



## **AGENDA- CITY COUNCIL MEETING**

Tuesday, September 26, 2023

6:30 PM

Page

**1. CALL TO ORDER.**

**2. PLEDGE OF ALLEGIANCE.**

Invocation will be given by 6th Ward Councilmember Will Forgrave.

**3. ROLL CALL.**

**4. ADOPTION OF AGENDA.**

**5. PRESENTATIONS/PROCLAMATIONS.**

5.1 GovHR - Review of recent wage study.

**6. PUBLIC HEARINGS.**

6.1 Conduct a Public Hearing to receive citizen comment for the City's use of JAG grant funds.

6.2 Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance  
Conduct a Public Hearing to Receive Citizen Comment for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Program Performance

6 - 36


[2022-2023 CAPER CC Agenda Packet Item.pdf](#) 

**7. CITIZEN COMMENTS.**

(3-Minute Limit)

**8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.**

(Accept and Place on File)


- 8.1 MLCC Acknowledgement Letter - Tilted Arcade, LLC 37 - 38  
[Tilted MLCC application.pdf](#)   
*Accept and place on file a letter from the Michigan Liquor Control Commission regarding the ownership transfer application submitted to the State from Tilted Arcade, LLC for a Class C License.*

## 9. CONSENT CALENDAR

### Consent Action

- 9.1 Minutes of the Regular Meeting of September 12, 2023 39 - 47  
[CCMIN 9.12.23.pdf](#)   
*Approve the minutes from the regular meeting of the City Council on September 12, 2023*
- 9.2 Racial Equity Commission Resignation 48  
[Michael Johnson - Board Resignation Letter.pdf](#) 
- 9.3 Special Event Application: Art Walk 49 - 55  
[SEA--Art Walk DDA.pdf](#)   
*Approve a request from the Jackson Downtown Development Authority to host their Art Walk on Friday, October 6, 2023, from 4 pm – 7 pm in downtown Jackson.*
- 9.4 Special Event Application: ETA: Emerging Technology in Art Festival 56 - 65  
[SEA- Jackson Young ETA.pdf](#)   
*Approve a request from the Jackson Young Professionals to host their ETA: Emerging Technology in Art Festival on Friday, October 13, 2023, in the streets and parking lots of downtown Jackson.*

## 10. OTHER BUSINESS.

- 10.1 Ordinance No. 515 66 - 67  
[Ordinance No. 515 agenda item.pdf](#)   
*Approve the second reading/final adoption of Ordinance No. 515 establishing the compensation rates for administrative and supervisory employees of the City of Jackson*

- 10.2 Ordinance No. 2023-06 68 - 70

[Ordinance No. 2023-06.pdf](#) 

*Approve the second reading/final adoption of Ordinance No. 2023-06 amending the hours of operations for Marihuana Provisioning Centers and Retail Establishments in the City of Jackson.*

10.3 Ordinance No. 2023-07 71 - 81

[ORDINANCE NO 2023-07 agenda packet.pdf](#) 

*Approve the second reading/final adoption of Ordinance No. 2023-07 amending Chapter 28, Article IX, Section 28-253 removing all language from the section as it pertains to revocable licenses for signs and/or awnings and amending permit and conditional use requirements for specific types of signs as recommended by the City of Jackson Planning Commission.*

10.4 Ordinance No. 2023-08 82 - 86

[ORDINANCE NO 2023-08 agenda packet.pdf](#) 

*Approve the second reading/final adoption of Ordinance No. 2023-08 amending Chapter 28, Article IX, Section 28-257 removing all language from the section as it pertains to revocable licenses for signs and/or awning in the right of way as recommended by the City of Jackson Planning Commission.*

10.5 Ordinance No. 2023-09 87 - 89

[ORDINANCE NO 2023-09 agenda packet.pdf](#) 

*Approve the second reading/final adoption of Ordinance No. 2023-09 repealing Chapter 28, Article V, Section 28-166 to conform with changes made in Ordinance Nos. 2023-07 and 2023-08.*

## **11. NEW BUSINESS.**






11.1 Approve the sale of four City owned vacant lots, to the Greater Jackson Habitat for Humanity for the purpose of building new homes. 90 - 101

[Habitat for Humanity Agenda Packet.pdf](#) 

*Approve the sale of four City owned property located at 652 Cooper Street and 316 E Trail Street (combined to one lot) and 654 and 656 Cooper Street (combined to one lot) to the Greater Jackson Habitat for Humanity for the purpose of building two new, single-family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.*

- 11.2 City of Jackson Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal 102 - 104  
[Downtown Sidewalk & Snow Removal Contract Extension 23-24.pdf](#)   
*Approval of the second one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$90,352 for the fiscal year 2023/24.*
- 11.3 Memorandum of Understanding for JAG Grant 105 - 107  
[JAG Memo of Understanding.pdf](#)   
*Authorize the City Manager to sign a Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use \$51,526 in federal grant monies.*
- 11.4 Authorize submission of the 2022 – 2023 CAPER to HUD. 108 - 138  
 Authorize Submission of the 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)  
[2022-2023 CAPER CC Agenda Packet Item.pdf](#) 
- 11.5 Contract Award for 60” Interceptor Cleaning and Televising Engineering 139 - 142  
[Engineering Contract Award Interceptor Cleaning.pdf](#)   
*Approve the award for the 60” Interceptor Cleaning and Televising Engineering contract to Fishbeck of Lansing, Michigan in the amount of \$73,500.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*
- 11.6 Revision of Sec. 4.4 of Chapter 4 (Animals) to the City Code of Ordinances  
[Cover Memo and Dept Report - Animal Ordinance 9.15.23.pdf](#)   
[Sec. 4.4 Amended Animal Ordinance \(Clean\) 9.15.23 final.pdf](#)   
[Sec. 4.4 Amended Animal Ordinance \(Track Changes\) 9.15.23 final.pdf](#)   
*Approve for first reading an amendment to Section 4.4 of Chapter 4 of the City Code of Ordinances to change the word "poisonous" to*

*"venomous" to better describe the prohibition on owning of certain reptiles within the City of Jackson.*

- 11.7 Revision to Sec. 14-42.1 of Chapter 14 (Housing)  
[Cover Letter and Dept Report - Amendment to Sec. 14-42.1.pdf](#)   
[Sec. 14-42.1. Amended Ordinance \(Clean\).pdf](#)   
[Sec. 14-42.1. Amended Ordinance \(Track Changes\).pdf](#)   
*Approve for first reading an amendment to Section 14-42.1 of Chapter 14 of the City Code, to include a provision confirming certificates of compliance are transferrable as between owners of a rental property, and authorize the City Attorney to make minor modifications.*
- 11.8 Approve the purchase of one Pierce fire engine. 143 - 240  
[9-26-23 - Pierce Purchase ARPA.pdf](#)   
*Approve the purchase of a 2024 Pierce fire engine at a cost not to exceed \$850,000, where the funds would be obligated from the City's American Rescue Plan Act funds.*
- 11.9 Global M3 Mechanical Street Sweeper Purchase 241 - 298  
[Global M3 Mechanical Street Sweeper Purchase.pdf](#)   
*Approval of the purchase of one Global M3 Mechanical Street Sweeper, from MTECH Company, of Cleveland, Ohio at a cost of \$270,502, with \$149,797 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$120,705 to be funded with Motor Pool funds. If excess funds remain after the final payments are made for previously approved Motor Pool equipment funded by City Local Recovery Funds under the American Rescue Plan Act those remaining funds will be utilized before using Motor Pool funds for the balance of the Street Sweeper purchase.*

**12. CITY COUNCILMEMBER'S COMMENTS.**

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 26, 2023

**SUBJECT:** Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

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**Recommendation:**

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD before September 29, 2023.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** September 26, 2023

**RECOMMENDATION:** Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

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### SUMMARY

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD.

### BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

### HISTORY, BACKGROUND and DISCUSSION

The attached CAPER summarizes the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the 2022-2023 fiscal year. Federal regulations [24 CFR 91.105(d)] require a public comment period for the CAPER of no less than 15 days. To meet the City's public comment requirement specified by regulation, copies of the draft CAPER have been available for public review since September 8, 2023 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website. As of the date of this memo, staff has not received comments from the public about program performance; the public comment period remains open through the Public Hearing.

### DISCUSSION OF THE ISSUE

Federal regulation [24 CFR 105(e)] and the City's Citizen Participation Plan require a Public Hearing to receive citizen comment on program performance. Comments received during the Public Hearing will be incorporated into the CAPER before submission to HUD.

All publication requirements and comment periods will be met by September 26, 2023, allowing sufficient time for remittance to HUD by September 29, 2023. Each Councilmember received a draft copy of the CAPER on September 8, 2023 and may request modifications if deemed necessary before submission.

## POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment regarding the CAPER and authorize submission to HUD by September 29, 2023.

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### ATTACHMENTS

- CAPER

# JACKSON

Founded 1829



*Before*



*After*

## 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

### Community Development Department

The attached document is a draft report. Please  
display until:

**Tuesday, September 26, 2023**

Citizens are encouraged to provide comments regarding  
this report in writing to:

Community Development Department

ATTN: Cory Mays

161 W Michigan Ave, Jackson, MI 49201

E-mail: [cmays@cityofjackson.org](mailto:cmays@cityofjackson.org)



## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) describes the results of activities completed by the City of Jackson to accomplish the outcomes identified in the 2022-2023 Annual Action Plan for the period of July 1, 2022 through June 20, 2023. This is the third CAPER submitted in association with the 2020-2024 Five-Year Consolidated plan. Some goals in the Annual Action Plan take more than one year to achieve and are ongoing; however, all funded activities continue to further the Consolidated Plan's priorities of providing decent, safe, sanitary, and affordable housing; reducing blight through code enforcement or demolition; and improving the suitable living environment in distressed neighborhoods by sustaining public infrastructure and facilities.

As an entitlement community, the City of Jackson received two CDBG-CV formula allocations from the CARES Act totaling \$945,445. At the onset, the Jackson City Council initiated a Homeless Prevention Program through its subgrantee, Community Action Agency (CAA) to utilize over three categories: Eviction Protection, Water Shutoff Prevention, and Foreclosure Prevention. The Homeless Prevention project was initially successful when first implemented in mid-2020; however, as additional federal and state resources funneled into Jackson, the CDBG-CV funds became less critical as a supporting means to meet the immediate needs of the community. City staff attempted to partner with other entities in the community. Unfortunately, attempts to redirect the use of CDBG-CV funds was either met with disinterest or, after planning a viable use, other funds were made available that would duplicate the service so plans for CDBG-CV were abandoned.

Under the original CARES Act rules and regulations for the use of CDBG-CV funds, 80% (or \$756,356) needed to be spent by the end of May 2023. As HUD published additional guidance, it became apparent a good project to support that would not create a duplication of benefits was to undertake public facility improvements. Funding was reallocated to provide upgrades to the Loomis Park Boos Center HVAC system. Upgrades to the HVAC system were completed during the previous program year, and additional funds were allocated to an East Walking Trail project in Loomis Park. This included the creation of a winding path through the East end of Loomis Park, and the addition of numerous exercise "pods" to encourage socially distanced outdoor recreation. The 80% expenditure requirement was removed by HUD in April 2023, allowing any unused funds to be spent no later than June 2, 2026. Additional projects are being considered to complete the City's CDBG-CV spending.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected, Strategic Plan	Actual, Strategic Plan	Percent Complete	Expected, Program Year	Actual, Program Year	Percent Complete
CHDO - New Construction	Affordable Housing	HOME: \$219,790.55	Homeowner Housing Added	Household Housing Unit	5	3	60.00%	1	3	300.00%
Code Enforcement (legal)	Non-Housing Community Development	CDBG: \$20,403.07	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	768	153.60%	300	337	112.33%
Homebuyer Rehabilitation	Affordable Housing	\$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%	8	0	0.00%
Homeowner Rehabilitation	Affordable Housing	CDBG: \$ 72,208.13 HOME: \$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	75	36	48.00%	10	5	50.00%
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: \$1,640,312.95	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3180	4950	155.66%	4950	4950	100.00%
Residential Demolition	Clearance and Demolition	CDBG: \$211,509	Buildings Demolished	Buildings	100	43	43.00%	10	11	110.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

As noted in the 5-Year Consolidated Plan, public facilities and infrastructure improvements are solely the responsibility of the City of Jackson to maintain. Diminishing revenue streams and increasing costs to provide services the community expects from its government deferred the maintenance of streets and parks. Rehabilitation of the Boos Center and Loomis Park continued based on priority needs identified through an architectural/engineering assessment, and included replacement of the playground outside the Boos Center to improve the safety and accessibility for neighborhood children. The next phase of the Boos Center project will continue in the 2023-2024 program year, including partial building demolition and interior improvements. Public infrastructure projects started during the 2022-2023 program year included reconstruction of the pavement and curbs, and the replacement of water mains and lead service lines where needed on Perrine Street, from Michigan Avenue to Burr Street. This project remains ongoing, but is near completion.

In August 2020, City Council approved the addition of a partial rehabilitation option to replace a home’s major components that are nearing the end of their useful life. Preference is given to a homeowner with a failing major component. By adding this option, the City is able to help additional homeowners replace the more expensive repairs a home needs, allowing them to use their limited maintenance budgets for more cosmetic improvements. The City also reduced the amount of time a lien was placed on a property from 10 or 20 years to five (5) to 10 years, depending on the level of rehabilitation offered. Five (5) low-income homeowner properties received major component improvements during the program year.

Demolition of foreclosed, vacant, or abandoned residential properties continues to be a measure used by the City to remove blighting effects in residential neighborhoods primarily comprised of low income households. With a change in City leadership, more homes acquired through tax reversion are being sold to responsible homebuyers or real estate investors, reducing the number of properties slated for demolition and providing more affordable housing options in the community. However, some tax reverted properties have suffered years of neglect and deferred maintenance and still require removal through demolition. Eleven (11) demolitions were completed during the 2022-2023 program year. Being an activity under the Slum/Blight Spot Basis National Objective, staff closely tracks the 30% cap which limits the number of demolition projects that can be undertaken during a program year.

## Goals and Objectives Narrative

The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in 2022. The intended beneficiaries, project sites, and outcomes did not change; however, the timing of when rehabilitation would take place did. The original homebuyer rehabilitation plan created barriers to financing for the homebuyer because it would establish second and third mortgages. Lenders balked with this type of financing structure and, with mortgage interest rates rising, the earlier a loan could close with a homebuyer the more affordable the house remained.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities.

The Jackson Housing Commission / City of Jackson received a Choice Neighborhoods Planning Grant and are conducting a housing needs assessment for the Choice Neighborhood encompassing downtown and area neighborhoods, especially south of downtown. Application for a larger implementation grant continues to be a goal, with plans underway for site selection and additional HUD requirements so this project can move forward over the next 1-3 years. Additionally, the City of Jackson hired Zimmerman/Volk to conduct a housing needs assessment and a target market survey comprising the entire City.

The City of Jackson also recently created an Affordable Housing Development Board (AHDB) in November 2021. They received \$3.5 million in ARPA funding from the City to initiate complementary housing programs and services. The City engaged an ARPA consultant, Guidehouse, to assist with the expenditure of these funds. A Housing Needs Assessment was also created, outlining a 10-year plan for the creation of new housing and the preservation of existing units. City Council, through a recommendation from the AHDB, approved a 2-pronged plan for these funds, including an expanded home rehabilitation program (owner and non-owner-occupied properties) and a down payment assistance/new construction project called the 100 Homes Program.

Due to the unprecedented amount of federal and state funds made available in the Jackson community, other resources became accessible to prevent homelessness through similar means. This included the use of ARPA funds to provide emergency hotel housing for 70 families/111 unique individuals from late December 2022 - March 2023. The City used CDBG-CV funds to expand the trail system on the east side of Loomis

Park, with social distancing a key factor. The expanded trail contains socially distanced fitness pods to ensure possible future Covid-19 outbreaks or similar viral pandemics do not interfere with the area's residents desire for safe, ourdoor fitness activities. All efforts were made to expend 80% of the City's CDBG-CV funds by the May 2023 deadline, and a revision to that requirement announced in the Spring of 2023 provided more flexibility and allowed for complete program spending by June 2, 2026. Plans are underway for expenditure of the remaining CDBG-CV funds by the revised deadline.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	5	0
Black or African American	3	14
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
<b>Total</b>	<b>8</b>	<b>14</b>
Hispanic	0	0
Not Hispanic	8	14

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

In early 2017, the Jackson City Council adopted a Non-Discrimination Ordinance, found at Chapter 15, Article III of the City of Jackson Code of Ordinances. This ordinance states in part: It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Of the eight (8) households assisted during program year 2022-2023, a total of twenty-two (22) persons benefited from the use of CDBG or HOME funds. Other notable information includes, but is not limited to, the following:

- Total of five (5) female heads of household
- Total of (2) extremely low income, (4) low income, and (2) moderate income
- Total of twelve (12) minor children
- One (1) disabled persons
- Four (4) elderly persons

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,369,133	2,100,858
HOME	public - federal	376,630	364,296

**Table 3 - Resources Made Available**

### Narrative

The City of Jackson was awarded \$945,445.00 in CDBG-CV funds. Approximately 86% of the City's total CDBG-CV allocation has been expended on three main projects:

1. Homeless Prevention	\$196,424.25
2. Boos Center HVAC upgrades	\$226,317.87
3. Loomis Park East Trail and exercise pods project	\$330,622.00
4. Administrative expenses	<u>\$58,258.10</u>
<b>TOTAL</b>	<b>\$811,622.22</b>

As additional state and federal resources flowed into the community to fund similar activities as this project's initial focus, the ability to use CDBG-CV was hindered due to the "no duplication of benefits" requirements. With the timeliness requirement now removed, the City will investigate additional CDBG-CV projects with the remaining funds, while still adhering to the June 2, 2026 final spending deadline.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
West of Henry Ford Allegiance Health (#1)	10%	67.94 %
East of S Martin Luther King Jr Dr (#2)	10%	0.00%
West of S Martin Luther King Jr Dr (#3)	10%	9.70%

**Table 4 – Identify the geographic distribution and location of investments**

### Narrative

This being the third year of the 5-Year Consolidated Plan, progress has been made in increasing CDBG investment in the three target areas since the first project year. CDBG / HOME funding amounts totaled 67.94% in Target Area 1. Projects include the demolition of two (2) residential properties to decrease blight in the area, significant improvements to the Boos Center and the Loomis Park Playground (210 Gilbert Street), and the Perrine St. road construction project, Burr St. to Michigan Avenue. Continued CDBG investment in additional Boos Center renovations will continue in the 2023 program year. While

the Perrine St. project is technically complete, final billing is not yet complete. As such, additional funds will be paid for this projects during the 2023 program year.No projects were undertaken in Target Area 2. CDBG / HOME funding totaled 9.70% in Target Area 3. Projects funded include the demolition of one (1) residential property to decrease blight in the area, and the development of three (3) new single family homes developed by the City's CHDO, the Greater Jackson Habitat for Humanity. Planning continues to be undertaken by the City's rehabilitation staff to identify future projects to expand investment in the underserved target areas.

Although it appears to be unbalanced, the City reviews the needs in the target areas annually and selects projects as funding and activities present themselves. Over the course of the first three year end reports associated with the 2020-2024 5-Year Consolidated Plan, percentage of expenditure in the three target areas equates to 59.88% of all CDBG expenditures. By target area, three years of expenditures has totaled: West of Henry Ford Allegiance Health (Target Area #1), 30.36%; East of S Martin Luther King Jr Dr (Target Area #2), 24.73%; and West of S Martin Luther King Jr Dr (Target Area #3), 4.80%.

It is anticipated during the final two years of the 5-Year Consolidated Plan, an increase of funds will be invested in Target Area 3 to compliment the City's facilitation of the construction of 100 new single family homes, a portion of which will be in each of the target areas.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

Street reconstruction projects are selected in areas that also need water and/or sewer or other utility upgrades. The City of Jackson deeded a vacant lot to the Greater Jackson Habitat for Humanity to further its new construction project, DeLand Pointe, as the City's CHDO. Additional matching activities/funds are planned for program year 2023, including a grant from the Michigan State Housing Development Authority for the construction of new, accessible homes (MICH grant) and the deeding of additional vacant lots to the Jackson Habitat for Humanity for the construction of new homes.

The City of Jackson is exempt from providing 25% match through the HOME program due to its high poverty level, low per capita income, and fiscal distress.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
Not applicable	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

**HOME MBE/WBE report**

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
46,566	35,271	19,764	0	62,072

Table 7 – Program Income

<b>Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period</b>						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
<b>Sub-Contracts</b>						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Dollar Amount	0	0	0			
Number	0	0	0			
<b>Sub-Contracts</b>						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0	0			
Businesses Displaced		0	0			
Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	3
Number of households supported through Rehab of Existing Units	10	5
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>11</b>	<b>8</b>

Table 12 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Over the years, the City's rehabilitation program has been able to help fewer and fewer families due to increasing building material costs and level of repairs needed. Instead of trying to correct all code violations which may exist in a home, the focus has shifted to assist with the most expensive items a homeowner may face at any given time. Adding the ability to correct a home's major systems and components that are toward the end of their useful life before they become an emergency situation will save homeowners thousands of dollars.

Community Development Department staff attended several community/neighborhood events during 2022-2023, distributing materials and increasing awareness for the rehabilitation program. Attendance at those meetings has produced several new applications for assistance. This program year, of the five (5) projects provided rehabilitation assistance, zero (0) were in one of the three local target areas. Further, the City received five (5) additional applications in one of the three local target areas. Of those, two (2) were denied for not meeting program eligibility requirements, and three (3) were pending the receipt of supporting documents to complete their application for eligibility review. Staff turnover and additional related projects caused a slowdown in application processing. A portion of the funds dedicated to the rehabilitation of major component repairs went unused during the program year, but these funds will carry over to the next program year for use on additional rehabilitation projects. A new staff position was added at the beginning of the 2023 program year, to assist with the processing of rehabilitation loan applications and other related housing initiatives. Five (5) rehabilitation projects have already been approved for the 2023 program year and are awaiting bids from local contractors. Four (4) additional projects are nearing approval.

**Discuss how these outcomes will impact future annual action plans.**

Offering rehabilitation loans for homeowners facing major components nearing the end of their useful life will continue as a high priority. Due to a pause in application processing as a result of staff turnover, carryover funds from the 2022 fiscal year will be added to the 2023 allocation to support additional rehabilitation projects.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	2	0
Low-income	1	3
Moderate-income	2	0
<b>Total</b>	<b>5</b>	<b>3</b>

**Table 13 – Number of Households Served**

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

City of Jackson staff does not specifically reach out to homeless persons and assess their individual needs. However, staff does participate with the Jackson County Continuum of Care (CoC) and, in the past, has served as a co-chairperson to the Board. The CoC is comprised of various community service organizations and governmental entities that meet monthly to discuss emerging needs and strategically plan to address those needs, be it legal, social, practical, or others. On January 25, 2023, members of the CoC participated in the annual Point in Time (PIT) count to document the number of sheltered and unsheltered homeless persons residing in the community. The CoC provides funding to community service providers to screen and evaluate those living in a shelter or are otherwise homeless to assess an individual's or family's acuity. The screening tool is applied across multiple components then prioritizes who to serve next and why, while concurrently identifying areas in the person/family's life where support is most likely necessary to avoid housing instability.

A designated Housing Assessment and Resource Agency (HARA) is the primary access point for all homeless persons or those at risk of becoming homeless who are also able to be initially assessed through other avenues, such as emergency shelters, domestic violence shelters, veterans' providers, etc. The CoC uses the same assessment tool at all access points with criteria modifications for specific subpopulations, namely the Service Prioritization Decision Assistance Tool (SPDAT). The Tool determines each household's housing and service needs, but also prioritizes households for housing program referrals for permanent supportive housing, rapid re-housing, or supportive services only.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The 2023 PIT count performed by the CoC indicated 137 homeless individuals were documented, an increase of approximately 15% from 2022. Of those, 100 were reported as sheltered and 37 were reported as unsheltered. Thirteen (13) individuals were considered chronically homeless, 2.6 times more than in 2022, defined as a single person (or head of household) who experienced four (4) homeless episodes during the previous 12 months. Of those, 3 were reported as sheltered and 10 were reported as unsheltered.

The 2022 Housing Inventory Count (HIC) reports 86 year-round beds in shelters for those experiencing homelessness. Sixty-two (62) beds are reserved for households without children and twenty-four (24) beds are available for households with children. In addition, the Rapid Re-Housing program reports forty-two (42) year-round beds; Permanent Supportive Housing supplies thirty-five (35) year-round beds; and Housing/Leasing Assistance supplies thirty-nine (39) beds.

The Housing Assessment Resource Agency (HARA) screens clients to determine the appropriate housing interventions. Through the "no wrong door" approach, though, the screening can be accomplished by another agency and coordinated through the HARA. The assessment tool quickly evaluates the health and social needs of those experiencing, or are at risk of, homelessness to help identify the best type of support and housing intervention by relying on three (3) categories of recommendation:

- *Permanent Supportive Housing* - individuals or families who need permanent housing with ongoing access to services and case management to remain stably housed;
- *Rapid Re-Housing* - individuals or families who are likely to achieve housing stability over a short period of time through a medium or short term rent subsidy and access to support services;
- *Diversion* - individuals or families who do not require intensive supports but may still benefit from access to affordable housing with some light touch services. In these cases, the assessment tool recommends affordable or subsidized housing but no financial assistance.

In December 2022, the Jackson City Council approved the use of American Rescue Plan Act (ARPA) funds for temporary homeless hotel stays, with the goal of helping homeless families and individuals obtain safe and warm temporary shelter. City staff administered this program for the first ten (10) days, and a local non-profit agency (Residents in Action) handled placements and other assistance from December 24, 2022 to March 31, 2023. In total, \$208,720 was expended from ARPA funds, providing assistance for 70 families/111 unique individuals. A homeless resource fair was also held at the conclusion of this program, with numerous local social service agencies in attendance to provide outreach and support. An additional \$3,000 in ARPA funds was used to purchase convertible sleeping bag/coats, with twenty (20) units distributed to individuals residing on the streets of Jackson.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Members of the CoC constantly evaluate and report gaps in services for Jackson's homeless population. The CoC operates a Coordinated Entry process that standardizes the way individuals and families at risk of homelessness are assessed for, and referred to, the housing and services they need for housing stability. The United Way of Jackson County also funds Central Michigan 2-1-1 which can connect persons in need with health and human resources available in the area simply by dialing 211 on their phone. The United Way also facilitates a monthly Emergency Needs Coalition meeting allowing various community service and faith based organizations to come together to share resources they have available and to problem solve.

The onset of COVID-19 provided great insight into where gaps truly exist in providing key services to the

Jackson community. Instead of assuming where these discrepancies existed from anecdotal reporting, the reality and priority of unmet needs became known, and are continuing to materialize, as Jackson deals with the real-time existence and emergence. On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In addition to operating a Coordinated Entry process, the CoC also adopted the Housing First model which prioritizes housing to people experiencing homelessness. By attending to a person's critical needs of food and shelter first, it is believed they will then be able to focus on other needs such as getting a job, learning how to budget properly, or attending to any substance abuse issues. Housing First does not require a person experiencing homelessness to address all of their problems or attend a variety of service programs before receiving assistance. Once housing is stabilized, individuals are offered supportive services but are not required to participate.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

In early 2020, the JHC applied to the HUD Rental Assistance Demonstration (RAD) program and received approved Commitments to enter into a Housing Assistance Payment (CHAP) for its three properties of Reed Manor, Chalet Terrace, and Shahan-Blackstone North. Congress authorized RAD in 2012 to preserve affordable housing by allowing Public Housing Agencies (PHAs) to convert from their original source of HUD funding to project-based section 8 contracts or project-based vouchers.

The City will continue to work collaboratively with the JHC as needed through the RAD conversion, which changes the type of federal housing assistance from public housing (Section 9) to project-based vouchers (Section 8). The RAD conversion also allows the JHC to obtain other public or private funding sources to repair and improve their properties. Once the RAD conversion is fully implemented, the JHC plans to apply for Low-Income Housing Tax Credits (LIHTC) through the State of Michigan.

In July 2021, the JHC and City successfully partnered in a Choice Neighborhoods Planning grant application, which was awarded in November 2021. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood.

Well into the second year of planning, the JHC and City participate in bi-weekly planning team calls with Collabo, the consultant engaged by JHC to guide it through the planning process. A steering committee was formed with numerous members representing non-profit entities, faith-based organizations, schools, local police, local residents and others. Several community meetings have taken place within the Choice Neighborhood boundaries to introduce the concept of Choice Neighborhoods and what it could mean for the selected area. JHC staff are available at the community meetings to discuss ideas and assist with survey questions. A trailer was purchased and decorated by JHC to use as a mobile headquarters; free little libraries have also been erected in the Choice Neighborhood area as a promotional and informational tool. Land acquisition and early action projects were among the planned projects during this program year, and detailed renderings of possible housing complexes were created to help conceptualize possibilities for future development. It is anticipated that the JHC will apply for the

full implementation grant in the next 12-24 months.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Residents of the three public housing complexes continue to be actively engaged with upcoming RAD conversions at Shahan-Blackstone North and Chalet Terrace. In addition, Reed Manor residents have been especially busy assisting with the Choice Neighborhood planning to ensure future redevelopment will meet their housing visions with the amenities most needed. Reed Manor residents identified kitchens and bathrooms as being the areas that are most in need of upgrading. In terms of preferred indoor community spaces, the top choices were for an upgraded laundry room, a gym or fitness center, and a game room. Preferred outdoor site features included new benches, barbecue areas, and security features, as well as more convenient parking. For the larger neighborhood, residents identified the need for additional houses of worship, as well as a bakery and pharmacy within walking distance.

### **Actions taken to provide assistance to troubled PHAs**

The Jackson Housing Commission was not a troubled housing agency, per HUD definition, during the 2022 program year.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City of Jackson does not intentionally create policies, codes, or rules that produce barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

Conversations with local housing providers reveals affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or ruined as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

City staff continues to maintain its network of state and local public agencies and non-profit service providers and facilitates meetings when appropriate. The use of CDBG or HOME funds to meet underserved needs is subject to fluctuations in annual funding. The CARES Act and subsequent federal and state subsidies provided unprecedented levels of funding in the community to address a variety of urgent needs from keeping families housed to supporting small businesses.

The City of Jackson owns over six-hundred (600) vacant, buildable residential lots. Development of these parcels could provide owner-occupied and/or rental housing for many Jackson residents. The City instituted a policy to sell these lots at a flat rate of \$300 per lot to interested developers, provided they enter into a development agreement with the City to build a home on said lot.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

According to the Michigan Department of Health and Human Services (MDHHS), environmental exposure to lead in amounts sufficient to cause illness and neurological damage in children remains a significant concern in Michigan. Jackson County has been identified as one of 14 counties in Michigan at high risk for childhood lead exposure and poisoning. Lead-based paint hazards are a major concern for the City’s young children and pregnant women as over 90% of all housing was constructed prior to 1978.

Housing built prior to 1978 (when federal law banned the use of lead-based paint in residential housing) is considered to be at risk of containing some amount of lead-based paint. The amount of lead pigment in the paint increases with the age of the housing. Housing built prior to 1950 remains a significant concern for lead poisoning as 1950 is often recognized as the “threshold” to lower levels of lead-based paint. Before 1940, paint typically contained high amounts of lead, often 10 to 50 percent. In the early 1950s, paint industry standards voluntarily called for limiting lead content to 1%. With approximately 77% of the housing stock built prior to 1950, Jackson housing units pose a high risk of containing significant lead-based paint hazards. Young children of very low- and low-income households are most likely to reside in older housing, and are disproportionately at risk of lead poisoning. Rental properties make up a large percentage of the City’s housing units. If units containing lead-based paint are not properly maintained, the risk of young children coming into contact with lead-paint hazards will continue to climb.

Inspections of non-owner occupied housing units assess deteriorated paint and are cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home receive a combination lead paint inspection/risk assessment and, if hazards exist, treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – Unfortunately, rising construction costs led to the suspension of offering low-income homeowners a full rehabilitation to correct all code violations. However, up to \$25,000

is available through a five year, zero-interest, deferred loan with a partial low repayment factor to replace a home's major components that have failed or are nearing the end of their useful life. By assisting homeowners address the major aspects of home ownership maintenance needs, more households benefit from the City's limited CDBG funds.

- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Three properties have been constructed and sold as of the writing of this report, and a fourth property is currently under construction. Additional new home construction projects are being facilitated by the City of Jackson.
- *Homeowner Rehabilitation* - The HOME-funded Partnership Park rehabilitation project, subgranted to CAA, serves as a successful program for homeowner rehabilitation. was changed from a homebuyer to a homeowner activity in April 2022. Four homes have sold thus far, and rehabilitation projects are ongoing with expected completion during their 2023-2024 program year.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

City staff actively participates with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments ensures compliance with federal rules and regulations and the timely expenditure of CDBG funds. The Greater Jackson Habitat for Humanity receives technical assistance and guidance by various City staff as its new housing construction project proceeds.

The onset of COVID-19 made the community keenly aware of the need to develop a stronger institutional structure. As the seriousness of the novel coronavirus became evident to Michigan communities, the Mayor and City Manager worked closely with community stakeholders. Among partners were local health care leaders such as Henry Ford Allegiance Health, the Jackson County Health Department, the Center for Family Health, the United Way of Jackson County, Community Action Agency, and others to coordinate local non-profits' efforts to address the emerging needs of the community.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Once a year, the Jackson City Council holds a public hearing to specifically gain input from the community on general housing and community development needs prior to the start of the annual funding process. Comments received during the public hearing are considered by the City Council and incorporated into the Annual Action Plan and/or Consolidated Plan. City staff actively participates with

the CoC; members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Members of the Affordable Housing Development Board come from local housing non-profits, area social service agencies, the landlord community, real estate, and City leaders. The collective knowledge and experience of this group allows for collaborative dialogue and sensible solutions to Jackson's housing issues. A staff liaison ensures the recommendations of the AHDB are shared with City leaders.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The purpose of an Analysis of Impediments to Fair Housing is to determine if possible discrimination to housing choice exists in the community within the seven (7) federally protected classes of race, religion, sex, color, national origin, disability, or familial status. In early 2017, the Jackson City Council adopted a non-discrimination ordinance and recently updated Jackson's Fair Housing Ordinance, found at Chapter 14, Article IV of the City of Jackson Code of Ordinances to include several additional classes protected from housing discrimination as follows: religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

While the City's Fair Housing ordinance includes protected classes beyond those identified at the federal level, local housing advocates report discriminatory practices are often not pursued. Tenants are usually in "survival mode" and are more interested in obtaining housing than proceeding with legal action. The process is intimidating, takes time, and is not clear cut. Oftentimes a discriminatory practice may be the underlying issue but housing is denied for minor legitimate reasons making prosecution especially difficult.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Monitoring is completed mainly through desk reviews. With City departments overseeing funded projects, access to immediate review and consultation is easily achieved. Employees with many years of experience managing federally-funded projects oversee these activities. Responsible staff has found few if any issues to address.

All expenditures of CDBG/HOME funds are thoroughly reviewed for eligibility and adequate documentation. Once approved for compliance, invoices are submitted for payment where they are further evaluated before processing. An independent auditor performs a single audit of the City's federal grants annually.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Jackson encourages all citizens, and especially those for whom activities are targeted, to participate in the planning and utilization of CDBG and HOME funds. The City of Jackson also invites active participation by local and regional institutions, the Jackson County Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in developing and implementing the Consolidated Plan and Annual Action Plan. The ability for citizens to participate in community development goes beyond the formal processes described in the Citizen Participation Plan through day-to-day involvement and interaction with City staff, formal boards, planning committees, ad hoc advisory groups, and the Mayor and City Council.

Notice of upcoming public hearings and open comment periods is published in local newspapers at least 10 days in advance. Information is also posted on the City's website and on its social media platforms. The Consolidated Plan and Annual Action Plans provide a 30-day public comment period while the Consolidated Annual Performance and Evaluation Report is 15 days. Comments are taken orally or in writing, are considered by the Jackson City Council, and incorporated into the document to which they pertain.

A Public Hearing to obtain citizen comments regarding the FY 2022 program performance was held during the Jackson City Council's September 26, 2023 regular meeting. No comments were received.

The notice for the September 26<sup>th</sup> public hearing was published by MLive on September 8<sup>th</sup>. The affidavit of publication will be inserted into this CAPER once it is received.

