds	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,365,240	\$5,510,102
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$51,594	\$52,110	\$52,631	\$53,158	\$53,689	\$54,226	\$54,768	\$55,316
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$61,230	\$63,373	\$65,592	\$67,887	\$70,263	\$72,723	\$75,268	\$77,902
Concrete Walk	\$102,388	\$105,972	\$109,681	\$113,520	\$117,493	\$121,605	\$125,861	\$130,267
Street Lights	\$159,350	\$164,927	\$170,699	\$176,674	\$182,857	\$189,257	\$195,881	\$202,737
Landscape	\$3,483,351	\$3,605,268	\$3,731,452	\$3,862,053	\$3,997,225	\$4,137,128	\$4,281,927	\$4,431,795
Water Usage	\$409,806	\$424,149	\$438,994	\$454,359	\$470,262	\$486,721	\$503,756	\$521,388
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$146,017	\$152,417	\$159,054	\$165,937	\$173,074	\$180,474	\$127,777	\$90,697
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Total Uses of Funds	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,365,240	\$5,510,102
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$1,486,597	\$1,632,614	\$1,785,031	\$1,944,085	\$2,110,022	\$2,283,096	\$2,463,570	\$2,591,347
Budgeted Fund Replenishment	\$146,017	\$152,417	\$159,054	\$165,937	\$173,074	\$180,474	\$127,777	\$90,697
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Projected Ending Fund Balance	\$1,632,614	\$1,785,031	\$1,944,085	\$2,110,022	\$2,283,096	\$2,463,570	\$2,591,347	\$2,682,044
Desired Reserve Fund Balance [5]	\$2,108,063	\$2,181,845	\$2,258,209	\$2,337,247	\$2,419,050	\$2,503,717	\$2,591,347	\$2,682,044
Desired Reserve Funded Percentage	77.45%	81.81%	86.09%	90.28%	94.38%	98.40%	100.00%	100.00%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$3,432	\$3,552	\$3,677	\$3,805	\$3,938	\$4,076	\$4,219	\$4,367
"Rate" per Final Mapped Residential Lot	\$3,432	\$3,552	\$3,677	\$3,805	\$3,938	\$4,076	\$4,219	\$4,367
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,425,609	\$5,615,505
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,425,609	\$5,615,505
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,365,240	\$5,510,102
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----	-----	-----
Total Projected Special Taxes	\$4,413,736	\$4,568,217	\$4,728,105	\$4,893,588	\$5,064,864	\$5,242,134	\$5,365,240	\$5,510,102
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$3,432	\$3,552	\$3,677	\$3,805	\$3,938	\$4,076	\$4,172	\$4,285
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$5,701,573	\$5,899,731	\$6,104,811	\$6,317,054	\$6,536,712	\$6,764,044	\$6,999,317	\$7,242,811
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Sources of Funds	\$5,701,573	\$5,899,731	\$6,104,811	\$6,317,054	\$6,536,712	\$6,764,044	\$6,999,317	\$7,242,811
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$55,869	\$56,428	\$56,992	\$57,562	\$58,138	\$58,719	\$59,306	\$59,899
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$80,629	\$83,451	\$86,372	\$89,395	\$92,523	\$95,762	\$99,113	\$102,582
Concrete Walk	\$134,826	\$139,545	\$144,429	\$149,484	\$154,716	\$160,131	\$165,735	\$171,536
Street Lights	\$209,833	\$217,177	\$224,778	\$232,646	\$240,788	\$249,216	\$257,938	\$266,966
Landscape	\$4,586,908	\$4,747,450	\$4,913,610	\$5,085,587	\$5,263,582	\$5,447,808	\$5,638,481	\$5,835,828
Water Usage	\$539,636	\$558,524	\$578,072	\$598,304	\$619,245	\$640,919	\$663,351	\$686,568
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$93,872	\$97,157	\$100,558	\$104,077	\$107,720	\$111,490	\$115,392	\$119,431

Total Uses of Funds	\$5,701,573	\$5,899,731	\$6,104,811	\$6,317,054	\$6,536,712	\$6,764,044	\$6,999,317	\$7,242,811
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$2,682,044	\$2,775,916	\$2,873,073	\$2,973,631	\$3,077,708	\$3,185,427	\$3,296,917	\$3,412,309
Budgeted Fund Replenishment	\$93,872	\$97,157	\$100,558	\$104,077	\$107,720	\$111,490	\$115,392	\$119,431
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Projected Ending Fund Balance	\$2,775,916	\$2,873,073	\$2,973,631	\$3,077,708	\$3,185,427	\$3,296,917	\$3,412,309	\$3,531,740
Desired Reserve Fund Balance [5]	\$2,775,916	\$2,873,073	\$2,973,631	\$3,077,708	\$3,185,427	\$3,296,917	\$3,412,309	\$3,531,740
Desired Reserve Funded Percentage	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

[5] Equals to 50.00% of annual CFD services costs.

FISCAL YEAR	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$4,519	\$4,678	\$4,841	\$5,011	\$5,186	\$5,368	\$5,556	\$5,750
"Rate" per Final Mapped Residential Lot	\$4,519	\$4,678	\$4,841	\$5,011	\$5,186	\$5,368	\$5,556	\$5,750
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$5,812,048	\$6,015,469	\$6,226,011	\$6,443,921	\$6,669,458	\$6,902,889	\$7,144,491	\$7,394,548
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$5,812,048	\$6,015,469	\$6,226,011	\$6,443,921	\$6,669,458	\$6,902,889	\$7,144,491	\$7,394,548
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$5,701,573	\$5,899,731	\$6,104,811	\$6,317,054	\$6,536,712	\$6,764,044	\$6,999,317	\$7,242,811
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$5,701,573	\$5,899,731	\$6,104,811	\$6,317,054	\$6,536,712	\$6,764,044	\$6,999,317	\$7,242,811
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$4,434	\$4,588	\$4,747	\$4,912	\$5,083	\$5,260	\$5,443	\$5,632
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85
I. Projected Sources of Funds								
Annual CFD Special Taxes	\$7,653,357	\$7,921,224	\$8,198,467	\$8,485,414	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
Reserve Fund	\$899,232	\$0	\$0	\$1,877,700	\$0	\$0	\$0	\$0

Total Sources of Funds	\$8,552,589	\$7,921,224	\$8,198,467	\$10,363,113	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
II. Projected Uses of Funds								
CFD Administrative Expenses [1]	\$60,498	\$61,103	\$61,714	\$62,332	\$62,955	\$63,584	\$64,220	\$64,862
CFD Services Costs								
Maintenance Costs [2]								
Masonry Walls	\$106,173	\$109,889	\$113,735	\$117,716	\$121,836	\$126,100	\$130,513	\$135,081
Concrete Walk	\$177,540	\$183,754	\$190,185	\$196,842	\$203,731	\$210,862	\$218,242	\$225,880
Street Lights	\$276,310	\$285,981	\$295,990	\$306,350	\$317,072	\$328,170	\$339,656	\$351,544
Landscape	\$6,040,082	\$6,251,484	\$6,470,286	\$6,696,746	\$6,931,133	\$7,173,722	\$7,424,802	\$7,684,671
Water Usage	\$710,598	\$735,469	\$761,210	\$787,853	\$815,427	\$843,967	\$873,506	\$904,079
Replacement Costs [3]								
Masonry Walls (Every 50 Years)	\$86,483	\$0	\$0	\$198,419	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$236,126	\$0	\$0	\$328,730	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$858,779	\$0	\$0	\$1,668,127	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$0	\$293,544	\$305,346	\$0	\$330,249	\$343,382	\$356,990	\$371,090

Total Uses of Funds	\$8,552,589	\$7,921,224	\$8,198,467	\$10,363,113	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
[1] Annual escalation at 1.00%.								
[2] Annual escalation at 3.50%.								
[3] Annual escalation at 3.50%.								
[4] Not to exceed 20.00% of annual CFD services costs.								
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund								
Beginning Fund Balance	\$3,531,740	\$2,632,509	\$2,926,053	\$3,231,399	\$1,353,699	\$1,683,948	\$2,027,330	\$3,531,740
Budgeted Fund Replenishment	\$0	\$293,544	\$305,346	\$0	\$330,249	\$343,382	\$356,990	\$371,090
Use of Fund	(\$899,232)	\$0	\$0	(\$1,877,700)	\$0	\$0	\$0	\$0

Projected Ending Fund Balance	\$2,632,509	\$2,926,053	\$3,231,399	\$1,353,699	\$1,683,948	\$2,027,330	\$2,384,320	\$3,902,830
Desired Reserve Fund Balance [5]	\$4,246,045	\$3,783,288	\$3,915,704	\$5,150,391	\$4,194,600	\$4,341,411	\$4,493,360	\$4,650,627
Desired Reserve Funded Percentage	62.00%	77.34%	82.52%	26.28%	40.15%	46.70%	53.06%	83.92%
[5] Equals to 50.00% of annual CFD services costs.								

FISCAL YEAR	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85
IV. <u>Maximum Special Tax Rate [6]</u>								
"Rate" per Developed Dwelling Unit	\$5,951	\$6,160	\$6,375	\$6,598	\$6,829	\$7,068	\$7,316	\$7,572
"Rate" per Final Mapped Residential Lot	\$5,951	\$6,160	\$6,375	\$6,598	\$6,829	\$7,068	\$7,316	\$7,572
[6] Increases annually at minimum allowed 3.50%.								
V. <u>Maximum Special Taxes</u>								
Developed Dwelling Units	\$7,653,357	\$7,921,224	\$8,198,467	\$8,485,414	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$7,653,357	\$7,921,224	\$8,198,467	\$8,485,414	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
VI. <u>Projected Special Taxes</u>								
Developed Dwelling Units	\$7,653,357	\$7,921,224	\$8,198,467	\$8,485,414	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Projected Special Taxes	\$7,653,357	\$7,921,224	\$8,198,467	\$8,485,414	\$8,782,403	\$9,089,787	\$9,407,930	\$9,737,207
VII. <u>Projected Special Tax Rate</u>								
"Rate" per Developed Dwelling Unit	\$5,951	\$6,160	\$6,375	\$6,598	\$6,829	\$7,068	\$7,316	\$7,572
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>								
Live Oak East	567	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>								
Live Oak East	0	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0	0

FISCAL YEAR	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92
I. Projected Sources of Funds							
Annual CFD Special Taxes	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
Reserve Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Sources of Funds	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
II. Projected Uses of Funds							
CFD Administrative Expenses [1]	\$65,511	\$66,166	\$66,828	\$67,496	\$68,171	\$68,853	\$69,541
CFD Services Costs							
Maintenance Costs [2]							
Masonry Walls	\$139,809	\$144,703	\$149,767	\$155,009	\$160,434	\$166,049	\$171,861
Concrete Walk	\$233,786	\$241,969	\$250,438	\$259,203	\$268,275	\$277,665	\$287,383
Street Lights	\$363,848	\$376,582	\$389,763	\$403,404	\$417,524	\$432,137	\$447,262
Landscape	\$7,953,634	\$8,232,011	\$8,520,132	\$8,818,336	\$9,126,978	\$9,446,422	\$9,777,047
Water Usage	\$935,722	\$968,472	\$1,002,369	\$1,037,451	\$1,073,762	\$1,111,344	\$1,150,241
Replacement Costs [3]							
Masonry Walls (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Concrete Walk (Every 50 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape (Every 25 Years)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Fund Replenishment [4]	\$385,700	\$400,837	\$416,520	\$432,769	\$449,604	\$467,044	\$485,112
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Total Uses of Funds	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
[1] Annual escalation at 1.00%.							
[2] Annual escalation at 3.50%.							
[3] Annual escalation at 3.50%.							
[4] Not to exceed 20.00% of annual CFD services costs.							
Annual Surplus/(Deficit)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Reserve Fund							
Beginning Fund Balance	\$2,632,509	\$2,926,053	\$3,231,399	\$1,353,699	\$1,683,948	\$2,027,330	\$2,384,320
Budgeted Fund Replenishment	\$385,700	\$400,837	\$416,520	\$432,769	\$449,604	\$467,044	\$485,112
Use of Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Projected Ending Fund Balance	\$3,018,208	\$3,326,890	\$3,647,919	\$1,786,468	\$2,133,552	\$2,494,374	\$2,869,432
Desired Reserve Fund Balance [5]	\$4,813,399	\$4,981,868	\$5,156,234	\$5,336,702	\$5,523,487	\$5,716,809	\$5,916,897
Desired Reserve Funded Percentage	62.70%	66.78%	70.75%	33.48%	38.63%	43.63%	48.50%
[5] Equals to 50.00% of annual CFD services costs.							

FISCAL YEAR	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92
IV. <u>Maximum Special Tax Rate [6]</u>							
"Rate" per Developed Dwelling Unit	\$7,837	\$8,111	\$8,395	\$8,689	\$8,993	\$9,308	\$9,633
"Rate" per Final Mapped Residential Lot	\$7,837	\$8,111	\$8,395	\$8,689	\$8,993	\$9,308	\$9,633
[6] Increases annually at minimum allowed 3.50%.							
V. <u>Maximum Special Taxes</u>							
Developed Dwelling Units	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Maximum Special Taxes	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
VI. <u>Projected Special Taxes</u>							
Developed Dwelling Units	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
Final Mapped Residential Lots	\$0	\$0	\$0	\$0	\$0	\$0	\$0
-----	-----	-----	-----	-----	-----	-----	-----
Total Projected Special Taxes	\$10,078,010	\$10,430,740	\$10,795,816	\$11,173,669	\$11,564,748	\$11,969,514	\$12,388,447
VII. <u>Projected Special Tax Rate</u>							
"Rate" per Developed Dwelling Unit	\$7,837	\$8,111	\$8,395	\$8,689	\$8,993	\$9,308	\$9,633
"Rate" per Final Mapped Residential Lot	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VIII. <u>Developed Dwelling Units</u>							
Live Oak East	567	567	567	567	567	567	567
Live Oak West	719	719	719	719	719	719	719
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Total Developed Dwelling Units	1,286	1,286	1,286	1,286	1,286	1,286	1,286
IX. <u>Final Mapped Residential Lots</u>							
Live Oak East	0	0	0	0	0	0	0
Live Oak West	0	0	0	0	0	0	0
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Total Final Mapped Residential Lots	0	0	0	0	0	0	0