### **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Staff does not foresee a change in Jackson's program objectives, which include housing rehabilitation, new or converted housing, blight elimination through clearance, and public infrastructure and facility improvements. Concentrating resources within these objectives versus spreading limited funds among a variety of unfocused activities has proven extremely effective in improving the community and local economy.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

## **CR-50 - HOME 91.520(d)**

### **Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Jackson has not invested HOME funds in rental housing; rather it has concentrated on low-income homeowners or homebuyers receiving assistance.

### **Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

The City of Jackson has not produced rental or homebuyer projects consisting of five (5) or more units.

### **Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

During Program Year 2022-2023, the City received program income in the amount of \$35,271. This program income derived from HOME-funded rehabilitation loans completed during prior years. The City expended \$19,764 in program income during 2022-2023.

### **Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The City of Jackson ensures landlords maintain housing units to decent, safe, and sanitary conditions through a three-year housing inspection process. City administration helps private developers access funding resources that may be available, such as LIHTC. The City's CHDO is in the process of completing the build and sale of one (1) new owner-occupied housing unit.

### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities	3	0
Total Labor Hours	4,632	
Total Section 3 Worker Hours	0	
Total Targeted Section 3 Worker Hours	0	

**Table 14 – Total Labor Hours**

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to generate job applicants who are Public Housing Targeted Workers		
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		
Direct, on-the job training (including apprenticeships).		
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.		
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).		
Outreach efforts to identify and secure bids from Section 3 business concerns.		
Technical assistance to help Section 3 business concerns understand and bid on contracts.		
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.		
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.		
Held one or more job fairs.		
Provided or connected residents with supportive services that can provide direct services or referrals.		
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.		
Assisted residents with finding child care.		
Assisted residents to apply for, or attend community college or a four year educational institution.		
Assisted residents to apply for, or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.		
Provided or connected residents with training on computer use or online technologies.		
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.		
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.		
New employee training		
Other.		

**Table 15 – Qualitative Efforts - Number of Activities by Program**

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 26, 2023  
**SUBJECT:** Receipt of Acknowledgement Letter from Michigan Liquor Control Commission

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**Recommendation:**

Receipt of Acknowledgement Letter from Michigan Liquor Control Commission for transfer application from Tilted Arcade LLC for a 2023 Class C license with Sunday Sales Permit, Social District Permit, Dance-Entertainment Permit and Topless Activity.

The MLCC provides an opportunity for the Local Governmental Unit to submit an opinion or the application or advice of any local non-compliance issues.



STATE OF MICHIGAN

GRETCHEN WHITMER  
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

MARLON I. BROWN, DPA  
ACTING DIRECTOR

September 13, 2023

Tilted Arcade LLC  
Attorney Mike Brown  
([mbrown@cebhlaw.com](mailto:mbrown@cebhlaw.com))

**RID # 2308-11183**                      **Reference/Transaction:** CONDITIONAL LICENSE, Transfer Ownership 2023 Class C license with Sunday Sales Permit (PM), Social District Permit, Dance-Entertainment Permit and Topless Activity from Randu Inc.; cancel existing Social District Permit.

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

**Applicant/Licensee: Tilted Arcade LLC**

**Business address and phone number: 146 W Michigan Ave, Jackson 49201**

**Home address and phone number of partner(s)/subordinates:**

**1. Christopher Leach: 4001 Cash Dr, Jackson 49201 C: (517) 945-1468**

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office: **Lansing District Office (866) 813-0011**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

cc: City of Jackson ([amuray@cityofjackson.org](mailto:amuray@cityofjackson.org))



**CITY COUNCIL MEETING MINUTES**  
September 12, 2023

**CALL TO ORDER:**

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:31 p.m. by Mayor Daniel Mahoney.

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Fifth Ward Councilmember Karen Bunnell.

**ROLL CALL:**

Present: Mayor Daniel Mahoney, Vice Mayor/First Ward Councilmember Arlene Robinson, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, and Fifth Ward Councilmember Karen Bunnell.

Absent: Sixth Ward Councilmember Will Forgrave

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Director of Police and Fire Services Elmer Hitt, Director of Community Development Shane LaPorte, and City Engineer Jon Dowling.

**ADOPTION OF AGENDA:**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to adopt the agenda with two additions under Old Business; 10.1 Ad Hoc Committee - Employee Review and 10.2 Discussion of Special Assessment Policy. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**PRESENTATIONS/PROCLAMATIONS:**

Special Assessment Policy Presentation was given by City Assessor Jason Yoakam.

**PUBLIC HEARINGS:** none.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:**

**8.1 Karen Bunnell resignation from City Council effective 9.30.2023**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept and place on file Karen Bunnell - resignation from City Council effective September 30, 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**8.2 Environmental Commission Minutes for 5-17-23 and 6-21-23**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to accept and place on file the Environmental Commission Minutes for May 17, 2023 and June 21, 2023. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**CONSENT CALENDAR:**

**9.1 Minutes of the Regular Meeting of August 15, 2023**

*Approve the minutes of the regular meeting of August 15, 2023*

**9.2 Accept with regret, the resignation of Chad Everett from the Building Code Board of Examiners and Appeals**

**9.3 Appointment to Building Code Board of Examiners and Appeals**

*Approve the Mayor's recommendation to appoint Joe Smith to the Building Code Board of Examiners and Appeals, to complete Chad Everett's term, beginning on September 15, 2023 and ending on December 31, 2025.*

- 9.4 Reappointment to the City of Jackson's Environmental Commission**  
*Approve the Mayor's recommendation to reappoint Jacob Inosencio to the Environmental Commission for a 3-year term, beginning September 28, 2023 and ending on September 27, 2026.*
- 9.5 Resignation from the Jackson Housing Commission**  
*Accept the resignation of Caroline Parker from the Jackson Housing Commission.*
- 9.6 Special Event Application: Veterans Build Kickoff**  
*Approve a request from Greater Jackson Habitat for Humanity to host their Veterans Build Kickoff on September 20, 2023, on the streets of Jackson.*
- 9.7 Special Event Application: Orthopaedic Rehab Specialists 5/8K**  
*Approve a request from Orthopaedic Rehab Specialists to host their Octoberfest 5/8k on September 30, 2023, in downtown Jackson.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the consent calendar with Item 9.3 pulled for separate consideration. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to appoint Joe Smith to the Building Code Board of Examiners and Appeals. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**OTHER BUSINESS:**

**10.1 Ad Hoc Committee - Employee Review**

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to place (Councilmembers) Laura Schlecte, Will Forgrave, and Freddie Dancy on the ad hoc committee for appointed officials review and returning to Council at the first meeting in October. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**10.2 Special Assessment Policy**

Motion was made by Councilmember Dancy, seconded for discussion by Mayor Mahoney to stick with the old policy and turn down the new policy that was proposed. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson,

Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**NEW BUSINESS:**

**11.1 Approve the sale of two City Owned properties to Fresh Start Real Estate, for the purpose of new home construction.**

**Recommendation:** *Approve the sale of City owned properties located at 903 W. Ganson and 619 Center to Fresh Start Real Estate Services, LLC for the purpose of building two new, single-family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve the sale of two City-owned properties to Fresh Start Real Estate for the purpose of new home construction. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.2 First Reading - Ordinance No. 2023-06**

**Recommendation:** *Approve the first reading and move to a second reading/final adoption an ordinance amending the hours of operation for Marihuana Provisioning Centers and Retailers.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve the first reading and move to a second reading/final adoption an ordinance amending the hours of operation for Marihuana Provisioning Centers and Retailers. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, and Bunnell (5). Nays: Councilmember Dancy (1). Motion carried.

**11.3 Dodge Durango Purchase for Police Department.**

**Recommendation:** *Approval for the purchase of three 2023 Dodge Durango SUVs for \$44,150 each from the John Jones Auto Group, for a total cost of \$132,450, outside of the normal purchasing guidelines*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the purchase of three 2023 Dodge Durango SUVs for \$44,150 each from the John Jones Auto Group, for a total cost of \$132,450, outside of the normal purchasing guidelines. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.4 Schedule Public Hearing for JAG Grant**

**Recommendation:** *Approval for the request to schedule a Public Hearing at the September 26, 2023, City Council meeting regarding the use of federal grant funds totaling \$51,526 to be used by the City of Jackson Police Department the Jackson County Office of the Sheriff.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the request to schedule a public hearing at the September 26, 2023 City Council Meeting regarding the use of federal grant funds totaling \$51,526 to be used by the City of Jackson Police Department and the Jackson County Office of the Sheriff. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.5 Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Kibby Trail entrance and authorization for the Mayor and Clerk to execute the appropriate documents.**

**Recommendation:** *Approval of a resolution to accept a Trust Fund Grant application for the Michigan Department of Natural Resources (MDNR) for a new trail project from S. West Avenue to Kibby Trail entrance and authorization for the Mayor and Clerk to execute the appropriate documents.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve a resolution to accept a Trust Fund Grant Application for the Michigan Department of Natural Resources for a new trail project from S. West Avenue to Kibby Trail entrance and authorize the Mayor and Clerk to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.6 Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract for the City of Jackson Wastewater Treatment Plant.**

**Recommendation:** *Approval of Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract with Tetra Tech of Ann Arbor, MI at a not-to-exceed cost of \$157,000 and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve Amendment 2 to the Engineering and Project Administration, SCADA Software Upgrades Contract for the City of Jackson Wastewater Treatment Plant. Vote - Yeas: Mayor Mahoney, Vice Mayor

Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.7 Change to the Standard Lighting Contract for streetlights with Consumers Energy for installation of one new streetlight at 840 Bush Street**

**Recommendation:** *Approve the Resolution for Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 840 Bush Street and authorize the Mayor and City Clerk to execute the appropriate documents*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the resolution for the Change to the Standard Lighting Contract with Consumers Energy for one new streetlight at 840 Bush Street. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.8 Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

**Recommendation:** *Approval of Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$103,054, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to approve Change Order No. 3 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of \$103,054 and authorize the City Manager and Director of Public Works to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.9 Approve the Option Agreement for eight City-owned lots in the Martin Luther King, Jr. Corridor to Jonathan and Paula Autry for the purpose of building six affordable rental structures, totaling 24 units.**

**Recommendation:** *Approve the Option Agreement for the sale of eight (8) city owned lots along the Martin Luther King, Jr. Corridor; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of the lots to Jonathan and Paula Autry; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.*

Motion was made by Councilmember Schlecte, seconded by Vice Mayor Robinson to approve the option agreement for eight City-owned lots in the Martin Luther King Jr. Corridor to Jonathan and Paula Autry for the purpose of building six affordable rental structures, totaling 24 units. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.10 FY 23-24 Nonunion Wage Increase Ordinance**

**Recommendation:** *Approve first reading and advance to second reading/final adoption, an ordinance regulating nonunion pay for City of Jackson employees. Increase nonunion wages by 3.8% for FY 23/24, retroactive to July 1, 2023.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve the first reading and advance to a second reading/final adoption of an ordinance regulating nonunion pay for City of Jackson employees, increasing nonunion wages by 3.8% for FY 23/24, retroactive to July 1, 2023.

Motion was made by Councilmember Schlecte, seconded by Councilmember Dancy to postpone until the next meeting. Councilmember Schlecte withdrew her motion.

Vote was taken on the motion to approve. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

Motion was made by Mayor Mahoney, seconded by Councilmember Schlecte to invite GovHr to come back to do a presentation of the wage study. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.11 Zoning Map Amendments - 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel #8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10).**

**Recommendation:** *Approve rezoning of 206 W. Argyle St. (Parcel # 8-2450), 207 W. Argyle St. (Parcel # 8-2459), 208 W. Argyle St. (Parcel # 8-2451), and 209 W. Argyle St. (Parcel # 8-2461.10) from I-1, Light Industrial to R-1, One-Family Residential as recommended by the City of Jackson Planning Commission.*

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to approve rezoning of 206 W. Argyle St., 207 W. Argyle St., 208 W. Argyle St., and 209 W. Argyle St. from I-1 Light Industrial to R-1 One Family Residential as recommended by the City of Jackson Planning

Commission. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

- 11.12 Zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l). Recommendation:** *Approval of proposed zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval. Amend Subsection (d), Subsection (f), and Subsection (l), as recommended by the City of Jackson Planning Commission.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the proposed zoning ordinance text amendment – Section 28-253 – Signs Subject to Permit or Other Approval amending subsection (d), subsection (f), and subsection (l), as recommended by the City of Jackson Planning Commission. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

- 11.13 Zoning ordinance text amendments - Section 28-253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. Recommendation:** *Approval of proposed zoning ordinance text amendments - Section 28- 253. – Signs subject to permit or other approval and Section 28-257. – Signs that do not require a permit. Remove all language as it pertains to revocable license for signs and/or awnings in the right-of-way., as recommended by the City of Jackson Planning Commission.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve the proposed zoning ordinance text amendments: Section 28-253 – Signs Subject to Permit or Other Approval and Section 28-257 – Signs That Do Not Require a Permit, removing all language as it pertains to revocable licenses for sign and/or awning in the right-of-way, as recommended by the City of Jackson Planning Commission. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

- 11.14 Repeal of zoning ordinance Section 28-166. – Revocable license for signs and/or awnings in the right-of-way. Recommendation:** *Approval to Repeal Section 28-166. – Revocable license for signs and/or awnings in the right-of-way, as recommended by the City of Jackson Planning Commission.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to approve repealing Section 28-166 – Revocable License for Signs and/or Awning in the Right-Of-Way as recommended by the City of

Jackson Planning Commission. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, and Bunnell (6). Nays: none. Motion carried.

**11.15 Approve contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N building.**

**Recommendation:** *Approve the contract with R.W. Mercer for T.A. Wilson Annex building, design/build interior renovations with limited exterior renovations to the N building in the amount of \$421,830.00, which includes a 15% contingency and allocate \$225,000.00 from unobligated American Rescue Funds to the transitional housing project.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to approve the contract with R.W. Mercer for T.A. Wilson annex building design/build interior renovations with limited exterior renovations to the N building. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, and Bunnell (5). Nays: Councilmember Schlecte (1). Motion carried.

**CITY COUNCILMEMBER’S COMMENTS:**

Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, and Bunnell offered comments. Vice Mayor Robinson declined to offer comments.

**MANAGER’S COMMENTS:**

City Manager Jonathan Greene offered comments.

**ADJOURNMENT:**

No further business being offered, a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Schlecte. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:58 p.m.

Grand rising,

To whom it may concern:

This letter is to formally notify you that I'm resigning as a REC Commissioner. My last day is effective immediately today 9/6/2023.

Thank you so much for the opportunity to serve, observe, and learn these past two years. I've enjoyed getting to know all of our commissioners, members, and other extensions in our community through REC platform. I appreciate the new perspectives, information, and skill set experienced and developed throughout my serving time as REC Commissioner.

Please let me know anything else you need from me.

I wish the REC platform continued success, effectiveness, and historic impact that will be felt throughout our community and beyond.

Thank you again,

- Michael Johnson Jr.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Special Event Application: Art Walk

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**Recommendation:**

Approve a request from the Jackson Downtown Development Authority to host their Art Walk on Friday, October 6, 2023, from 4 pm – 7 pm in downtown Jackson.

Attached is a memo from Beth Kuiper regarding the Special Event Application for the Art Walk.

I recommend approval of the Special Event Application for the Art Walk. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Beth Kuiper, Executive Director, DDA

**DATE:** September 26, 2023

**RECOMMENDATION:** Approve a request from the Jackson Downtown Development Authority to host their Art Walk on Friday, October 6, 2023 from 4 pm – 7 pm in downtown Jackson.

**SUMMARY:** Art walk featuring local artist in downtown spaces.

### DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

<b>DEPARTMENT</b>	<b>APPROVAL</b>	<b>DENIAL</b>	<b>ECONOMIC IMPACT</b>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$0.00
Police	X		\$0.00
Public Works	X		\$0.00
	<b>TOTAL</b>		<b>\$0.00</b>

### CONDITIONS & CONSIDERATIONS

### INSURANCE STATUS

This event is covered under the City of Jackson's insurance policy.

**ATTACHMENTS:** Special Event Application: Art Walk

**SPECIAL EVENT APPLICATION**

*Application must be submitted 60 days PRIOR to event*

**Application Attachments**

- |  |            |  |
|--|------------|--|
| <input type="checkbox"/> \$50 Application Fee  | <i>DDA</i> | <input type="checkbox"/> Liquor License & Liquor Liability Insurance (if applicable) |
| <input type="checkbox"/> \$25 Late/Rush Fee  |            | <input type="checkbox"/> Carnival Ride Permit (if applicable)                        |
| <input type="checkbox"/> Insurance documentation for sponsoring organization         |            | <input type="checkbox"/> Insurance documentation for all vendors (if applicable)     |
| <input type="checkbox"/> Event Map <i>—Please indicate the location of all items</i> |            |  |

**Make checks payable to "Downtown Development Authority"**

**Special Event Application Policy**

*Additional charges may occur if policies are broken.*

- The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
- No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
- Glitter and confetti are prohibited at all events.
- No plugging into outlets without prior approval.
- For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
- No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
- Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
- One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft<sup>2</sup> and does not block any intersections, driveways, or right-of-ways.

**Applicant Information**

Sponsoring Organization Legal Name: <i>Jackson DDA</i>	
Address:	Phone: <i>(517) 768-6411</i>
Tax ID#:	Website:
Contact Name: <i>Andrea Eacon</i>	Phone: <i>517-768-6411</i> Email: <i>aecon@cityofjackson.org</i>
Contact Name:	Phone: Email:
Contact Name During Event: <i>Andrea</i>	Phone: <i>(517) 392-2912</i>

**Event Information**

Event Name: <i>Art Walk</i>				
Event Date(s):	Set up Time:	Start Time:	End Time:	Tear Down Time:
<i>October 6th</i>	<i>3pm</i>	<i>4pm</i>	<i>7pm</i>	<i>7:15pm</i>

Has this event occurred before?  Yes, (if yes, how many previous years? Many)  No

Do you expect this event to occur again next year?  What is the expected attendance for this event? \_\_\_\_\_

**Type of Event (please check all that apply)**

Walk/Run     Festival     March/Parade     Other: Art walk

**Event Location – Choose any of the following that apply. For parks, include a map of the area being used.**

Horace Blackman Park (Just in case)     GrandRiver Farmers Market Pavilion  
 Bucky Harris Park     TRUE City Square (Stage)  
 Ella Sharp Park (requires Ella Sharp Board approval)     MLK Equality Trail

Other Location: side walks of downtown Jackson / low impact few spots

Streets: \_\_\_\_\_

Other Park: \_\_\_\_\_

**Brief description of Event**

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

Art walk

**Street Closure – Please indicate all street closures on your map.**

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

Street Name: \_\_\_\_\_ Cross Streets \_\_\_\_\_

Closure Start Date: \_\_\_\_\_ Time: \_\_\_\_\_ Closure End Date: \_\_\_\_\_ Time: \_\_\_\_\_

## City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

ca Home / OGMA  
lean Rocket / power boxes

- Electrical Power:** Indicate electrical requirements: standard 110 ea park & power boxes  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_  
**\*\*All electrical lines MUST be covered to limit tripping hazards. \*\***
- Water Needs:** Indicate water requirements: \_\_\_\_\_  
 Amount of water needed: \_\_\_\_\_ Locations of where water is needed: \_\_\_\_\_
- Food/Vendors:** Indicate vendors requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_ Number of vendors: \_\_\_\_\_
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
- Amusement or Carnival Rides:** If yes indicate electrical requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_
- Fireworks:** If yes indicate electrical requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_
- Traffic Cones  Mobile Stage (please circle 15-foot or 25-foot version)  
 Other: \_\_\_\_\_

## Insurance

*Please request the following documentation from your insurance carrier.*

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority as additional insured</li> </ul>
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>

I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

## Event Map Details of all event activities MUST be included.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Route Plan         | <input type="checkbox"/> Emergency Vehicle Access  | <input type="checkbox"/> Restroom Locations         |
| <input type="checkbox"/> Vendor Locations   | <input type="checkbox"/> Dispersal Locations       | <input type="checkbox"/> Tables                     |
| <input type="checkbox"/> Tent Locations     | <input type="checkbox"/> Trash Receptacles         | <input type="checkbox"/> Requested Reserved Parking |
| <input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Requested Street Closures | <input type="checkbox"/> Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.  
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/28/23

### Office Use ONLY

Application Received:

Date:

Time:

By:

Application Fee Received:

### Application Requirements

Application **MUST** be submitted 60 days **PRIOR** to event  
\*\*\*NO EXCEPTIONS\*\*\*

Application **MUST** be submitted along with all required attachments to:

City of Jackson  
Downtown Development Authority Office  
161 W Michigan Ave, 5<sup>th</sup> Floor  
Jackson Michigan, MI 49201 or [aecon@cityofjackson.org](mailto:aecon@cityofjackson.org)  
(517) 768-6411

### Prohibited Items

*Additional fees may apply if policies are not followed*

No ground stakes  
No confetti or glitter  
No use of outlets without prior approval





X here possible reuse

Use of sidewalks and small park space for outside art. Will not block sidewalk low-impact outside

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Special Event Application: ETA: Emerging Technology in Art Festival

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**Recommendation:**

Approve a request from the Jackson Young Professionals to host their ETA: Emerging Technology in Art Festival on Friday, October 13, 2023, in the streets and parking lots of downtown Jackson.

Attached is a memo from Beth Kuiper regarding the Special Event Application for the ETA: Emerging Technology in Art Festival.

I recommend approval of the Special Event Application for the ETA: Emerging Technology in Art Festival. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Beth Kuiper, Executive Director, DDA

**DATE:** September 26, 2023

**RECOMMENDATION:** Approve a request from the Jackson Young Professionals to host their ETA: Emerging Technology in Art Festival on Friday, October 13, 2023, in the streets and parking lots of downtown Jackson.

**SUMMARY:** Free music and new-media art festival showcasing technology-based mediums of self-expression.

### DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

<u>DEPARTMENT</u>	<u>APPROVAL</u>	<u>DENIAL</u>	<u>ECONOMIC IMPACT</u>
DDA	X		\$0.00
Engineering	X		\$0.00
Fire	X		\$0.00
Community Development	X		\$0.00
Parks & Recreation	X		\$300.00
Police	X		\$0.00
Public Works	X		\$1,300.00
		<b><i>TOTAL</i></b>	<b><i>\$1,600.00</i></b>

### CONDITIONS & CONSIDERATIONS

Road closures, tables, benches, cones, and black fencing

### INSURANCE STATUS

Approved by the office of the City Attorney, pending receipt of proper insurance documents

**ATTACHMENTS:** Special Event Application: ETA: Emerging Technology in Art Festival



Has this event occurred before?  Yes, (if yes, how many previous years? \_\_\_\_\_)  No

Do you expect this event to occur again next year? \_\_\_\_\_ What is the expected attendance for this event? \_\_\_\_\_

**Type of Event (please check all that apply)**

Walk/Run     Festival     March/Parade     Other: \_\_\_\_\_

**Event Location** Choose any of the following that apply. For parks, include a map of the area being used.

- |   |   |
|---|---|
| <input type="checkbox"/> Horace Blackman Park                                 | <input type="checkbox"/> GrandRiver Farmers Market Pavilion |
| <input type="checkbox"/> Bucky Harris Park                                    | <input type="checkbox"/> CP Federal City Square (Stage)     |
| <input type="checkbox"/> Ella Sharp Park (requires Ella Sharp Board approval) | <input type="checkbox"/> MLK Equality Trail                 |
| <input type="checkbox"/> Other Location: _____                                |   |
| <input type="checkbox"/> Streets: _____                                       |   |
| <input type="checkbox"/> Other Park: _____                                    |   |

**Brief description of Event**

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

**Street Closure** Please indicate all street closures on your map.

Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____
Street Name: _____	Cross Streets _____
Closure Start Date: _____ Time: _____	Closure End Date: _____ Time: _____

## City Resources Requests

Not all resources may be available at your requested site.

Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.

- Electrical Power:** Indicate electrical requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_  
**\*\*All electrical lines MUST be covered to limit tripping hazards. \*\***
- Water Needs:** Indicate water requirements: \_\_\_\_\_  
 Amount of water needed: \_\_\_\_\_ Locations of where water is needed: \_\_\_\_\_
- Food/Vendors:** Indicate vendors requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_ Number of vendors: \_\_\_\_\_
- Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)  
 Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
- Amusement or Carnival Rides:** If yes indicate electrical requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_
- Fireworks:** If yes indicate electrical requirements: \_\_\_\_\_  
 Amount of electrical wattage needed: \_\_\_\_\_ Amount of plug ins: \_\_\_\_\_  
 Locations of where plugs are needed: \_\_\_\_\_
- Traffic Cones  Mobile Stage (please circle **15-foot** or **25-foot** version)
- Other: \_\_\_\_\_

## Insurance

*Please request the following documentation from your insurance carrier.*

Insurance Type	Requirements
Certificate of Liability Insurance <i>(MUST also be provided by all vendors)</i>	<ul style="list-style-type: none"> <li>Showing a liability coverage of at least \$1,000,000</li> <li>Identifying "City of Jackson" &amp; " Jackson Downtown Development Authority as additional insured</li> </ul>
Liquor Liability Insurance <i>(if needed)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>
XCU Fireworks Liability Insurance <i>(if needed; required for all fireworks displays)</i>	<ul style="list-style-type: none"> <li>Identifying "City of Jackson" &amp; "Jackson Downtown Development Authority" as additional insured</li> </ul>

- I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.

## Event Map *Details of all event activities MUST be included.*

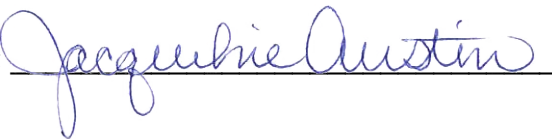
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Route Plan         | <input type="checkbox"/> Emergency Vehicle Access  | <input type="checkbox"/> Restroom Locations         |
| <input type="checkbox"/> Vendor Locations   | <input type="checkbox"/> Dispersal Locations       | <input type="checkbox"/> Tables                     |
| <input type="checkbox"/> Tent Locations     | <input type="checkbox"/> Trash Receptacles         | <input type="checkbox"/> Requested Reserved Parking |
| <input type="checkbox"/> Assembly Locations | <input type="checkbox"/> Requested Street Closures | <input type="checkbox"/> Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.  
 Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: 

Date: \_\_\_\_\_

Office Use ONLY
Application Received:
Date:
Time: <b>A . E .</b>
By:
Application Fee Received:

Application Requirements
Application <b>MUST</b> be submitted 60 days <b>PRIOR</b> to event <b>***NO EXCEPTIONS***</b>
Application <b>MUST</b> be submitted along with all required attachments to: City of Jackson Downtown Development Authority Office 161 W Michigan Ave, 5 <sup>th</sup> Floor Jackson Michigan, MI 49201 or <a href="mailto:cmays@cityofjackson.org">cmays@cityofjackson.org</a> (517) 768-6410
Prohibited Items
<i>Additional fees may apply if policies are not followed</i> No ground stakes No confetti or glitter No use of outlets without prior approval

# Special Event Application Addendum

## ETA Festival – October 14, 2023

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### City Resource Requests:

- Augmented Lighting (see examples in attached pitch book):
  - One of the installations we would augment all of the lights within the festival area with Dichloric Film. Looking at the fixtures in the festival site, most of them could be augmented using a film insert into the fixture to change the color of the lighting.
  - We would like to work with the Engineering Department to determine the best way to affix the film to the lights. This is a temporary installation that would be installed up to 14 days prior to the event and removed within a week after the event.
  - Light fixtures to be included in the this installation would include... overhead lights in Parking Lot #7, Lights on the south and east side of City Hall, Acorn street lights along W. Cortland.
  - We will be working with building owners in the area to augment the other lights in the area.
- Traffic Cones: We request 20 extra Traffic Cones, preferably the Looper Cone Style (pictured to the right). We will use these to help with traffic flow and to block areas for setup.
- No Parking Signs: We will need to block parking in a few areas while installing the augmented lighting (see above) and request 4-5 No Parking Signs to assist starting October 1<sup>st</sup>.
- Cord Covers: Any available cord covers to be used in public areas to prevent tripping hazards.
- Picnic Tables: Any available picnic tables to be used for public seating.
- Bleachers: All sets of bleachers available to be used for public seating.
- Black Metal Fencing: All pieces of black fencing to be used to fence off festival area.
- Hydrants/Water Access:
  - Tap on the hydrant on the north side of Cortland at the Crosswalk east of Parking Lot #6.
- Portable Toilets: As a City of Jackson sponsorship, provide 10 portable toilets including at least 3 handicap accessible delivered on 10/13/2023 and picked up on 10/16/2023. See map for placement.



- Hanging Banners:
  - We will wrap a vinyl banner around every mast arm (stop lights). They will be installed in a way that does not damage the pole and will be installed 1 month prior to the event and removed 1 week after the event.
  - Every lamp post around the perimeter of the festival site, spanning 1 block beyond the site in all directions, will have a professional street lamp banner installed up to a month before the event start.
- Insurance: Insurance certificates will be provided in advance of the festival.
- Security: We will be contracting with Overwatch Security for 24/7 security of the festival site. We would like to have a police presence that will compliment the contracted security. We will setup a meeting between Overwatch and the Police to ensure we are covered properly.
- Trash: We will be contracting with Emmons to provide trash receptacles throughout the festival site. We will also bring in a dumpster to aid in making sure trash is properly maintained.
- Parking Passes: Provide parking passes to help with displaced parking during event setup.
  - During setup we will need up to 30 day passes for vehicles displaced from Parking Lot #7 and other potential displaced parking.
- Downtown Clean-up: We will do a clean-up of areas downtown (with a focus on the festival area and around the Bright Walls Murals) on October 7, 2023. We request the use of leaf blowers; Additional trash cans; Rakes; Shovels; Brooms; Buckets; Wheelbarrows and assistance to remove debris collected throughout the clean-up.



## Setup Schedule:

### 10/1/2023      **Installation of Augmented Lighting**

We will need to start working on the augmented lighting installation in advance of the festival. The exact start date will be determined as we coordinate the method of installation.

Request: 4-5 No Parking signs

### 10/7/2023      **Downtown Clean-up** 9:00a.-1:00p.

Focus will be primarily on Parking Lot #7 & #6 and festival areas in that block. If time allows, volunteers will also clean up areas around all of the Bright Walls Murals.

Request: Use of leaf blowers; Additional trash cans; Rakes; Shovels; Brooms; Buckets; Wheelbarrows

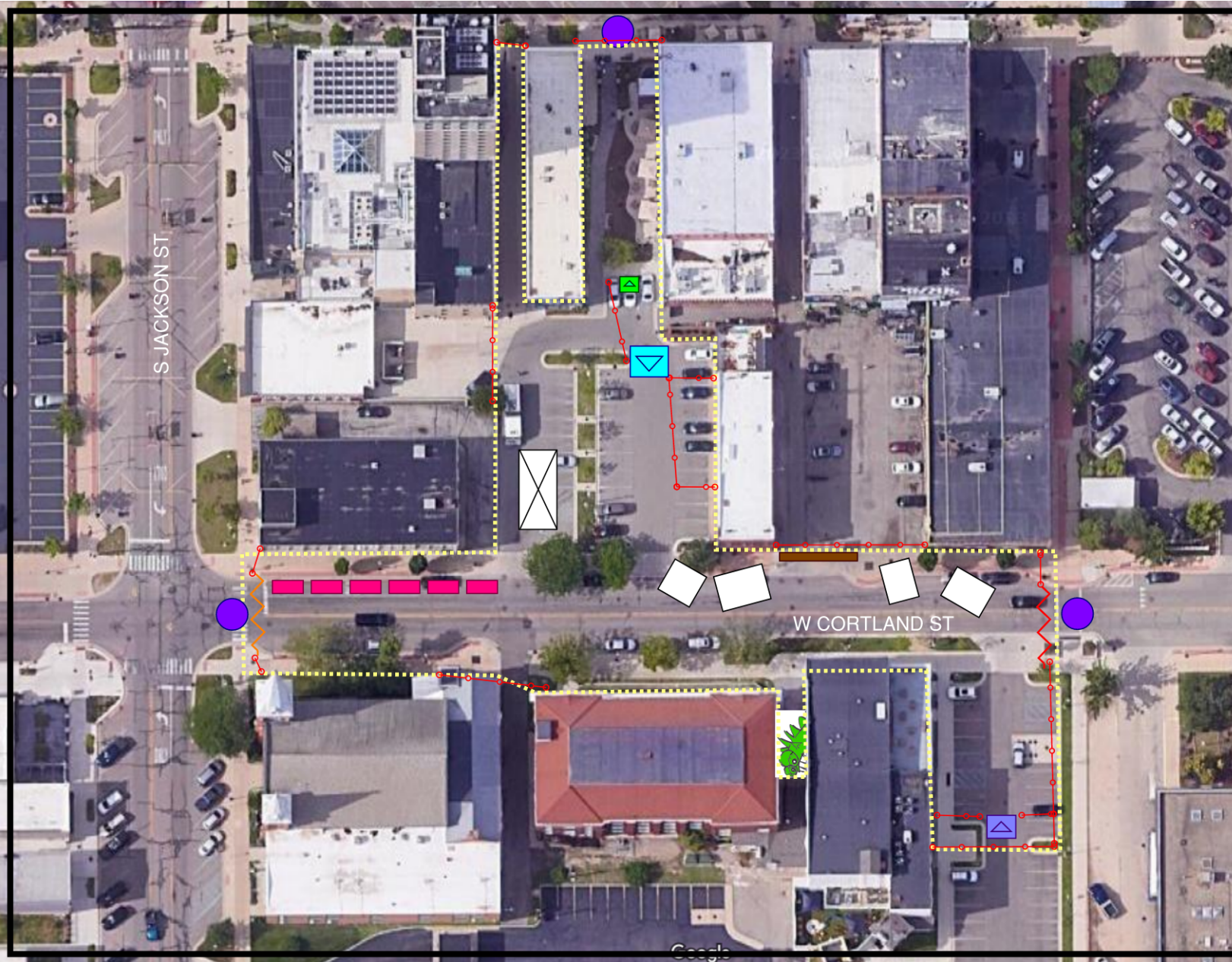
### 10/13/2023      **Festival Setup** 8:00a.

Request: Delivery of street closure signs; Traffic Cones; Fencing; Portable toilets; Picnic Tables; Bleachers















10/14/2023    **Festival**

10/15/2023    **Festival Tear Down**

Request: Pickup any city property (road closed signs, cones, tables, bleachers)



## LEGEND

-  Festival Boundary
-  Hard Road Close
-  Soft Road Close
-  Fencing
-  Bright Stage
-  Tempo Stage
-  Interactive Stage
-  VIP Area
-  Food Trucks
-  Art Installations
-  20' x 40' Tent  
Picnic Area
-  Porta Potties (10)
-  Entrances
-  Monster Box Theatre

ETA Festival  
 October 14, 2023  
 3:00 PM - 10:30 PM  
 Free Entry  
 Social District Applies



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 26, 2023  
**SUBJECT:** Second Reading/Final Adoption of Ordinance No. 515

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**Recommendation:**

Approve the second reading/final adoption of an ordinance to establish compensation rates for administrative and supervisory employees of the City of Jackson.

Attached is Ordinance No. 515. Ordinance No. 515 was advanced to a second reading at the September 12, 2023 Council Meeting.

Your consideration and concurrence is appreciated.

**Ordinance No. 515**

**AN ORDINANCE TO ESTABLISH COMPENSATION RATES FOR ADMINISTRATIVE AND SUPERVISORY EMPLOYEES OF THE CITY OF JACKSON**

**THE CITY OF JACKSON ORDAINS:**

Section 1: Definition. For purposes of this ordinance, the term “Administrative and Supervisory Employees” shall mean employees and appointed officials of the City of Jackson not covered by a current labor agreement.

Section 2: As of July 1, 2023, Administrative and Supervisory Employees shall be compensated on the basis of the annual salary rates shown on the attached “Schedule I, Administrative and Supervisory Employee Pay Rates,” according to the employee's appropriate step rate within the Class Grade assigned the individual’s classification title under the Personnel Policy.

Section 3: Eligible employees must be actively employed by the City of Jackson thirty (30) days from the date of final adoption of this ordinance to be eligible for the new salary rate adjustment. The salary rate adjustments shall be retroactive to July 1, 2023. Employees whose wages are “red-circled” in accordance with Article XI – Compensation, Section XI-1, Salary Schedules of the Personnel Policy shall not receive annual increases granted by City Council ordinances for compensation to employees.