CFD ABSORPTION SUMMARY

CITY OF HANFORD
PROPOSED COMMUNITY FACILITIES DISTRICT
NO. 2022-01 (LIVE OAK)
ABSORPTION SUMMARY

Table 1: Annual Final Map Recording (Residential Lots)

Year Ended	Live Oak East	Live Oak West
12/31/2021	100	0
12/31/2022	117	103
12/31/2023	117	103
12/31/2024	117	103
12/31/2025	116	103
12/31/2026	0	103
12/31/2027	0	103
12/31/2028	0	101
12/31/2029	0	0
12/31/2030	0	0
12/31/2031	0	0
12/31/2032	0	0
12/31/2033	0	0
12/31/2034	0	0
12/31/2035	0	0
12/31/2036	0	0
Grand Total	567	719

Table 2: Annual Building Permit Issuance

Year Ended	Live Oak East	Live Oak West
5/1/2022	56	0
5/1/2023	96	32
5/1/2024	96	96
5/1/2025	96	96
5/1/2026	96	96
5/1/2027	96	96
5/1/2028	31	96
5/1/2029	0	96
5/1/2030	0	96
5/1/2031	0	15
5/1/2032	0	0
5/1/2033	0	0
5/1/2034	0	0
5/1/2035	0	0
5/1/2036	0	0
5/1/2037	0	0
Grand Total	567	719

RESOLUTION NO. 22-11-R
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD,
CALIFORNIA, TO FORM COMMUNITY FACILITIES DISTRICT NO. 2022-01 (LIVE
OAK) AND TO LEVY SPECIAL TAXES THEREIN

At a regular meeting of the City Council of the City of Hanford, duly called and held on April 5, 2022, at 7:00 p.m., it was moved by Council Member Saltray, and seconded by Council Member Ramirez, and duly carried that the following resolutions be adopted:

WHEREAS, on March 1, 2022, the City Council of the City of Hanford ("Council") adopted Resolution 22-05-R ("Resolution of Intention") with respect Community Facilities District No. 2022-01 (Live Oak) ("CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing which Section 53311 of the California Government Code ("Act"); and

WHEREAS, the Resolution of Intention incorporates a map of the proposed boundaries of the CFD, identifies the public services ("Services") to be provided and the method of apportionment of the special taxes to be levied within the CFD to pay the cost of providing such Services, and is on file with the City Clerk, and the provisions thereof are incorporated herein by reference; and

WHEREAS, The Services to be provided, as stated in the Resolution of Intention, are set forth in Exhibit "A" hereto, which is incorporated herein by reference; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing, evidence was presented to the Council on said matters before it, including the CFD Report ("Report") as to the Services to be provided in the CFD and costs thereof and incidental expenses related thereto, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised of the contents of the Report; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of the Services, or the rate and method of apportionment of the special taxes have not been filed with the City Clerk by owners of one-half (1/2) or more of the area of land within the CFD that will be subject to the proposed special tax; and

WHEREAS, the special tax proposed to be levied in the CFD has not been eliminated by protest by owners of one-half (1/2) or more of the area of land within the CFD that will be subject to the special tax.

NOW THEREFORE, the City Council resolves:

Section 1. No Majority Protest. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.

Section 2. Name of CFD. Community Facilities District No. 2022-01 (Live Oak) is hereby established pursuant to the Act.

Section 3. Boundaries of CFD. The boundaries of the CFD are set forth in the map of the CFD heretofore recorded in the Kings County Recorder's Office on March 3, 2022 in Book 26, at Page 99 of Maps of Assessment and Community Facilities Districts.

Section 4. Description of Services. The Services to be financed by the CFD shall consist of those items listed in the attached Exhibit "A."

Section 5. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax ("Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien, will be levied annually within the CFD and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by the Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in the attached Exhibit "B," which is incorporated herein by reference.

Section 6. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies as a result of development occurring in the CFD. The Services are in addition to those provided in the territory of the CFD before the CFD was created and are additional services, which do not supplant services already available within such territory at this time.

Section 7. Appropriations Limit. Under section 53325.7 of the Act, and subject to the voter approval requirement in that section, the CFD's appropriations limit, as defined by subdivision (h) of section 8 of article XIIB of the California Constitution, subject to adjustment as provided therein, is established in the amount of One Million, One Hundred Fifty-Three Thousand, Eight Hundred Six Dollars (\$1,153,806.00).

Section 8. Responsible Official. The Director of Finance of the City of Hanford or his/her designee shall be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number, estimating future Special Tax levies and for establishing procedures to promptly respond to inquiries regarding estimates of future Special Tax levies. The City may contract with private consultants to provide this service in lieu of the Director of Finance.

Section 9. Tax Lien. The Special Tax will be collected and enforced as a separate line item on regular property tax bills. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the Special Tax, which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing. In particular, the City may bill the

2022-2023 Special Taxes directly, and not post those taxes to the regular, security property tax roll. The procedure for collection in any case when the City chooses to collect the Special Tax through direct billing shall be as follows:

After levy by the City Council, whether pursuant to an authorizing ordinance or annual resolution, the City's Director of Finance or his/her designee shall prepare and send to the property owners by first class U.S. Mail, at their addresses shown on the last equalized assessment roll, a tax bill, which shall specify the amount due, give instructions for payment to the City's Director of Finance or his/her designee, state (as is hereby authorized and provided) that the first installment of the Special Tax (50% of the annual Special Tax shall be payable in each installment) shall be delinquent if not received by the City's Finance Director by the close of business on the next succeeding December 10, and the second installment shall be delinquent if not paid to the City's Director of Finance by the close of business on the next succeeding April 10, shall specify (as is hereby authorized and provided) that all delinquencies shall incur immediately a ten percent (10%) penalty, and an additional one and one-half percent (1.5%) penalty on the first day of each month beginning with the next succeeding September 1, and shall specify (as is hereby authorized and provided) that delinquencies are subject to judicial foreclosure under the procedure set forth in Section 53356.1, *et seq.*, of the Government Code.

The City Council, as an alternative enforcement mechanism, may by resolution, elect to place delinquent Special Taxes on the next secured property tax roll. In such event, attorneys' fees and costs to date in any foreclosure action, and penalties on the delinquency through the following December 1, may be included in the amount to be placed on the roll. Both remedies may be pursued simultaneously, but if the property owner pays the regular property tax bill for the subsequent year, including the delinquent Special Tax posted to that bill, the foreclosure action may thereafter be pursued solely for attorneys' fees and costs incurred subsequent to the posting of the delinquent Special Tax on the secured roll.

Section 10. Election. Pursuant to the provisions of the Act and the proposition of the levy of the Special Tax, there shall be submitted to the qualified electors of the CFD at an election, the time, place, and conditions of which election shall be as specified by a separate resolution of the Council. The qualified electors for the election to be held in these proceedings shall be the landowners owning land within the CFD. The City Council will conduct the election by mailed ballot and hereby designates the City Clerk as the official to conduct the mailed-ballot election; provided however, the City Clerk may conduct the election by alternative means if election formalities are waived the landowners.

Section 11. Prior Proceedings Valid. The City Council finds and determines that all proceedings up to and including the adoption of this Resolution were and are valid and in conformity with the requirements of the Act. This determination and finding are final and conclusive in accordance with Government Code Section 53325.1.

Section 12. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED this 5th day of April, 2022 by the following vote:

AYES: Morrow, Sharp, Ramirez, Saltray

NOES: 0

ABSTAIN: Breno

ABSENT: 0

Approved

Kalish Morrow
KALISH MORROW
MAYOR

Attest:

Natalie Corral
NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the 5th day of April, 2022.

Date: 4-5-22

Natalie Corral
City Clerk

EXHIBIT “A”

Services Financed by CFD Special Tax

* * * * *

Community Facilities District No. 2022-01 (Live Oak) (“CFD”) will finance, in whole or in part, the direct and indirect costs of the following services (“services” shall have the meaning given to that term in the Mello-Roos Community Facilities Act of 1982), including all related administrative costs and expenses, and reserves for the replacement of improvements, facilities, and equipment.

Parks

Maintenance, including servicing, repair, improvement, replacement, and removal of parks and park amenities, including, without limitation, landscaping, buildings, sports fields, sports courts, playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, restrooms, barbeques, and other park improvements and amenities within the CFD’s boundaries. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Street Lighting

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of street light improvements, including, without limitation, poles, fixtures, conduits, equipment, guys, anchors, posts, pedestals, and metering devices, within the CFD’s boundaries. Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Stormwater Facilities

Maintenance, including, without limitation, servicing, repair, improvement, replacement, and removal of stormwater drainage facilities within the CFD’s boundaries (includes, without limitation, field inspections, record keeping, cost of permits, and regulatory fees, environmental mitigation monitoring, reporting, vegetation management and weed abatement, and removal of silt, sediment, trash, and debris). Maintenance also includes cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Landscaping and Other Public Improvements

Maintenance, including servicing, repair, improvement, replacement, and removal of parkways, landscape setbacks, landscaped areas, landscaped roadway medians, open space, publicly owned masonry walls, fences, monuments, and features, trails, walking and bicycle paths, etc. Maintenance also includes, without limitation, cleaning and removal of graffiti and payment of electric, water, and other utility costs.

Additional Costs and Expenses

In addition, the following costs will also be financed by the special taxes levied within the CFD and will be allocated to each improvement described above based upon their pro rata share of needed administrative costs, operating reserves, and capital reserves, and actual or estimated delinquencies:

1. Administrative expenses, including, without limitation, the costs incurred to determine, levy, and collect and enforce the special taxes, compensation of City of Hanford employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting special tax installments on general tax rolls, preparation of required reports, and all other costs incurred in the administration and operation of the CFD by the City of Hanford;
2. Any amounts needed for CFD operating reserves and capital reserves;
3. Amounts deposited into a sinking fund for services that could not otherwise be funded in any given fiscal year; and
4. Any amounts needed to cure actual and estimated delinquencies in special taxes for the future, current, and previous fiscal years.

EXHIBIT “B”

RATE AND METHOD OF APPORTIONMENT
CITY OF HANFORD
COMMUNITY FACILITIES DISTRICT NO. 2022-01
(LIVE OAK)

A Special Tax, as hereinafter defined, shall be levied on all Assessor’s Parcels in City of Hanford Community Facilities District No. 2022-01 (Live Oak) ("CFD No. 2022-01") and collected each Fiscal Year commencing in Fiscal Year 2022-2023, in an amount determined by the Council, through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2022-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A DEFINITIONS

The terms hereinafter set forth have the following meanings:

- "Acre" or "Acreage"** means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map, parcel map, condominium plan, or other recorded parcel map.
- "Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.
- "Administrative Expenses"** means the actual or reasonably estimated costs directly or indirectly related to the administration of CFD No 2022-01, including, without limitation: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2022-01 or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-01 for any other administrative purposes of CFD No. 2022-01, including, without limitation, attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.
- "Assessor’s Parcel"** means any real property to which an Assessor’s Parcel Number is assigned as shown on an Assessor’s Parcel Map.
- "Assessor’s Parcel Map"** means an official map of the County Assessor of the County designating parcels by Assessor’s Parcel Number.
- "Assessor’s Parcel Number"** means that number assigned to an Assessor’s Parcel by the County for purposes of identification.
- "Authorized Services"** means the CFD Services, services associated with the Administrative Expenses, and services paid by the Reserve Fund.
- "Benefitted Property"** means developments commonly known as Greenbrier Gardens and Live Oak North, which are part of the City of Hanford Landscaping and Lighting Assessment District No. 07-02 and are conditioned to send stormwater to the Lone Oak Slough Basin located on the CFD.
- "Benefitted Property Contribution"** means an equitable contribution from Benefitted Property

for utilizing the Lone Oak Slough Basin located on the CFD, if any. Benefitted Property Contribution is separate and distinct from payments made by Benefitted Property in accordance with any oversizing and recapture agreement entered by and between the Benefitted Property and the City.

“Boundary Map” means a recorded map(s) which indicates the boundaries of CFD No. 2022-01.

“Building Permit” means the first legal document issued by the City giving official permission for the construction of a building on an Assessor’s Parcel. For purposes of this definition and application of the Special Tax, “Building Permit” may or may not include any subsequent building permits issued or changed after the first issuance, as determined by the CFD Administrator.

“Build-out” means the Fiscal Year in which all Assessor’s Parcels of Taxable Property within CFD No. 2022-01 are classified as Developed Property.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD Formation” means the date on which the Council approved documents to form CFD No. 2022-01.

“CFD No. 2022-01” means the City of Hanford Community Facilities District No. 2022-01 (Live Oak).

“CFD Services” means those services eligible to be funded, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2022-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2022-01 shall finance CFD Services only to the extent that they are in addition to those provided in the territory before the CFD was created and such CFD Services may not supplant services already available within CFD No. 2022-01 when the CFD was created.

“City” means the City of Hanford.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco-Oakland-Hayward, CA Area, measured as of the month of December in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco-Oakland-Hayward, CA Area.

“Council” means the Hanford City Council.

“County” means the County of Kings.

“Developed Property” means, for each Fiscal Year, all Taxable Property located within a Final Map that was recorded as of January 1 of the prior Fiscal Year, for which a Building Permit was issued prior to May 1 of the prior Fiscal Year.

“Dwelling Unit” means one residential unit of any configuration, including, but not limited to, a single-family attached or detached dwelling, condominium, mobile home, or otherwise.