Section 4: Repeal. Ordinance 514 is hereby repealed as of July 1, 2023.

Section 5: This ordinance shall take effect thirty (30) days from the date of final adoption.

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The foregoing Ordinance No. 515 was adopted by the Jackson City Council on September 26, 2023 and a summary was published on October 1, 2023.

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Daniel Mahoney, Mayor

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Andrea Muray, City Clerk

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Andrea Muray, City Clerk

**DATE:** September 26, 2023

**SUBJECT:** Second Reading/Final Adoption of Ordinance 2023-06

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**Recommendation:**

Approve the second reading/final adoption of an ordinance amending Section 16-520, Article XVIII, Jackson Code of Ordinances to allow an additional hour of operation for Marihuana Provisioning Centers and Retail Establishments.

Attached is Ordinance 2023-06.

Your consideration and concurrence is appreciated.

**ORDINANCE NO. 2023-06**

An ordinance amending Section 16-520, Chapter 16, Article XVIII, of the City of Jackson Code of Ordinances to change the hours of operations for Marihuana Provisioning Centers and Retailers.

*THE PEOPLE OF THE CITY OF JACKSON ORDAIN*

Section 1. Purpose. The purpose of this ordinance is to amend the hours of operation for marihuana provisioning centers and retailers allowable under the Code of Ordinances.

Section 2. That Chapter 16, Article XVIII License allocation and fees, Section 16-520, of the City Code be amended to read as follows:

**Sec. 16-520. Minimum operational standards of provisioning centers or retailers.**

- (a) In addition to all general requirements, the following minimum standards for provisioning center and retailer shall apply:
- (1) No provisioning center or retailer shall be open between the hours of 9:00 p.m. and 9:00 a.m.;
  - (2) Any usable marihuana remaining on the premises of a provisioning center or retailer while the provisioning center or retailer is not in operation shall be secured as required by state law, rules and advisory opinions;
  - (3) A provisioning center or retailer must be at a fixed location. Drive-through window(s) on the premises of a provisioning center shall not be permitted;
  - (4) All marihuana delivered to a patient shall be packaged and labeled as provided by state laws.
  - (5) All registered patients must present both their Michigan Medical Marihuana patient/caregiver identification card and government issued photo identification prior to entering restricted/limited areas or non-public areas of the provisioning center, and if no restricted/limited area is required, then promptly upon entering the provisioning center.
  - (6) No advertising material may be used that is misleading, deceptive, or false, or that is designed to appeal to minors.
  - (7) No provisioning center or retailer shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium within one thousand feet (1,000) of the real property comprising a public or private elementary, vocational or secondary school.
  - (8) Certified laboratory testing results that meet the MMMA, MMFLA, MRTMA or applicable state laws must be available to all provisioning center patients/customers upon request.

Section 3. Effective Date. This ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2023-06 was adopted by the Jackson City Council on the 26<sup>th</sup> day of September, 2023 and a summary published on October 1, 2023.

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Andrea Muray, City Clerk

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Daniel Mahoney, Mayor

## ORDINANCE NO. 2023-XX

An ordinance amending Section 16-520, Chapter 16, Article XVIII, of the City of Jackson Code of Ordinances to change the hours of operations for Marihuana Provisioning Centers and Retailers.

### *THE PEOPLE OF THE CITY OF JACKSON ORDAIN*

Section 1. Purpose. The purpose of this ordinance is to amend the hours of operation for marihuana provisioning centers and retailers allowable under the Code of Ordinances.

Section 2. That Chapter 16, Article XVIII License allocation and fees, Section 16-520, of the City Code be amended to read as follows:

#### **Sec. 16-520. Minimum operational standards of provisioning centers or retailers.**

- (a) In addition to all general requirements, the following minimum standards for provisioning center and retailer shall apply:
- (1) No provisioning center or retailer shall be open between the hours of ~~8~~9:00 p.m. and 9:00 a.m.;
  - (2) Any usable marihuana remaining on the premises of a provisioning center or retailer while the provisioning center or retailer is not in operation shall be secured as required by state law, rules and advisory opinions;
  - (3) A provisioning center or retailer must be at a fixed location. Drive-through window(s) on the premises of a provisioning center shall not be permitted;
  - (4) All marihuana delivered to a patient shall be packaged and labeled as provided by state laws.
  - (5) All registered patients must present both their Michigan Medical Marihuana patient/caregiver identification card and government issued photo identification prior to entering restricted/limited areas or non-public areas of the provisioning center, and if no restricted/limited area is required, then promptly upon entering the provisioning center.
  - (6) No advertising material may be used that is misleading, deceptive, or false, or that is designed to appeal to minors.
  - (7) No provisioning center or retailer shall place or maintain, or cause to be placed or maintained, an advertisement of marihuana in any form or through any medium within one thousand feet (1,000) of the real property comprising a public or private elementary, vocational or secondary school.
  - (8) Certified laboratory testing results that meet the MMMA, MMFLA, MRTMA or applicable state laws must be available to all provisioning center patients/customers upon request.

Section 3. Effective Date. This ordinance takes effect thirty (30) days from the date of adoption.

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 26, 2023  
**SUBJECT:** Second Reading/Final Adoption of Ordinance 2023-07

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**Recommendation:**

Approve the second reading/final adoption of an ordinance amending Chapter 28, Article IX, Section 28-253, of the City of Jackson Code of Ordinances to remove all language from the section as it pertains to revocable licenses for signs and/or awning in the right-of-way and to amend permit and conditional use requirements for specific types of signs.

Attached is Ordinance 2023-07. Ordinance No. 2023-07 was advanced to a second reading/final adoption at the September 12, 2023 City Council Meeting.

Your consideration and concurrence is appreciated.

**ORDINANCE NO. 2023-07**

An ordinance amending Chapter 28, Article IX, Section 28-253 of the City of Jackson Code of Ordinance by eliminating language throughout the Section and amending subsections (d), (f), and (l).

*THE PEOPLE OF THE CITY OF JACKSON ORDAIN*

Section 1. Purpose. The purpose of this ordinance is to amend the permit and conditional use requirements for specific types of signs allowable under the Code of Ordinances.

Section 2. That Chapter 28 Zoning, Article IX, Section 28-253, of the City Code be amended to read as follows:

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-253. – Signs subject to permit or other approvals**

**Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)**

	<b>Sign Types, Districts Permitted, Required Approvals</b>	<b>Size Restrictions</b>	<b>Additional Restrictions</b>
(a)	<i>Awning Signage.</i> Permitted in the R-4, R-6, C-1, C-2, I-1 and I-2 Districts, subject to the sign permit.	<i>Number.</i> One (1) per property or business entrance. <i>Total Sign Area.</i> Message shall not cover more than one-third (1/3) of the apron of each awning.	All or a portion of the permitted awning signage area may be used towards wall signage. The apron of the awning must be at least nine (9) feet above ground level or sidewalk. Awnings must meet the building design standards (see section 28-115(f)(3)). Sign materials and sign colors must complement the building(s) located on the site and emulate the neighborhood.
(b)	<i>Billboards.</i> Permitted only in the I-2 Zoning District, subject to a Conditional Use Permit (see section 28-145).		
(c)	<i>Construction Site Signs.</i> Permitted in the R-4, R-5, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to the sign permit.	<i>Total Sign Area.</i> Nonresidential construction site sign size shall not exceed an aggregate of sixty-four (64) square feet; no one sign shall exceed thirty-two (32) square feet. <i>Height.</i> Shall not exceed ten (10) feet.	All signs shall be erected during the construction period. Such signs shall be removed no more than fourteen (14) days after the date that development or phase is completed. The developer may request a permit renewal from the zoning administrator, or his/her designee, following all of the pertinent procedures of the original approval if additional time

			<p>is needed for the project or for additional phases. In addition to permit requirements, permit renewal requests will consider the current condition and quality of the existing sign and whether replacement or repair is necessary.</p> <p>No construction site signs shall be located in the public right-of-way.</p>
(d)	<p><i>Electronic and Other Changeable Message Board.</i></p> <p>Only permitted as part of a permitted monument sign, cannot stand alone.</p> <p>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only, including home occupation/business use, subject to conditional use approval (section 28-145).</p> <p>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit..</p> <p>Electronic Message Boards are only allowed on lots with at least one hundred (100) feet of continuous street frontage.</p>	<p><i>Number.</i> One (1) per lot.</p> <p><i>Total Sign Area.</i> The electronic or other changeable message board sign shall not exceed twenty-five percent (25%) of the total monument sign area proposed.</p>	<p>An electronic or other changeable message board located on street frontage shall only have a static message or image that changes if the rate of change between two (2) static messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less.</p> <p>White lighted background is strictly prohibited 30 minutes after sunset until 30 minutes before sunrise in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts.</p> <p>All electronic signs located in R-1, R-2, and R-3 Districts shall discontinue display 30 minutes after sunset until 30 minutes before sunrise.</p>
(e)	<p><i>Gas Station Canopy Signage.</i></p> <p>Only permitted in the C-4, I-1, and I-2 Districts, subject to a sign permit.</p>	<p><i>Number.</i> Up to three (3).</p> <p><i>Total Sign Area.</i> Shall not exceed eight (8) square feet per sign and each sign shall be contained in the canopy facade.</p>	<p>The face of the canopy shall not be internally illuminated, if proposed as such, the entire canopy area will be considered part of the sign, unless the canopy is a dark color and the letters are light and illuminated.</p>
(f)	<p><i>Monument (Ground) Signs.</i></p> <p>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only.</p> <p>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1, and I-2 Districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) monument/ground sign per lot in addition to permitted wall, awning, and window signage.</p> <p><i>Total Sign Area.</i> Twenty (20) square feet per sign face in the R-4, and R-6 Districts, forty (40) square feet in the C-1, C-2, and C-3 Districts, and sixty (60) square feet in the C-4, I-1, and I-2 Districts.</p> <p><i>Height.</i> Five (5) feet above grade in the R-1 through R-3, R-4, R-6, C-</p>	<p>No part of monument sign may be placed within five (5) feet of a front lot line or within five (5) feet of a side lot line. In no case may the sign violate the provisions of section 28-126, visibility at intersections.</p> <p>Sign materials and sign colors must complement the building(s) located on the site and emulate the high quality traditional character of the city.</p>

		1, and C-2 Districts, and six (6) feet above grade in the C-4, I-1, and I-2 Districts.	
(g)	<p><i>Murals Without Signage.</i></p> <p>Permitted only in R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts and public parks, subject to site plan approval (see section 28-135). A mural can be a portion of a construction site sign as defined by this chapter.</p> <p>Murals must be constructed of appropriate materials and reasonably maintained.</p>	<p><i>Number.</i> No more than two (2) walls per building address may contain a mural.</p> <p><i>Total Sign Area.</i> While up to 100% of the wall area may contain a mural no more than fifty (50) percent of any one wall area may contain business signage.</p>	<p>Colors and design shall complement the structure and neighborhood. This determination shall be made by the Jackson Public Arts Commission.</p>
(h)	<p><i>Projecting Signs.</i></p> <p>Only permitted in the C-3 District, subject to a sign permit.</p>	<p><i>Total Sign Area.</i> The sign shall not exceed sixteen (16) square feet in area with a maximum width of two (2) feet measured from the inside edge of the sign which shall be no more than six (6) inches from the exterior wall of the structure.</p> <p><i>Height.</i> Projecting signs must be affixed to the front facade of the business and allow a nine (9) foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.</p>	<p>The applicant is permitted a projecting sign in place of one (1) of the allowable wall signs.</p>
(i)	<p><i>Sandwich Boards (A-Frame Signs).</i></p> <p>Permitted in the C-1, C-2, and C-3 Districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per building, regardless of the number of tenants.</p> <p><i>Total Sign Area.</i> Shall not exceed a length of two (2) feet and a height of three (3) feet.</p>	<p>Each sign shall be placed outside only during the hours of operation and shall be stored indoors at all other times. Signs shall not be physically secured to light poles, vegetation, street furniture, or other permanent structures.</p> <p>Each sign shall be placed next to the building wall or adjacent to the curb in a manner which provides four (4) feet of free passage for pedestrians and does not interfere with normal pedestrian or automobile traffic. No sign shall be in the sight clearance triangle.</p> <p>The owner of the sandwich board shall provide a certificate of</p>

			<p>insurance and insurance endorsement listing the City of Jackson as an additional insured, and this certificate must be in a coverage amount established by the city attorney to ensure the city's protection.</p> <p>All sign frames shall be constructed of a weatherproof material and shall be kept in good repair.</p>
(j)	<p><i>Temporary Banners.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per street front. <i>Total Sign Area.</i> Shall not exceed an area of thirty-two (32) square feet.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to no more than three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p>
(k)	<p><i>Temporary Event Signs.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per event. <i>Total Sign Area.</i> Shall not exceed an area of twelve (12) square feet. Signs in the right-of-way may not be more the four (4) feet tall or four (4) feet wide.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to up to three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p>
(l)	<p><i>Wall Signs.</i> Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit.</p>	<p><i>Number.</i> One (1) wall sign or projecting sign per facade as permitted below. <i>Total Sign Area.</i> The sign's surface shall not exceed two (2) square feet for each lineal foot of the length of the primary building facade up to a maximum of one hundred (100) square feet. <i>Height.</i> Signs attached to a building shall not extend above the building roof line.</p>	<p>Wall signs may be placed anywhere on a building or accessory structure (such as a gas station or drive-through window canopy) provided it meets the height requirements.</p> <p>All or a portion of the permitted wall sign area may be used towards awning signage provided the proposed area meets the size restrictions of this chapter and the awning meets design standards of section 28-115(f)(3).</p>
(m)	<p><i>Projecting LED Wall Signs.</i> Only permitted in the C-3 District, subject to a sign permit.</p>	<p><i>Number.</i> One (1) projecting LED wall sign per facade as permitted below. Shall not be in</p>	<p>Shall only have a static message or image that changes if the rate of change between two (2) static</p>

		<p>combination with wall signs as described in section 28-253(l).</p> <p><i>Total Sign Area.</i> The sign's surface shall not exceed five (5) square feet per side.</p> <p><i>Height.</i> Projecting LED wall signs must be affixed to the front facade of the business and allow a nine-foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.</p>	<p>messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less, and the maximum daylight sign luminance level does not exceed four thousand (4,000) candelas per meter squared and does not exceed three hundred seventy-five (375) candelas per meter squared at all other times. In addition, any sign permitted to have this changeable copy, must configure to default to a static display in the event of mechanical failure.</p>
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Section 3. Effective Date. This ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2023-07 was adopted by the Jackson City Council on the 26<sup>th</sup> day of September, 2023 and a summary published on October 1, 2023.

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Andrea Muray, City Clerk

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Daniel Mahoney, Mayor

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-253. – Signs subject to permit or other approvals**

**Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)**

(d)	<p><i>Electronic and Other Changeable Message Board.</i></p> <p><del>Only permitted as part of a permitted monument sign, cannot stand alone.</del></p> <p><del>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only, including home occupation/business use, subject to conditional use approval (section 28-145).</del></p> <p><del>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit. Electronic Message Boards are only allowed on lots with at least one hundred (100) feet of continuous street frontage.</del></p> <p><del>Electronic Message Boards are only allowed on lots with at least one hundred (100) feet of continuous street frontage.</del></p>	<p><i>Number.</i> One (1) per lot.</p> <p><i>Total Sign Area.</i> The electronic or other changeable message board sign shall not exceed twenty-five percent (25%) of the total monument sign area proposed.</p>	<p><del>Only permitted as part of a permitted monument sign, cannot stand alone.</del></p> <p>An electronic or other changeable message board located on street frontage shall only have a static message or image that changes if the rate of change between two (2) static messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less, <del>and the maximum daylight sign luminance level does not exceed sixty two thousand (62,000) candelas per meter squared at forty thousand (40,000) lux illumination beginning one half (½) hour after sunrise and continuing until one half (½) hour before sunset and does not exceed three hundred seventy five (375) candelas per meter squared at four (4) lux illumination at all other times. In addition, any sign permitted to have this changeable copy, must configure to default to a static display in the event of mechanical failure.</del></p> <p><del>White lighted background is strictly prohibited 30 minutes after sunset until 30 minutes before sunrise in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts.</del></p> <p><del>All electronic signs located in R-1, R-2, and R-3 Districts shall discontinue display 30 minutes after sunset until 30 minutes before sunrise.</del></p>
(f)	<p><i>Monument (Ground) Signs.</i></p> <p><del>Permitted in the R-1, R-2, and R-3 Districts for non-residential uses only, subject to a sign permit.</del></p> <p><del>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1, and I-2 Districts subject to a sign permit.</del></p>	<p><i>Number.</i> One (1) monument/ground sign per lot in addition to permitted wall, awning, and window signage.</p> <p><i>Total Sign Area.</i> Twenty (20) square feet per sign face in the R-4, and R-6 Districts, forty (40) square feet in the</p>	<p>No part of monument sign may be placed within five (5) feet of a front lot line or within five (5) feet of a side lot line. In no case may the sign violate the provisions of section 28-126, visibility at intersections.</p>

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

	<p><del>Permitted in the R-1, R-2, and R-3 Districts subject to conditional use approval (section 28-147).</del></p>	<p>C-1, C-2, and C-3 Districts, and sixty (60) square feet in the C-4, I-1, and I-2 Districts.</p> <p><i>Height.</i> Five (5) feet above grade in the R-1 through R-3, R-4, R-6, C-1, and C-2 Districts, and six (6) feet above grade in the C-4, I-1, and I-2 Districts.</p>	<p>Sign materials and sign colors must complement the building(s) located on the site and emulate the high quality traditional character of the city.</p>
(I)	<p><i>Wall Signs.</i>          Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit.</p>	<p><i>Number.</i> One (1) wall sign or projecting sign per facade as permitted below.</p> <p><i>Total Sign Area.</i> The sign's surface shall not exceed two (2) square feet for each lineal foot of the length of the primary building facade up to a maximum of one hundred (100) square feet.</p> <p><i>Height.</i> <u>Signs attached to a building shall not extend above the building roof line.</u><del>Signs to be placed on the wall below the roof line for one story buildings and below the bottom of the second floor for multiple story buildings in the downtown (C-3 district) and as a conditional land use when located above the second floor of a building.</del></p>	<p>Wall signs may be placed anywhere on a building or accessory structure (such as a gas station or drive-through window canopy) provided it meets the height requirements.</p> <p>All or a portion of the permitted wall sign area may be used towards awning signage provided the proposed area meets the size restrictions of this chapter and the awning meets design standards of section 28-115(f)(3).</p> <p>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</p>

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-253. – SIGNS SUBJECT TO PERMIT OR OTHER APPROVAL**

August 23, 2023

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-253. – Signs subject to permit or other approvals**

**Table of Sign Standards for Signs Subject to a Permit Unless Otherwise Specified (in this Table)**

	<b>Sign Types, Districts Permitted, Required Approvals</b>	<b>Size Restrictions</b>	<b>Additional Restrictions</b>
(a)	<i>Awning Signage.</i> Permitted in the R-4, R-6, C-1, C-2, I-1 and I-2 Districts, subject to the sign permit.	<i>Number.</i> One (1) per property or business entrance. <i>Total Sign Area.</i> Message shall not cover more than one-third (1/3) of the apron of each awning.	All or a portion of the permitted awning signage area may be used towards wall signage. The apron of the awning must be at least nine (9) feet above ground level or sidewalk. Awnings must meet the building design standards (see section 28-115(f)(3)). Sign materials and sign colors must complement the building(s) located on the site and emulate the neighborhood. <del>Awnings that overhang a public right-of-way require a revocable license (see section 28-166).</del>
(h)	<i>Projecting Signs.</i> Only permitted in the C-3 District, subject to a sign permit.	<i>Total Sign Area.</i> The sign shall not exceed sixteen (16) square feet in area with a maximum width of two (2) feet measured from the inside edge of the sign which shall be no more than six (6) inches from the exterior wall of the structure. <i>Height.</i> Projecting signs must be affixed to the front facade of the business and allow a nine (9) foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.	The applicant is permitted a projecting sign in place of one (1) of the allowable wall signs. <del>A revocable license is needed if the sign projects into a public right of way (see section 28-166).</del>
(i)	<i>Sandwich Boards (A-Frame Signs).</i> Permitted in the C-1, C-2, and C-3 Districts subject to a sign permit.	<i>Number.</i> One (1) per building, regardless of the number of tenants. <i>Total Sign Area.</i> Shall not exceed a length of two (2) feet and a height of three (3) feet.	Each sign shall be placed outside only during the hours of operation and shall be stored indoors at all other times. Signs shall not be physically secured to light poles, vegetation, street furniture, or other permanent structures.

			<p>Each sign shall be placed next to the building wall or adjacent to the curb in a manner which provides four (4) feet of free passage for pedestrians and does not interfere with normal pedestrian or automobile traffic. No sign shall be in the sight clearance triangle.</p> <p><del>No revocable license is required if the sandwich board is placed in a public right-of-way.</del></p> <p>The owner of the sandwich board shall provide a certificate of insurance and insurance endorsement listing the City of Jackson as an additional insured, and this certificate must be in a coverage amount established by the city attorney to ensure the city's protection.</p> <p>All sign frames shall be constructed of a weatherproof material and shall be kept in good repair.</p>
(j)	<p><i>Temporary Banners.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per street front. <i>Total Sign Area.</i> Shall not exceed an area of thirty-two (32) square feet.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to no more than three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p> <p><del>Any banner positioned within or suspended above a public right-of-way requires a revocable license (see section 28-166).</del></p>
(k)	<p><i>Temporary Event Signs.</i> Permitted in all districts subject to a sign permit.</p>	<p><i>Number.</i> One (1) per event. <i>Total Sign Area.</i> Shall not exceed an area of twelve (12) square feet. Signs in the right-of-way may not be more the four (4) feet tall or four (4) feet wide.</p>	<p>Shall be permitted to be displayed for up to thirty (30) days. Signs are limited to up to three (3) events per calendar year.</p> <p>If mounted to the ground, a two sided sign is permitted but shall not exceed the maximum sign dimensions. No sign shall be in the sight clearance triangle.</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>
(l)	<p><i>Wall Signs.</i></p>	<p><i>Number.</i> One (1) wall sign or projecting sign per facade as permitted below.</p>	<p>Wall signs may be placed anywhere on a building or accessory structure (such as a gas station or drive-</p>

	<p>Permitted in the R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts, subject to a sign permit.</p>	<p><i>Total Sign Area.</i> The sign's surface shall not exceed two (2) square feet for each lineal foot of the length of the primary building facade up to a maximum of one hundred (100) square feet.</p> <p><i>Height.</i> Signs to be placed on the wall below the roof line for one story buildings and below the bottom of the second floor for multiple story buildings in the downtown (C-3 district) and as a conditional land use when located above the second floor of a building.</p>	<p>through window canopy) provided it meets the height requirements.</p> <p>All or a portion of the permitted wall sign area may be used towards awning signage provided the proposed area meets the size restrictions of this chapter and the awning meets design standards of section 28-115(f)(3).</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>
(m)	<p><i>Projecting LED Wall Signs.</i></p> <p>Only permitted in the C-3 District, subject to a sign permit.</p>	<p><i>Number.</i> One (1) projecting LED wall sign per facade as permitted below. Shall not be in combination with wall signs as described in section 28-253(l).</p> <p><i>Total Sign Area.</i> The sign's surface shall not exceed five (5) square feet per side.</p> <p><i>Height.</i> Projecting LED wall signs must be affixed to the front facade of the business and allow a nine-foot clearance from the bottom of the sign to the sidewalk. The top of the sign shall not be installed at a height taller than the bottom of the second floor or between the parapet and the windows of a single story structure.</p>	<p>Shall only have a static message or image that changes if the rate of change between two (2) static messages or images does not exceed more than one (1) change per five (5) minutes, each change is complete in one (1) second or less, and the maximum daylight sign luminance level does not exceed four thousand (4,000) candelas per meter squared and does not exceed three hundred seventy-five (375) candelas per meter squared at all other times. In addition, any sign permitted to have this changeable copy, must configure to default to a static display in the event of mechanical failure.</p> <p><del>Any sign projecting greater than fifteen (15) inches into a public right-of-way requires a revocable license (see section 28-166).</del></p>

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 26, 2023  
**SUBJECT:** Second Reading/Final Adoption of Ordinance 2023-08

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**Recommendation:**

Approve the second reading/final adoption of an ordinance amending Chapter 28, Article IX, Section 28-257, of the City of Jackson Code of Ordinances to remove all language from the section as it pertains to revocable licenses for signs and/or awnings in the right-of-way.

Attached is Ordinance 2023-08. Ordinance No. 2023-08 was advanced to a second reading/final adoption at the September 12, 2023 City Council Meeting.

Your consideration and concurrence is appreciated.

**ORDINANCE NO. 2023-08**

An ordinance amending Section 28-257, Article IX, Chapter 28 of the City of Jackson Code of Ordinances to streamline the application process for installing signs or awning overhanging a right of way

*THE PEOPLE OF THE CITY OF JACKSON ORDAIN*

Section 1. Purpose. The purpose of this ordinance is remove all language as it pertains to revocable licenses for signs and/or awnings in the right-of-way under the Code of Ordinances.

Section 2. That Chapter 28 Zoning, Article IX, Section 28-257, of the City Code be amended to read as follows:

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-257. – Signs that do not require a permit.**

**Table of Sign Standards for Signs That Do Not Require a Permit (in this Table)**

	Sign Types, Districts Permitted, Required Approvals	Size Restrictions	Additional Restrictions
(a)	<i>Drive-Thru Boards.</i> Permitted in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts.	<i>Total Sign Area.</i> Total surface area not to exceed forty-eight (48) square feet. <i>Height.</i> No sign shall exceed a maximum height of six (6) feet from grade.	Direct illumination is prohibited.
(b)	<i>Flags.</i> Permitted in all districts.	<i>Total Sign Area.</i> Aggregate of all signs shall not exceed thirty-two (32) square feet.	
(c)	<i>Incidental Signs.</i> Permitted in all districts.	<i>Total Sign Area.</i> Total number of signs shall not exceed an aggregate side face area of six (6) square feet. <i>Single Sign Area.</i> The total sign's surface for a single sign shall not exceed two (2) square feet.	Direct illumination is prohibited.
(d)	<i>Ingress/Egress Signs.</i> Permitted in all districts.	<i>Total Sign Area.</i> Total surface area not to exceed three (3) square feet per sign face. <i>Height.</i> No sign shall exceed a maximum height of five (5) feet from grade if mounted to the ground.	Such signs must be attached to existing sign posts if available or as otherwise allowed the zoning administrator. The plan for the location of such signage must be approved by the zoning administrator. Direct illumination is prohibited.
(e)	<i>Murals Without Signage.</i> Permitted only in R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts and public parks.	<i>Number.</i> No more than two (2) walls per building address may contain a mural. <i>Total Sign Area.</i> Up to 100% of the wall area may contain a non-signage mural.	A mural can be a portion of a construction site sign as defined by this chapter. Murals must be constructed of appropriate materials and reasonably maintained. Colors and design shall complement the structure and neighborhood. This determination shall be made by the Jackson Public Arts Commission.

(f)	<p><i>Parking Lot Signs.</i> Permitted in all districts.</p>	<p><i>Total Sign Area.</i> Total surface area shall not exceed sixteen (16) square feet per sign face. <i>Height.</i> No sign shall exceed a maximum height of six (6) feet from grade if mounted to the ground.</p>	<p>Direct illumination is prohibited.</p>
(g)	<p><i>Temporary Freestanding Commercial and Industrial Yard Signs and Swinging Signs.</i> Permitted in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts.</p>	<p><i>Number.</i> Total number of signs shall not exceed an aggregate side face area of twenty (20) square feet. <i>Single Sign Area.</i> The total sign's surface for a single sign shall not exceed eight (8) square feet. <i>Height.</i> No sign shall exceed a maximum height of four (4) feet.</p>	<p>No sign shall be in place for a period exceeding six (6) consecutive months. Swinging signs may be wall or ground mounted and only in the C-3 district. Direct illumination is prohibited.</p>
(h)	<p><i>Temporary Freestanding Residential Yard Signs and Swinging Signs.</i> Permitted in the R-1, R-2, R-3, R-4, R-5 and R-6 Districts.</p>	<p><i>Number.</i> Total number of signs shall not exceed an aggregate side face area of eighteen (18) square feet. <i>Total Sign Area.</i> The total sign's surface for a single sign shall not exceed six (6) square feet. <i>Height.</i> No sign shall exceed a maximum height of four (4) feet.</p>	<p>No sign shall be in place for a period exceeding three (3) consecutive months. Swinging signs may be wall or ground mounted and only in the R-4 and R-6 districts. Direct illumination is prohibited.</p>
(i)	<p><i>Warning Signs.</i> Permitted in all districts.</p>	<p><i>Total Sign Area.</i> For warning signs located in the R-1, R-2, R-3 and R-5 Districts, the total surface area for a single sign face shall not exceed three (3) square feet. For warning signs located in the R-4 and R-6 Districts, the total surface area for a single sign face shall not exceed four (4) square feet. For warning signs located in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts, the total surface area for a single sign face shall not exceed six (6) square feet.</p>	<p>When required by local, state or federal law, the sign shall be placed in a conspicuous location that is reasonably expected to notify persons of potential hazard. Unless state or federal law requires a different size. Direct illumination is prohibited.</p>
(j)	<p><i>Window Signs.</i> Permitted in all districts.</p>	<p><i>Total Sign Area.</i> In total the message shall cover no more than one-quarter (1/4) of the front window area.</p>	<p>Signs shall be affixed directly to the window. Front lit illumination is prohibited in all districts. Back lit illumination is allowed in the C-1, C-2, C-3, C-4, I-1, and I-2 districts.</p>

Section 3. Effective Date. This ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2023-08 was adopted by the Jackson City Council on the 26<sup>th</sup> day of September, 2023 and a summary published on October 1, 2023.

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Andrea Muray, City Clerk

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Daniel Mahoney, Mayor

**ARTICLE IX. SIGN REGULATIONS**  
**SECTION 28-257. – SIGNS THAT DO NOT REQUIRE A PERMIT.**

August 23, 2023

**ARTICLE IX. SIGN REGULATIONS**

**Sec. 28-257. – Signs that do not require a permit.**

**Table of Sign Standards for Signs That Do Not Require a Permit (in this Table)**

	Sign Types, Districts Permitted, Required Approvals	Size Restrictions	Additional Restrictions
(a)	<i>Drive-Thru Boards.</i> Permitted in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts.	<i>Total Sign Area.</i> Total surface area not to exceed forty-eight (48) square feet. <i>Height.</i> No sign shall exceed a maximum height of six (6) feet from grade.	Direct illumination is prohibited.
(b)	<i>Flags.</i> Permitted in all districts.	<i>Total Sign Area.</i> Aggregate of all signs shall not exceed thirty-two (32) square feet.	
(c)	<i>Incidental Signs.</i> Permitted in all districts.	<i>Total Sign Area.</i> Total number of signs shall not exceed an aggregate side face area of six (6) square feet. <i>Single Sign Area.</i> The total sign's surface for a single sign shall not exceed two (2) square feet.	<del>Any sign located in a public right-of-way requires a revocable license (see section 28-166)</del> Direct illumination is prohibited.
(d)	<i>Ingress/Egress Signs.</i> Permitted in all districts.	<i>Total Sign Area.</i> Total surface area not to exceed three (3) square feet per sign face. <i>Height.</i> No sign shall exceed a maximum height of five (5) feet from grade if mounted to the ground.	Such signs must be attached to existing sign posts if available or as otherwise allowed the zoning administrator. The plan for the location of such signage must be approved by the zoning administrator. <del>Any sign located in a public right-of-way requires a revocable license (see section 28-166).</del> Direct illumination is prohibited.
(e)	<i>Murals Without Signage.</i> Permitted only in R-4, R-6, C-1, C-2, C-3, C-4, I-1 and I-2 Districts and public parks.	<i>Number.</i> No more than two (2) walls per building address may contain a mural. <i>Total Sign Area.</i> Up to 100% of the wall area may contain a non-signage mural.	A mural can be a portion of a construction site sign as defined by this chapter. Murals must be constructed of appropriate materials and reasonably maintained. Colors and design shall complement the structure and neighborhood. This determination shall be made by the Jackson Public Arts Commission.
(f)	<i>Parking Lot Signs.</i> Permitted in all districts.	<i>Total Sign Area.</i> Total surface area shall not exceed sixteen (16) square feet per sign face. <i>Height.</i> No sign shall exceed a maximum height of six (6) feet from grade if mounted to the ground.	<del>Any sign located in a public right-of-way requires a revocable license (see section 28-166).</del> Direct illumination is prohibited.
(g)	<i>Temporary Freestanding Commercial and Industrial Yard Signs and Swinging Signs.</i>	<i>Number.</i> Total number of signs shall not exceed an aggregate side face area of twenty (20) square feet.	No sign shall be in place for a period exceeding six (6) consecutive months.

	Permitted in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts.	<p><i>Single Sign Area.</i> The total sign's surface for a single sign shall not exceed eight (8) square feet.</p> <p><i>Height.</i> No sign shall exceed a maximum height of four (4) feet.</p>	<p>Swinging signs may be wall or ground mounted and only in the C-3 district.</p> <p><del>Any sign located in a public right of way requires a revocable license (see section 28-166).</del></p> <p>Direct illumination is prohibited.</p>
(h)	<p><i>Temporary Freestanding Residential Yard Signs and Swinging Signs.</i></p> <p>Permitted in the R-1, R-2, R-3, R-4, R-5 and R-6 Districts.</p>	<p><i>Number.</i> Total number of signs shall not exceed an aggregate side face area of eighteen (18) square feet.</p> <p><i>Total Sign Area.</i> The total sign's surface for a single sign shall not exceed six (6) square feet.</p> <p><i>Height.</i> No sign shall exceed a maximum height of four (4) feet.</p>	<p>No sign shall be in place for a period exceeding three (3) consecutive months.</p> <p>Swinging signs may be wall or ground mounted and only in the R-4 and R-6 districts.</p> <p><del>Any sign located in a public right of way requires a revocable license (see section 28-166).</del></p> <p>Direct illumination is prohibited.</p>
(i)	<p><i>Warning Signs.</i></p> <p>Permitted in all districts.</p>	<p><i>Total Sign Area.</i> For warning signs located in the R-1, R-2, R-3 and R-5 Districts, the total surface area for a single sign face shall not exceed three (3) square feet.</p> <p>For warning signs located in the R-4 and R-6 Districts, the total surface area for a single sign face shall not exceed four (4) square feet.</p> <p>For warning signs located in the C-1, C-2, C-3, C-4, I-1 and I-2 Districts, the total surface area for a single sign face shall not exceed six (6) square feet.</p>	<p>When required by local, state or federal law, the sign shall be placed in a conspicuous location that is reasonably expected to notify persons of potential hazard. Unless state or federal law requires a different size.</p> <p><del>Any sign located in a public right of way requires a revocable license (see section 28-166).</del></p> <p>Direct illumination is prohibited.</p>
(j)	<p><i>Window Signs.</i></p> <p>Permitted in all districts.</p>	<p><i>Total Sign Area.</i> In total the message shall cover no more than one-quarter (1/4) of the front window area.</p>	<p>Signs shall be affixed directly to the window.</p> <p>Front lit illumination is prohibited in all districts.</p> <p>Back lit illumination is allowed in the C-1, C-2, C-3, C-4, I-1, and I-2 districts.</p>

ORDINANCE NO. 2023-09

An Ordinance repealing the provisions of City of Jackson, Code of Ordinances, Chapter 28, Article V, Section 28-166 – Revocable License for Signs and/or Awnings in the Right-of-Way

THE PEOPLE OF THE CITY OF JACKSON ORDAIN:

Section 1. Purpose

Sections 28-253 and 28-257 of Article IX, Chapter 28 –Zoning have been amended to remove all language pertaining to revocable licenses for signs and/or awnings in the right-of-way making it necessary to repeal Section 28-166, of Article V, Chapter 28.

Section 2. That City of Jackson, Code of Ordinances, Chapter 28, Article V, Section 28-166 be repealed.

Section 3. This Ordinance takes effect thirty (30) days from the date of adoption.