“Exempt Welfare Exemption Property” means, for each Fiscal Year, an Assessor’s Parcel that is (a) receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County’s assessor’s roll finalized as of January 1 of the previous Fiscal Year, and (b) exempt from the Special Tax pursuant to Section

53340(c) of the Act.

“Final Map” means (i) a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots or parcels for which Building Permits may be issued without further subdivision, or (ii) for condominiums, a final map approved by the City and a condominium plan recorded pursuant to California Civil Code Section 4285 creating such individual lots or parcels.

“Final Mapped Property” means all Assessor’s Parcels of Taxable Property: (i) that are included in a Final Map recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied; and (ii) for which a Building Permit has not been issued on or before May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the categories listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner Association” means, collectively, any property owner association or homeowners association, including any master or sub-association, created for any property in CFD No. 2022-01.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 2022-01 that was owned by a Property Owner Association, as of January 1 of the prior Fiscal Year.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Final Mapped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Final Mapped Property.

“Public Property” means, for each Fiscal Year, any property within CFD No. 2022-01 that is owned by, irrevocably offered for dedication to, or dedicated to the federal government, the State, the City, or any other public agency as of June 30 of the prior Fiscal Year; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use. To ensure that property is classified as Public Property in the first Fiscal Year after it is acquired by, irrevocably offered for dedication to, or dedicated to a public agency, the property owner shall notify the CFD Administrator in writing of such acquisition, offer, or dedication not later than June 30 of the Fiscal Year in which the acquisition, offer, or dedication occurred.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Taxes, City of Hanford, Community Facilities District No. 2022-01 (Live Oak).

“Reserve Fund” means a reserve fund to be used for one-time setup costs, capital replacement, and unexpected CFD Services costs.

“Reserve Fund Replenishment” means that amount to restore the Reserve Fund to a desired balance, as determined by the CFD Administrator. Notwithstanding the foregoing, the Reserve

Fund Replenishment shall not exceed 20% of the CFD Services costs for such Fiscal Year.

"Residential Property" means Assessor's Parcels of Taxable Property for which a Building Permit has been issued for purposes of constructing one or more Dwelling Units.

"Resolution of Formation" means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2022-01.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means that amount to pay for Authorized Services and Reserve Fund Replenishment, less Benefitted Property Contribution and a credit for funds available to reduce the Special Tax levy, if any, as determined by the CFD Administrator. The City is under no obligation to pursue any Benefitted Property Contribution and makes no commitments that Benefitted Property Contribution will be collected in the future. Notwithstanding the forgoing, the Special Tax Requirement shall not exceed the Maximum Special Tax in any given Fiscal Year.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2022-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Final Mapped Property, Public Property, or Property Owner's Association Property.

B ASSIGNMENT TO LAND USE CLASSES

Each Fiscal Year, beginning with Fiscal Year 2022-2023, each Assessor's Parcel of Taxable Property shall be classified as Developed Property, Final Mapped Property, Undeveloped Property, Public Property and/or Property Owner's Association Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property.

C MAXIMUM SPECIAL TAX

C.1 Developed Property

C.1.a Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2022-2023 for Developed Property is shown below in Table 1.

Table 1: Maximum Special Taxes for Developed Property

1	Residential Property	\$897 Per Dwelling Unit
2	Non-Residential Property	\$3,885 Per Acre

C.1.b Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on the Assessor's Parcel. The CFD

Administrator’s allocation to each Land Use Class shall be final.

C.1.c Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2023, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.2 Final Mapped Property

The Fiscal Year 2022-2023 Maximum Special Tax for each Assessor’s Parcel of Final Mapped Property shall be \$897 per Dwelling Unit, multiplied by the number of Dwelling Units anticipated to be constructed thereon, and shall increase annually thereafter, commencing on July 1, 2023 and on July 1 of each Fiscal Year thereafter, by the greater of the change in the Consumer Price Index during the 12 months prior to December of the previous Fiscal Year and three and fifty hundredth percent (3.50%), not to exceed six percent (6.00%).

C.3 Undeveloped Property

The Special Tax shall not be levied on any Undeveloped Property.

D APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the City shall levy the Special Tax as follows:

First: The Special Tax shall be levied Proportionately on each Assessor’s Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax; and

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Final Mapped Property at up to 100% of the applicable Maximum Special Tax.

E PREPAYMENT

No prepayments of the Special Tax are permitted.

F EXEMPTIONS

No Special Tax shall be levied on (i) Assessor’s Parcels which are Public Property, Property Owner Association Property, or Exempt Welfare Exemption Property; (ii) Assessor’s Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization; (iii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iv) Assessor’s Parcels which are privately owned and are encumbered by or restricted solely for public uses; or (v) Assessor’s Parcels restricted to other types of public uses determined by the CFD Administrator.

G APPEALS AND INTERPRETATIONS

Any taxpayer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant’s property

and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 3 business days in which to appeal to the City by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator’s determination. The appeal procedures identified in Hanford Municipal Code Section 5.04.260, which is incorporated herein by reference, shall, to the maximum extent feasible, apply to appeals of the CFD Administrator’s determinations.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2022-01 may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor’s Parcels as permitted by the Act.

I TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the Council.



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Approval of a Memorandum of Understanding (MOU) between the City of Hanford and Kings County, pertaining to the annexation of the remaining "substantially surrounded islands" within the City of Hanford.

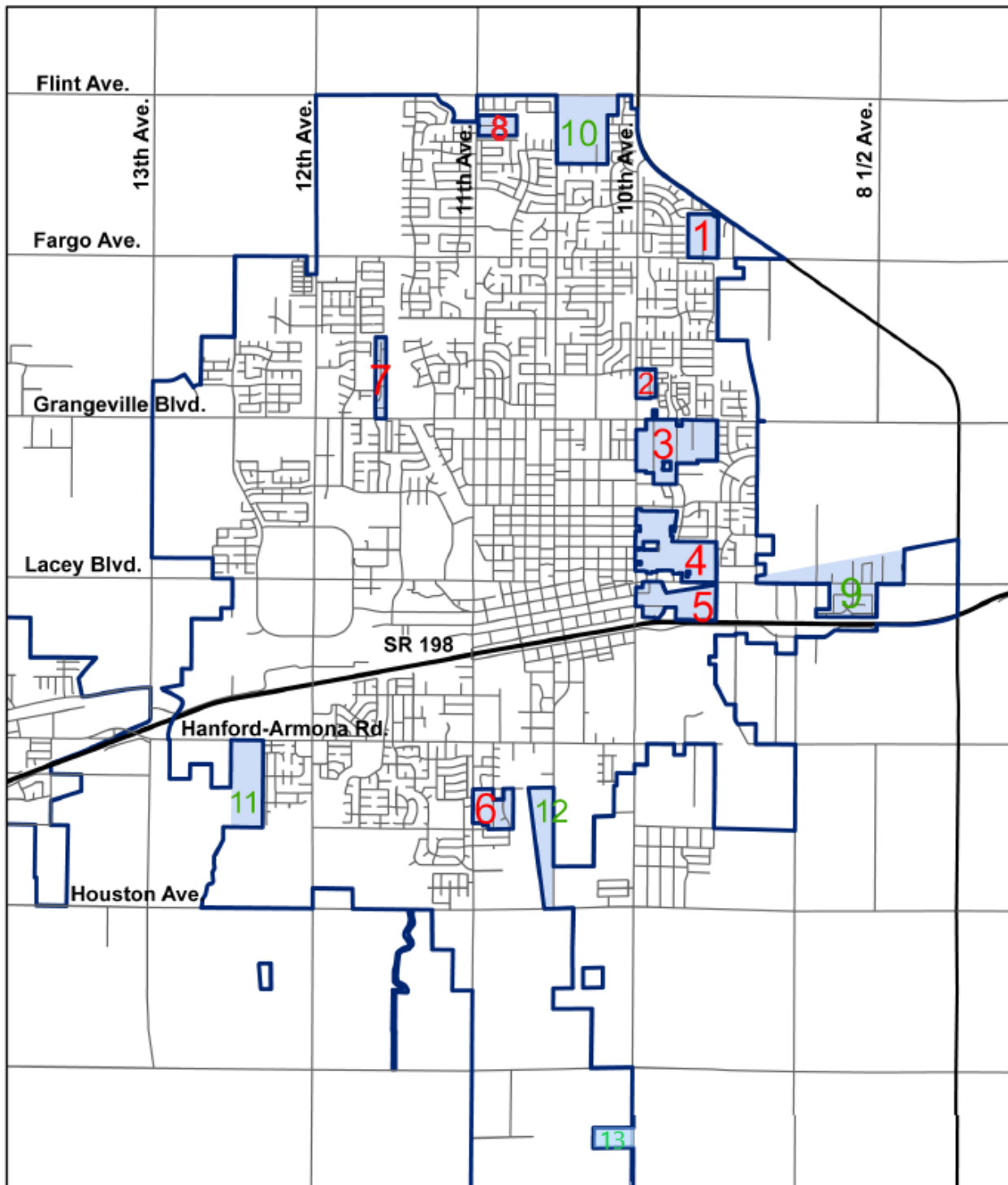
RECOMMENDATION:

Recommendation: Authorize the City to enter into a Memorandum of Understanding with Kings County for the annexation of the remaining substantially surrounded islands.

Recommended Motion: I move to execute the MOU, as presented.

As part of the Reorganization project, underway by QK, the City has prepared a Memorandum of Understanding (MOU), agreeing that the City will annex the remaining five substantially surrounded islands (Island 9-13) from the Kings County jurisdiction within an 18-month period.

HANFORD



The MOU agrees to a timeline and transition of services upon annexation. The substantially surrounded islands are subject to streamlined proceedings, in accordance with State Law.

ATTACHMENTS:

1. Memorandum of Understanding

Memorandum of Understanding

Annexation of Five Substantially Surrounded Islands within the City of Hanford

This Memorandum of Understanding ("MOU") by and between the County of Kings, a political subdivision of the State of California (the "County"), and the City of Hanford, a municipal corporation (the "City"), (collectively the "Parties"), provides as follows:

WHEREAS, there are five (5) unincorporated territories substantially surrounded by the City ("County Islands"), that are more particularly described in the attached Exhibit A, shown as Island 9, 10, 11, 12, and 13, which is incorporated herein by reference;

WHEREAS, the County must currently maintain and provide services to the County Islands;

WHEREAS, the County's provision of services to the County Islands creates operational inefficiencies, including, but not limited to, inefficiencies where the City and the County provide the same service to different portions of the same neighborhood within each jurisdiction and crisscrossing the other's territory as it provides said services;

WHEREAS, confusion is generated among some residents as to which jurisdiction is responsible for addressing problems and concerns, or who they should approach to obtain assistance;

WHEREAS, the City is willing to annex the County Islands to improve services and provide better responsiveness to residents about concerns within their affected neighborhoods;

WHEREAS, upon annexation of the County Islands, the County will allocate revenues to the City according to the Master Tax Sharing Agreement, as previously negotiated between the Parties;

WHEREAS, the City and the County each have unique concerns about the financial implications of the City's annexation of the County Islands, including the transfer of tax revenues and the cost of new service to be provided by the City;

WHEREAS, the City and the County have agreed to certain terms that will provide a vehicle for addressing a portion of the new costs that will be incurred by the City as a result of the annexation of the County Islands;

WHEREAS, this MOU will provide a clear path for the City to initiate and complete annexation of the County Islands; and

WHEREAS, the City and the County desire to memorialize these terms by executing an MOU.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The recitals set forth above are hereby incorporated into this MOU by reference.
2. The City will initiate the process to annex the County Islands upon execution of this MOU.
3. The City will utilize a good faith effort to complete the annexation of the County Islands within 18 months of MOU execution.
4. This MOU does not amend the agreement for automatic mutual aid for fire services executed by the City and the County, which was effective on December 22, 2015 ("Auto Aid Agreement"). The terms of the Auto Aid Agreement shall remain in full force and effect, and it is the Parties'

intent that the terms of that Auto Aid Agreement shall apply to the County Islands after their annexation by the City.

5. The County and the City are the only parties to this MOU and are the only parties entitle to enforce its terms. Nothing in this MOU bestows, is intended to bestow, or shall be construed to bestow any right or benefit, whether directly, indirectly, or otherwise, to any third persons.
6. If an action at law or in equity is necessary to enforce or interpret the terms of this MOU, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other reasonable relief to which it may be entitled.
7. Amendments to this MOU shall be effective only if they are in writing and signed by both Parties.

The undersigned representatives, by executing this MOU, covenant that they are authorized to execute this agreement on behalf of their respective public entities.