The foregoing Ordinance No. 2023-09 was adopted by the Jackson City Council on September 26, 2023 and a summary was published on October 1, 2023

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Andrea Muray, City Clerk

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Daniel Mahoney, Mayor

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Andrea Muray, City Clerk  
**DATE:** September 26, 2023  
**SUBJECT:** Second Reading/Final Adoption of Ordinance 2023-09

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**Recommendation:**

Approve the second reading/final adoption of an ordinance repealing Chapter 28, Article V, Section 28-166 – Revocable Licenses for Signs and/or Awnings in the right of Way, of the City of Jackson Code of Ordinances.

Attached is Ordinance 2023-09. Ordinance No. 2023-09 was advanced to a second reading/final adoption at the September 12, 2023 City Council Meeting.

Your consideration and concurrence is appreciated.

**ARTICLE V. - DEVELOPMENT APPROVAL PROCEDURES**  
**SECTION 28-166. – REVOCABLE LICENSE FOR SIGNS AND/OR AWNINGS IN THE RIGHT-OF-WAY.**

August 23, 2023

~~Sec. 28-166. Revocable license for signs and/or awnings in the right of way.~~

- ~~(a) The owner of any sign, awning, canopy, or marquee that will be placed in or hang over the right-of-way must complete an application for a revocable license and pay the required fee to the clerk's office. The application is available through the Community Development Department or online at the city's website: [www.cityofjackson.org](http://www.cityofjackson.org). The application must be returned to the Community Development Department along with a color rendering of the proposed sign, awning, canopy, or marquee. The application shall include a drawing of the building facade depicting height and width dimensions, the location of the sign, and the dimensions of the sign, awning, canopy, or marquee.~~
- ~~(b) The application must also include a general liability insurance certificate verifying that the owner of the sign, awning, canopy, or marquee is insured against personal injury and property damage arising out of erecting, altering, adding to, repairing of, or subsequent falling of the sign, awning, canopy, or marquee or sign parts. The owner shall also provide to the City of Jackson an insurance endorsement stating that the City of Jackson is an additional insured, and it must be in a coverage amount established by the city attorney to ensure the city's protection. If a revocable license is approved, the owner of the sign, awning, canopy, or marquee shall submit a renewal certificate of insurance and an insurance endorsement annually to the Community Development Department to prove the sign, awning, canopy, or marquee remains properly insured.~~
- ~~(c) Upon receipt of a completed application for a revocable license, the Community Development Department shall review the request for code compliance. The application for the revocable license, along with a recommendation from the Community Development Department or other city department(s), shall be placed on the next regularly scheduled city council meeting for city council action. All applications for a revocable license must either be denied or approved and executed within sixty (60) days of receipt. If the revocable license is approved by the city council, the mayor and clerk shall execute the revocable license. Any application that is not denied within sixty (60) days of receipt shall be deemed approved.~~
- ~~(d) If the owner of a sign, awning, canopy, or marquee having a revocable license seeks to enlarge, reduce in size, or change the sign, awning, canopy, or marquee, the owner must submit a new permit request and pay the required fee to the clerk's office. The sign inspector, along with legal staff, must review the new permit request to determine if a new revocable license is required. If a new revocable license is required, the new permit request must proceed under the process set forth in this section to obtain a new revocable license. A new permit shall not be required for ordinary servicing, repainting, cleaning or maintenance of an approved existing sign, and/or awning, provided that the condition of the original approval and the requirements of this chapter are not violated.~~
- ~~(e) If the owner of a sign, awning, canopy, or marquee already has a revocable license and intends to relocate the sign, awning, canopy, or marquee previously approved to a different part of the existing building with equal or greater facade dimensions (width) without making any changes to the size, color, graphics, or wording, the owner shall submit a new application for a revocable license to the Community Development Department. The application will be processed according to the requirements set forth in this section for all new revocable license permits.~~
- ~~(f) If the owner of a sign, awning, canopy, or marquee having a revocable license intends to relocate the sign, awning, canopy, or marquee previously approved to a different building, the owner shall submit a new revocable license application to the Community Development Department. The application will be processed according to the requirements set forth in this section for all new revocable license permits.~~

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 26, 2023

**SUBJECT:** Approve the sale of four City Owned vacant lots located on Cooper and E. Trail Streets, to the Greater Jackson Habitat for Humanity.

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Recommendation: Approve the sale of four City owned property located at 652 Cooper Street and 316 E Trail Street (to be combined to one lot) and 654 and 656 Cooper Street (to be combined to one lot) to the Greater Jackson Habitat for Humanity for the purpose of building two new, single family homes. Authorize the City Attorney to create the Property Transfer Agreement and any other authorized documents to complete the sale of the property; authorize the City Manager to sign Property Transfer and other related documents.

Attached is a report from Lisa Moutinho. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Lisa Moutinho, Administrative Assistant to the City Manager

**DATE:** September 26, 2023

**RECOMMENDATION:** Approve the sale of four City owned vacant lots located at 652 Cooper Street and 316 E Trail Street (to be combined to one lot) and 654 and 656 Cooper Street (to be combined to one lot) to the Greater Jackson Habitat for Humanity, and authorize the City Attorney to prepare property transfer documents; authorize the City Manager to sign property transfer documents.

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### SUMMARY

The City of Jackson proposes to sell four parcels of vacant land located at 652 Cooper Street and 316 E. Trail Street (to be combined to one lot) and 654/656 Cooper Street (to be combined to one lot), for the purpose of building two, single family homes.

### HISTORY, BACKGROUND and DISCUSSION

Attached is a Property Purchase Agreement and a Property Transfer and Development Agreement between the Greater Jackson Habitat for Humanity and the City of Jackson. Habitat for Humanity would like to purchase the vacant lots at 652 Cooper Street and 316 E Trail Street (to be combined to one lot) and 654 and 656 Cooper Street (to be combined to one lot) to build a single family home on each lot. City staff is proposing for the Council to sell the vacant lots subject to a Development Agreement.

If the Greater Jackson Habitat for Humanity were to default on the terms of the Development Agreement, and not cure the default in the proper amount of time, then the property would revert to City ownership.

### POSITIONS

Requested action is for City Council to approve the sale of 652 Cooper Street and 316 E Trail Street (to be combined to one lot) and 654 and 656 Cooper Street (to be combined to one lot) to the Greater Jackson Habitat for Humanity for the purpose of construction of one, single family home per lot.

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**PROPERTY TRANSFER AND  
DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and the Greater Jackson Habitat for Humanity, a Michigan 501(c)(3), whose principal address is 251 W. Prospect Street, Jackson, Michigan, 49203 ("Developer").

**WITNESSETH:**

**WHEREAS**, Developer seeks to acquire four (4) vacant parcels owned by the City for the purpose of building a single family home on each lot;

**WHEREAS**, the four (4) vacant parcels are located at 652 Cooper Street and 316 E Trail Street (to be combined to one lot) and 654 and 656 Cooper Street (to be combined to one lot); (collectively referred to as the "Properties"), all of which are more particularly described as:

**See Exhibit A, attached hereto**

**WHEREAS**, the parties desire to ensure that the construction of the single family homes will take place, and set forth the terms of this Agreement.

**WHEREAS**, Developer will abide by the terms set forth in this agreement and pay the City, THREE HUNDRED DOLLARS and 00/100 (\$300.00) for EACH of the Properties in consideration for the City transferring ownership of the Properties to Developer; and

**WHEREAS**, this Agreement is being entered into between the parties to transfer the Properties and establish requirements on Developer to develop the Properties as described herein. This Agreement establishes that Developer will release its rights and transfer the Properties back to the City in accordance with the terms of this Agreement if the Developer defaults and fails to cure the default.

**WHEREAS**, City is agreeable to this request, on the terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.
2. TRANSFER OF PROPERTY. City agrees to sell and Developer agrees to purchase the Properties subject to building and use restrictions, easements and any other title issue for the purchase price listed above. It is the responsibility of the Developer to obtain a title search and title commitment if desired. No objections to the marketability of the Properties may be made by Developer after the execution of this Agreement. Upon execution of this Agreement, by Developer and the City, and the Developer paying the purchase price, the City shall transfer ownership of the Properties to Developer by quit claim deed.
3. CLOSING. The closing shall take place at the City Manager's Office on a date and time mutually agreed upon by the parties.
4. POSSESSION. Developer shall be entitled to possession of the Properties upon the close of the sale.
5. CONDITION OF THE PROPERTIES. Developer acknowledges and agrees that the Properties are being sold "AS IS" and that Developer shall assume the risk of any adverse physical, economic or legal conditions that may not have been revealed by an inspection by the Developer. City will not be liable for any damages, contamination or other conditions affecting the Properties. Attached as Exhibit B is a State of Michigan form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." Buyer acknowledges receipt of this form and certifies its accuracy prior to closing.
6. DEVELOPMENT CRITERIA.
  - A. CODE COMPLIANCE. If and when Developer obtains title, it will construct single family homes in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.
  - B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Department of Community Development no less than thirty (30) days prior to the commencement of construction activities.
  - C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct the single family structures on the Properties.
  - D. SPECIFIC DEVELOPMENT CRITERIA.

- i. “Commencement of the Development” means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. “Completion of the Development” means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Properties has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Properties.
  - ii. Developer must comply with the following if and when Developer obtains title to the Properties:
    - a). Commencement of Development must occur within six (6) months from the date of execution of this Agreement;
    - b). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;
    - c). Completion of Development for the Properties must occur within eighteen (18) months from the date of execution of this Agreement;
  - iii. Developer must acquire all necessary zoning and planning approvals from the City and must submit building permit applications for the Properties by prior to transfer of deed.
- E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
- F. CITY’S DEVELOPMENT OBLIGATIONS. In order to facilitate the development of the Properties, after closing the City agrees to provide the necessary extension of the public water line from the street to the foundation; any required curb cuts

from the street to provide lot/driveway access, not including the apron; and the planting of street trees in the City right-of-way at the Developer's request if a tree(s) do not currently exist, which shall be of a type/species of the City's choosing; and will excavate and leave open ditches for Developer to install sewer lines and hookups which sewer line will be extended to the edge of the public right-of-way. The City shall further repair any damaged or lifted sidewalk adjacent to the Properties that constitute a hazard or sidewalk that is deteriorated or broken due to City construction as determined in the sole discretion of the City's Chief Building Official and/or Director of Public Works.

7. **DEFAULT BY DEVELOPER.** Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.
8. **REVERSION OF PROPERTIES TO THE CITY.** The Properties shall revert back to the City of Jackson by way of a Quit Claim deed signed by the Developer to the City if any of the following occurs:
  - (a). A default occurs as described in Paragraph 7;
  - (b). Developer fails to abide by the City of Jackson's Code of Ordinances, and be found responsible for violation of the Code in the Administrative Hearings Bureau three (3) or more times, the Property shall revert back to the City; Or
  - (c). Developer uses the Property, for any length of time, for any use other than residential.If the Property reverts back to the City, Developer shall pay all costs associated with the transfer, and receive no consideration or payment of any kind from the City.
9. **FORCE MAJEURE:** Neither City or Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or

deadline is prevented by an act of God, fire, or vandalism, and either party may request in writing an extension of any applicable deadline.

10. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Properties or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.
11. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.
12. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Properties or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.
13. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.
14. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the City, to:           City of Jackson  
  161 West Michigan Avenue  
  Jackson, Michigan 49201

Attn: City Manager

With a copy to: City Attorney's Office  
161 West Michigan Avenue  
Jackson, Michigan 49201  
Attn: City Attorney

If to Developer, to: Greater Jackson Habitat for Humanity  
251 W. Prospect Street  
Jackson, Michigan 49203  
Attn: Sheila Everts, Executive Director

15. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence.
16. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

18. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
19. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.
20. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
21. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF JACKSON

By \_\_\_\_\_  
Jonathan Greene  
City Manager

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jonathan Greene, City Manager of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**DEVELOPER**

Greater Jackson Habitat for Humanity  
A Michigan 501 (c)(3)

\_\_\_\_\_  
By: Sheila Everts  
Its: Executive Director

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF JACKSON    )

The foregoing instrument was acknowledged before me, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Sheila Everts, Executive Director of Greater Jackson Habitat for Humanity, a Michigan 501 (c)(3) on behalf of the company.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Jackson County, Michigan  
My commission expires \_\_\_\_\_

**Exhibit A**

Land situated in the City of Jackson, County of Jackson, and State of Michigan, described as:

**652 Cooper Street, Jackson, MI 49201**

Property Parcel No. 7-0592.1000

Property Description: BEG AT SE COR OF LOT 1 BLK 4 TH NWLY 58.95 FT TO A PT WHICH IS 44 FT W & 24.65 FT S OF NE COR OF SD LOT 1 TH N 24.65 FT TO N LOT LN TH E 44 FT TO E LN OF LOT 1 TH S 66 FT TO BEG BEING A PART OF LOT 1 BLK 4 FORD'S NORTH ADD

**316 E. Trail Street, Jackson, MI 49201**

Property Parcel No. 7-059200000

Property Description: COM AT SE COR OF LOT 1 BLK 4 TH W 75 FT TH N 66 FT TH E 31 FT TH S 24.65 FT TH SELY 58.95 FT TO SE COR OF LOT 1 & BEG BEING A PART OF LOT 1 BLK 4 FORD'S NORTH ADD

**654 Cooper Street, Jackson, MI 49201**

Property Parcel No. 7-059400000

Property Description: S 28 FT OF LOT 2 BLK 4 FORD'S NORTH ADD

**656 Cooper Street, Jackson, MI 49201**

Property Parcel No. 7-0594.1000

Property Description: N 38 FT OF LOT 2 BLK 4 FORD'S NORTH ADD

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Michael Osborn, Director of Public Works

**DATE:** September 26, 2023

**SUBJECT:** **City of Jackson Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal**

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**Recommendation:**

Approval of the second one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$90,352 for the fiscal year 2023/24.

Attached is a report from Michael Osborn, Director of Public Works regarding the contract extension referenced above.

Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** September 26, 2023

**RECOMMENDATION:** Approve the second one-year contract extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at a cost of \$90,352 for the fiscal year 2023/24. This includes a 3% increase per the existing contract.

## SUMMARY

The City of Jackson for winter maintenance purposes maintains the following partial listing of items with approximate quantities. Snow removal and ice control from approximately 20,413 lineal feet of sidewalk and 11 city-owned parking lots as well as snow removal and ice control at the for City of Jackson Police Department property. In October 2021 the City Council awarded the Downtown Sidewalk and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal contract to Executive Property Management (EPM) of Michigan as they were lowest bidder. The current contract with EPM is subject to five, one (1) year renewals contingent upon the approval of both parties along with an inflationary 3% increase. In this case, both parties agree to renew, and the contract amount shall be increased by 3%.

## BUDGETARY CONSIDERATIONS

Funding for these services is budgeted in the contractual services accounts for the following funds:

Fund Number	Fund Description	Location	Amount
101-465	General Fund Grounds Maintenance	Sidewalks	\$ 51,464
518-586	Parking Assessment Fund	Parking Lots	\$ 33,197
514-587	Auto Parking System Fund	Parking Lot #3	\$ 4,015
101-301	Police Department	Police Department	\$ 1,676
Fiscal Year 2023/24 Estimated Contract Cost			\$ 90,352

## HISTORY, BACKGROUND and DISCUSSION

The City typically utilizes contractor services after winter storm events to remove snow and ice from City sidewalks and parking lots and maintain them on an as-needed basis. The contractor's services augment the services provided by the City's staff, in an effort to provide a faster response and better service to the residents and businesses. EPM has worked in the past as the City's contractor providing these services and has done an exceptional job. This work is vital to maintaining the sidewalks and parking lots during winter storm events. The ability to utilize this contractor will aid in improving our response time and increase safety for pedestrians and motorists. If we didn't utilize a contractor for this work, snow would pile up quickly during winter storms in downtown parking lots and sidewalks.

## POSITIONS

I recommend the approval of the second one-year extension with Executive Property Management of Michigan for Downtown Sidewalks and Parking Lot Snow Removal and Police Department Sidewalk and Parking Lot Snow Removal at an estimated cost of \$90,352, for the fiscal year 2023/24.



2840 Shirley Dr \* Jackson \* Michigan \* 49201

517-990-0110

August 10, 2023

RE: Snow & Ice Management Services 2023- 2024 Season

To Whom It May Concern:

It's been brought to my attention that our contract for the City of Jackson's Snow & Ice Management Services is eligible for a one-year extension with a 3% increase in pricing. I accept this arrangement and would be happy to continue our services according to the scope of work in the current contract. Please advise or forward any needed paperwork to my email address: [Nick@EPMofMichigan.com](mailto:Nick@EPMofMichigan.com).

I appreciate your continued loyalty.

Regards,

A handwritten signature in blue ink, appearing to read 'Nick Klotz', with a long horizontal line extending to the right.

Nicohlas A. Klotz

President

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Memorandum of Understanding for Justice Assistance Grant

---

**Recommendation:**


Authorize the signing of the Memorandum of Agreement between the City of Jackson and Jackson County to jointly apply for and use \$51,526, of which \$31,316 in FY2023 JAG funds is for the City's payment of the license plate reading system and purchase of handgun magazines; and \$20,210 is for the County's purchase of several pieces of equipment for Sheriff's deputies' use.

Attached is a memorandum from Director Elmer Hitt regarding the necessity of the Memorandum of Understanding.

I recommend approval of this request. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Elmer Hitt, Director of Police and Fire Services 

**DATE:** September 26, 2023

**RECOMMENDATION:** Authorize City Manager to sign Memorandum of Understanding

### SUMMARY

The Jackson Police Department and Jackson County Sheriff's Department were notified of the eligibility to receive FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) funding in the amount of \$51,526. One of the JAG requirements is that the City and County sign a Memorandum of Understanding identifying the grant fiscal agent and the allocation of funds. It was agreed the City will continue to be the fiscal agent for the grant.

### BUDGETARY CONSIDERATIONS

If approved, the Jackson Police Department will receive \$31,316 and will use the money to continue using the license plate reading system purchased last year. It will also purchase handgun magazines.

The Jackson County Sheriff's Department will receive \$20,210 and will use their funds to continue their contract with the license plate reader vendor, and purchase multiple pieces of equipment.

### HISTORY, BACKGROUND and DISCUSSION

Each year, the City of Jackson and/or Jackson County receive JAG funds in order to purchase equipment. In recent fiscal years, grant funds were used to purchase lights for duty weapons, upgrade the indoor firearms range at the police department, and purchase body armor for Sheriff's deputies.

### DISCUSSION OF THE ISSUE

The Justice Assistance Grant helps to offset the general fund costs of operations for both the City and County, and must be used for specific law enforcement purchases. Both the City's and County's projects fall within these guidelines.

### POSITIONS

A Public Hearing has been requested for the September 26, 2023, City Council meeting. After the Hearing, I recommend signing the MOU with Jackson County.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON,  
MICHIGAN AND THE COUNTY OF JACKSON, MICHIGAN**

**2023 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the COUNTY of Jackson, acting by and through its Administrator, Michael Overton, hereinafter referred to as COUNTY and the CITY of Jackson, acting by and through its City Manager, Jonathan Greene, hereinafter referred to as CITY, both of Jackson County, State of Michigan, witnesseth:

**WHEREAS**, the City of Jackson and Jackson County have been notified of their joint eligibility to receive \$51,526 in Justice Assistance Grant funds through the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**WHEREAS**, JAG guidelines require that jurisdictions identify a fiscal agent that will submit a joint application for the total eligible allocation. Both jurisdictions agree that the CITY will apply for and serve as the fiscal agent for the 2023 Edward Byrne Justice Assistance Grant award of \$51,526.

**NOW, THEREFORE, the CITY and COUNTY agree as follows:** The City will utilize their portion, \$31,316 for the continued contract with license plate readers the purchase of magazines for officers' duty weapons. The County will use their portion, \$20,210 to continue their contract with license plate readers, and purchase handgun weapon lights, a forced-entry ram, body-worn camera mounts, rifles, and rifle optics.

CITY of Jackson, Michigan

COUNTY of Jackson, Michigan

\_\_\_\_\_  
Jonathan Greene, City Manager

\_\_\_\_\_  
Michael Overton, Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** September 26, 2023

**SUBJECT:** Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

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**Recommendation:**

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD.

Attached is a memorandum from Shane LaPorte, Director of Community Development, requesting City Council conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD before September 29, 2023.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** September 26, 2023

**RECOMMENDATION:** Conduct a Public Hearing to Receive Citizen Comment for CDBG/HOME Program Performance and Authorize Submission of the 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD)

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### SUMMARY

Conduct a Public Hearing to receive citizen comment for CDBG/HOME Program Performance and authorize submission of the 2022 – 2023 CAPER to HUD.

### BUDGETARY CONSIDERATIONS

There are no budgetary considerations with this request.

### HISTORY, BACKGROUND and DISCUSSION

The attached CAPER summarizes the City's progress in accomplishing the goals and objectives for its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the 2022-2023 fiscal year. Federal regulations [24 CFR 91.105(d)] require a public comment period for the CAPER of no less than 15 days. To meet the City's public comment requirement specified by regulation, copies of the draft CAPER have been available for public review since September 8, 2023 in the Community Development Department, City Clerk's office, the Carnegie Branch of the Jackson District Library, Community Action Agency, and lobbies of the public housing facilities at Shahan-Blackstone North Apartments, Reed Manor and Chalet Terrace, as well as the City's website. As of the date of this memo, staff has not received comments from the public about program performance; the public comment period remains open through the Public Hearing.

### DISCUSSION OF THE ISSUE

Federal regulation [24 CFR 105(e)] and the City's Citizen Participation Plan require a Public Hearing to receive citizen comment on program performance. Comments received during the Public Hearing will be incorporated into the CAPER before submission to HUD.

All publication requirements and comment periods will be met by September 26, 2023, allowing sufficient time for remittance to HUD by September 29, 2023. Each Councilmember received a draft copy of the CAPER on September 8, 2023 and may request modifications if deemed necessary before submission.

## POSITIONS

Requested action is for City Council to conduct a Public Hearing to receive citizen comment regarding the CAPER and authorize submission to HUD by September 29, 2023.

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### ATTACHMENTS

- CAPER

# JACKSON

Founded 1829



*Before*



*After*

## 2022 – 2023 Consolidated Annual Performance and Evaluation Report (CAPER)

### Community Development Department

The attached document is a draft report. Please  
display until:

**Tuesday, September 26, 2023**

Citizens are encouraged to provide comments regarding  
this report in writing to:

Community Development Department  
ATTN: Cory Mays  
161 W Michigan Ave, Jackson, MI 49201  
E-mail: [cmays@cityofjackson.org](mailto:cmays@cityofjackson.org)



## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Consolidated Annual Performance and Evaluation Report (CAPER) describes the results of activities completed by the City of Jackson to accomplish the outcomes identified in the 2022-2023 Annual Action Plan for the period of July 1, 2022 through June 20, 2023. This is the third CAPER submitted in association with the 2020-2024 Five-Year Consolidated plan. Some goals in the Annual Action Plan take more than one year to achieve and are ongoing; however, all funded activities continue to further the Consolidated Plan's priorities of providing decent, safe, sanitary, and affordable housing; reducing blight through code enforcement or demolition; and improving the suitable living environment in distressed neighborhoods by sustaining public infrastructure and facilities.

As an entitlement community, the City of Jackson received two CDBG-CV formula allocations from the CARES Act totaling \$945,445. At the onset, the Jackson City Council initiated a Homeless Prevention Program through its subgrantee, Community Action Agency (CAA) to utilize over three categories: Eviction Protection, Water Shutoff Prevention, and Foreclosure Prevention. The Homeless Prevention project was initially successful when first implemented in mid-2020; however, as additional federal and state resources funneled into Jackson, the CDBG-CV funds became less critical as a supporting means to meet the immediate needs of the community. City staff attempted to partner with other entities in the community. Unfortunately, attempts to redirect the use of CDBG-CV funds was either met with disinterest or, after planning a viable use, other funds were made available that would duplicate the service so plans for CDBG-CV were abandoned.

Under the original CARES Act rules and regulations for the use of CDBG-CV funds, 80% (or \$756,356) needed to be spent by the end of May 2023. As HUD published additional guidance, it became apparent a good project to support that would not create a duplication of benefits was to undertake public facility improvements. Funding was reallocated to provide upgrades to the Loomis Park Boos Center HVAC system. Upgrades to the HVAC system were completed during the previous program year, and additional funds were allocated to an East Walking Trail project in Loomis Park. This included the creation of a winding path through the East end of Loomis Park, and the addition of numerous exercise "pods" to encourage socially distanced outdoor recreation. The 80% expenditure requirement was removed by HUD in April 2023, allowing any unused funds to be spent no later than June 2, 2026. Additional projects are being considered to complete the City's CDBG-CV spending.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source/ Amount	Indicator	Unit of Measure	Expected, Strategic Plan	Actual, Strategic Plan	Percent Complete	Expected, Program Year	Actual, Program Year	Percent Complete
CHDO - New Construction	Affordable Housing	HOME: \$219,790.55	Homeowner Housing Added	Household Housing Unit	5	3	60.00%	1	3	300.00%
Code Enforcement (legal)	Non-Housing Community Development	CDBG: \$20,403.07	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	768	153.60%	300	337	112.33%
Homebuyer Rehabilitation	Affordable Housing	\$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	5	0	0.00%	8	0	0.00%
Homeowner Rehabilitation	Affordable Housing	CDBG: \$ 72,208.13 HOME: \$0.00	Homeowner Housing Rehabilitated	Household Housing Unit	75	36	48.00%	10	5	50.00%
Public Facilities/Infrastructure	Non-Housing Community Development	CDBG: \$1,640,312.95	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3180	4950	155.66%	4950	4950	100.00%
Residential Demolition	Clearance and Demolition	CDBG: \$211,509	Buildings Demolished	Buildings	100	43	43.00%	10	11	110.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

As noted in the 5-Year Consolidated Plan, public facilities and infrastructure improvements are solely the responsibility of the City of Jackson to maintain. Diminishing revenue streams and increasing costs to provide services the community expects from its government deferred the maintenance of streets and parks. Rehabilitation of the Boos Center and Loomis Park continued based on priority needs identified through an architectural/engineering assessment, and included replacement of the playground outside the Boos Center to improve the safety and accessibility for neighborhood children. The next phase of the Boos Center project will continue in the 2023-2024 program year, including partial building demolition and interior improvements. Public infrastructure projects started during the 2022-2023 program year included reconstruction of the pavement and curbs, and the replacement of water mains and lead service lines where needed on Perrine Street, from Michigan Avenue to Burr Street. This project remains ongoing, but is near completion.

In August 2020, City Council approved the addition of a partial rehabilitation option to replace a home’s major components that are nearing the end of their useful life. Preference is given to a homeowner with a failing major component. By adding this option, the City is able to help additional homeowners replace the more expensive repairs a home needs, allowing them to use their limited maintenance budgets for more cosmetic improvements. The City also reduced the amount of time a lien was placed on a property from 10 or 20 years to five (5) to 10 years, depending on the level of rehabilitation offered. Five (5) low-income homeowner properties received major component improvements during the program year.

Demolition of foreclosed, vacant, or abandoned residential properties continues to be a measure used by the City to remove blighting effects in residential neighborhoods primarily comprised of low income households. With a change in City leadership, more homes acquired through tax reversion are being sold to responsible homebuyers or real estate investors, reducing the number of properties slated for demolition and providing more affordable housing options in the community. However, some tax reverted properties have suffered years of neglect and deferred maintenance and still require removal through demolition. Eleven (11) demolitions were completed during the 2022-2023 program year. Being an activity under the Slum/Blight Spot Basis National Objective, staff closely tracks the 30% cap which limits the number of demolition projects that can be undertaken during a program year.

## Goals and Objectives Narrative

The HOME-funded Partnership Park rehabilitation project subgranted to CAA was changed from a homebuyer to a homeowner activity in 2022. The intended beneficiaries, project sites, and outcomes did not change; however, the timing of when rehabilitation would take place did. The original homebuyer rehabilitation plan created barriers to financing for the homebuyer because it would establish second and third mortgages. Lenders balked with this type of financing structure and, with mortgage interest rates rising, the earlier a loan could close with a homebuyer the more affordable the house remained.

On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities.

The Jackson Housing Commission / City of Jackson received a Choice Neighborhoods Planning Grant and are conducting a housing needs assessment for the Choice Neighborhood encompassing downtown and area neighborhoods, especially south of downtown. Application for a larger implementation grant continues to be a goal, with plans underway for site selection and additional HUD requirements so this project can move forward over the next 1-3 years. Additionally, the City of Jackson hired Zimmerman/Volk to conduct a housing needs assessment and a target market survey comprising the entire City.

The City of Jackson also recently created an Affordable Housing Development Board (AHDB) in November 2021. They received \$3.5 million in ARPA funding from the City to initiate complementary housing programs and services. The City engaged an ARPA consultant, Guidehouse, to assist with the expenditure of these funds. A Housing Needs Assessment was also created, outlining a 10-year plan for the creation of new housing and the preservation of existing units. City Council, through a recommendation from the AHDB, approved a 2-pronged plan for these funds, including an expanded home rehabilitation program (owner and non-owner-occupied properties) and a down payment assistance/new construction project called the 100 Homes Program.

Due to the unprecedented amount of federal and state funds made available in the Jackson community, other resources became accessible to prevent homelessness through similar means. This included the use of ARPA funds to provide emergency hotel housing for 70 families/111 unique individuals from late December 2022 - March 2023. The City used CDBG-CV funds to expand the trail system on the east side of Loomis

Park, with social distancing a key factor. The expanded trail contains socially distanced fitness pods to ensure possible future Covid-19 outbreaks or similar viral pandemics do not interfere with the area's residents desire for safe, ourdoor fitness activities. All efforts were made to expend 80% of the City's CDBG-CV funds by the May 2023 deadline, and a revision to that requirement announced in the Spring of 2023 provided more flexibility and allowed for complete program spending by June 2, 2026. Plans are underway for expenditure of the remaining CDBG-CV funds by the revised deadline.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	5	0
Black or African American	3	14
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
<b>Total</b>	<b>8</b>	<b>14</b>
Hispanic	0	0
Not Hispanic	8	14

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

In early 2017, the Jackson City Council adopted a Non-Discrimination Ordinance, found at Chapter 15, Article III of the City of Jackson Code of Ordinances. This ordinance states in part: It is the intent of the City of Jackson that no person be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil rights or be discriminated against because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

Of the eight (8) households assisted during program year 2022-2023, a total of twenty-two (22) persons benefited from the use of CDBG or HOME funds. Other notable information includes, but is not limited to, the following:

- Total of five (5) female heads of household
- Total of (2) extremely low income, (4) low income, and (2) moderate income
- Total of twelve (12) minor children
- One (1) disabled persons
- Four (4) elderly persons

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,369,133	2,100,858
HOME	public - federal	376,630	364,296

Table 3 - Resources Made Available

### Narrative

The City of Jackson was awarded \$945,445.00 in CDBG-CV funds. Approximately 86% of the City's total CDBG-CV allocation has been expended on three main projects:

1. Homeless Prevention	\$196,424.25
2. Boos Center HVAC upgrades	\$226,317.87
3. Loomis Park East Trail and exercise pods project	\$330,622.00
4. Administrative expenses	<u>\$58,258.10</u>
<b>TOTAL</b>	<b>\$811,622.22</b>

As additional state and federal resources flowed into the community to fund similar activities as this project's initial focus, the ability to use CDBG-CV was hindered due to the "no duplication of benefits" requirements. With the timeliness requirement now removed, the City will investigate additional CDBG-CV projects with the remaining funds, while still adhering to the June 2, 2026 final spending deadline.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
West of Henry Ford Allegiance Health (#1)	10%	67.94 %
East of S Martin Luther King Jr Dr (#2)	10%	0.00%
West of S Martin Luther King Jr Dr (#3)	10%	9.70%

Table 4 – Identify the geographic distribution and location of investments

### Narrative

This being the third year of the 5-Year Consolidated Plan, progress has been made in increasing CDBG investment in the three target areas since the first project year. CDBG / HOME funding amounts totaled 67.94% in Target Area 1. Projects include the demolition of two (2) residential properties to decrease blight in the area, significant improvements to the Boos Center and the Loomis Park Playground (210 Gilbert Street), and the Perrine St. road construction project, Burr St. to Michigan Avenue. Continued CDBG investment in additional Boos Center renovations will continue in the 2023 program year. While

the Perrine St. project is technically complete, final billing is not yet complete. As such, additional funds will be paid for this projects during the 2023 program year.No projects were undertaken in Target Area 2. CDBG / HOME funding totaled 9.70% in Target Area 3. Projects funded include the demolition of one (1) residential property to decrease blight in the area, and the development of three (3) new single family homes developed by the City's CHDO, the Greater Jackson Habitat for Humanity. Planning continues to be undertaken by the City's rehabilitation staff to identify future projects to expand investment in the underserved target areas.

Although it appears to be unbalanced, the City reviews the needs in the target areas annually and selects projects as funding and activities present themselves. Over the course of the first three year end reports associated with the 2020-2024 5-Year Consolidated Plan, percentage of expenditure in the three target areas equates to 59.88% of all CDBG expenditures. By target area, three years of expenditures has totaled: West of Henry Ford Allegiance Health (Target Area #1), 30.36%; East of S Martin Luther King Jr Dr (Target Area #2), 24.73%; and West of S Martin Luther King Jr Dr (Target Area #3), 4.80%.

It is anticipated during the final two years of the 5-Year Consolidated Plan, an increase of funds will be invested in Target Area 3 to compliment the City's facilitation of the construction of 100 new single family homes, a portion of which will be in each of the target areas.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

Street reconstruction projects are selected in areas that also need water and/or sewer or other utility upgrades. The City of Jackson deeded a vacant lot to the Greater Jackson Habitat for Humanity to further its new construction project, DeLand Pointe, as the City's CHDO. Additional matching activities/funds are planned for program year 2023, including a grant from the Michigan State Housing Development Authority for the construction of new, accessible homes (MICH grant) and the deeding of additional vacant lots to the Jackson Habitat for Humanity for the construction of new homes.

The City of Jackson is exempt from providing 25% match through the HOME program due to its high poverty level, low per capita income, and fiscal distress.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
Not applicable	0	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

**HOME MBE/WBE report**

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
46,566	35,271	19,764	0	62,072

Table 7 – Program Income

<b>Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period</b>						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
<b>Sub-Contracts</b>						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Dollar Amount	0	0	0			
Number	0	0	0			
<b>Sub-Contracts</b>						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 - Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition</b> – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	3
Number of households supported through Rehab of Existing Units	10	5
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>11</b>	<b>8</b>

Table 12 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Over the years, the City's rehabilitation program has been able to help fewer and fewer families due to increasing building material costs and level of repairs needed. Instead of trying to correct all code violations which may exist in a home, the focus has shifted to assist with the most expensive items a homeowner may face at any given time. Adding the ability to correct a home's major systems and components that are toward the end of their useful life before they become an emergency situation will save homeowners thousands of dollars.

Community Development Department staff attended several community/neighborhood events during 2022-2023, distributing materials and increasing awareness for the rehabilitation program. Attendance at those meetings has produced several new applications for assistance. This program year, of the five (5) projects provided rehabilitation assistance, zero (0) were in one of the three local target areas. Further, the City received five (5) additional applications in one of the three local target areas. Of those, two (2) were denied for not meeting program eligibility requirements, and three (3) were pending the receipt of supporting documents to complete their application for eligibility review. Staff turnover and additional related projects caused a slowdown in application processing. A portion of the funds dedicated to the rehabilitation of major component repairs went unused during the program year, but these funds will carry over to the next program year for use on additional rehabilitation projects. A new staff position was added at the beginning of the 2023 program year, to assist with the processing of rehabilitation loan applications and other related housing initiatives. Five (5) rehabilitation projects have already been approved for the 2023 program year and are awaiting bids from local contractors. Four (4) additional projects are nearing approval.

**Discuss how these outcomes will impact future annual action plans.**

Offering rehabilitation loans for homeowners facing major components nearing the end of their useful life will continue as a high priority. Due to a pause in application processing as a result of staff turnover, carryover funds from the 2022 fiscal year will be added to the 2023 allocation to support additional rehabilitation projects.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	2	0
Low-income	1	3
Moderate-income	2	0
<b>Total</b>	<b>5</b>	<b>3</b>

**Table 13 – Number of Households Served**

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

City of Jackson staff does not specifically reach out to homeless persons and assess their individual needs. However, staff does participate with the Jackson County Continuum of Care (CoC) and, in the past, has served as a co-chairperson to the Board. The CoC is comprised of various community service organizations and governmental entities that meet monthly to discuss emerging needs and strategically plan to address those needs, be it legal, social, practical, or others. On January 25, 2023, members of the CoC participated in the annual Point in Time (PIT) count to document the number of sheltered and unsheltered homeless persons residing in the community. The CoC provides funding to community service providers to screen and evaluate those living in a shelter or are otherwise homeless to assess an individual's or family's acuity. The screening tool is applied across multiple components then prioritizes who to serve next and why, while concurrently identifying areas in the person/family's life where support is most likely necessary to avoid housing instability.