County of Kings

City of Hanford

Travis Paden

Kings County Board of Supervisors

City of Hanford Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

Ty Mizote, City Attorney

ATTEST

ATTEST

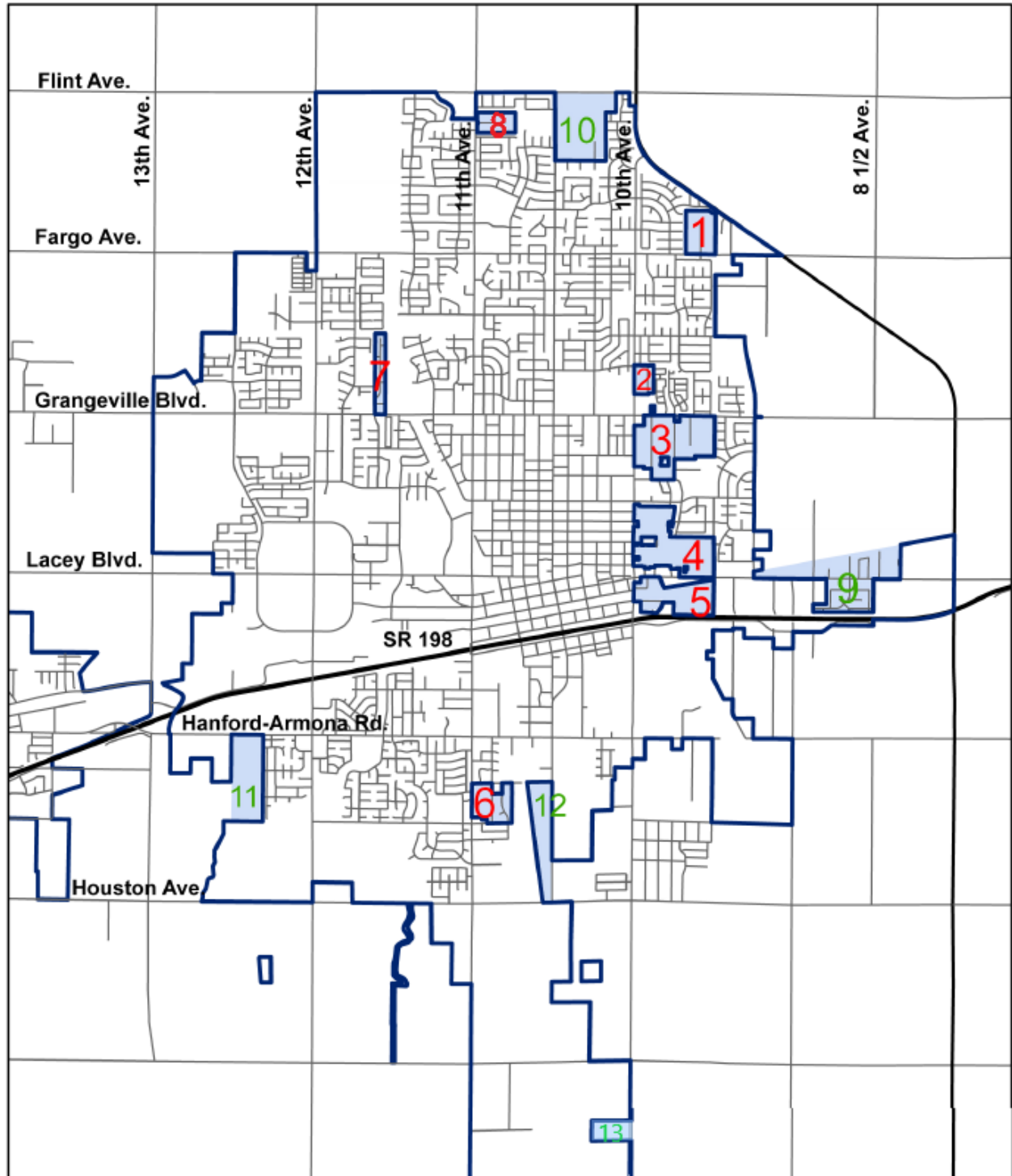
Catherine Venturella

Natalie Corral

Clerk to the Board of Supervisor

City Clerk

HANFORD





AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Approval of the Notice of Completion of the Police Activities League Parking Lot Expansion Project for a total final project cost of \$491,945.31, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder's Office.

RECOMMENDATION:

Recommendation:

That the City Council, by motion, approve the Notice of Completion for the Police Activities League Parking Lot Expansion Project for a total final project cost of \$491,945.31, and Authorize the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder's Office.

BACKGROUND:

The Police Activities League Building is located at the corner of 11th and Rodgers Road in Hanford, Ca. This building was purchased by the City of Hanford and is home to the (PAL) Police Activities League as well as utilized as storage for vehicles for the Police Department. PAL provides community activities such as boxing and jujitsu for youth in the community.

The parking lot previously consisted of a dirt lot which did not provide enough parking stalls to accommodate the facility's activities or comply with the Americans with Disabilities Act (ADA). This project provided a new drive approach, chain link fence, block wall, new trash enclosure, paved parking lot and an increase in the number of stalls from 3 to 16, including ADA parking. In addition, a new concrete pad was installed to properly store the Police Department's SWAT vehicle.

During this project, unforeseen conditions arose which were not contemplated by the plans or specifications, and additional work became necessary. The unforeseen conditions required that direction be given to the contractor in an expeditious manner to avoid costly interruption and was necessary for management and control of the contracts. All change orders were negotiated to the lowest cost, prepared, and captured all additional work outside the original scope of the project. Reductions and/or additional costs resulting in a change of the scope were reviewed by City management and meet the public work standard specification for the City of Hanford.

There were eight (8) construction contract change orders on this project, with a net increase of \$43,644.41.

1	Awarded add alternative (block wall)	\$5,325.00
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2	Property Clearance	\$5,405.85
3	Asphalt replacement	\$4,107.00
4	Demo	\$1,575.00
5	Water Line Sleeve	\$875.00
6	BOQ – Asphalt	\$8,170.56
7	Additional AC – Drive Approach	\$6,975.00
8	Concrete pad CO	\$11,211.00

There were problems with the paving on this project. Specifically, asphalt was not graded properly, resulting in poor drainage from the site. Pavement removal and replacement was contemplated, however, it was determined that this would be ineffective due to the grade outside of the project boundaries. Instead, wetwells were installed just outside of the paved areas and additional pavement was added to raise low spots. Areas that received this additional material were reheated and mixed thoroughly, leaving a durable finished product.

FISCAL IMPACT:

The Community Development Block Grant and the ACO Fund provided \$450,267.60 for this project including contingencies. An appropriation transfer of \$40,000 from the ACO Fund Veterans Building Roof Replacement project (#823602) was required to fully fund the construction of this project. A copy of the final project construction and finance history report is attached for Council review.

ATTACHMENTS:

1. NOC - Recording Original PDF
2. NOC - Recording Original WORD
3. Final Project Financial History Report

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: 896 N. 11th Ave. Hanford Ca 93230
2. The Improvement is particularly described as: Site Improvement & Pavement Resurfacing.
3. The date of completion of the work of Improvement: May 10, 2023
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement: Nick Champi Enterprises, Inc.
7. The surety for the work of Improvement: Philadelphia Indemnity Insurance Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: July 18, 2023

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 18th day of July 2023

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

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2. The Improvement is particularly described as: Site Improvement & Pavement Resurfacing.
3. The date of completion of the work of Improvement: May 10, 2023
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement: Nick Champi Enterprises, Inc.
7. The surety for the work of Improvement: Philadelphia Indemnity Insurance Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: July 18, 2023

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 18th day of July 2023

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: Police Parking Activities League Parking Lot Expansion Project
CONTRACTOR: Nick Champi Enterprises, Inc.
615 N. 10th Ave.
Hanford CA 93230

CONTRACT DATES:	Council Award	July 19, 2022
	Bid Opening	June 14, 2022
	Contractor Started Work	October 3, 2022
	Contract Time of Completion	November 19, 2022
	Contractor Completed Work	May 10, 2023

CONSTRUCTION CONTRACT CHANGE ORDERS:

1	Awarded add alternative (block wall)	\$5,325.00
2	Property Clearance	\$5,405.85
3	Asphalt replacement	\$4,107.00
4	Demo	\$1,575.00
5	Water Line Sleeve	\$875.00
6	BOQ – Asphalt	\$8,170.56
7	Additional AC – Drive Approach	\$6,975.00
8	Concrete pad CO	\$11,211.00