A designated Housing Assessment and Resource Agency (HARA) is the primary access point for all homeless persons or those at risk of becoming homeless who are also able to be initially assessed through other avenues, such as emergency shelters, domestic violence shelters, veterans' providers, etc. The CoC uses the same assessment tool at all access points with criteria modifications for specific subpopulations, namely the Service Prioritization Decision Assistance Tool (SPDAT). The Tool determines each household's housing and service needs, but also prioritizes households for housing program referrals for permanent supportive housing, rapid re-housing, or supportive services only.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The 2023 PIT count performed by the CoC indicated 137 homeless individuals were documented, an increase of approximately 15% from 2022. Of those, 100 were reported as sheltered and 37 were reported as unsheltered. Thirteen (13) individuals were considered chronically homeless, 2.6 times more than in 2022, defined as a single person (or head of household) who experienced four (4) homeless episodes during the previous 12 months. Of those, 3 were reported as sheltered and 10 were reported as unsheltered.

The 2022 Housing Inventory Count (HIC) reports 86 year-round beds in shelters for those experiencing homelessness. Sixty-two (62) beds are reserved for households without children and twenty-four (24) beds are available for households with children. In addition, the Rapid Re-Housing program reports forty-two (42) year-round beds; Permanent Supportive Housing supplies thirty-five (35) year-round beds; and Housing/Leasing Assistance supplies thirty-nine (39) beds.

The Housing Assessment Resource Agency (HARA) screens clients to determine the appropriate housing interventions. Through the "no wrong door" approach, though, the screening can be accomplished by another agency and coordinated through the HARA. The assessment tool quickly evaluates the health and social needs of those experiencing, or are at risk of, homelessness to help identify the best type of support and housing intervention by relying on three (3) categories of recommendation:

- *Permanent Supportive Housing* - individuals or families who need permanent housing with ongoing access to services and case management to remain stably housed;
- *Rapid Re-Housing* - individuals or families who are likely to achieve housing stability over a short period of time through a medium or short term rent subsidy and access to support services;
- *Diversion* - individuals or families who do not require intensive supports but may still benefit from access to affordable housing with some light touch services. In these cases, the assessment tool recommends affordable or subsidized housing but no financial assistance.

In December 2022, the Jackson City Council approved the use of American Rescue Plan Act (ARPA) funds for temporary homeless hotel stays, with the goal of helping homeless families and individuals obtain safe and warm temporary shelter. City staff administered this program for the first ten (10) days, and a local non-profit agency (Residents in Action) handled placements and other assistance from December 24, 2022 to March 31, 2023. In total, \$208,720 was expended from ARPA funds, providing assistance for 70 families/111 unique individuals. A homeless resource fair was also held at the conclusion of this program, with numerous local social service agencies in attendance to provide outreach and support. An additional \$3,000 in ARPA funds was used to purchase convertible sleeping bag/coats, with twenty (20) units distributed to individuals residing on the streets of Jackson.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Members of the CoC constantly evaluate and report gaps in services for Jackson's homeless population. The CoC operates a Coordinated Entry process that standardizes the way individuals and families at risk of homelessness are assessed for, and referred to, the housing and services they need for housing stability. The United Way of Jackson County also funds Central Michigan 2-1-1 which can connect persons in need with health and human resources available in the area simply by dialing 211 on their phone. The United Way also facilitates a monthly Emergency Needs Coalition meeting allowing various community service and faith based organizations to come together to share resources they have available and to problem solve.

The onset of COVID-19 provided great insight into where gaps truly exist in providing key services to the

Jackson community. Instead of assuming where these discrepancies existed from anecdotal reporting, the reality and priority of unmet needs became known, and are continuing to materialize, as Jackson deals with the real-time existence and emergence. On September 21, 2021, the City of Jackson was notified that it was eligible to receive \$1,137,398 in HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) from the U.S. Department of Housing and Urban Development to provide supplemental funding for homelessness assistance and supportive services through several eligible activities. A required action plan was submitted in March 2023, and approved by HUD shortly thereafter. Funding will be used for the construction of affordable rental housing, the rehabilitation of existing rental housing, and additional homelessness prevention activities.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In addition to operating a Coordinated Entry process, the CoC also adopted the Housing First model which prioritizes housing to people experiencing homelessness. By attending to a person's critical needs of food and shelter first, it is believed they will then be able to focus on other needs such as getting a job, learning how to budget properly, or attending to any substance abuse issues. Housing First does not require a person experiencing homelessness to address all of their problems or attend a variety of service programs before receiving assistance. Once housing is stabilized, individuals are offered supportive services but are not required to participate.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The Jackson Housing Commission (JHC) has served as the City's Public Housing Authority (PHA) for over 60 years and also services all of Jackson County. JHC is considered a medium-sized agency providing 500 public housing units, 40 scattered-site single family homes, and up to 475 Housing Choice Vouchers (HCV).

In early 2020, the JHC applied to the HUD Rental Assistance Demonstration (RAD) program and received approved Commitments to enter into a Housing Assistance Payment (CHAP) for its three properties of Reed Manor, Chalet Terrace, and Shahan-Blackstone North. Congress authorized RAD in 2012 to preserve affordable housing by allowing Public Housing Agencies (PHAs) to convert from their original source of HUD funding to project-based section 8 contracts or project-based vouchers.

The City will continue to work collaboratively with the JHC as needed through the RAD conversion, which changes the type of federal housing assistance from public housing (Section 9) to project-based vouchers (Section 8). The RAD conversion also allows the JHC to obtain other public or private funding sources to repair and improve their properties. Once the RAD conversion is fully implemented, the JHC plans to apply for Low-Income Housing Tax Credits (LIHTC) through the State of Michigan.

In July 2021, the JHC and City successfully partnered in a Choice Neighborhoods Planning grant application, which was awarded in November 2021. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with severely distressed public housing and/or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and other stakeholders, such as public housing agencies, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood.

Well into the second year of planning, the JHC and City participate in bi-weekly planning team calls with Collabo, the consultant engaged by JHC to guide it through the planning process. A steering committee was formed with numerous members representing non-profit entities, faith-based organizations, schools, local police, local residents and others. Several community meetings have taken place within the Choice Neighborhood boundaries to introduce the concept of Choice Neighborhoods and what it could mean for the selected area. JHC staff are available at the community meetings to discuss ideas and assist with survey questions. A trailer was purchased and decorated by JHC to use as a mobile headquarters; free little libraries have also been erected in the Choice Neighborhood area as a promotional and informational tool. Land acquisition and early action projects were among the planned projects during this program year, and detailed renderings of possible housing complexes were created to help conceptualize possibilities for future development. It is anticipated that the JHC will apply for the

full implementation grant in the next 12-24 months.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Residents of the three public housing complexes continue to be actively engaged with upcoming RAD conversions at Shahan-Blackstone North and Chalet Terrace. In addition, Reed Manor residents have been especially busy assisting with the Choice Neighborhood planning to ensure future redevelopment will meet their housing visions with the amenities most needed. Reed Manor residents identified kitchens and bathrooms as being the areas that are most in need of upgrading. In terms of preferred indoor community spaces, the top choices were for an upgraded laundry room, a gym or fitness center, and a game room. Preferred outdoor site features included new benches, barbecue areas, and security features, as well as more convenient parking. For the larger neighborhood, residents identified the need for additional houses of worship, as well as a bakery and pharmacy within walking distance.

### **Actions taken to provide assistance to troubled PHAs**

The Jackson Housing Commission was not a troubled housing agency, per HUD definition, during the 2022 program year.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City of Jackson does not intentionally create policies, codes, or rules that produce barriers to affordable housing, but rather faces the same realities experienced by most municipalities – increasing construction costs, complexity of financing for larger projects, and an affordability gap between incomes and housing costs. Likewise, most policies, ordinances, and/or codes are established to maintain compliance with local, state, and federal guidelines or for health and safety reasons.

Conversations with local housing providers reveals affordable housing in Jackson may not necessarily be limited to a specific type of housing but rather addressing the issues that interfere with obtaining housing. Examples of barriers include, but are not limited to, the following:

- Landlords unaware of the laws governing rental housing, including Fair Housing laws and prohibited discriminatory practices.
- Tenants do not realize their rights as it pertains to rental housing, including Fair Housing laws and awareness of discriminatory practices.
- Exorbitant security deposits, non-refundable application fees, and unaffordable deposits for utilities.
- Inability to obtain utilities in tenant's name.
- Limited public transportation options.
- Poor credit history, especially for youth just out of college, persons facing unexpected life issues, or ruined as part of a domestic violence situation.
- Rejection of service animals in the unit.
- Refusal to accept Housing Choice Vouchers or charging rents that don't qualify for fair market rent.
- People who are routinely discriminated against often don't notice or identify discrimination. If discrimination is suspected, the tenants are often more interested in finding housing to meet their immediate need rather than going through a lengthy appeal process.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

City staff continues to maintain its network of state and local public agencies and non-profit service providers and facilitates meetings when appropriate. The use of CDBG or HOME funds to meet underserved needs is subject to fluctuations in annual funding. The CARES Act and subsequent federal and state subsidies provided unprecedented levels of funding in the community to address a variety of urgent needs from keeping families housed to supporting small businesses.

The City of Jackson owns over six-hundred (600) vacant, buildable residential lots. Development of these parcels could provide owner-occupied and/or rental housing for many Jackson residents. The City instituted a policy to sell these lots at a flat rate of \$300 per lot to interested developers, provided they enter into a development agreement with the City to build a home on said lot.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

According to the Michigan Department of Health and Human Services (MDHHS), environmental exposure to lead in amounts sufficient to cause illness and neurological damage in children remains a significant concern in Michigan. Jackson County has been identified as one of 14 counties in Michigan at high risk for childhood lead exposure and poisoning. Lead-based paint hazards are a major concern for the City's young children and pregnant women as over 90% of all housing was constructed prior to 1978.

Housing built prior to 1978 (when federal law banned the use of lead-based paint in residential housing) is considered to be at risk of containing some amount of lead-based paint. The amount of lead pigment in the paint increases with the age of the housing. Housing built prior to 1950 remains a significant concern for lead poisoning as 1950 is often recognized as the "threshold" to lower levels of lead-based paint. Before 1940, paint typically contained high amounts of lead, often 10 to 50 percent. In the early 1950s, paint industry standards voluntarily called for limiting lead content to 1%. With approximately 77% of the housing stock built prior to 1950, Jackson housing units pose a high risk of containing significant lead-based paint hazards. Young children of very low- and low-income households are most likely to reside in older housing, and are disproportionately at risk of lead poisoning. Rental properties make up a large percentage of the City's housing units. If units containing lead-based paint are not properly maintained, the risk of young children coming into contact with lead-paint hazards will continue to climb.

Inspections of non-owner occupied housing units assess deteriorated paint and are cited as a violation and ordered repaired before a certificate of compliance is issued to the property owner. Any rehabilitation activities that may disturb painted surfaces in a home receive a combination lead paint inspection/risk assessment and, if hazards exist, treated according to the Lead Safe Housing Rule. All actions taken to remediate an identified lead hazard must be approved through a lead clearance examination.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City of Jackson has neither the facilities nor resources to carry out programs directly targeted at reducing the number of households at or below the poverty level. However, through the use of CDBG and HOME funds, the City offers services and programs to make housing affordable to its low- to moderate-income homeowners:

- *Rehabilitation* – Unfortunately, rising construction costs led to the suspension of offering low-income homeowners a full rehabilitation to correct all code violations. However, up to \$25,000

is available through a five year, zero-interest, deferred loan with a partial low repayment factor to replace a home's major components that have failed or are nearing the end of their useful life. By assisting homeowners address the major aspects of home ownership maintenance needs, more households benefit from the City's limited CDBG funds.

- *Homebuyer New Construction* – currently under development through the City's CHDO, the Greater Jackson Habitat for Humanity. Three properties have been constructed and sold as of the writing of this report, and a fourth property is currently under construction. Additional new home construction projects are being facilitated by the City of Jackson.
- *Homeowner Rehabilitation* - The HOME-funded Partnership Park rehabilitation project, subgranted to CAA, serves as a successful program for homeowner rehabilitation. was changed from a homebuyer to a homeowner activity in April 2022. Four homes have sold thus far, and rehabilitation projects are ongoing with expected completion during their 2023-2024 program year.

In addition, the City ensures tenants have decent, safe, and sanitary living conditions through its Housing Code Enforcement (HCE) program (not federally funded). The HCE program also improves neighborhood living conditions through enforcement of various blight ordinances, such as garbage, inoperable vehicles, noxious weeds and trees, and zoning violations.

#### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

City staff actively participates with the CoC and other collaborative meetings as may be necessary to remain aware of the community's health and emerging needs. Close monitoring of projects implemented by other City departments ensures compliance with federal rules and regulations and the timely expenditure of CDBG funds. The Greater Jackson Habitat for Humanity receives technical assistance and guidance by various City staff as its new housing construction project proceeds.

The onset of COVID-19 made the community keenly aware of the need to develop a stronger institutional structure. As the seriousness of the novel coronavirus became evident to Michigan communities, the Mayor and City Manager worked closely with community stakeholders. Among partners were local health care leaders such as Henry Ford Allegiance Health, the Jackson County Health Department, the Center for Family Health, the United Way of Jackson County, Community Action Agency, and others to coordinate local non-profits' efforts to address the emerging needs of the community.

#### **Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

Once a year, the Jackson City Council holds a public hearing to specifically gain input from the community on general housing and community development needs prior to the start of the annual funding process. Comments received during the public hearing are considered by the City Council and incorporated into the Annual Action Plan and/or Consolidated Plan. City staff actively participates with

the CoC; members of the CoC represent various public and non-profit agencies in Jackson that provide mainstream and specialized services to homeless, non-homeless special needs, and general populations and subpopulations. Discussion at monthly CoC meetings always includes identification of emerging needs or gaps in service that need attention.

Members of the Affordable Housing Development Board come from local housing non-profits, area social service agencies, the landlord community, real estate, and City leaders. The collective knowledge and experience of this group allows for collaborative dialogue and sensible solutions to Jackson's housing issues. A staff liaison ensures the recommendations of the AHDB are shared with City leaders.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The purpose of an Analysis of Impediments to Fair Housing is to determine if possible discrimination to housing choice exists in the community within the seven (7) federally protected classes of race, religion, sex, color, national origin, disability, or familial status. In early 2017, the Jackson City Council adopted a non-discrimination ordinance and recently updated Jackson's Fair Housing Ordinance, found at Chapter 14, Article IV of the City of Jackson Code of Ordinances to include several additional classes protected from housing discrimination as follows: religion, race, color, national origin, ancestry, age, sex, sexual orientation, gender identity, familial status, marital status, source of income, height, weight, religious or political opinion, union affiliation, and physical or mental handicap.

While the City's Fair Housing ordinance includes protected classes beyond those identified at the federal level, local housing advocates report discriminatory practices are often not pursued. Tenants are usually in "survival mode" and are more interested in obtaining housing than proceeding with legal action. The process is intimidating, takes time, and is not clear cut. Oftentimes a discriminatory practice may be the underlying issue but housing is denied for minor legitimate reasons making prosecution especially difficult.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Monitoring is completed mainly through desk reviews. With City departments overseeing funded projects, access to immediate review and consultation is easily achieved. Employees with many years of experience managing federally-funded projects oversee these activities. Responsible staff has found few if any issues to address.

All expenditures of CDBG/HOME funds are thoroughly reviewed for eligibility and adequate documentation. Once approved for compliance, invoices are submitted for payment where they are further evaluated before processing. An independent auditor performs a single audit of the City's federal grants annually.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Jackson encourages all citizens, and especially those for whom activities are targeted, to participate in the planning and utilization of CDBG and HOME funds. The City of Jackson also invites active participation by local and regional institutions, the Jackson County Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in developing and implementing the Consolidated Plan and Annual Action Plan. The ability for citizens to participate in community development goes beyond the formal processes described in the Citizen Participation Plan through day-to-day involvement and interaction with City staff, formal boards, planning committees, ad hoc advisory groups, and the Mayor and City Council.

Notice of upcoming public hearings and open comment periods is published in local newspapers at least 10 days in advance. Information is also posted on the City's website and on its social media platforms. The Consolidated Plan and Annual Action Plans provide a 30-day public comment period while the Consolidated Annual Performance and Evaluation Report is 15 days. Comments are taken orally or in writing, are considered by the Jackson City Council, and incorporated into the document to which they pertain.

A Public Hearing to obtain citizen comments regarding the FY 2022 program performance was held during the Jackson City Council's September 26, 2023 regular meeting. No comments were received.

The notice for the September 26<sup>th</sup> public hearing was published by MLive on September 8<sup>th</sup>. The affidavit of publication will be inserted into this CAPER once it is received.

### **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

Staff does not foresee a change in Jackson's program objectives, which include housing rehabilitation, new or converted housing, blight elimination through clearance, and public infrastructure and facility improvements. Concentrating resources within these objectives versus spreading limited funds among a variety of unfocused activities has proven extremely effective in improving the community and local economy.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

## **CR-50 - HOME 91.520(d)**

### **Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City of Jackson has not invested HOME funds in rental housing; rather it has concentrated on low-income homeowners or homebuyers receiving assistance.

### **Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

The City of Jackson has not produced rental or homebuyer projects consisting of five (5) or more units.

### **Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

During Program Year 2022-2023, the City received program income in the amount of \$35,271. This program income derived from HOME-funded rehabilitation loans completed during prior years. The City expended \$19,764 in program income during 2022-2023.

### **Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The City of Jackson ensures landlords maintain housing units to decent, safe, and sanitary conditions through a three-year housing inspection process. City administration helps private developers access funding resources that may be available, such as LIHTC. The City's CHDO is in the process of completing the build and sale of one (1) new owner-occupied housing unit.

### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities	3	0
Total Labor Hours	4,632	
Total Section 3 Worker Hours	0	
Total Targeted Section 3 Worker Hours	0	

**Table 14 – Total Labor Hours**

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to generate job applicants who are Public Housing Targeted Workers		
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		
Direct, on-the job training (including apprenticeships).		
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.		
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).		
Outreach efforts to identify and secure bids from Section 3 business concerns.		
Technical assistance to help Section 3 business concerns understand and bid on contracts.		
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.		
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.		
Held one or more job fairs.		
Provided or connected residents with supportive services that can provide direct services or referrals.		
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.		
Assisted residents with finding child care.		
Assisted residents to apply for, or attend community college or a four year educational institution.		
Assisted residents to apply for, or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.		
Provided or connected residents with training on computer use or online technologies.		
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.		
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.		
New employee training		
Other.		

**Table 15 – Qualitative Efforts - Number of Activities by Program**

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** **Contract Award for 60" Interceptor Cleaning and Televising Engineering**

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**RECOMMENDATION:**

**Approve the award for the 60" Interceptor Cleaning and Televising Engineering contract to Fishbeck of Lansing, Michigan in the amount of \$73,500.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

I recommend approval of the contract award. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Jon H. Dowling, PE, City Engineer  
**DATE:** September 26, 2023

**RECOMMENDATION:** Approve the award for the 60” Interceptor Cleaning and Televising Engineering contract to Fishbeck of Lansing, Michigan in the amount of \$73,500.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.

## SUMMARY

Due to the sludge build up in the North Extension Sanitary Sewer, the pipe needs cleaning to maintain capacity in the pipe. Engineering requested a proposal from Fishbeck as a sole source for the engineering on the 60” Interceptor Cleaning and Televising contract. Fishbeck was chosen due to the work they have already performed on the Stormwater, Asset Management and Wastewater (SAW) Grant program for the Wastewater Treatment Plant.

## BUDGETARY CONSIDERATIONS

The cost for design and permitting is \$34,200.00, and cost for construction administration is \$39,300.00, for a total cost of \$73,500.00. The work included in this contract will be paid for with the Sanitary Sewer Replacement Fund.

## HISTORY, BACKGROUND and DISCUSSION

The 60” Interceptor is the North Extension of the West Side Intercepting Sewer, built in 1935 to extend the sewer system from the north city limits to the Wastewater Treatment Plant (WWTP). From the time of construction until the late 1970s the Interceptor was a combined pipe carrying both storm and sanitary flow to the WWTP. With the City’s Facilities Plan Project in the late 1970s the City separated the sewer system to have separate storm sewer and sanitary sewer pipes.

## DISCUSSION OF THE ISSUE

With a separated sewer system, the 60” Interceptor no longer has the heavy storm flows to move solids along in the sewer to clean the pipe. With more than 40 years since the sewer separation project, sludge has built up in the bottom of the interceptor decreasing the capacity of the pipe. This contract is to plan the work of cleaning and televising this pipe which includes railroad permits and analyzing sludge to determine means of disposal along with other duties as described in their attached letter dated September 5, 2023.

## POSITIONS

In concurrence with the Purchasing Agent, Engineering recommends that the 60” Interceptor Cleaning and Televising Engineering contract be awarded to Fishbeck of Lansing, Michigan, at their not-to-exceed cost of \$73,500.00. We also request that the Mayor and City Clerk be authorized to sign the contract documents

ATTACHMENTS

September 5, 2023

Troy White  
Assistant City Engineer  
City of Jackson  
161 West Michigan Avenue  
Jackson, MI 49204

### **Proposal for Professional Engineering Services Jackson, MI – 60-inch Interceptor Cleaning and Televising**

Fishbeck is pleased to provide this proposal for professional engineering services to assist the City of Jackson (City) with assembling bid documents, permitting, and construction administration for the cleaning and televising of the 60-inch interceptor that runs from the Myrtle Pump Station to the Wastewater Treatment Plant (WWTP).

### **Statement of Understanding**

The WWTP is located north of the City and east of Lansing Avenue. Flow from the system is transported north to the WWTP through a single 60-inch interceptor west of the Grand River that crosses under I-94, under the Jackson Lansing Railroad, and through a large, hard to access, undeveloped region that likely has areas of wetlands owned by Consumers Energy.

During the City's Stormwater, Asset Management, and Wastewater (SAW) Grant Program, Fishbeck worked with the Department of Public Works to have a subcontractor clean and televise a portion of the sanitary collection system. However, the 60-inch interceptor was unable to be cleaned and televised during the SAW Grant Program due to cost estimates received in 2018. Fishbeck was able to have the sediment levels evaluated in the sewer through sonar inspections. At this time, the City would like to proceed with cleaning and televising this key interceptor.

### **Scope of Services**

Fishbeck proposes to work with the City to complete the following scope of services.

### **Design and Permitting**

- Meet with the City onsite to review and confirm the requirements of the project.
- Locate the manholes along the interceptor from the Myrtle Pump Station to the WWTP using GPS. Evaluate access to the manholes to determine the type of access needed to complete the sewer cleaning and televising activities. Perform Level 1 condition assessments on the manholes to determine if any rehabilitation is needed.
- Take 3 sediment samples from the 60-inch sewer and send to a lab for environmental testing to determine if the sediment needs to be disposed of in a landfill. For budgeting purposes, we have included \$5,400 for the lab fees associated with the testing.
- Review access requirements and limitations with contractors who can perform this type of work. Review the property limits in GIS to determine if any easements will be needed for the proposed maintenance activities.
- Meet with WWTP staff to discuss bypass pumping and access requirements during construction at the WWTP and at Myrtle Pump Station.

- Assemble drawings and technical specifications for cleaning and televising the 60-inch sewer. It is anticipated the drawings will be schematic (in GIS) and provide general information about the location of the sewer and access points for the contractor.
- Submit minor permit application (\$100 permit fee) to EGLE for access to 60-inch interceptor for maintenance activities.
- Submit right-of-way entry (\$1,500 permit fee) and flagging permit applications to the Jackson Lansing Railroad for the interceptor maintenance activities.
- Submit the drawings and technical specifications to the City for preparation of the front-end documents and bidding of the project.

### Construction Administration

- Provide a bid award recommendation to the City after bids have been received.
- Organize and attend a pre-construction meeting with the selected contractor.
- Check in daily with the contractor and provide progress reports to the City during cleaning and televising activities. The check-ins will include approximately 1 hour onsite per day at various times on weekdays. We have estimated a construction period of 10 weeks (50 visits).
- Generate bi-weekly pay estimates for the cleaning and televising activities.

### Schedule

Fishbeck can begin the project upon receiving written authorization to proceed. The testing and document assembly would begin this fall with anticipation to bid the project in late winter/early spring. It is anticipated that the cleaning and televising activities will be summer or winter work due to the location of the interceptor.

### Professional Services Fees

We propose to perform the scope of services for an hourly, not to exceed fee of Seventy-Three Thousand Five Hundred Dollars (\$73,500), broken down as follows:

Design and Permitting	\$34,200
Construction Administration	<u>\$39,300</u>
Total	\$73,500

### Authorization

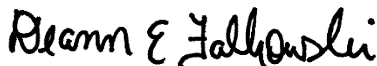
Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Kristin Groom ([kgroom@fishbeck.com](mailto:kgroom@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 517.887.4016 or [jjbrown@fishbeck.com](mailto:jjbrown@fishbeck.com).

Sincerely,

  
Jeff Brown PE

Senior Vice President



Deann E. Falkowski, PE

Vice President/Senior Civil Engineer

Attachments  
By email

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Approve Purchase of Pierce Fire Engine

---

**Recommendation:**

Approve purchase of a 2024 Pierce fire engine at a cost not to exceed \$850,000, where the funds would be obligated from the City's American Rescue Plan Act funds.

Attached is a memorandum from Director Elmer Hitt regarding the purchase of the fire engine.

I recommend approval of the purchase. Your consideration and concurrence is appreciated.

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Elmer J. Hitt, Director of Police and Fire Services  
**DATE:** September 26, 2023  
**RECOMMENDATION:** Approval of Purchase of 2024 Pierce Fire Truck

---

### SUMMARY

The Jackson Fire Department proposes to purchase a 2024 Pierce Saber fire engine at a cost not to exceed \$850,000. This will cover the acquisition and outfitting of the engine. This request is to obligate American Rescue Plan Act (ARPA) monies received by the City of Jackson to cover this purchase. This purchase will be from Halt Fire Inc., who is the sole source Pierce dealer for our region.

### BUDGETARY CONSIDERATIONS

No monies were budgeted for this purchase. The ARPA funds obligated will cover the entire purchase, and no monies from the general fund will be expended.

### HISTORY, BACKGROUND and DISCUSSION

Currently, the Fire Department utilizes a 2018 Pierce aerial (T-8), a 2016 Pierce pumper (E-3), a 2021 Pierce pumper (E-2), and a 2003 KME as reserve apparatus in the event a primary apparatus is out of service. If this purchase is approved, the 2016 Pierce will be moved to reserve status; leaving T-8, E-2, and the new 2024 Pierce as the front line apparatus.

### DISCUSSION OF THE ISSUE

The 2016 Pierce has reached the point of needed to be cycled into the position of reserve status. The truck was used as one of a two vehicle response after receiving it in 2016 until January 2021, at which time a three vehicle response was implemented reducing the mileage being put on all apparatus. Cycling it into reserve status now and purchasing the new truck will set us up well for future replacement planning.

### POSITION

I recommend approving the purchase of the 2024 Pierce fire engine.

---

2600 AMERICAN DRIVE  
POST OFFICE BOX 2017  
APPLETON, WISCONSIN 54912-2017  
920-832-3000 • FAX 920-832-3208  
www.piercemfg.com



January 13, 2023

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Halt Fire Inc. is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the Michigan counties of: Alcona, Allegan, Alpena, Antrim, Arenac, Barry, Bay, Benzie, Berrien, Branch, Calhoun, Cass, Charlevoix, Cheboygan, Chippewa, Clare, Clinton, Crawford, Eaton, Emmet, Genesee, Gladwin, Grand Traverse, Gratiot, Hillsdale, Huron, Ingham, Ionia, Iosco, Isabella, Jackson, Kalamazoo, Kalkaska, Kent, Lake, Lapeer, Leelanau, Lenawee, Livingston, Luce, Mackinac, Macomb, Manistee, Mason, Mecosta, Midland, Missaukee, Monroe, Montcalm, Montmorency, Muskegon, Newaygo, Oakland, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa, Presque Isle, Roscommon, Saginaw, Saint Clair, Saint Joseph, Sanilac, Shiawasee, Tuscola, Van Buren, Washtenaw, Wayne and Wexford.

Halt Fire Inc. is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in Wixom and Kalamazoo.

Please contact Halt Fire Inc. direct for Sales support or visit their website for more information at [www.haltfire.net](http://www.haltfire.net).

Sincerely,

A handwritten signature in black ink that reads "Charley Hopp".

Charley Hopp  
Manager – Contracts and Sales Support  
Pierce Manufacturing Inc.

SINGLE SOURCE MANUFACTURER ..... 13

COMPARISON REPORT ..... 13

NFPA 2016 STANDARDS..... 13

NFPA COMPLIANCY ..... 13

PUMP TEST ..... 14

GENERATOR TEST ..... 14

BID BOND NOT REQUESTED ..... 14

PERFORMANCE BOND NOT REQUESTED ..... 14

APPROVAL DRAWING..... 15

ELECTRICAL WIRING DIAGRAMS..... 15

SABER FR CHASSIS..... 15

WHEELBASE..... 15

GVW RATING ..... 15

FRAME ..... 15

FRONT NON DRIVE AXLE ..... 15

FRONT SUSPENSION ..... 16

FRONT SHOCK ABSORBERS ..... 17

FRONT OIL SEALS..... 17

FRONT TIRES ..... 17

REAR AXLE ..... 17

TOP SPEED OF VEHICLE..... 17

REAR SUSPENSION..... 17

REAR OIL SEALS..... 17

REAR TIRES..... 17

TIRE BALANCE ..... 17

TIRE PRESSURE MANAGEMENT ..... 18

FRONT HUB COVERS ..... 18

REAR HUB COVERS..... 18

MUD FLAPS ..... 18

WHEEL CHOCKS..... 18

WHEEL CHOCK BRACKETS ..... 18

ANTI-LOCK BRAKE SYSTEM ..... 18

BRAKES ..... 18

BRAKE SYSTEM AIR COMPRESSOR..... 19

BRAKE SYSTEM ..... 19

BRAKE SYSTEM AIR DRYER ..... 19

BRAKE LINES..... 19

AIR INLET ..... 19

ENGINE ..... 19

HIGH IDLE ..... 20

ENGINE BRAKE ..... 20

CLUTCH FAN ..... 20

ENGINE AIR INTAKE..... 21

EXHAUST SYSTEM..... 21

RADIATOR ..... 21

COOLANT LINES ..... 22

FUEL TANK ..... 22

DIESEL EXHAUST FLUID TANK..... 22

FUEL PRIMING PUMP ..... 22

TRANSMISSION..... 22

TRANSMISSION SHIFTER..... 23

TRANSMISSION COOLER ..... 23

DRIVELINE ..... 23

STEERING..... 23

STEERING WHEEL ..... 23

BUMPER..... 23

    Gravel Pan..... 24

CENTER HOSE TRAY ..... 24

    Center Hose Tray Cover ..... 24

TOW HOOKS..... 24

CAB ..... 24

CAB ROOF DRIP RAIL..... 25

INTERIOR CAB INSULATION ..... 25

FENDER LINERS ..... 25

PANORAMIC WINDSHIELD ..... 26

WINDSHIELD WIPERS..... 26

ENGINE TUNNEL ..... 26

INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING) ..... 26

CAB REAR WALL EXTERIOR COVERING ..... 26

CAB LIFT ..... 26

    Cab Lift Interlock..... 27

GRILLE ..... 27

SIDE OF CAB MOLDING ..... 27

MIRRORS ..... 27

DOORS..... 27

    Door Panels..... 28

ELECTRIC OPERATED CAB DOOR WINDOWS ..... 28

CAB STEPS ..... 28

CAB EXTERIOR HANDRAILS ..... 28

STEP LIGHTS..... 28

FENDER CROWNS ..... 29

CREW CAB WINDOWS..... 29

RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT ..... 29

RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT..... 29

BEHIND LEFT SIDE CAB DOOR WINDOW TINT..... 29

BEHIND RIGHT SIDE CAB DOOR WINDOW TINT ..... 29

LEFT SIDE ROLLUP CREW CAB DOOR WINDOW TINT ..... 29

LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT ..... 29

WINDOW PROTECTOR BARS, CREW CAB DOORS..... 29

CUP HOLDER..... 29

CAB DASH..... 29

MOUNTING PLATE ON ENGINE TUNNEL ..... 30

CAB INTERIOR..... 30

CAB INTERIOR UPHOLSTERY..... 30

CAB INTERIOR PAINT ..... 30

CAB FLOOR ..... 30

DEFROST/AIR CONDITIONING SYSTEM ..... 31

    Cab Defroster ..... 31

    Cab/Crew Auxiliary Heater..... 31

Air Conditioning ..... 31

Climate Control ..... 32

Gravity Drain Tubes ..... 32

SUN VISORS ..... 32

GRAB HANDLES ..... 32

ENGINE COMPARTMENT LIGHT ..... 32

ACCESS TO ENGINE DIPSTICKS ..... 32

SEATING CAPACITY ..... 33

DRIVER SEAT ..... 33

OFFICER SEAT ..... 33

RADIO COMPARTMENT ..... 33

REAR FACING DRIVER SIDE OUTBOARD SEAT ..... 33

REAR FACING PASSENGER SIDE OUTBOARD SEAT ..... 34

FORWARD FACING LEFT SIDE CABINET ..... 34

Cabinet Light ..... 34

FORWARD FACING CENTER SEAT ..... 34

FORWARD FACING RIGHT SIDE CABINET ..... 35

    Cabinet Light ..... 35

SEAT UPHOLSTERY ..... 35

AIR BOTTLE HOLDERS ..... 35

SEAT BELTS ..... 35

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT ..... 36

CAB DOME LIGHTS ..... 36

HAND HELD LIGHT ..... 36

CAB INSTRUMENTATION ..... 36

    Gauges ..... 36

    Indicator Lamps ..... 37

    Alarms ..... 38

    Indicator Lamp and Alarm Prove-Out ..... 38

    Control Switches ..... 38

    Custom Switch Panels ..... 39

    Diagnostic Panel ..... 39

AIR RESTRICTION INDICATOR ..... 40

"DO NOT MOVE APPARATUS" INDICATOR ..... 40

SWITCH PANELS..... 40

WIPER CONTROL..... 40

SPARE CIRCUIT ..... 40

SPARE CIRCUIT ..... 40

SPARE CIRCUIT ..... 41

INFORMATION CENTER..... 41

COLLISION MITIGATION ..... 41

VEHICLE DATA RECORDER ..... 42

    Seat Belt Monitoring System..... 42

RADIO ANTENNA MOUNT ..... 43

VEHICLE CAMERA SYSTEM ..... 43

ELECTRICAL POWER CONTROL SYSTEM..... 43

    VOLTAGE MONITOR SYSTEM ..... 43

    POWER AND GROUND STUDS ..... 44

    EMI/RFI PROTECTION ..... 44

ELECTRICAL..... 44

BATTERY SYSTEM..... 45

BATTERY SYSTEM..... 45

MASTER BATTERY SWITCH..... 45

BATTERY COMPARTMENTS ..... 46

JUMPER STUDS ..... 46

BATTERY CHARGER..... 46

AUTO EJECT FOR SHORELINE ..... 46

ALTERNATOR ..... 47

ELECTRONIC LOAD MANAGEMENT ..... 47

HEADLIGHTS ..... 47

FRONT DIRECTIONALS ..... 47

INTERMEDIATE LIGHT ..... 47

CAB CLEARANCE/MARKER/ID LIGHTS..... 47

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS..... 48

REAR CLEARANCE/MARKER/ID LIGHTING ..... 48

REAR FMVSS LIGHTING ..... 49

LICENSE PLATE BRACKET ..... 49

LIGHTING BEZEL..... 49

BACK-UP ALARM..... 49

CAB PERIMETER SCENE LIGHTS ..... 49

PUMP HOUSE PERIMETER LIGHTS..... 49

BODY PERIMETER SCENE LIGHTS ..... 49

STEP LIGHTS..... 50

SCENE LIGHTS..... 50

SCENE LIGHTS..... 50

12 VOLT LIGHTING ..... 50

HOSE BED LIGHTS..... 51

REAR SCENE LIGHT(S)..... 51

WALKING SURFACE LIGHT ..... 51

WATER TANK..... 51

WATER TANK RESTRAINT..... 52

HOSE BED ..... 52

HOSE BED DIVIDER ..... 53

HOSE BED COVER ..... 53

HOSEBED END FLAP ..... 54

RUNNING BOARDS ..... 54

TAILBOARD..... 54

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL ..... 54

REAR TOW EYES ..... 54

REAR TOW BAR ..... 55

RUNNING BOARD HOSE RESTRAINT..... 55

HOSE TRAY ..... 55

COMPARTMENTATION ..... 55

UNDERBODY SUPPORT SYSTEM..... 56

AGGRESSIVE WALKING SURFACE ..... 56

LOUVERS..... 56

TESTING OF BODY DESIGN ..... 57

LEFT SIDE COMPARTMENTATION ..... 57

RIGHT SIDE COMPARTMENTATION..... 57

SIDE COMPARTMENT ROLLUP DOOR(S) ..... 58

REAR COMPARTMENTATION..... 59

ROLLUP REAR COMPARTMENT DOOR..... 59

COMPARTMENT LIGHTING ..... 60

HATCH COMPARTMENT LIGHTING IPOS ..... 60

HATCH COMPARTMENT ..... 60

COMPARTMENT LIGHTING ..... 61

MOUNTING TRACKS ..... 61

ADJUSTABLE SHELVES..... 61

SLIDE-OUT FLOOR MOUNTED TRAY ..... 61

PEGBOARD..... 62

RUB RAIL ..... 62

BODY FENDER CROWNS ..... 62

BODY FENDER LINER..... 62

HARD SUCTION HOSE ..... 62

HANDRAILS ..... 62

HANDRAILS ..... 62

AIR BOTTLE STORAGE (Triple)..... 63

AIR BOTTLE COMPARTMENT STRAP ..... 63

AIR BOTTLE STORAGE (Double) ..... 63

AIR BOTTLE COMPARTMENT STRAP..... 63

EXTENSION LADDER ..... 63

ROOF LADDER ..... 63

LADDER STORAGE ..... 63

FOLDING LADDER..... 64

PIKE POLE PROVIDED BY FIRE DEPARTMENT ..... 64

6' PIKE POLE PROVIDED BY FIRE DEPARTMENT ..... 64

PIKE POLE STORAGE ..... 64

FOLDING STEPS FRONT OF BODY ..... 64

REAR FOLDING STEPS..... 64

PUMP COMPARTMENT ..... 65

PUMP MOUNTING ..... 65

LEFT SIDE PUMP CONTROL PANELS..... 65

IDENTIFICATION TAGS ..... 65

PUMP ..... 66

PUMP TRANSMISSION..... 67

PUMPING MODE..... 67

AIR PUMP SHIFT ..... 67

TRANSMISSION LOCK-UP ..... 67

AUXILIARY COOLING SYSTEM..... 67

INTAKE RELIEF VALVE - PUMP ..... 68

PRESSURE CONTROLLER ..... 68

PRIMING PUMP ..... 68

PUMP MANUALS ..... 68

PLUMBING, STAINLESS STEEL AND HOSE ..... 68

FOAM SYSTEM PLUMBING..... 69

MAIN PUMP INLETS ..... 69

MAIN PUMP INLET CAP ..... 69

VALVES ..... 69

INLET CONTROL ..... 69

LEFT SIDE INLET ..... 69

FRONT INLET PROVISION ..... 69

INLET BLEEDER VALVE ..... 69

TANK TO PUMP ..... 70

TANK REFILL ..... 70

DISCHARGE OUTLET CONTROLS ..... 70

LEFT SIDE DISCHARGE OUTLETS..... 70

LEFT SIDE OUTLET ELBOWS..... 70

RIGHT SIDE DISCHARGE OUTLETS ..... 70

RIGHT SIDE OUTLET ELBOWS..... 71

LARGE DIAMETER DISCHARGE OUTLET..... 71

LARGE DIAMETER OUTLET ELBOWS..... 71

FRONT DISCHARGE OUTLET ..... 71

REAR DISCHARGE OUTLET ..... 71

REAR OUTLET ELBOWS ..... 71

DISCHARGE CAPS/ INLET PLUGS ..... 71

OUTLET BLEEDER VALVE ..... 72

DELUGE RISER ..... 72

TELESCOPIC PIPING ..... 72

MONITOR ..... 72

CROSSLAY HOSE BEDS ..... 72

2.50" CROSSLAY HOSE BED ..... 73

CROSSLAY HOSE RESTRAINT ..... 73

CROSSLAY COVER ..... 73

CROSSLAY 8.00" LOWER THAN STANDARD ..... 74

HUSKY 3 FOAM PROPORTIONER ..... 74

    System Capacity ..... 74

    Control System ..... 74

    Hydraulic Drive System ..... 75

    Foam Concentrate Pump ..... 75

    External Foam Concentrate Connection ..... 75

    Panel Mounted External Pick-Up Connection / Valve ..... 75

    Pick-Up Hose ..... 75

    Discharges ..... 75

    System Electrical Load ..... 76

SINGLE FOAM TANK REFILL ..... 76

FOAM TANK ..... 76

FOAM TANK DRAIN ..... 76

PUMP PANEL CONFIGURATION ..... 76

PUMP AND GAUGE PANEL ..... 76

PUMP ACCESS ..... 76

    Right Side Panel ..... 76

    Panel Fastener ..... 76

PUMP COMPARTMENT LIGHT ..... 76

THROTTLE READY GREEN INDICATOR LIGHT ..... 77

OK TO PUMP INDICATOR LIGHT ..... 77

ALUMINUM HEAT ENCLOSURE ..... 77

ELECTRIC GAUGE HEATER ..... 77

VACUUM AND PRESSURE GAUGES ..... 77

PRESSURE GAUGES ..... 77

WATER LEVEL GAUGE ..... 78

ADDITIONAL WATER LEVEL GAUGE ..... 78

FOAM LEVEL GAUGE ..... 78

LIGHT SHIELD..... 79

AIR HORN SYSTEM..... 79

    Air Horn Location..... 79

    Air Horn Control..... 79

ELECTRONIC SIREN ..... 79

ELECTRONIC SIREN CONTROL ..... 80

SPEAKER ..... 80

AUXILIARY MECHANICAL SIREN ..... 80

MECHANICAL SIREN CONTROL..... 80

FRONT ZONE UPPER WARNING LIGHTS ..... 81

TRAFFIC LIGHT CONTROLLER ..... 81

LIGHTS, FRONT ZONE LOWER ..... 81

SIDE ZONE LOWER LIGHTING ..... 82

SIDE WARNING LIGHTS..... 82

SIDE WARNING LIGHTS..... 82

REAR ZONE LOWER LIGHTING..... 82

WARNING LIGHTS (Rear and Side upper zones)..... 83

REAR LIGHT MOUNTING ..... 83

LIGHT TOWER CAB ROOF REINFORCEMENTS..... 83

POWER OUTLET STRIP ..... 83

120 VOLT RECEPTACLE ..... 83

120 VOLT RECEPTACLE ..... 84

120 VOLT RECEPTACLE ..... 84

LOOSE EQUIPMENT..... 84

NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT ..... 84

SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT ..... 86

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT ..... 86

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT ..... 86

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT ..... 86

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT ..... 86

PAINT PROCESS ..... 86

    Environmental Impact ..... 87

PAINT ..... 88

PAINT CHASSIS FRAME ASSEMBLY ..... 88

AXLE HUB PAINT ..... 89

FRONT BUMPER COATING - TOP FLANGE ..... 89

COMPARTMENT INTERIOR PAINT ..... 89

REFLECTIVE STRIPES ..... 89

REAR CHEVRON STRIPING ..... 89

CAB DOOR REFLECTIVE STRIPE ..... 89

FIRE APPARATUS PARTS MANUAL ..... 89

    Service Parts Internet Site ..... 90

CHASSIS SERVICE MANUALS ..... 90

CHASSIS OPERATION MANUAL ..... 90

ONE (1) YEAR MATERIAL AND WORKMANSHIP ..... 90

ENGINE WARRANTY ..... 90

STEERING GEAR WARRANTY ..... 91

FIFTY (50) YEAR STRUCTURAL INTEGRITY ..... 91

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY ..... 91

REAR AXLE WARRANTY ..... 91

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY ..... 91

TEN (10) YEAR STRUCTURAL INTEGRITY ..... 91

TEN (10) YEAR PRO-RATED PAINT AND CORROSION ..... 91

CAMERA SYSTEM WARRANTY ..... 91

COMPARTMENT LIGHT WARRANTY ..... 91

TRANSMISSION WARRANTY ..... 91

TRANSMISSION COOLER WARRANTY ..... 91

WATER TANK WARRANTY ..... 91

TEN (10) YEAR STRUCTURAL INTEGRITY ..... 91

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY ..... 92

PUMP WARRANTY ..... 92

TEN (10) YEAR PUMP PLUMBING WARRANTY ..... 92

FOAM SYSTEM WARRANTY ..... 92

TEN (10) YEAR PRO-RATED PAINT AND CORROSION..... 92

VEHICLE STABILITY CERTIFICATION ..... 92

ENGINE INSTALLATION CERTIFICATION ..... 92

POWER STEERING CERTIFICATION ..... 92

CAB INTEGRITY CERTIFICATION..... 92

    Side Impact..... 93

    Frontal Impact..... 93

    Additional Frontal Impact ..... 93

    Roof Crush ..... 93

    Additional Roof Crush..... 93

CAB DOOR DURABILITY CERTIFICATION ..... 93

WINDSHIELD WIPER DURABILITY CERTIFICATION ..... 93

ELECTRIC WINDOW DURABILITY CERTIFICATION ..... 93

SEAT BELT ANCHOR STRENGTH..... 94

SEAT MOUNTING STRENGTH..... 94

PERFORMANCE CERTIFICATIONS..... 94

    Cab Air Conditioning..... 94

    Cab Defroster ..... 94

    Cab Auxiliary Heater..... 94

AMP DRAW REPORT..... 94

**SINGLE SOURCE MANUFACTURER**

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

Your apparatus will be manufactured in Bradenton, Florida.

**COMPARISON REPORT**

A report will be provided to allow the Sales Representative to compare the options to a previous job. The report will be provided for job 40739.

**NFPA 2016 STANDARDS**

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

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

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter. Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

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

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

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

**NFPA COMPLIANCY**

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

**PUMP TEST**

The rated water pump will be tested, approved, and certified by an ISO certified independent third party testing agency at the manufacturer's expense. The test results, along with the pump manufacturer's certification of hydrostatic test, the engine manufacturer's certified brake horsepower curve, and the manufacturer's record of pump construction details will be forwarded to the Fire Department.

**GENERATOR TEST**

If the unit has a generator, the generator will be tested, approved, and certified by an ISO certified independent third party testing agency at the manufacturer's expense. The test results will be provided to the Fire Department at the time of delivery.

**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.

**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.

### **APPROVAL DRAWING**

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

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

### **ELECTRICAL WIRING DIAGRAMS**

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

### **SABER FR CHASSIS**

The Pierce Saber FR® is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

### **WHEELBASE**

The wheelbase of the vehicle will be 184.50".

### **GVW RATING**

The gross vehicle weight rating will be 42,000#.

### **FRAME**

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

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

### **FRONT NON DRIVE AXLE**

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 18,000 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

### **FRONT SUSPENSION**

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 18,000 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 moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have a torsion bar type spring. In addition, each front wheel end will have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will have 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 fifteen minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension completed durability testing that simulated 140,000 miles of inner city driving.

**FRONT SHOCK ABSORBERS**

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

**FRONT OIL SEALS**

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

**FRONT TIRES**

Front tires will be Goodyear® 315/80R22.50 radials, 20 ply G289 WHA tread, rated for 20,400 lb maximum axle load and 68 mph maximum speed.

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

**REAR AXLE**

The rear axle will be a Dana Model S23-190, single axle assembly with a capacity of 24,000 lb.

**TOP SPEED OF VEHICLE**

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

**REAR SUSPENSION**

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 24,000 lb. The spring hangers will be castings.

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

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

**REAR OIL SEALS**

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

**REAR TIRES**

The rear tires will be four (4) Goodyear Armor Max MSD, 12R22.50 radials, load range H, rated for 27,120 lb maximum axle load and 68 mph maximum speed.

The tires will be mounted on 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle. The wheels will be Alcoa© part number 894652, hub piloted.

**TIRE BALANCE**

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

**TIRE PRESSURE MANAGEMENT**

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

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

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

**FRONT HUB COVERS**

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

**REAR HUB COVERS**

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

**MUD FLAPS**

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

**WHEEL CHOCKS**

There will be one (1) pair of Worden Safety Products, Model HWGY-SB, wheel chocks provided.

Heavy Duty, large molded aluminum wheel chock with solid bottom, yellow powder coat finish.

**WHEEL CHOCK BRACKETS**

There will be One of Worden Safety model U815T mounting wheel chock brackets provided . The brackets will be mounted front or 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.

**BRAKES**

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

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

**BRAKE SYSTEM AIR COMPRESSOR**

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

**BRAKE SYSTEM**

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

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

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

**BRAKE SYSTEM AIR DRYER**

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

**BRAKE LINES**

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

**AIR INLET**

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located 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.

**ENGINE**

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

Make:	Cummins
Model:	L9

Power:	450 hp at 2100 rpm
Torque:	1250 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2021
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	543 cubic inches (8.9L)
Starter:	Delco 39MT™
Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.

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

**HIGH IDLE**

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

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

**ENGINE BRAKE**

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

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

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

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

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

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

**CLUTCH FAN**

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

**ENGINE AIR INTAKE**

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

A stainless steel metal screen will be installed at the inlet of the air intake system that will meet NFPA 1901 requirements.

The air cleaner and stainless steel screen will be easily accessible by tilting the cab.

**EXHAUST SYSTEM**

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

**RADIATOR**

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

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

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

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

The radiator will be compatible with commercial antifreeze solutions.

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

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

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

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

**COOLANT LINES**

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

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

**FUEL TANK**

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

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

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

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

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

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

**DIESEL EXHAUST FLUID TANK**

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

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

A fill inlet will be provided and marked "Diesel Exhaust Fluid Only". The fill inlet will be located below the air bottle storage behind a common door on the driver side of the vehicle.

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

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

**FUEL PRIMING PUMP**

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

**TRANSMISSION**

An Allison 6th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided.

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

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

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

**TRANSMISSION SHIFTER**

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

The transmission ratio will be:

1st	3.49 to 1.00
2nd	1.86 to 1.00
3rd	1.41 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
R	5.03 to 1.00

**TRANSMISSION COOLER**

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

**DRIVELINE**

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

The shafts will be dynamically balanced before installation.

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

**STEERING**

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

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

**STEERING WHEEL**

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

**BUMPER**

A one (1)-piece bumper manufactured from 0.25" formed steel with a 0.38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will

extend 19.00" from the face of the cab. The bumper will be 95.28" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

### **Gravel Pan**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

### **CENTER HOSE TRAY**

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 125' of 1.75" double jacket cotton-polyester hose.

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

### **Center Hose Tray Cover**

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be attached with a stainless steel hinge.

One (1) D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position.

### **TOW HOOKS**

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

### **CAB**

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

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

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

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions. The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a 0.090" front skin (for a total thickness of 0.22"), and reinforced with a full width x 0.50" thick cross-cab support located just

below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

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

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

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

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

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

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

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

The cab will be a full tilt cab style.

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

### **CAB ROOF DRIP RAIL**

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

### **INTERIOR CAB INSULATION**

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

### **FENDER LINERS**

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

**PANORAMIC WINDSHIELD**

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

**WINDSHIELD WIPERS**

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

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

**ENGINE TUNNEL**

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

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

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

**INTERIOR CREW CAB REAR WALL ADJUSTABLE SEATING (PATENT PENDING)**

The interior rear wall of the crew cab will have mounting holes every 2.75" to allow for adjustability of the forward facing crew cab seating along the rear wall. Seats will be adjustable with use of simple hand tools allowing departments flexibility of their seating arrangement should their department needs change.

**CAB REAR WALL EXTERIOR COVERING**

The exterior surface of the rear wall of the cab will be painted job color.

**CAB LIFT**

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

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

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

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

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

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

### **Cab Lift Interlock**

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

### **GRILLE**

A single piece polished stainless steel grille and framework will be provided on the front center of the cab.

### **SIDE OF CAB MOLDING**

Chrome molding will be provided on both sides of cab.

### **MIRRORS**

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

An amber marker light will be provided on each mirror head.

### **DOORS**

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

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

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

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

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

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

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

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

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

### **Door Panels**

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

### **ELECTRIC OPERATED CAB DOOR WINDOWS**

All four (4) cab doors will be equipped with electric operated windows with one (1) flush mounted automotive style switch on each door. The driver's door will have four (4) switches, one (1) to control each door window.

Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1 second.

### **CAB STEPS**

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

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

### **CAB EXTERIOR HANDRAILS**

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

### **STEP LIGHTS**

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

- One (1) light for the left access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side access step.

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

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

### **FENDER CROWNS**

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

### **CREW CAB WINDOWS**

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.

### **RIGHT SIDE ROLLUP CREW CAB DOOR WINDOW TINT**

The rollup window in the right side crew cab door will be tinted medium gray.

### **RIGHT SIDE UPPER CREW CAB DOOR WINDOW TINT**

The upper window in the right side crew cab door will be tinted medium gray.

### **BEHIND LEFT SIDE CAB DOOR WINDOW TINT**

The window behind the left side front cab door will be tinted medium gray.

### **BEHIND RIGHT SIDE CAB DOOR WINDOW TINT**

The window behind the right side front cab door will be tinted 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.

### **LEFT SIDE UPPER CREW CAB DOOR WINDOW TINT**

The upper window in the left side crew cab door will be tinted medium gray.

### **WINDOW PROTECTOR BARS, CREW CAB DOORS**

A knurled window protector bar will be installed on each crew cab door, 2.00" above the bottom of the window opening. The bar will extend from the front of the crew cab door to the rear of the crew cab door, mounted as close to the door frame as possible. The bar will be painted 600T black.

### **CUP HOLDER**

There will be two (2) cup holder(s) provided. Each cup holder will have self-adjusting fingers that automatically grip beverage containers of various sizes. A recess in the cup holder will allow it to hold beverage containers with handles.

The cup holder(s) will be located on top of engine tunnel for driver and officer.

### **CAB DASH**

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

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

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

### **MOUNTING PLATE ON ENGINE TUNNEL**

Equipment installation provisions will be installed on the engine tunnel.

A .25" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.50" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

### **CAB INTERIOR**

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

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

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

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

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

All wiring will be placed in metal raceways.

### **CAB INTERIOR UPHOLSTERY**

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

### **CAB INTERIOR PAINT**

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

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

### **CAB FLOOR**

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

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

### **DEFROST/AIR CONDITIONING SYSTEM**

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

#### **Cab Defroster**

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

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

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

#### **Cab/Crew Auxiliary Heater**

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

#### **Air Conditioning**

A condenser will be a 59,644 BTU output that meets and exceeds the performance specification will be mounted on the radiator.

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.

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

### **Gravity Drain Tubes**

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

### **SUN VISORS**

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

There will be a black plastic thumb latch provided to help secure each sun visor in the stowed position.

### **GRAB HANDLES**

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

### **ENGINE COMPARTMENT LIGHT**

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

### **ACCESS TO ENGINE DIPSTICKS**

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

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

The door will have a rubber seal for thermal and acoustic insulation. One (1) Southco C2 chrome raised trigger lever latch will be provided on the access door.

### **SEATING CAPACITY**

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be five (5).

### **DRIVER SEAT**

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

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

### **OFFICER SEAT**

A seat will be provided in the cab for the passenger. The seat will be a fixed type with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

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

### **RADIO COMPARTMENT**

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

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

A drop-down door with one (1) Southco C2 chrome raised trigger lever latch will be provided for access.

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

### **REAR FACING DRIVER SIDE OUTBOARD SEAT**

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

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

#### **REAR FACING PASSENGER SIDE OUTBOARD SEAT**

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 5 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

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

#### **FORWARD FACING LEFT SIDE CABINET**

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

The cabinet will be 30.00" wide x 60.00" high x 16.25" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 27.50" wide x 54.75" high. The minimum clear door opening will be 24.75" wide x 48.87" high.

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

The cabinet will include no louvers.

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

#### **CABINET LIGHT**

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

#### **FORWARD FACING CENTER SEAT**

There will be one (1) forward facing seat provided at the center position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushion designed with EVC (elastomeric vibration control).

The seat back will be an SCBA style with 90 degree back. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

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

**FORWARD FACING RIGHT SIDE CABINET**

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

The cabinet will be 30.00" wide x 60.00" high x 16.25" deep with one (1) Amdor rollup door with anodized finish, locking with #751 key. The frame to frame opening of the cabinet will be 27.50" wide x 54.75" high. The minimum clear door opening of the cabinet will be 24.75" wide x 48.87" high.

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

The cabinet will include no louvers.

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

**Cabinet Light**

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

**SEAT UPHOLSTERY**

All seat upholstery will be leather grain 36 oz dark silver gray vinyl resistant to oil, grease and mildew. The cab will have six (6) seating positions.

**AIR BOTTLE HOLDERS**

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

There will be a quantity of four (4) SCBA brackets.

**SEAT BELTS**

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

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

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

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

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

### **HELMET STORAGE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 14.1.7.4.1 requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

### **CAB DOME LIGHTS**

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

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

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

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

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

### **HAND HELD LIGHT**

There will be four (4) Streamlight LiteBox lights with an orange thermoplastic body provided. The location will be Mounted on engine tunnel mounting plate. 2- rear of plate 1- next to each front seat, between seat riser and door.

### **CAB INSTRUMENTATION**

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

### **Gauges**

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

- Voltmeter gauge (volts):
  - Low volts (11.8 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
  - High volts (15.5 VDC)
    - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)

- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
  - Low fuel (1/8 full)
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
  - Low oil pressure to activate engine warning lights and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
  - Low air pressure to activate warning lights and alarm
    - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
  - High transmission oil temperature activates warning lights and alarm
    - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
  - High engine temperature activates an engine warning light and alarms
    - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
  - Low fluid (1/8 full)
    - Amber indicator light in gauge dial

### **Indicator Lamps**

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

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:

- Ladder rack down
- Parking brake
- Stop engine
- The following green telltale lamps will be present:
  - Left turn
  - Right turn
  - Battery on
  - Ignition
  - Aux brake (auxiliary brake engaged) (where applicable)
- The following blue telltale lamps will be present:
  - High beam

### **Alarms**

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

### **Indicator Lamp and Alarm Prove-Out**

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

### **Control Switches**

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

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

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

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

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

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

Heater, defrost, and air conditioning control panel.

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

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

Parking brake control: An air actuated push/pull park brake control.

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

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

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

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

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

### **Custom Switch Panels**

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

### **Diagnostic Panel**

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

The diagnostic panel will include the following:

- ENGINE/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system

- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

### **AIR RESTRICTION INDICATOR**

A high air restriction warning indicator light (electronic) will be provided.

### **"DO NOT MOVE APPARATUS" INDICATOR**

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

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

### **SWITCH PANELS**

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

### **WIPER CONTROL**

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located on the left side of the center instrument panel.

The wipers will be interlocked to the parking brake. The wipers will terminate operation when the parking brake is set.

### **SPARE CIRCUIT**

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

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate upper center rear wall of EMS cabinet..
- Termination will be with a 10-place bus bar with screws and removable cover.
- Wires will be sized to 125 percent of the protection.

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

### **SPARE CIRCUIT**

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

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 4.8 amps at 12 volts DC.
- The USB socket mount will be switch panel #14.
- Termination will be a Blue Sea Systems part number 1045 dual USB charger socket.
- Wires will be sized to 125% of the protection.

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

### **SPARE CIRCUIT**

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

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 15 amps at 12 volts DC
- Power and ground will terminate Switch panel #14
- Termination will be with 15 amp, power point plug with rubber cover
- Wires will be sized to 125 percent of the protection

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

### **INFORMATION CENTER**

There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

### **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.

### **VEHICLE DATA RECORDER**

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

**RADIO ANTENNA MOUNT**

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed officer side of cab roof on the cab roof with high efficiency, low loss, coaxial cable(s) routed to behind the officer seat. A weatherproof cap will be installed on the mount.

**VEHICLE CAMERA SYSTEM**

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) white camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" High Definition (HD) display located in view of the driver in the custom dash, per instrument panel layout. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) HD700136DC, display
- One (1) 1080p AHD rear camera
- All necessary cables

**ELECTRICAL POWER CONTROL SYSTEM**

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

**VOLTAGE MONITOR SYSTEM**

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is below optimum levels.

**POWER AND GROUND STUDS**

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

**EMI/RFI PROTECTION**

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

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

**ELECTRICAL**

All 12-volt electrical equipment installed by Pierce Manufacturing will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also, a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will have this compound in the plug to prevent corrosion and for easy separation (of the plug).

5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection.

Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

### **BATTERY SYSTEM**

There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

### **BATTERY SYSTEM**

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

### **MASTER BATTERY SWITCH**

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

**BATTERY COMPARTMENTS**

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

**JUMPER STUDS**

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

**BATTERY CHARGER**

There will be an IOTA™, Model DSL 75, battery charger with IQ4, controller provided.

The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

There will be a Kussmaul™, Model #091-94-12, remote indicator included.

The battery charger will be located in the left body compartment mounted on the left wall as high as possible.

The battery charger indicator will be located on the driver's seat riser.

**AUTO EJECT FOR SHORELINE**

There will be one (1) Kussmaul™, Model 091-55-20-120, 20 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to the battery charger.

There will be a mating connector body supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

### **ALTERNATOR**

A Delco Remy®, Model 40SI, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

### **ELECTRONIC LOAD MANAGEMENT**

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

### **HEADLIGHTS**

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055\*\*\*1 low beam module
- the inside light on each side will contain a part number 055\*\*\*1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

### **FRONT DIRECTIONALS**

The front directional's will be Whelen®, Model M62T, 4.31" high x 6.75" wide x 1.37" deep directional lights with amber LEDs. The lens color(s) to be clear. The directional's will be housed in the same common bezel as the front warning light and will be located above the headlights. The housing to be polished and the trim shall be chrome.

The flash pattern of the directional lights will be Steady On (Arrow).

### **INTERMEDIATE LIGHT**

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

### **CAB CLEARANCE/MARKER/ID LIGHTS**

There will be five (5) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.

### **FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS**

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

### **REAR CLEARANCE/MARKER/ID LIGHTING**

There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

### **REAR FMVSS LIGHTING**

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be the same as the LEDs.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

### **LICENSE PLATE BRACKET**

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

### **LIGHTING BEZEL**

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

### **BACK-UP ALARM**

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

### **CAB PERIMETER SCENE LIGHTS**

There will be four (4) Truck-Lite, Model 6060C, white LED lights with grommets provided, one (1) for each cab and crew cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

### **PUMP HOUSE PERIMETER LIGHTS**

There will be two (2) Truck-Lite, Model 6060C, white LED lights with grommets provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

### **BODY PERIMETER SCENE LIGHTS**

There will be two (2) Truck-Lite, Model 6060C, white LED lights with grommets provided under at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

**STEP LIGHTS**

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" 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.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of NFPA 1901.

**SCENE LIGHTS**

There will be two (2) Fire Research, Model SPA900-Q70 scene light(s) with chrome flange(s) installed on the side of the apparatus, mount behind passenger side crew cab door, high as possible. Mount one above RS1 compartment.

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
- a switch at the passenger's side switch panel
- no additional switch location

These lights may be load managed when the parking brake is set.

**SCENE LIGHTS**

There will be two (2) Fire Research, Model SPA900-Q70 scene light(s) with chrome flange(s) installed on the side of the apparatus, mount behind driver side crew cab door, high as possible. Mount one above LS1 compartment.

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
- a switch at the passenger's side switch panel
- no additional switch location

These lights may be load managed when the parking brake is set.

**12 VOLT LIGHTING**

There will be one (1) Fire Research Evolution, Model FCA851-V20-\*, 12 volt LED floodlight(s) provided on the front visor, centered.

The light's housing(s) painted parts to be white.

The light(s) will be controlled in the following way:

- a switch at the driver's side switch panel
- a switch at the pump operator's panel
- a switch at the passenger's side switch panel
- no additional switch location

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

### **HOSE BED LIGHTS**

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in NFPA 1901 for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.
- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a cup switch at the rear of the apparatus no more than 72.00" from the ground.

### **REAR SCENE LIGHT(S)**

There will be two (2) Fire Research, Model SPA900-Q70, LED scene light(s) with chrome trim bezels installed at the rear of the apparatus, upper rear body bulkhead, one each side.

The light(s) will be controlled by a switch at the driver's side switch panel, by a switch at the passenger's side switch panel and by a switch at the driver's side pump panel.

The light(s) may be load managed when the parking brake is set.

### **WALKING SURFACE LIGHT**

There will be Model FRP, 4" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

### **WATER TANK**

Booster tank will have a capacity of 750 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

The tank will be stepped in design to allow for a low hosebed.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

#### **WATER TANK RESTRAINT**

A heavy-duty water tank restraint will be provided.

#### **HOSE BED**

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

The hose bed will be as low as practical.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

A cross divider will be provided at the front of the hose bed before the tank transitions from the lower section to the upper section. The divider will run from the top of the side sheet down below the hose bed grating.

The inside of the hose bed will be painted . The inside of the cargo area above the pump will be painted .

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate 1000' of 5" DJ Poly and 500 of 2.5" DJ Poly.

### **HOSE BED DIVIDER**

One (1) hosebed divider will be furnished for separating hose.

Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum.

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.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

There will be one (1) additional hose bed dividers furnished.

Each divider will be constructed of a .25" brushed aluminum sheet.

Partition will be permanently installed and located In hosebed, on top of the ladder compartment.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

Flat surfaces will be sanded for uniform appearance or constructed of brushed aluminum.

### **HOSE BED 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.

### **HOSEBED END FLAP**

A pair of black vinyl flaps will be installed on the rear, one for each of the aluminum treadplate hose bed covers. The vinyl flap will be secured to the hose bed cover with quarter turn fasteners.

Each vinyl flap will have (2) nylon tie down straps with seat belt buckles to secure the flaps at their base.

### **RUNNING BOARDS**

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

### **TAILBOARD**

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

### **REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL**

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

### **REAR TOW EYES**

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

**REAR TOW BAR**

One (1) tow bar will be installed under the tailboard.

The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

**RUNNING BOARD HOSE RESTRAINT**

A pair of 2.00" wide black nylon straps with Velcro fasteners will be provided for each hose tray to secure the hose during travel. There will be Two (2) hose trays located one (1) in each side running board.

**HOSE TRAY**

Two (2) hose trays will be recessed one (1) in each side running board.

Capacity of the tray will be 20.00' of 5.00" soft suction hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation. Drain holes will be provided.

**COMPARTMENTATION**

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

**UNDERBODY SUPPORT SYSTEM**

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

**AGGRESSIVE WALKING SURFACE**

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

**LOUVERS**

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

**TESTING OF BODY DESIGN**

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

**LEFT SIDE COMPARTMENTATION**

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

**RIGHT SIDE COMPARTMENTATION**

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 66.63" high x 25.88" deep in the lower 25.00" of the compartment and 12.00" deep in the remaining upper portion. The clear door opening will be a minimum of 28.75" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 32.88" high x 12.00" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

#### **SIDE COMPARTMENT ROLLUP DOOR(S)**

There will be six (6) compartment doors installed on the side compartments, double faced, aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by AMDOR™ brand rollup doors.

Door(s) will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The doors will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door

strickers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 nylon.

Each rollup door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

### **REAR COMPARTMENTATION**

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 23.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

### **ROLLUP REAR COMPARTMENT DOOR**

The rear compartment will have a rollup door.

The door will be double faced, aluminum construction, satin aluminum and manufactured by AMDOR™ brand rollup doors.

The door will be constructed using 1.00" extruded double wall aluminum slats which will feature a flat smooth interior surface to provide maximum protection against equipment hang-up. The slats will be connected with a structural driven ball and socket hinge designed to provide maximum curtain diaphragm strength. Mounting and adjusting the curtain will be done with a clip system that connects the curtain to the balancer drum allowing for easy tension adjustment without tools. The slats will be mounted in reusable slat shoes with positive snap-lock securement.

Each slat will incorporate weather tight recessed dual durometer seals. One (1) fin will be designed to locate the seal within the extrusion. The second will serve as a wiping seal which will also allow for compression to prevent water ingress.

The door will be mounted in a one (1)-piece aluminum side frame with recessed side seals to minimize seal damage during equipment deployment. All seals including side frames, top gutters and bottom panel are to be manufactured utilizing non-marring materials.

Bottom panel flange of rollup door will be equipped with two (2) cut-outs to allow for easier access with gloved hands.

A polished stainless steel lift bar to be provided for each roll-up door. The lift bar will be located at the bottom of door with striker latches installed at the base of the side frames. Side frame mounted door strikers will include support beneath the stainless steel lift bar to prevent door curtain bounce, improve bottom seal life expectancy and to avoid false door ajar signals.

All injection molded rollup door wear components will be constructed of Type 6 Nylon.

The door will have a 3.00 inch diameter balancer/tensioner drum to assist in lifting the door.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

### **COMPARTMENT LIGHTING**

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

### **HATCH COMPARTMENT LIGHTING IPOS**

There will be four (4) Pierce 24.00" white 12 volt DC LED compartment light strip(s) installed in place of the rubber mounted lights in the hatch compartment(s) located all hatch compartments.

### **HATCH COMPARTMENT**

Two (2) hatch compartments will be provided above the left and right side compartments.

Each hatch compartment will extend the full length of the side body compartmentation x 13.75" wide. The height of each hatch compartment will match the side sheet height.

Sides of the compartment will be constructed of the same material as the body and painted job color. A chrome and black vinyl molding will be provided to cover the seam between the top of the body panel and the bottom of the hatch compartment. The vertical outboard seam at the center of the compartment will be smooth weld finished and painted. The top of the compartment will be constructed of bright aluminum treadplate.

Two (2) lift-up, bright aluminum treadplate doors will be provided on the top of the compartment. Doors will have lipped edges with a rubber seal for weather resistance. Each door will have a D-handle latch. Doors will be hinged on the outboard side and will utilize a gas strut (or rubber covered chain on narrow width doors)

Compartment will drain to an area below the hose bed. Black rubber matting shall be provided to help prevent stored equipment in pooled water.

**COMPARTMENT LIGHTING**

There will be a 42.00" 12 volt DC strip light with white LEDs mounted on the interior, hinged side of each door. The lights will be mounted with mechanical fasteners.

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

**MOUNTING TRACKS**

There will be seven (7) sets of tracks for mounting shelf(s) in LS1, LS2, LS3, RS1, RS2, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be unpainted with a natural finish.

**ADJUSTABLE SHELVES**

There will be five (5) 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 LS1 at the depth transition point, in RS1 at the transition point, in RS3 at the transition point, in LS3 at the depth transition point and in B1 in the upper third.

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be one (1) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1 and LS1.

**PEGBOARD**

There will be 3/16" thick aluminum pegboard spatter gray painted will be installed on the back wall of six (6) compartments. It will be mounted using two (2) horizontal tracks. Retainers will be used to mount the pegboard to the tracks. The pegboard(s) installed will be on the upper standard depth section of the compartment. The holes will be .203" diameter, punched 1.00" on center. Pegboard will be provided in the following compartments: LS1, LS2, LS3, RS1, RS2 and RS3.

**RUB RAIL**

Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

**BODY FENDER CROWNS**

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

**BODY FENDER LINER**

A painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

**HARD SUCTION HOSE**

Hard suction hose will not be required.

**HANDRAILS**

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

**HANDRAILS**

One (1) vertical handrail will be located on each rear beavertail.

One (1) horizontal black rubber-covered aluminum handrail will be provided above the hose bed at the rear of the apparatus. The hose bed dividers shall be tied to the upper handrail or cross bar in order to provide sufficient reinforcement.