FINANCIAL HISTORY:

REVENUE OF PROJECT FUNDING

Community Development Block Grant	\$239,000.00
ACO Fund	\$211,267.60
ACO (Additional Appropriations)	\$40,000.00

TOTAL BUDGET FUNDING	\$490,267.00
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PROJECT EXPENDITURE:

Hanford Sentinel - Project Advertisement	\$1,340.67
Building Permit Fees	\$934.55
Nick Champi Construction Contract	\$468,175.41
Valley Security Alarm	\$3,195.00
QK (Construction Staking)	\$8,448.20
QK (Additional Topo)	\$2,009.50
QK (Pad Staking)	\$1,415.00
Kleinfelder (Materials Testing)	\$3,782.73
Zumwalt (Topo)	\$2,644.25

Total Construction Cost	\$491,945.31
Balance	-\$1,678.31



AGENDA STAFF REPORT

MEETING DATE: 7/18/2023

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Approval of the Notice of Completion for the Police Department Parking Lot Expansion Project for a final project cost of \$593,749.19, and Authorization for the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder of Office.

RECOMMENDATION:

Recommendation:

That the City Council, by motion, approve the Notice of Completion for the Police Parking Lot Expansion Project for a final project cost of \$593,749.19, and Authorize the Mayor to execute and the City Clerk to file said Notice with the Kings County Recorder's Office.

BACKGROUND:

As part of the 2021/22 Council Adopted Budget, Council approved an expansion to the secure parking area between the Hanford police department buildings. This project consisted of the reconfiguration and redesign of existing parking spaces located east of the Police Station to provide for additional and more efficient parking. This project also included fencing and gates to secure the area. Existing parking areas located east of the police station (east of alley) were inefficient and functioned poorly. The reconfiguration of parking in this area added additional parking stalls and allowed for more efficient use of the space.

The project was put out for bid and American Paving of Fresno supplied the low bid of \$510,674.04.

Unforeseen conditions arose which were not contemplated by the plans or specifications, and additional work became necessary. The unforeseen conditions required that direction be given to the contractor in an expeditious manner to avoid costly interruption and was necessary for management and control of the contracts. All change orders were negotiated to the lowest cost, prepared, and captured all additional work outside the original scope of the project. Reductions and/or additional costs resulting in a change of the scope were reviewed by city management and meet the public work standard specification for the City of Hanford.

There were eight (8) contract change orders on this project, which resulted in a net increase of \$83,075.15 to the original contract, with a final project cost of \$593,749.19.

Contract change orders:

1	Additional Electric Gate	\$41,500
2	Demo Awning	\$3,900
3	Transite pipe	\$2,472.50

4	Demo concrete footing	\$6,950
5	Transite pipe credit	-\$400
5.1	SPR Revisions	\$5,759.19
5.2	Electrical revisions	\$13,656.25
6	Roof drain modifications	\$2,950
7	Balance of Quanties	-\$13,712.79
8	Reverse LD's	\$20,000.00

After the paving was completed, initial testing revealed that the asphalt did not pass compaction testing. In other places, the asphalt was poorly mixed, resulting in exposed gravel and poor adhesion. After further testing using a second approved standard method, the compaction proved to meet design criteria. To address the exposed gravel locations, an infrared heater was used to heat the placed asphalt and additional material was incorporated into the mix. The application of the fog seal coat provided a uniform looking parking lot.

FISCAL IMPACT:

The Police Impact Fee Fund and the ARPA Fund have currently provided \$564,336.69 for this project, including contingencies. An appropriation transfer of \$39,000.00 from the ACO fund project Veterans Building Roof Replacement (#823602) was required to fully fund the construction of this project, resulting in a budget of \$603,336.69. A copy of the final project construction and finance history report is attached for Council review.

ATTACHMENTS:

1. NOC - Recording Original WORD
2. Final Project Construction & Financial History Report REV1

RECORDING REQUESTED BY:
CITY OF HANFORD

When recorded return to:

City Clerk
City of Hanford
315 North Douty Street
Hanford, California 93230-3951

G.C. 27361.3 - Fee NIL

NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located: 425 N. Irwin St. Hanford Ca 93230
2. The Improvement is particularly described as: Pavement Resurfacing / Site Improvements
3. The date of completion of the work of Improvement: June 13, 2023
4. The Owner of the work of Improvement: City of Hanford.
5. The nature of the owner's interest or estate: Fee Simple Title.
6. The name of the original contractor for the work of Improvement: American Paving Co.
7. The surety for the work of Improvement: Liberty Mutual Company
8. All work for this project has been completed.
9. Accepted by minute action of the City Council of the City of Hanford on: July 18, 2023

I certify under penalty of perjury that the foregoing is true and correct.
Dated this 18th day of July 2023

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this ____ day of _____, 2023.

BY: _____
Travis Paden, Mayor
City of Hanford, County of Kings, State of California

Authority: Section 1181 Civil Code

FINAL PROJECT CONSTRUCTION AND FINANCE HISTORY

PROJECT: Police Parking Lot Expansion Project
CONTRACTOR: American Paving
525 W. Alluvial Avenue
Fresno Ca 93711

CONTRACT DATES:	Council Award	August 02, 2022
	Bid Opening	June 21, 2022
	Contractor Started Work	September 26, 2022
	Contract Time of Completion	January 3, 2023
	Contractor Completed Work	June 13, 2023

CONTRACT CHANGE ORDERS:

1	Additional Electric Gate	\$41,500.00
2	Demo Awning	\$3,900.00
3	Transite Pipe	\$2,472.50
4	Demo Concrete Footing	\$6,950.00
5	Transit Pipe Credit	-\$400.00
5.1	SPR revisions	\$5,759.19
5.2	Electrical Revisions	\$13,656.25
6	Roof Drain Modification	\$2,950.00
7	LD's & BOQ	-\$13,712.79
8	Reverse LD's	\$20,000.00

FINANCIAL HISTORY:

REVENUE OF PROJECT FUNDING (Munis)

Police Impact Fee Fund	\$414,336.69
ARPR Fund	\$150,000.00
ACO (Additional Appropriations)	\$39,000.00

TOTAL BUDGET FUNDING

\$603,336.69

PROJECT EXPENDITURE:

Hanford Sentinel - Project Advertisement
Building Permit Fees
American Paving Construction Contract
Valley Security Alarm
Champi Fence (Evidence Locker)
McClard Masonry (Wall Repair)
QK (Construction Staking)
Kleinfelder (Materials Testing)

Total Construction Cost	\$593,749.19
Balance (Credit)	<u>- \$9,587.50</u>

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
12/20/2022	Presentation to City Council regarding Youth Sports Activities and related field usage and level of services provided after the formation of the Field Sports Advisory Committee	Council Consensus	Brad Albert	9/19/2023
3/21/2023	Discussion regarding the feasibility of implementing a permitting system to allow for portable basketball hoops within the City's Right of Way	Council Consensus	Various Staff	8/1/2023
5/16/2023	Review and Discussion of the Council Handbook of Rules and Procedures	Council Consensus	City Manager	8/1/2023