**AIR BOTTLE STORAGE (TRIPLE)**

A quantity of two (2) air bottle compartments designed to hold (3) air bottles up to 7.25" in diameter x 26.00" deep will be provided on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

**AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment(s) to help contain the air bottles when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

**AIR BOTTLE STORAGE (DOUBLE)**

A quantity of two (2) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels. The triangular door shall cover the double air bottle opening and the DEF tank access. and on the left side rearward of the rear wheels. The triangular door shall cover the double air bottle opening and the fuel tank access.. A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black Dura-Surf friction reducing material will be provided.

**AIR BOTTLE COMPARTMENT STRAP**

A strap will be provided in the air bottle compartment to help contain the air bottle when the vehicle is parked on an incline. The strap will wrap around the neck and attach to the wall of the compartment.

**EXTENSION LADDER**

There will be a 24' two-section aluminum Duo-Safety Series 900-A extension ladder provided.

**ROOF LADDER**

There will be a 14' aluminum Duo-Safety Series 775-A roof ladder provided.

**LADDER STORAGE**

The ladders will be stored between the water tank and the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges.

The ladder storage area will be enclosed as practical by means of sheet metal to protect the ladders from road dirt. The ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclose the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

An aluminum enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments.

The enclosure will also include a vertically hinged smooth aluminum door with a D-handle latch to access the ladders. The door will be hinged on the left side.

On the rear wall, there will be a bright aluminum treadplate scuffplate around the door for the ladder enclosure.

### **FOLDING LADDER**

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed in a U-shaped trough inside the ladder storage compartment .

### **PIKE POLE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Akron 10' pike pole.

### **6' PIKE POLE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) 6' pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Akron 6' pike pole.

### **PIKE POLE STORAGE**

Aluminum tubing will be used for the storage of two (2) pike poles and will be located in ladder storage compartment. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

### **FOLDING STEPS FRONT OF BODY**

Folding steps will be provided full height on the left side and right side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

### **REAR FOLDING STEPS**

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

**PUMP COMPARTMENT**

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

**PUMP MOUNTING**

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

**LEFT SIDE PUMP CONTROL PANELS**

All pump controls and gauges will be located at the left side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable). Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

**IDENTIFICATION TAGS**

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification.

The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

### **PUMP**

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.

-70% of rated capacity at 200 psi net pump pressure.

-50% of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

### **PUMP TRANSMISSION**

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By the use of a chain rather than gears, 50% of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

### **PUMPING MODE**

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

### **AIR PUMP SHIFT**

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

### **TRANSMISSION LOCK-UP**

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

### **AUXILIARY COOLING SYSTEM**

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It

will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

### **INTAKE RELIEF VALVE - 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 .

### **PRESSURE CONTROLLER**

A Fire Research Pump Boss Model PBA200 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

### **PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

### **PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

### **PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

### **FOAM SYSTEM PLUMBING**

All piping that is in contact with the foam concentrate or foam/water solution will be stainless steel. The fittings will be stainless steel or brass. Cast iron pump manifolds will be allowed.

### **MAIN PUMP INLETS**

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

### **MAIN PUMP 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.

### **VALVES**

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

### **INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

### **LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

### **FRONT INLET PROVISION**

Provisions for a front inlet will be provided on the right side pump suction manifold. Flange will be capped off for possible addition of front inlet at a later date.

### **INLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

### **TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

### **TANK REFILL**

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

### **DISCHARGE OUTLET CONTROLS**

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built in to the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

### **LEFT SIDE DISCHARGE OUTLETS**

There will be One (1) discharge outlet with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

### **LEFT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

### **RIGHT SIDE DISCHARGE OUTLETS**

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**RIGHT SIDE OUTLET ELBOWS**

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**LARGE DIAMETER DISCHARGE OUTLET**

There will be a 4.00" discharge outlet with a 3.50" Waterous valve installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control at the pump operator's control panel.

An indicator will be provided to show when the valve is in the closed position.

**LARGE DIAMETER OUTLET ELBOWS**

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

**FRONT DISCHARGE OUTLET**

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located in the center bumper tray.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

**REAR DISCHARGE OUTLET**

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

**REAR OUTLET ELBOWS**

The 2.50" discharge outlets, located at the rear of the apparatus, will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 30 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**DISCHARGE CAPS/ INLET PLUGS**

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

### **OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

### **DELUGE RISER**

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 16.7.5.3.

### **TELESCOPIC PIPING**

The deluge riser piping will include an 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

### **MONITOR**

A customer/dealer supplied and installed make and model Dealer to furnish TFT Crossfire Monitor monitor will be properly installed on the deluge riser.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force Tips CrossFire monitor.

### **CROSSLAY HOSE BEDS**

Two (2) crosslays with 1.50" outlets will be provided. Each bed to be capable of carrying 200' of 1.75" double jacketed hose and will be plumbed with 2.00" i.d. pipe and gated with a 2.00" quarter turn ball valve.

Outlets to be equipped with a 1.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay controls will be at the pump operator's panel.

The center crosslay dividers will be fabricated of 0.25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish.

Vertical scuffplates constructed of stainless steel will be provided at the front and rear ends of the bed on each side of vehicle.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

### **2.50" CROSSLAY HOSE BED**

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of 2.50" double jacketed hose and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay control will be at the pump operator's panel.

When used in conjunction with other crosslay/speedlay/deadlay configurations, a center crosslay divider, when needed, will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a brushed finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

### **CROSSLAY HOSE RESTRAINT**

A 2.00" black nylon webbing design restraint will be provided at each of the ends of three (3) crosslay(s) to secure the hose during travel. The webbing assembly is to be attached at the bottom of the crosslays, with footman loops and a permanent attachment, and is to attach at the top outside corners with seat belt buckles. The female end of the seat buckle will be permanently attached at the top corner of the opening. A bar will be attached to the female ends of the seat belt buckles to allow a single pull release. A single orange nylon strap will be attached to the bar for releasing the buckles on the webbing.

### **CROSSLAY COVER**

A bi-fold .19" aluminum treadplate cover will be installed over the crosslay hose beds. It will include a latch at each end of the cover to hold it securely in place, a chrome grab handle at each end for opening and closing the cover and a foam rubber gasket where the cover comes into contact to a painted surface.

**CROSSLAY 8.00" LOWER THAN STANDARD**

The crosslays will be lowered 8.00" from standard.

**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 .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 .1 percent increments from .1 percent to 1 percent. Typical settings of 1 percent, .5 percent and .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) .50 tall LEDs will display the foam percentage in numeric characters. Three (3) indicator LEDs will also be included, one (1) green, one (1) red, and one (1) yellow. The LEDs will indicate various system operation or error states.

The indications will be:

- Solid Green - System On
- Solid Red - Valve Position Error
- Solid Yellow - Priming System
- Flashing Green - Injecting Foam
- Flashing Red - Low Tank Level

- Flashing Yellow - Refilling Tank

The control display will house a microprocessor, which receives input from the systems water flow meter while also monitoring the position of the foam concentrate pump. The microprocessor will compare the values of the water flow versus the position/rate of the foam pump, to ensure the proportion rate is accurate. One (1) check valve will be installed in the plumbing to prevent foam from contaminating the water pump.

### **Hydraulic Drive System**

The foam concentrate pump will be powered by an electric over hydraulic drive system. The hydraulic system and motor will be integrated into one (1) unit.

### **Foam Concentrate Pump**

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic system. The pump will be constructed of brass body; chrome plated stainless steel shaft, with a stainless steel piston. In order to increase longevity of the pump, no aluminum will be present in its construction.

A relief system will be provided which is designed to protect the drive system components and prevent over pressuring the foam concentrate pump

The foam concentrate pump will have minimum capacity for 3 gpm with all types of foam concentrates with a viscosity at or below 6000 cps including protein, fluoroprotein, AFFF, FFFP, or AR-AFFF. The system will deliver only the amount of foam concentrate flow required, without recirculating foam back to the storage tank. Recirculating foam concentrate back to the storage tank can cause agitation and premature foaming of the concentrate, which can result in system failure. The foam concentrate pump will be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

### **External Foam Concentrate Connection**

An external foam pick-up will be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up will be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

### **Panel Mounted External Pick-Up Connection / Valve**

A bronze three (3)-way valve will be provided. The unit will be mounted to the pump panel. The valve unit will function as the foam system tank to pump valve and external suction valve. The external foam pick-up will be one (1) 0.75" male connection GHT (garden hose thread) with a cap.

### **Pick-Up Hose**

A 0.75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 0.75" female swivel GHT (garden hose thread) swivel connector. The hose will be shipped loose.

### **Discharges**

The foam system will be plumbed to the center of front bumper, left rear outlet, front crosslay, center crosslay and rear crosslay.

**System Electrical Load**

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.

**SINGLE FOAM TANK REFILL**

The foam system's proportioning pump will be used to fill the foam tank. This will allow use of the auxiliary foam pick-up to pump the foam from pails or a drum on the ground into the foam tank. A foam shut-off switch will be installed in the fill dome of the tank to shut the system down when the tank is full. The fill operation will be controlled by a mode in the foam system controller. While the proportioner pump is filling the tank, the controller will display a flashing yellow LED to indicate that the tank is filling. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will shut the yellow LED off. If it attempted to use tank fill and the refill valve and suction valve are in the wrong position(s), then a red LED will illuminate to indicate the improper valve position(s). When the valves are positioned properly, then filling will commence.

**FOAM TANK**

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 25 gallons of foam with the intended use of Class A foam. The foam cell will reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

**FOAM TANK DRAIN**

The foam tank drain will be a 1.00" quarter turn drain valve located inside the pump/plumbing compartment.

**PUMP PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

**PUMP AND GAUGE PANEL**

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

**PUMP ACCESS****Right Side Panel**

The right side upper pump panel will be removable.

**Panel Fastener**

The removable panels will be secured with black swell latch .

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

**PUMP COMPARTMENT LIGHT**

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

#### **THROTTLE READY GREEN INDICATOR LIGHT**

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

#### **OK TO PUMP INDICATOR LIGHT**

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

#### **ALUMINUM HEAT ENCLOSURE**

A heat enclosure will be installed, trapping hot air radiated from the engine exhaust system, which will warm the fire pump. The enclosure will consist of an aluminum understructure, with easily removable aluminum panels. Also a covering above the pump will be provided, so warm air cannot escape freely.

#### **ELECTRIC GAUGE HEATER**

A 12v electric gauge heater will be provided for all water carrying gauges.

#### **VACUUM AND PRESSURE GAUGES**

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated ©.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

#### **PRESSURE GAUGES**

The individual "line" pressure gauges for the discharges will be Class 1© interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

### **WATER LEVEL GAUGE**

A Fire Research TankVision Pro model WLA300-A00 water tank indicator gauge will be installed on the pump operators panel. The gauge kit will include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The gauge will show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs will provide for a viewing angle of 180 degrees. The gauge case will be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features will be accessed from the front of the indicator module. The program will support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a data link to connect remote indicators. Low water warnings will include flashing LEDs at 1/4 tank and down chasing LEDs when the tank is almost empty.

The gauge will receive an input signal from an electronic pressure sensor. The sensor will be mounted from the outside of the water tank near the bottom. No probe will be placed on the interior of the tank. Wiring will be weather resistant and have automotive type plug-in connectors.

### **ADDITIONAL WATER LEVEL GAUGE**

There will be two (2) additional Fire Research MaxVision model WLA280-A00 water tank remote indicators provided and installed Each side of cab, behind crew doors, up high. The indicators will show the volume of water in the tank on Ninety six (96) easy to see super bright Tri-color LEDs. The indicator case will be waterproof, manufactured of Polycarbonate material with an integrated lens.

The remote indicator will indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times.

The flash rate will be determined by the main water tank sensor.

It will have the program capability to adjust the brightness level for day time and night time viewing. The LEDs can also be programmed for different colors.

This module will be activated when the parking brake is applied.

### **FOAM LEVEL GAUGE**

An electronic foam level gauge will be provided on the operator's panel that registers foam level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow

- 50 percent = Yellow
- 25 percent = Yellow
- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the foam tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from foam and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The display will be able to be calibrated in the field and will measure head pressure to accurately show the tank level.

### **LIGHT SHIELD**

There will be a polished, 16 gauge stainless steel light shield installed over the pump operators panel. The light shield will be split into two separate pieces to provide illumination of the entire pump operators panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

### **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.

### **Air Horn Location**

The air horns will be located on each side of the bumper, just outside of the frame rails.

### **Air Horn Control**

The air horn(s) will be activated by the following:

- Left side lanyard. The lanyard to be a nylon rope.
- Right side lanyard. The lanyard to be a nylon rope.

### **ELECTRONIC SIREN**

A Whelen, Model: 295SLSC1, electronic siren with a plug-in, detachable noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

Electronic siren head will be recessed in the passenger side inside switch panel.

### **ELECTRONIC SIREN CONTROL**

The electronic siren will be activated by the following:

- Controlled by siren head only
- The steering wheel horn ring with siren/horn selector switch.
- The control to be available when the emergency master switch is on.

### **SPEAKER**

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

### **AUXILIARY MECHANICAL SIREN**

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

### **MECHANICAL SIREN CONTROL**

The mechanical siren will be activated by the following:

- Left side foot switch.
- Right side foot switch.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

**FRONT ZONE UPPER WARNING LIGHTS**

There will be one (1) 72.00" Whelen Freedom IV LED lightbar mounted on the cab roof.

The lightbar will include the following:

- One (1) red flashing LED module in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- Open in the driver's side first front position.
- One (1) red flashing LED module in the driver's side second front position.
- Open in the driver's side third front position.
- One (1) white LED module in the driver's side fourth front position.
- Open in the driver's side fifth front position.
- Open in the driver's side sixth front position.
- Open in the passenger's side sixth front position.
- Open in the passenger's side fifth front position.
- One (1) white flashing LED module in the passenger's side fourth front position.
- Open in the passenger's side third front position.
- One (1) red flashing LED module in the passenger's side second front position.
- Open in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- One (1) red flashing LED module in the passenger's side end position.

There will be clear lenses included on the lightbar.

There will be a switch installed in the cab on the switch panel to control this lightbar.

The two (2) white flashing LED modules will be disabled when the parking brake is applied.

The two (2) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

**TRAFFIC LIGHT CONTROLLER**

There will be a GTT, Model 794\* LED Opticom traffic light controller with national standard high priority remote mounted on the front edge of the cab Center of cab roof, ahead of lightbar.

The Opticom traffic light controller will be activated by a cab switch with emergency master control.

The Opticom traffic light controller will have no momentary activation switch.

The Opticom traffic light controller will be disabled when the parking brake is applied.

**LIGHTS, FRONT ZONE LOWER**

Two (2) Whelen model M6\*C LED flashing warning lights will be installed on the cab face above the headlights, in a common bezel with the directional lights.

The driver's side front warning light to be red.

The passenger's side front warning light to be red.

Both lights will include a clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

### **SIDE ZONE LOWER LIGHTING**

There will be six (6) Whelen®, Model M6\*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side, as close to center above the front wheels as possible. The side middle lights to be red.
- Two (2) lights, one (1) each side, centered above rear wheels. The side rear lights to be red.
- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

### **SIDE WARNING LIGHTS**

There will be one (1) Whelen®, Model M9\*\*, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, front upper body corner DS.

The light(s) to include red LEDs. The warning light lens color(s) to be clear.

These lights will be activated with the side warning switch.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green or red LEDs may be load managed when the parking brake is applied.

### **SIDE WARNING LIGHTS**

There will be one (1) Whelen®, Model M9\*\*, 6.50" high x 10.37" wide x 1.37" deep flashing LED warning light(s) with chrome trim provided, Front upper body PS.

The light(s) to include red LEDs. The warning light lens color(s) to be clear.

These lights will be activated with the side warning switch.

White LEDs will be deactivated when the parking brake is applied.

Amber, blue, green or red LEDs may be load managed when the parking brake is applied.

### **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.

### **WARNING LIGHTS (REAR AND SIDE UPPER ZONES)**

Four (4) Whelen, model M9\*C LED flashing warning lights will be provided at the rear of the apparatus.

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 clear.

There will be a switch located in the cab on the switch panel to control the lights.

### **REAR LIGHT MOUNTING**

The rear warning lights will be mounted on the rear side sheet flange and rear bulkhead of the body as high as possible with all wiring totally enclosed.

### **LIGHT TOWER CAB ROOF REINFORCEMENTS**

Aluminum reinforcements will be installed in the crew cab for the future addition of a Will-Burt Night Scan Powerlite Model NS 3.0 light tower. The base of the Night Scan light will be mounted to the passenger side of the crew cab roof. The reinforcements will be mounted so that the future unit can be centered on the crew cab roof.

### **POWER OUTLET STRIP**

There will be two (2) Fellowes Model FEL99089 receptacle strip(s) with seven (7) 15 amp 120 volt AC straight blade receptacles at 90 degrees with a 12' power cord and surge protective metal housing provided one in each forward facing EMS cabinet. mounted horizontally, high on rear wall.

The strip(s) selected will be powered from the shoreline inlet through a receptacle located adjacent to the strip(s).

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

### **120 VOLT RECEPTACLE**

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior stainless steel wall plate, installed LS1, centered high on back wall. mounted horizontally. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

### **120 VOLT RECEPTACLE**

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior stainless steel wall plate, installed RS3, centered high on back wall. mounted horizontally. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

### **120 VOLT RECEPTACLE**

There will be one (1), 15/20 amp 120 volt AC three (3) wire straight blade duplex receptacle(s) with an interior stainless steel wall plate, installed RS1, centered high on back wall. mounted horizontally. The NEMA configuration for the receptacle(s) will be 5-20R.

The receptacle(s) will be powered from the shoreline inlet.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

### **LOOSE EQUIPMENT**

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

### **NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT**

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.

- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore or combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.
- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

**SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

**DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PAINT PROCESS**

The exterior custom cab and/or body painting procedure will consist of a seven (7) step finishing process. A commercial chassis paint process will follow similar processes as determined by the chassis manufacturer. The following procedure will be used by Pierce:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment

converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.

3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a critical aesthetic finish. The surfacer primer will be a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The surfacer primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The sealer primer is applied prior to the base coat in all areas that have not been previously primed with the surfacer primer. The sealer primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when top coated.
6. Base coat Paint - Two coats of a high performance, two component high solids polyurethane base coat will be applied. The Base coat will be applied to a thickness that will achieve the proper color match. The Base coat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of clear coat will be applied over the base coat color. The clear coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style doors will be clear coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

Our specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a quality finish.

Each batch of base coat color will be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

### **Environmental Impact**

Contractor will meet or exceed all current State regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.

- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes will be disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Pierce will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with the state EPA rules and regulations.

### **PAINT**

The cab and the body will be painted #90 red

### **PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly will be finished with primer and gloss black paint 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 treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails

Components that are included with the chassis frame assembly that will be painted not e-coated are:

- 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

The E-coat process will meet the technical properties shown.

**AXLE HUB PAINT**

All axle hubs will be painted to match lower job color.

**FRONT BUMPER COATING - TOP FLANGE**

Durabak™ coating will be provided on the outside exterior of the top front bumper flange. It will not be applied on the inside of the flange.

The material shall be textured black .

**COMPARTMENT INTERIOR PAINT**

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

**REFLECTIVE STRIPES**

Three (3) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" 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.

The reflective band provided on the cab face will be at the headlight level.

**REAR CHEVRON STRIPING**

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

**CAB DOOR REFLECTIVE STRIPE**

A 6.00" x 16.00" fluorescent yellow green diamond grade 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.

**FIRE APPARATUS PARTS MANUAL**

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly

- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **Service Parts Internet Site**

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

### **CHASSIS SERVICE MANUALS**

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

### **CHASSIS OPERATION MANUAL**

The chassis operation manual will be provided on two (2) USB flash drives.

### **ONE (1) YEAR MATERIAL AND WORKMANSHIP**

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

### **ENGINE WARRANTY**

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

**STEERING GEAR WARRANTY**

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with the bid package.

**FIFTY (50) YEAR STRUCTURAL INTEGRITY**

The Pierce custom chassis frame limited warranty certificate, WA0013, is included with this proposal.

**FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

**REAR AXLE WARRANTY**

A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

**ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY**

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

**CAMERA SYSTEM WARRANTY**

A Pierce fifty four (54) month warranty will be provided for the camera system.

**COMPARTMENT LIGHT WARRANTY**

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

**TRANSMISSION WARRANTY**

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

**TRANSMISSION COOLER WARRANTY**

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

**WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

An AMDOR roll-up door limited warranty will be provided. The roll-up door will be warranted against manufacturing defects for a period of **ten (10) years**. A **five (5) year** limited warranty will be provided on painted roll up doors.

The limited warranty certificate, WA0185, is included with this proposal.

**PUMP WARRANTY**

The Waterous pump will be provided with a Seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be submitted with the bid package (no exception).

**TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**FOAM SYSTEM WARRANTY**

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

**ENGINE INSTALLATION CERTIFICATION**

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

**POWER STEERING CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

**CAB INTEGRITY CERTIFICATION**

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

**Side Impact**

The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

**Frontal Impact**

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

**Additional Frontal Impact**

The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

**Roof Crush**

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

**Additional Roof Crush**

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

**CAB DOOR DURABILITY CERTIFICATION**

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

**WINDSHIELD WIPER DURABILITY CERTIFICATION**

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

**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.

**SEAT BELT ANCHOR STRENGTH**

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

**SEAT MOUNTING STRENGTH**

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

**PERFORMANCE CERTIFICATIONS****Cab Air Conditioning**

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

**Cab Defroster**

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

**Cab Auxiliary Heater**

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

**AMP DRAW REPORT**

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
  - The nameplate rating of the alternator.
  - The alternator rating under the conditions specified per:
    - Applicable NFPA 1901 or 1906 (Current Edition).

- The minimum continuous load of each component that is specified per:
  - Applicable NFPA 1901 or 1906 (Current Edition).
- Additional loads that, when added to the minimum continuous load, determine the total connected load.
- Each individual intermittent load.

All of the above listed items will be provided by the bidder per the applicable NFPA 1901 or 1906 (Current Edition).

**MEMO TO:** Mayor and City Council Members  
**FROM:** Jonathan Greene, City Manager  
**DATE:** September 26, 2023  
**SUBJECT:** Global M3 Mechanical Street Sweeper Purchase

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**Recommendation:**

Approval of the purchase of one Global M3 Mechanical Street Sweeper, from MTECH Company, of Cleveland, Ohio at a cost of \$270,502, with \$149,797 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$120,705 to be funded with Motor Pool funds. If excess funds remain after the final payments are made for previously approved Motor Pool equipment funded by City Local Recovery Funds under the American Rescue Plan Act those remaining funds will be utilized before using Motor Pool funds for the balance of the Street Sweeper purchase.

I recommend approval of the Sewer truck camera replacement. Your consideration and concurrence is appreciated.

JG

## DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager  
**FROM:** Michael Osborn, Director of Public Works  
**DATE:** September 26, 2023

**RECOMMENDATION:** Approve the purchase of one Global M3 Mechanical Street Sweeper, from MTECH Company, of Cleveland, Ohio at a cost of \$270,502, with \$149,797 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$120,705 to be funded with Motor Pool funds. If excess funds remain after the final payments are made for previously approved Motor Pool equipment funded by City Local Recovery Funds under the American Rescue Plan Act those remaining funds will be utilized before using Motor Pool funds for the balance of the Street Sweeper purchase.

### SUMMARY

In August of 2023, the Public Works Department received a quote from MTECH Company through cooperative bidding with Sourcewell for the purchase of a new Global M3 Mechanical Street Sweeper with the trade-in of the existing Motor Pool 2008 Elgin Street Sweeper to aid in offsetting the overall cost.

### BUDGETARY CONSIDERATIONS

The Sourcewell Quote #093021-GEP came in at \$295,502, with a trade-in for the existing 2008 Elgin Street Sweeper reducing the cost by \$25,000, bringing the total purchase cost to \$270,502. This will be funded using \$149,797 from the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$120,705 to be funded with Motor Pool funds. If excess funds remain after the final payments are made for previously approved Motor Pool equipment funded by City Local Recovery Funds under the American Rescue Plan Act those remaining funds will be utilized before using Motor Pool funds for the balance of the Street Sweeper purchase.

### HISTORY, BACKGROUND and DISCUSSION

The use of street sweepers plays a critical role in the Department of Public Works' daily activities for the cleaning and maintenance of the City's streets. The street sweeper allows us to keep the streets, curbs, and gutter pans, clear of dirt and debris eliminating the debris from entering the storm sewer system and keeping the catch basins free of clogging allowing stormwater to drain safely from the streets into the storm sewer system. This is essential to keep the streets free of flooding therefore making them safer for motorists and pedestrians during storm events.

The current Elgin Street Sweeper is over fifteen years old as it was purchased in 2008. This street sweeper has over 5,300 hours of usage and is experiencing mechanical failures daily therefore reducing and/or delaying our ability to keep the streets, curbs, and gutter pans, clean of dirt and debris. During the last two years, we have invested close to \$20,000 in maintenance and repairs to this street sweeper, and since 2008 the cost of maintenance has been well over \$146,000. Failure to purchase a new street sweeper will cause the City to spend unnecessary funds to keep our current street sweeper operational. The purchase of this new Global M3 Mechanical Street Sweeper will replace the antiquated Elgin Street Sweeper, with a trade-in value of \$25,000, which will be used to offset the cost of the new street sweeper.

### POSITIONS

Approve the purchase of one Global M3 Mechanical Street Sweeper, from MTECH Company, of Cleveland, Ohio at a cost of \$270,502, with \$149,797 to be funded by the City Local Recovery Funds under the American Rescue Plan Act and the remaining \$120,705 to be funded with Motor Pool funds.

TP/MO

# QUOTATION: M3 MECHANICAL SWEEPER

DATE: 8/1/2023

CUSTOMER: City of Jackson, MI DPW

Terms: 30 Days Net

DEALER: MTech

FREIGHT: FOB - Cleveland, OH

QUOTE NO.: Sourcewell 093021-GEP

UAO#

## GLOBAL M3 STANDARD EQUIPMENT

High Visibility Cab (Glass Entry Door included)	5.6 cu yd Hopper (Volumetric)
69 dBA In-Cab Noise Level	Hopper Dump Alarm
Dust & Weather Sealed Cab	47" dia Gutter Brooms
Multi-Adjustable Suspension Seat	In-Cab Gutter Broom Pressure Adjustment
Tilt & Telescoping Steering Wheel	Tuf-Grip Disposable Gutter Broom Segments
Tinted Safety Windows & Windshield	32" x 56.5" Tube Type Pickup Broom
Left & Right Dual West Coast Mirrors	58" Wide Squeegee Type Elevator
Windshield Wiper/Washer	Cab Controlled Elevator Leafgate System
Ergonomic Go Pedal	LED Gutter Broom Spotlights
Coolant Temp, Oil Pressure & Voltmeter Gauges	Sealed Beam Headlights
Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lights	Stop/Tail Lights, Clearance Lights
Speedometer, Tachometer & Hourmeter	Two 18 gal Hydraulic Oil Tanks
Fuel Level Gauge	Hydraulic Manifolds in LH Fender
220 gal Polyethylene Water Tank	12.5' Turning Radius with Front Suspension
15' Hydrant Hose with Coupling & Wrench	120 amp Heavy-Duty Alternator
Gutter Broom Water Spray Jets	All Sheet Metal Surfaces Primer Powder Coated
Pickup Broom Water Spray Jets	Sheet Metal Surfaces Powder Coated
Low Water Level Light in Cab	Fender Mounted Tool Box
Front Spray Bar	Isolated Elevator System (Elevator Suspension)
Buddy Seat	Front & Rear Tie Downs with Tow Hooks
Dual Front Tires with Front Suspension	1 Sweeper Service Manual in English
Electrical Systems Locker	1 Sweeper Parts Manual in English
Engine Grid Heater	1 Sweeper Operator Manual in English
Manual Safety Props	Ergo Switch Standard
PM10 High Quality PUB (Pick Up Broom)	Rear View Camera Standard

QTY DESCRIPTION	List Price	CONTRACT PRICE
1 GLOBAL M3 SWEEPER, Cummins Tier 4 Final, 130 HP QSF 3.8L, High Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, Standard ERGO Sweeping Controls, In - Cab Leaf Gate...	\$251,304	\$239,337

### FOB Cleveland, Ohio

\$ 6,500

\*\*\* Powder Coated Paint - White W/ Gray Frame \*\*\*

### AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	List Price	Contract Price	
	K323148	Elevator Flusher	\$1,245	\$1,186	
1	K323150	Elevator & Hopper Flusher	\$1,399	\$1,333	Selected
1	K323466	Elevator Ass'y 2-pc bottom 11 squeegee	\$3,720	\$3,543	Selected
1	K323753	GB Speed Control	\$1,484	\$1,414	Selected
1	K247011	Dual GB Tilt	\$5,700	\$5,428	Selected
	K247013	GB Tilt, Left Single	\$2,850	\$2,714	
	K247012	GB Tilt, Right Single	\$2,850	\$2,714	
1	K247077	Hopper Access Door	\$3,515	\$3,348	Selected
	K310154	Hopper Coating	\$5,973	\$5,688	
	K323495-SS	Stainless Steel Hopper	\$15,358	\$14,626	

Delivery: 120 - 150 days after receipt of order

SIGNATURE:

DATE:

Freight - FOB Cleveland, OH All prices are valid for 30 days.  
Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

5405 Industrial Parkway  
San Bernardino, CA 92407  
Tel: 1 (909) 713-1600  
Fax: 1 (909) 713-1613

www.globalsweeper.com



# QUOTATION: M3 MECHANICAL SWEEPER

DATE: 8/1/2023

CUSTOMER: City of Jackson DPW

Terms: 30 Days Net

DEALER: MTech

FREIGHT: FOB - Cleveland, OH

QUOTE NO.: Sourcewell 093021-GEP

UAO#

## AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	List Price	Contract Price	
1	M3JHE2FS	Comfort Glide Rear Suspension	\$8,514	\$8,109	Selected
1	M3JHE3	Triple Pump Option	\$4,027	\$3,836	Selected
1	K325256	AM/FM Radio w/ CD	\$614	\$585	Selected
1	K901325	Aux Power Plug Adaptor Port	\$373	\$355	Selected
1	K318806	Seat, High Back, Air	\$1,263	\$1,203	Selected
	K247172	Heated & Remote Controlled Mirrors with Heavy Duty Bracket	\$2,048	\$1,951	
1	K324458	L.E.D. Stop/Tail/Clearance/Marker Lights	\$1,023	\$975	Selected
1	K325221	Arrowstick (LED)	\$2,048	\$1,951	Selected
1	K325514	Limb Guard (Cab Beacon/Strobe)	\$324	\$309	Selected
	K302224	Fire Extinguisher	\$341	\$324	
	K324815	Daytime Running Lights	\$256	\$243	
	FBO11122	Additional Front Broom - Joystick Controlled	\$36,123	\$34,403	
1	NPN	Hopper Raise/Lower - Rear Fender Upgrade	\$313	\$298	Selected
	328100	Automatic Safety Props	\$4,526	\$4,310	
1	247724	High Speed Hopper Lift/Dump	\$2,349	\$2,237	Selected
	302193	GB Plate - Bolt On	\$352	\$335	
	329557	PUB - Strip Broom 18 Piece	\$611	\$582	
1	326844	Cab Strobe (LED)	\$611	\$582	Selected
1	247632	Rear Flashing (LED) Strobes (mounted in hyd. Towers)(Qty. 2)	\$611	\$582	Selected
1	324158	Front Flood Lights Dual (LED)	\$532	\$507	Selected
1	316607	Rear Flood Lights Dual (LED)	\$564	\$537	Selected
	248537	Autolube - Full System M3	\$7,438	\$7,084	
1	329822	Remote Grease Block - 9 positions	\$1,879	\$1,790	Selected
1	316609	In-Cab Water Tank Gauge	\$549	\$523	Selected
1	326517	Battery Master Shutoff	\$329	\$314	Selected
	322420	Microtrap (PM-10 Option)	\$1,879	\$1,790	
	311700	Dual Spring PUB Suspension	\$462	\$440	
	329645	Elevator Stall Alarm	\$783	\$746	
	324677	Reverse Sweep/Lift Option	\$939	\$895	
1	326566	Additional Rear Dock Bumpers	\$392	\$373	Selected
1	320886	Extended Dock Bumpers (Qty. 2)	\$549	\$523	Selected
	329514	Spare Wheel/Tire - Front M3	\$1,551	\$1,477	
	329515	Spare Wheel/Tire - Rear M3	\$1,879	\$1,790	
	319802/3	GB Hour Meter - Dual (Qty. 2)	\$274	\$261	
	319773	PUB Hour Meter	\$274	\$261	
1	324818	Hopper Emergency Lift w/Pump	\$1,409	\$1,342	Selected
	329125	Hopper Vibrator	\$1,409	\$1,342	
	329516	Complete Set of Filters M3	\$783	\$746	
1	323410	Precleaner, Centri Model EX-40	\$438	\$418	Selected
1	NPN	Hopper Load Leveling Device	\$4,572	\$4,354	Selected
1	NPN	Low Hydraulic Oil Shutdown	\$935	\$890	Selected
1	NPN	Additional Camera and Monitor - LeafGate System	\$1,353	\$1,289	Selected
1	NPN	Global M3 Self Diagnostics S+H	\$7,560	\$7,200	
1	330133	LED Headlights Upgrade	\$756	\$720	Selected
1	NPN	360 Degree Camera System	\$3,896	\$3,710	

**TOTAL CONTRACT PRICE: \$295,502**

Delivery: 120 - 150 days after receipt of order

Trade in 2018 Pelican 25,000 270,502

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Freight - Cleveland, OH All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

5405 Industrial Parkway  
San Bernardino, CA 92407  
Tel : 1 (909) 713-1600  
Fax : 1 (909) 713-1613

www.globalsweeper.com





# **GLOBAL M3**

## **THE GLOBAL M3 3-WHEEL SWEEPER SETS THE STANDARD**

- ▶ *12.5' Turning Radius*
- ▶ *Cab-Over Design with Unmatched Visibility*
- ▶ *Large 47" Gutterbrooms designed to clean the curb*
- ▶ *High-Performance Sweeping Package*
- ▶ *Unmatched Access to Engine and Sweeping Components*
- ▶ *Front and Rear Suspension*
- ▶ *Largest in its' class; 5.6 Cubic Yard Hopper with Access Door*
- ▶ *Lots of Power with Excellent Fuel Efficiency*

# GLOBAL M3

## THE ULTIMATE IN PERFORMANCE & AGILITY

From the modern, comfortable and well appointed operator's cab, to the toughest and most rugged mechanical sweeping system ever built, the **Global M3** is designed to take on the worst of the worst sweeping conditions. **Global M3** will outperform the competition in daily sweeping conditions such as light sweeping and leaf pick up.

With a Standard Heavy Duty Sweeping Package, **Global M3** will sweep sand, gravel up to **3-Tons per Minute**. The sweeping speed of 3-9 mph allows for a very efficient operation. The compact design, provides exceptional maneuverability (**12.5' Turning Radius**), is perfect for any cul-de-sac, and superb visibility makes this a perfect choice for any municipal governmental agency that is looking for a street sweeper that can simply fit anywhere.

### Global M3 Standard Equipment

- Air Conditioned and Pressurized Cab
- In-Cab Gutterbroom Pressure Adjustment
- Front Chalmers Suspension
- Rearview Camera and LCD Monitor
- Leaf Gate System
- Heavy-Duty Sweep Package

### Global M3 Options

- All-Wheel Suspension
- 100% Stainless Steel Hopper
- In-Cab Gutterbroom Tilt
- In-Cab Gutterbroom Speed Control
- AM/FM/CD Stereo with AUX/USB Port and BlueTooth
- Air-Ride Seat
- Elevator and Hopper Flusher
- Automatic Greasing System
- (SCAQMD) PM-10 Water System



## 3-Wheel SWEEPER THAT SETS THE STANDARD



The inherent design of the **Global M3** makes it the logical choice among 3-wheel mechanical sweepers. With the center mounted/cab forward layout, the operator has unsurpassed visibility of the road surface as well as pedestrians and automotive traffic. The industry leading hopper size provides more lane miles swept between dump cycles and 12.5-foot turning radius makes the **Global M3** highly-efficient and comfortable to operate.

**LONG LASTING DIRT SHOES** Polyurethane Dirt Shoes are designed so that operator can sweep over potholes and rail road tracks and will not damage while sweeping. **Long Life of 1000 hours is guaranteed.**



**DUST SUPPRESSION SYSTEM** • **Global M3** includes **230-Gallon Water Tank Capacity** combined with Two(2) Diaphragm Water pumps and Two(2) Modes (LOW/HIGH) provide versatility and superb dust control.



**HEAVY SWEEP PACKAGE** Elevator Type: 11 Flight squeegee with replaceable corded rubber tips; Continuous molded rubber belts and a Direct drive Hydraulic Motor; Optional **ELEVATOR WASH-OUT** System significantly reduces end of day cleaning for the operator.

**LARGEST HOPPER IN IT'S CLASS** The **Global M3** includes a **5.6 cu/yd hopper capacity** compared to 3.5 cu/yd for competitive machines resulting in more curb miles swept between dump cycles. With near Full Useable Capacity, 12,000 Lift Capacity, and the Optional Hopper Wash Out System. **Global M3 is Affordable, Reliable and Innovative.**

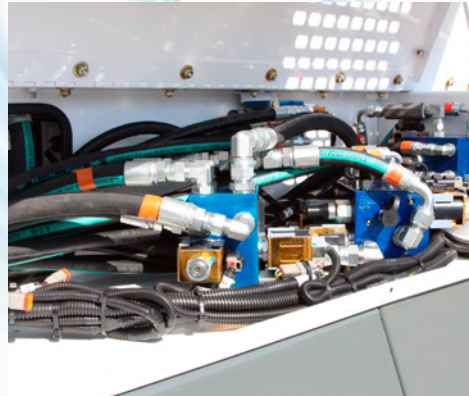
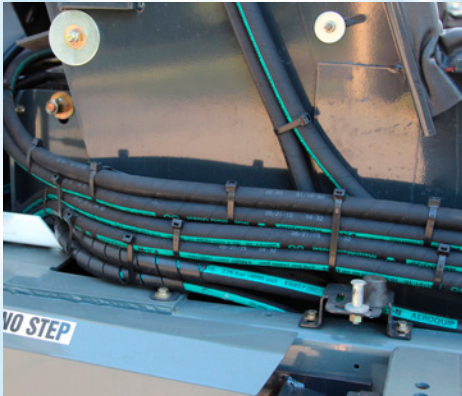
# GLOBAL M3

## 3-Wheel SWEEPER THAT SETS THE STANDARD



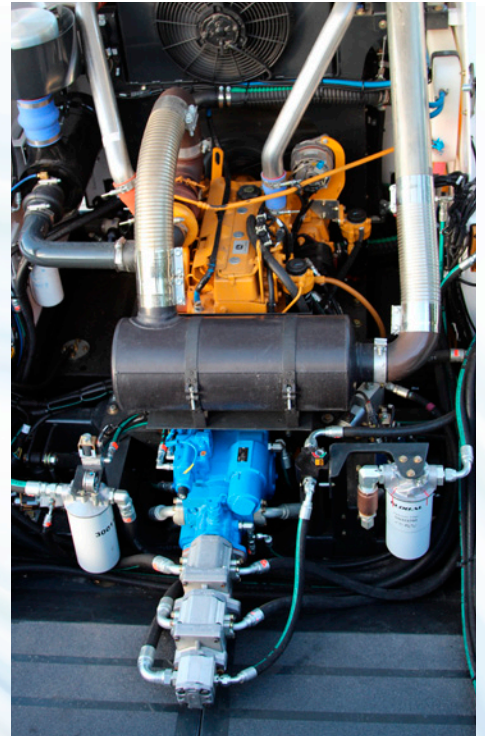
**SIMPLY MAINTAINABLE** The **Global M3** is designed to make routine maintenance easy, so your sweeper spends more time on the street and less time in the garage. Two swing-out center body panels provide unrestricted access to elevator adjustment, maintenance and daily cleaning.

**IT'S ALL IN THE OPEN** Hydraulic Hoses are NOT hidden in the frame of the sweeper, while all Manifolds and Filters are located in a central location.



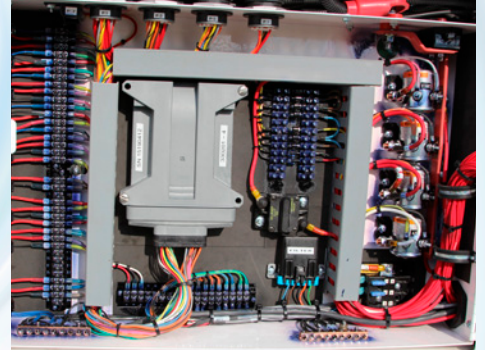
### THREE POWERFUL BROOMS

Optional Front Articulating brush allows for extra reach to shoulders and center islands. Via In-cab joystick, the articulating front brush can be positioned on left or right side allowing for sweeping on right or left without changing seating positions.



### MOST POWERFUL ENGINE IN ITS' CLASS

The **Global M3** Engine is a fuel-efficient Tier 4 Final 4-cylinder, turbocharged 115-130 horsepower diesel engine, largest in its class, delivering outstanding performance and reliability and fuel efficiency.



**EASY TROUBLESHOOTING** A centralized, weatherproof systems locker fully protects electrical components from the elements while it allows maintenance staff easy accessibility for inspection and troubleshooting.

The **Global M3** features many maintenance-friendly attributes, such as a rear swing-out radiator, easy access front mounted AC condenser, brake and windshield washer fluid reservoirs, and cab fresh-air filter.





# GLOBAL M3



**Global Environmental Products Inc.** offers equipment with uncompromising performance, consistent quality, durability and reliability. Our comprehensive range of machines provide the right cleaning equipment for your application. Please contact us for a demonstration at (909) 713-1600.

- ▶ Reliable / Durable Equipment
- ▶ Innovative Engineering / Design
- ▶ Industry Leading Reputation
- ▶ Dedicated Customer Service
- ▶ Outstanding Sales Professionals
- ▶ Fast Parts and Service
- ▶ National Dealer Network

[www.Globalsweeper.com](http://www.Globalsweeper.com)

MADE IN THE USA 

Sold and Serviced by:




Call: 1-800-362-0240  
Email: sales@mtechcompany.com

Scan using your phone's camera

**ISO**  
9001:2015  
CERTIFIED

**Global Environmental Products**  
5405 Industrial Parkway  
San Bernardino, CA 92407 USA  
909-713-1600  
[info@globalsweeper.com](mailto:info@globalsweeper.com)





**Proposal Evaluation**  
**Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies RFP #093021**

Possible Points		Aebi Schmidt North America dba M-B Companies, Inc.	Aries Industries, Inc.	Bonnell Industries Inc	Bucher Municipal North America	Curbtender, Inc.	Cyclone Technology LLC	DuCo, LLC (Schwarze Industries, Inc.)	Elgin Sweeper Co. (Division of Federal Signal Corp.)
Conformance to RFP Requirements	50	43	-	43	43	42	39	44	41
Pricing	400	333	-	323	330	336	279	331	330
Financial Viability and Marketplace Success	75	63	-	62	64	60	62	66	61
Ability to Sell and Deliver Service	100	76	-	78	81	82	71	87	82
Marketing Plan	50	42	-	43	38	43	36	43	39
Value Added Attributes	75	67	-	62	65	59	53	66	61
Warranty	50	41	-	40	44	45	41	42	42
Depth and Breadth of Offered Equipment, Products, or Services	200	156	-	139	161	157	146	175	167
<b>Total Points</b>	<b>1,000</b>	<b>821</b>	<b>0</b>	<b>790</b>	<b>826</b>	<b>824</b>	<b>727</b>	<b>854</b>	<b>823</b>
<b>Rank Order</b>		<b>8</b>	<b>22</b>	<b>10.5</b>	<b>4</b>	<b>5</b>	<b>16.5</b>	<b>2</b>	<b>6.5</b>

Possible Points		Exprolink Inc.	FAYAT Environmental Solutions Americas (RAVO Holding BV)	Global Environmental Products, Inc	Gradall Industries, Inc.	Holms, Inc.	Hughes Ventures, Inc.	Nescon LLC	Nifisk, Inc.
Conformance to RFP Requirements	50	45	43	39	41	35	35	39	39
Pricing	400	350	331	334	315	240	259	300	301
Financial Viability and Marketplace Success	75	66	65	63	64	51	49	52	57
Ability to Sell and Deliver Service	100	87	82	84	85	65	56	68	65
Marketing Plan	50	45	42	39	37	28	32	36	34
Value Added Attributes	75	62	67	63	59	47	50	61	58
Warranty	50	42	44	41	42	42	38	40	42
Depth and Breadth of Offered Equipment, Products, or Services	200	164	149	168	147	126	129	131	126
<b>Total Points</b>	<b>1,000</b>	<b>861</b>	<b>823</b>	<b>831</b>	<b>790</b>	<b>634</b>	<b>648</b>	<b>727</b>	<b>722</b>
<b>Rank Order</b>		<b>1</b>	<b>6.5</b>	<b>3</b>	<b>10.5</b>	<b>21</b>	<b>20</b>	<b>16.5</b>	<b>18</b>

Possible Points		ODRA, LLC (Challenger Manufactureing, Ltd.)	ROOTS MULTICLEAN INC. VICTORY SWEEPERS DIVISION	Stapp Manufacturing Company Inc	Triverus LLC	Trombia Technologies	TYMCO, Inc.
Conformance to RFP Requirements	50	43	39	35	41	40	38
Pricing	400	320	321	323	254	312	297
Financial Viability and Marketplace Success	75	64	55	58	54	58	55
Ability to Sell and Deliver Service	100	83	61	75	60	69	70
Marketing Plan	50	41	35	38	36	41	34
Value Added Attributes	75	59	56	49	62	62	63
Warranty	50	44	38	38	40	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200	139	161	113	126	138	161
<b>Total Points</b>	<b>1,000</b>	<b>793</b>	<b>766</b>	<b>729</b>	<b>673</b>	<b>761</b>	<b>758</b>
<b>Rank Order</b>		<b>9</b>	<b>12</b>	<b>15</b>	<b>19</b>	<b>13</b>	<b>14</b>

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 Kim Austin, MBA, CPPB, Procurement Lead Analyst

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 Bill Davison, CPPO, NIGP-CP, Procurement Analyst

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 Brandon Town, CPSM, CPSD, Procurement Analyst

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 Michael Muñoz, CPPB, Procurement Analyst



## Proposal Opening Record

Date of opening: September 30, 2021

Sourcewell posted Request for Proposal #093021, for the procurement of Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Thursday, August 12, 2021, and the solicitation remained in an open status within the portal until September 30, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 30, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #093021 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aebi Schmidt North America dba M-B Companies, Inc. - Submitted 9/30/21 at 6:42:20 AM  
Aries Industries, Inc. - Submitted 9/30/21 at 2:57:38 PM  
Bonnell Industries, Inc. - Submitted 9/29/21 at 7:36:40 AM  
Bucher Municipal North America - Submitted 9/30/21 at 12:08:23 PM  
Curbtender, Inc. - Submitted 9/30/21 at 4:16:45 PM  
Cyclone Technology, LLC - Submitted 9/30/21 at 4:02:00 PM  
DuCo, LLC (Schwarze Industries, Inc.) - Submitted 9/22/21 at 9:28:53 AM  
Elgin Sweeper, Co. (Division of Federal Signal Corp.) - Submitted 9/29/21 at 4:49:19 PM  
Exprolink, Inc. - Submitted 9/28/21 at 10:06:52 AM  
FAYAT Environmental Solutions Americas (RAVO Holding BV) - Submitted 9/30/21 at 11:47:19 AM  
Global Environmental Products, Inc. - Submitted 9/27/21 at 8:10:32 AM  
Gradall Industries, Inc. - Submitted 9/29/21 at 2:35:14 PM  
Holms, Inc. - Submitted 9/28/21 at 9:32:34 PM  
Hughes Ventures, Inc. - Submitted 9/30/21 at 12:18:40 PM  
Nescon, LLC - Submitted 9/30/21 at 2:23:55 PM  
Nilfisk, Inc. - Submitted 9/29/21 at 3:24:21 PM  
ODRA, LLC (Challenger Manufacturing, Ltd.) - Submitted 9/29/21 at 2:50:05 PM  
ROOTS MULTICLEAN INC. VICTORY SWEEPERS DIVISION - Submitted 9/30/21 at 11:56:20 AM  
Stepp Manufacturing Company, Inc. - Submitted 9/02/21 at 11:04:50 AM  
Triverus, LLC - Submitted 9/29/21 at 2:42:09 PM  
Trombia Technologies - Submitted 9/30/21 at 4:25:28 PM  
TYMCO, Inc. - Submitted 9/29/21 at 8:33:52 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on September 30, 2021, at 4:36:08 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

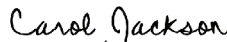
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Chris Robinson, CPSM, Procurement Manager

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Carol Jackson, Procurement Analyst

**Solicitation Number: RFP #093021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Environmental Products, Inc., 5405 Industrial Parkway, San Bernardino, CA 92407 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Global Environmental Products, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2021 | 11:25 AM CST

DocuSigned by:  
*Chad Bormann*  
By: 312C4683C5E642F...  
Chad Bormann  
Title: Vice President/Director of Sales  
Date: 11/15/2021 | 11:07 AM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/15/2021 | 1:55 PM CST

# RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

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## Vendor Details

Company Name: Global Environmental Products, Inc  
5405 Industrial Parkway  
Address: San Bernardino , CA 92407  
Contact: Chad Bormann  
Email: cbormann@globalsweeper.com  
Phone: 850-377-4926  
Fax: 909-713-1613  
HST#: 45-0647559

## Submission Details

Created On: Tuesday September 21, 2021 12:35:15  
Submitted On: Monday September 27, 2021 08:10:32  
Submitted By: Chad Bormann  
Email: cbormann@globalsweeper.com  
Transaction #: cfad1fe7-906a-4e28-8239-922e71271eca  
Submitter's IP Address: 75.162.79.141

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Global Environmental Products, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Karcher Municipal GmbH Holder Tractors Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Global Sweeping Solutions, Inc
4	Proposer Physical Address:	5405 Industrial Parkway San Bernardino, CA 92407
5	Proposer website address (or addresses):	www.globalsweeper.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Bormann Vice President/ Director of Sales 5405 Industrial Parkway, San Bernardino, CA 92407 cbormann@globalsweeper.com Office: 909-713-1600 Mobile: 850-377-4926
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Naomi Thompson Operations Manager 5405 Industrial Parkway San Bernardino, CA 92407 nthompson@globalsweeper.com Office: 909-713-1601 Mobile: 909-631-8855

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Global Environmental Products, Inc. was founded in April of 2011 in San Bernardino, CA. We are the leading manufacturer of Purpose built street sweepers, offering the worlds only Diesel Electric Hybrid Sweeper, Zero Emission Fuel Cell Sweeper as well as Class 6 and Class 7 Fully Electric Sweepers. Global participates in all markets of the sweeper business offering Purpose built and Commercial truck mounted mechanical, regenerative air and vacuum sweepers. The origins of the company date back to 1947, originally the Wayne Sweeper Company based in Pomona, CA.</p> <p>Global employees approximately 80 individuals, with many key employees having 25 plus years of experience with the sweepers produced. Global finished 2020 with an \$46M in sales.</p> <p>Our core values include designing and producing street sweepers for all markets, that are reliable, affordable and innovative. We focus heavily on the future and cutting edge "Green" Technologies such as fully Electric Plug In, Diesel Electric Hybrid and Hydrogen Fuel Cells street sweepers that will reduce the "Carbon Footprint" and reduce emissions of our customers. We pursue excellence through dedication to the products and services we provide and support, through our employees and their skills and knowledge, and the relationships we uphold with our dealers and customers.</p>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, we will work with Sourcewell for continued support and assistance through education of our Dealer Network and Global sales team. Attendance of Sourcewell Universities will be strongly encouraged to our Dealers and sales personnel. We will continue to grow our annual sales through utilization of the Sourcewell Contract, as we have done each year since 2017. We will represent both our company and Sourcewell with the highest of standards, and will market and promote all to our best abilities.</p> <p>We expect a very active 2022 and moving forward as Governmental purchasing recovers from the Covid 19 pandemic. To begin, we anticipate an estimated \$1.6M order from Washington DC for 3 electric sweepers, utilizing the Sourcewell contract.</p> <p>In addition, Global is increasing our product offering this term through partnership to address the "compact" sweeper market. Said product offering will be serviced and supported by Global and our Dealer Network. This partnership will increase the scale our target market and will utilize the benefits provided by/ through Sourcewell.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached folder under the financial strength and stability folder. Folder contains 2020 Profit and Loss Statement, Citizens Bank, Tab Bank referral letter, Dun and Bradstreet standing
12	What is your US market share for the solutions that you are proposing?	With Global Sweepers holding steady at roughly 200 street sweepers produced and sold annually, our estimated market share in the United States is approximately 15%, based on municipal populations of 10,000 and greater.
13	What is your Canadian market share for the solutions that you are proposing?	Global estimates a 5-7% market share throughout Canada, reflecting a stronger presence in Western Canada, primarily in the Provinces of BC, AB, and SK. With new representation in ON and the Atlantic Maritimes, primarily focusing on electric equipment, we project slow but steady growth throughout ON and QC over the next 5 years.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Global Environmental Products, Inc. is a street sweeper manufacturer. Global works with a dealer network consisting of 32 dealers that cover the entire United States and Canada.</p> <p>All sales representatives are employees of a third party, aside from Global's 5 Regional Sales Managers.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Global retains a Vehicle Manufacturer's License issued by the State of California DMV, as we manufacture our own purpose built chassis. Global retains a Vehicle Dealer License issued by the State of California DMV, as we handle direct sales to California Department of Transportation and New York Sanitation. All other licenses are held by our local dealers throughout North America. Global Environmental Products, Inc is an ISO 9001:2015 Certified Manufacturer. NOTE: All licenses, certificates attached in Misc. Folder
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Global is leading all sweeper manufacturers worldwide with our EV Technology at a Class 7 Level.  DSNY - The City of New York Dept. of Sanitation: <a href="https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper">https://www1.nyc.gov/assets/dsny/site/resources/press-releases/clean-streets-clean-air-new-york-city-department-of-sanitation-unveils-first-of-its-kind-all-electric-street-sweeper</a>
19	What percentage of your sales are to the governmental sector in the past three years	95% +
20	What percentage of your sales are to the education sector in the past three years	1%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell - 2018-21 YTD Reported: \$5,110,466.00 Sourcewell - Orders in in 2021 - not yet reported for Q3: \$1.6M (City of Denver - M4EV, Colorado DOT - 2 X M4EV)  HGAC - 2018-21 YTD Reported: \$969,566.00
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - \$391,577.00

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, CA	Mark Stevens	916-808-5869
City of Hanford, CA	Tommy Bettencourt	559-585-2554
City of Fort Collins, CO	Jake Rector - Senior Buyer	970-221-6776

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Sacramento	Government	California - CA	Supply Regenerative Air Sweepers	\$309,500	\$1,547,500
NYDS	Government	New York - NY	Supply Sweepers and Parts	Multiple	\$49,604,995
Colorado DOT	Government	Colorado - CO	Supply Electric Sweepers	\$550,000	\$1.2M
INDOT	Government	Indiana - IN	Supply Mechanical Sweepers	\$300,000 X 8	\$2.4M
California DOT	Government	California - CA	Parts, Equipment, Service	Multiple	\$3.162M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
26	Dealer network or other distribution methods.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide
27	Service force.	Please see all supporting documentation in "Marketing" Section in folder labeled Sales and Service Nationwide

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Global will utilize a Business- Government order process.</p> <ol style="list-style-type: none"> <li>1. Customer will communicate with Global Environmental Products, Inc OR their local Dealer regarding Sourcewell Contract Purchasing</li> <li>2. If the customer is already a Sourcewell member, Global or the local Dealer will proceed       <ol style="list-style-type: none"> <li>a. If the customer is not already a member, we will assist the agency with becoming a member</li> </ol> </li> <li>3. The local Dealer will assist with specifications and pricing, with exception to Global Direct accounts such as New York, Caltrans, etc., in which case Global will assist with providing this information</li> <li>4. Final quotation will be generated and submitted to the Local Public Agency, including freight to the end user</li> <li>5. The end user accepts the quotation and moves forward with issuing a Purchase Order to either their Local Dealer or directly to Global Environmental Products, Inc</li> <li>6. If Purchase order was received by the local Dealer, they in turn issue a Purchase order to Global Environmental Products, Inc.</li> <li>7. Machine will be built and delivered to end user.</li> <li>8. If Dealer receives PO, they will submit a copy of their Dealer to End User invoice to Global Environmental Products, Inc.</li> <li>9. Global adds the purchase to their quarterly report. Global makes all quarterly report payments to Sourcewell regardless of if the PO was received by the local Dealer or by Global Environmental Products, Inc.</li> </ol>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Please see attached "Distributor Policies and Procedures" Booklet, attached within our "Warranty" folder:</p> <p>GEP views excellent customer service as a most critical component of the manufacturer/dealer/customer relationship. GEP believes strongly that a good product will sell itself the first time, but excellent customer service is what leads to repeat business and growth.</p> <p>Upon the initial sale of a Global street sweeper we thank the customer for the opportunity to meet their street cleaning needs. Part of that opportunity is the ability at that point to prove that our customer service is second to none. The primary contacts for customer service are our partners on the dealership level. The five (5) Regional Sales Managers (RSM) at GEP work closely on a continuous basis to educate our dealers on all aspects of Global street sweepers. This training is done at national meetings, regional meeting and through personal visits that occur throughout the year, on site at our dealers locations.</p> <p>The GEP RSMs assist dealers with demonstrating equipment to the customer, listening to the customer's needs and assisting with specification review to ensure the customer is buying the proper equipment to best suit the applications. From there the RSMs work to build budget numbers if necessary or a formal quote and walk them through the procurement process.</p> <p>All dealers are required to have their service technicians factory trained with at the GEP factory or at the dealership by a Global factory service technician. Prior to delivery of a GEP street sweeper, dealers go through an extensive Pre Delivery Inspection process that is an integral part of that training.</p> <p>Putting a Global street sweeper in service with the customer involves a full day of mechanics training and a full day of operator training. These training sessions include, but are not limited to:</p> <ul style="list-style-type: none"> <li>* Pre trip inspection of sweeper</li> <li>* Daily maintenance and adjustments</li> <li>* Weekly maintenance and adjustments</li> <li>* Review of common wear items and schedule of replacement</li> <li>* Review of Preventative Maintenance work and schedule of recommended PMs</li> <li>* Safety procedures for performing work on the sweeper</li> <li>* Safety procedures for operating the street sweepers</li> <li>* Walk around and review of function of all standard and optional features on sweeper</li> <li>* Best sweeping practices</li> <li>* In cab adjustments to ensure optimal sweeping in varying conditions</li> <li>* Debris dumping procedures</li> <li>* Sweeper cleaning</li> <li>* Daily greasing</li> </ul> <p>As often times customer's personnel change over, GEP offers additional training throughout the ownership of the sweeper, free of charge.</p> <p>All GEP dealers are required to stock a recommended quantity and appropriate selection of parts to service the sweepers in their respective territories. GEP offers yearly service schools, organized through our local dealer dealer network, to continue to educate our customer's service technicians. GEP and the dealer offer parts at a discounted price to incentives customers to attend these service schools helping to ensure that they not only have the knowledge to keep their machines running properly, but the components needed.</p> <p>GEP has parts repositories at the factory in California and at the GEP service center in the Bronx, NY. This inventory of spare parts designed to back up the dealer networks stock of parts averages \$9M/month.</p> <p>GEP has East coast and West coast Service Technicians available by phone to support the dealer network, or if necessary, the customer directly from 7:00am EST through 6:00pm PST.</p> <p>If an in-person service response is required to repair a customer's sweeper, the goal of every GEP dealer is 24 - 36 hours for both technician and required components to be on site for repair. In rare instances where a customer's sweeper may be in operable for an extended period of time, GEP will work with the local dealer to assist procuring a comparable GEP loaner while repairs are being made. Between dealer demo units, dealer rental units and GEP factory demo units, there are on average 50 units across North America to draw upon.</p>

30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract.  In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network.  Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Global will fully serve all of North America, including the USA, Mexico, and Canada, with the assistance of our Dealer Network through this proposed contract.  In addition to designing, engineering and manufacturing the most innovative, reliable and affordable street sweepers in North America, GEP sells, services and supports these products directly to house accounts or through our extensive dealer network.  Through extensive training in sales and service, our dealer network is strategically located and well positioned to make available to any and all Sourcewell participating entities in the United States and Canada the products and services that GEP proudly has to offer. This includes our not only our street sweepers and the components and parts required to maintain them, but extensive training and education in the procurement of those products and ongoing operator and service training.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Detailed marketing plan uploaded for your review. Brochures for products in standalone folder within the same attachment	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Also detailed in attached marketing plan  Sourcewell page on <a href="http://www.globalsweeper.com">www.globalsweeper.com</a> : <a href="https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract">https://globalsweeper.com/about-us/purchasing-contracts/sourcewell-purchasing-contract</a>	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role will be continued education, to provide marketing and collateral materials when requested - such as hard copy brochures, digital of said materials, assistance when needed through calls and web meetings for legal assistance and other benefits offered through this program that answer questions that our customers may have.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not at this time	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Global offers full sales, product comparison, product delivery, startup, and service follow up training as a standard feature/ benefit for our products to our customers. We offer scheduled regional service schools for all customers as well as an "open door" policy at our factory in San Bernardino, CA. No cost applies for training or schools. Our service and parts managers of over 30+ years experience with our products perform the training.
40	Describe any technological advances that your proposed products or services offer.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer.  Global meets Buy American Requirements
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PM-10 Certification through SCAQMD  Cummins CNG engine certification for use in Global sweepers
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Global meets Buy American Requirements with our purpose built equipment.  Global is leading the industry with our EV/ Fuel Cell sweepers and technology at a Class 7 level. Benefits are reduced fuel consumption, reduction in carbon footprint and Greenhouse Gas Emissions. We manufacture the world's only Class 7 full EV sweeper, as well has hydrogen fuel cell and diesel/ electric hybrid. Global manufactures the only 3-wheeled regenerative air sweeper that provides the customer with regen air performance in a package that utilizes a 12.5' turning radius. Global's purpose built design offers "one stop shop" service to our end users as our sweepers are built with a single engine and the chassis is built in house by Global. Benefits experienced through this today include quick delivery as we are not at the mercy of a third party chassis manufacturer. We are offering one of the largest ranges of product in comparison to other sweeper manufacturers which provide solutions to Sourcewell Member's applications and needs.

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in Manufacturer Warranty Statements as attached
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty is subject to 1 year/ 1200 hours, whichever comes first as described in Manufacturer Warrant Statements. Extended warranties for parts and/ or labor are available for a variety of terms and hours.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover the expense of technicians mileage to perform warranty repairs but not time of travel. All described in our attached Distributor Policies and Procedures booklet.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.
50	What are your proposed exchange and return programs and policies?	Our dealer network accepts trade-ins for new equipment. Value can be discussed with a member and their local dealer/ Global rep. With warranty provided combined with a member's ability to see a piece of equipment operate in their area, the need for returning or exchanging a product does not typically apply.
51	Describe any service contract options for the items included in your proposal.	Our dealer network offers tailored "service contracts" as a purchased item as required by the Sourcewell Member.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30  Accepted Payment Methods: Check, ACH, Wire Transfer, Credit Card
53	Describe any leasing or financing options available for use by educational or governmental entities.	A variety of leasing programs are available and typically offered by the Sourcewell Members local dealer. This includes standard leases as well as leases with different purchase options at the end of the term such as a Fair Market Value Lease. Rates and Terms can vary and be tailored to the members needs and based on their application. Global and our Dealer Network are very involved with National Cooperative Leasing and our rep - Jake Ost.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Examples provided in attachment: Quotation Form - Including terms, etc. Warranty Registration Form Order Confirmation Form
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Not at this time.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Global Environmental Products, Inc is offering percentage discounts from our List prices. For all equipment in this RFP, the discount equates to 5% off list price. Sourcewell's discount is visible and labeled as "Contract Price" in a column on each price sheet next to "List Price". Each model offered is represented on its own - stand alone price sheet. Price sheets note that freight is in addition - FOB: Factory location. In all cases, we shop for the best, most competitive freight offered at the time the machine is ready to ship. Freight price will never exceed what is quoted at the time the quotation is offered to the Sourcewell Member. For this proposal, we have also added a third column that reflects Canadian pricing. Labeled "CAD Contract Price", it reflects a conversion rate of \$1.35 : \$1, and at time of quotation, can be adjusted to the current exchange rate at that time, staying below published ceiling pricing.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all Global equipment utilized by Sourcewell and its members, the discount is 5% from current list price.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts may apply when a large quantity of machines is being purchased at one time. Discount will be discussed on a case by case occurrence.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Items such as Truck chassis utilized in production of the V6 Sweeper model will be passed through at cost.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight to the Sourcewell Member is not included in this proposal. The local Dealer will provide a freight charge to the Sourcewell Member on each quotation.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	At the time the quotation is provided to the customer, a freight charge will be included and visible, based upon the estimate provided by the shipping broker at that time. This will be gathered by our local Global Dealer that covers/ supports AK, HI, and Canada. This price will include fees from customs broker, cargo freight, freight to and from the local port, etc. The cost of freight will never exceed the estimate, and if prices increase above what is provided in the quotation, Global will absorb the difference.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotations are reviewed by the Global Sourcewell rep before being submitted to the Dealer or Sourcewell Member. At the end of each quarter, a spreadsheet for each unit shipped and invoiced by Global for that quarter is sent to the Global Sourcewell representative for review. Each shipment is gone through item by item with the local dealer that the sweeper was sold to. All Sourcewell deals are identified and PO and sale price to the end user are gathered by the Global Sourcewell rep. This paperwork along with the equipment warranty registration document collected from the dealer is used as an accounting tool and in our audit process. Global provides training sessions to our dealers to educate them on proper use and promotion of Sourcewell.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Global manages unit sales of an estimated 150 machines sold annually by our dealer network. This number is easily managed and the number of units sold through the Sourcewell contract very visible for tracking success with the contract. The trend of our current contract continues to grow and increase annually.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Global is proposing a 1.5% administrative fee to be paid to Sourcewell when reporting sales for each quarter.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Global Environmental Products, Inc produces and distributes mechanical, regenerative air, vacuum, and compact sweepers. Global has developed and is producing EV, Hybrid, and Hydrogen Fuel Cell street sweepers. With the exception of a few house accounts, we sell through our dealer network throughout North America. We provide the sales support, service, and spare parts for all products offered.  Please see all attached located in "Misc Documents" Folder within Additional Uploaded Documents
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	<ol style="list-style-type: none"> <li>1. Purpose Built Chassis</li> <li>2. Single Engine</li> <li>3. Diesel/ Combustion Engine Models - V6, M3, M4, M4HSD, R3 Air, R4 Air, Holder x45i, S Series, C70 Series, MC130, MC250, MCM600</li> <li>4. Electric Vehicle Models - M3EV, M4EV, R3Air EV, R4Air EV</li> <li>5. Diesel/ Electric Hybrid Models - M3 Diesel Electric Hybrid, M4 Diesel Electric Hybrid</li> <li>6. Hydrogen Fuel Cell Models - M4 ZE - Hydrogen Fuel Cell</li> <li>7. Compact Sweepers Models - Holder x45i, C70, S Series, MC130, MC250</li> </ol>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All equipment offered falls in this category
71	Runway sweeping and cleaning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
72	Litter, trash, and debris vacuums	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Global Sourcwell Pricelists PDF - 2022.zip - Wednesday September 22, 2021 13:18:41
  - [Financial Strength and Stability](#) - Financials.zip - Thursday September 23, 2021 10:00:52
  - [Marketing Plan/Samples](#) - Sales and Service Nationwide (Marketing Plan Included).zip - Monday September 27, 2021 07:59:02
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty.zip - Wednesday September 22, 2021 15:40:06
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday September 23, 2021 13:44:09
  - [Upload Additional Document](#) - Misc. Documents.zip - Thursday September 23, 2021 16:31:25

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Bormann, Vice President/ Director of Sales, Global Environmental Products, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Street_Sweepers_RFP_093021</b> Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Street_Sweepers_RFP_093021</b> Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1  
TO  
CONTRACT #093021-GEP**

THIS AMENDMENT is made effective upon the date of the last signature below by and between **Sourcewell** and **Global Environmental Products, Inc.** (Supplier).

Supplier was awarded a Sourcewell Contract for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, effective November 15, 2021, through November 16, 2025, relating to the provision of services by Supplier to Sourcewell and its Members (Contract).

The parties wish to amend the contract as follows: 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

**Global Environmental Products, Inc.**

DocuSigned by:  
By: Jeremy Schwartz \_\_\_\_\_  
Jeremy Schwartz C0FD2A139D06489...

DocuSigned by:  
By: Chad Bourgeois \_\_\_\_\_  
Chad Bourgeois B636866142E84DE...

Title: Director of Operations & Procurement/CPO

Title: VP

Date: 2/16/2022 | 1:28 PM CST

Date: 2/16/2022 | 10:44 AM PST

**Sourcewell**

DocuSigned by:  
By: Chad Coquette \_\_\_\_\_  
Chad Coquette 7E42B8F817A64CC...

Title: Executive Director/CEO

Date: 2/16/2022 | 1:32 PM CST



**RFP #093021  
REQUEST FOR PROPOSALS  
for  
Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories,  
and Supplies**

**Proposal Due Date: September 30, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 30, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	August 12, 2021
Pre-proposal Conference:	September 1, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	September 23, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>September 30, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	September 30, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies intended or designed for the sweeping, vacuuming, or cleaning of streets, roadways, alleys, parking facilities, sidewalks, trails, paths, and airport runway or airfield surfaces, such as:
  - a. Street, sidewalk, parking lot, and runway sweeping and cleaning equipment of every size, model, or design;
  - b. Litter, trash, and debris vacuums; and,
  - c. Supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – b. above.
2. Sourcewell is seeking a wide variety and range of the equipment described in Section 1. a. – c. above by: 1) purpose-built, chassis-mounted, trailer-mounted, or walk-behind/beside design; 2) engine type, including conventional internal combustion, natural gas, or propane autogas, hybrid or alternative fuels, and electric powered solutions; and, 3) optional equipment or accessory offerings.
3. The primary focus of this solicitation is on Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include “services only” solutions.
4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818);
  - b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #121218);
  - c. Airport Runway and Emergency Equipment with Related Accessories (RFP #030619);
  - d. Janitorial Supplies and Equipment with Related Services (RFP #101320);
  - e. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121); and,
  - f. Roadway Maintenance Equipment (RFP #080521).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$48 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

**III. PRICING**

A. REQUIREMENTS

All proposed pricing must be:

Rev. 3/2021

Sourcewell RFP #093021  
Street Sweepers and Specialty Sweepers, with  
Related Equipment, Accessories, and Supplies  
Page 6

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## VI. EVALUATION AND AWARD

### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;

Rev. 3/2021

Sourcewell RFP #093021  
Street Sweepers and Specialty Sweepers, with  
Related Equipment, Accessories, and Supplies  
Page 12

- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/13/2021

Addendum No. 1

Solicitation Number: RFP 093021

Solicitation Name: Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Consider the following Amendment, and the Question and Answer, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**RFP Amendment:**

To provide additional clarity on the requested equipment, products, or services of this solicitation, RFP Subsection II. B. 4. c. is revised to read as follows (new text in *italics*):

\* \* \* \*

- c. Airport Runway and Emergency Equipment with Related Accessories (RFP #030619), *with the exception of sweeping, vacuuming, or cleaning equipment identified in subsections 1. a. and 1. b. above;*

\* \* \* \*

The remainder of the RFP content remains unchanged.

**Question 1:**

Does this RFP include sweepers for cleaning airport runways, taxiways, ramps and related surfaces at airports and airfields?

**Answer 1:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Refer to RFP Section II. B. – Requested Equipment, Products, or Services, and the amendment immediately above.

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End of Addendum

Acknowledgement of this Addendum to RFP 093021 posted to the Sourcewell Procurement Portal on 8/13/2021, is required at the time of proposal submittal.



8/25/2021

Addendum No. 2

Solicitation Number: RFP 093021

Solicitation Name: Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is it better to bid as a manufacturer or through a dealer, distributor, or importer?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the manner in which it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the requirements of the RFP. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 093021 posted to the Sourcewell Procurement Portal on 8/25/2021, is required at the time of proposal submittal.