



City and Borough of Wrangell  
09-24-2019 Borough Assembly Meeting  
AGENDA

Tuesday, September 24, 2019  
6:00 PM

Location: Borough Assembly Chambers  
City Hall

**WORK SESSION - 6:00 p.m.**

[a.](#) Alaska Municipal Sales Tax Authority

**1. CALL TO ORDER**

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. CEREMONIAL MATTERS - None.

**2. ROLL CALL**

**3. PERSONS TO BE HEARD**

**4. AMENDMENTS TO THE AGENDA**

**5. CONFLICT OF INTEREST**

**6. CONSENT AGENDA**

- [a.](#) CONSENT AGENDA Item - Motion Only
- [b.](#) Assembly Minutes from the September 10, 2019 Regular Meeting
- [c.](#) CORRESPONDENCE - APEI Letter of Introduction
- [d.](#) CORRESPONDENCE - CTLLA CBW Written Comments

**7. BOROUGH MANAGER'S REPORT**

- a. Borough Manager's Report

**8. BOROUGH CLERK'S FILE**

- [a.](#) Borough Clerk's File

**9. MAYOR AND ASSEMBLY BUSINESS**

**10. MAYOR AND ASSEMBLY APPOINTMENTS**

**11. PUBLIC HEARING**

**12. UNFINISHED BUSINESS**

**13. NEW BUSINESS**

- [a.](#) Approval to Refund Overpayment of Property Taxes to Arnold and Alice Bakke
- [b.](#) **RESOLUTION No 09-19-1488** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2019
- [c.](#) Approval to hold a Special Assembly meeting to Certify the Oct 1st Regular Local Election

- d. Approval of Professional Services Agreement with JB Rewards Systems in the amount of \$21,750 for the Employee Compensation & Classification Study, and Contingency Funding in the amount of \$3,250 for a Total Project Budget of \$25,000
- e. **RESOLUTION No 09-19-1489** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$25,000 FROM GENERAL FUND RESERVES TO THE ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT FOR THE EMPLOYEE COMPENSATION STUDY AND AUTHORIZING ITS EXPENDITURE
- f. Approval to Sole Source Purchase of Fire Pumper Truck from Hughes Fire Equipment/Pierce in the amount of \$419,707 in Conformance with Wrangell Municipal Code Section 5.10.050 (I), and Authorize Contingency Funding in the Amount of \$30,293 for a Total Cost up to \$450,000
- g. Approval to Use \$240,000 of State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus
- h. **RESOLUTION No 09-19-1490** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND BY ACCEPTING REMAINING FUNDS FROM THE STATE OF ALASKA HOSPITAL GRANT IN THE AMOUNT OF \$567,340.47 AND AUTHORIZING ITS EXPENDITURE
- i. Approval of Alternative 4th Quarter Assembly Meeting Schedule
- j. Approval of Use of Maintenance Funding by Wrangell Public School District for HVAC Control System in the amount of \$70,000

**14. ATTORNEY'S FILE** – Available for Assembly review in the Borough Clerk's office

**15. EXECUTIVE SESSION**

- a. **Executive Session:** Mill Property Purchase Update
- b. **Executive Session:** Discussion of Legal Strategies Related to Collection of Moorage Fees

**16. ADJOURNMENT**

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>WS</b>          |

**WORK SESSION: Alaska Municipal Sales Tax Authority**

SUBMITTED BY:

Aleisha Mollen, Accounting Generalist

FISCAL NOTE:

**Expenditure Required:** \$N/A Total

|           |              |          |
|-----------|--------------|----------|
| FY 19: \$ | FY 20: \$N/A | FY21: \$ |
|-----------|--------------|----------|

**Amount Budgeted:**

|  |            |
|--|------------|
|  | FY20 \$N/A |
|--|------------|

**Account Number(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Account Name(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Unencumbered Balance(s) (prior to expenditure):**

|  |       |
|--|-------|
|  | \$N/A |
|--|-------|

Reviews/Approvals/Recommendations

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
|--------------------------|--------------------------------|

|  |         |
|--|---------|
|  | Name(s) |
|--|---------|

|  |         |
|--|---------|
|  | Name(s) |
|--|---------|

|                          |          |
|--------------------------|----------|
| <input type="checkbox"/> | Attorney |
|--------------------------|----------|

|                          |           |
|--------------------------|-----------|
| <input type="checkbox"/> | Insurance |
|--------------------------|-----------|

ATTACHMENTS: 1. Options Memo; 2. Presentation 3. Compact; 4. Bylaws

**RECOMMENDATION MOTION:**

None. Work Session only.

**SUMMARY STATEMENT:**

The Alaska Municipal League (AML) is working to develop a statewide entity that will act as the clearinghouse for tax collection from remote retailers. Working with representatives from

municipalities across the state, AML is in the early stages of creating the Alaska Municipal Sales Tax Authority (AMSTA).

Why is this important to Wrangell? Remote retailers are only considered to have a “nexus” in a community if certain thresholds are reached. A “nexus” is required for an online retailer to be required to collect and remit local sales tax. For Wrangell that means only huge retailers like Amazon meet the threshold. Wrangell is missing out on a significant amount of potential tax revenue. With a statewide tax authority, as is being proposed, the amount of retail business is measured at the state level, not at the local level, to trigger the requirement of tax collection and remittance.

Additionally, remote retailers may collect or be willing to collect sales tax on purchases without meeting the threshold, but we have no way of knowing which retailers residents of Wrangell are ordering from. A larger authority will have more access to this information.

Through a group of municipal representatives, AML has developed an Intergovernmental Compact and organization bylaws for AMSTA to guide the creation and facilitation of AMSTA. The goal is to have at least 7 municipalities ready to sign the compact at the Annual Meeting on November 21, 2019. Software development could then begin potentially as soon as January 2020.

What this would require from us is adopting a Remote Seller Sales Tax Code & Common Definitions by ordinance. These are under Addendum A in the Compact. The current Wrangell sales tax code would remain and would still be effective for businesses that have a physical presence or currently report sales tax. This ordinance would need to be in place before signing the Compact.



# Alaska Municipal Sales Tax Authority

## Background

- Responding to Supreme Court *Wayfair*
  - Streamlined, simplified single-level statewide administration
- AML researched potential paths forward, raised funds to advance implementation
  - Produced FAQ and additional documents
- Convened working group in June
  - Produced general agreement, drafting and governance committees
- Solicited software development proposals

# Alaska Municipal Sales Tax Authority

## Current Status

- Draft intergovernmental agreement
  - Signatories form Commission
- Draft remote sales tax code
  - Adopt by reference
- Draft bylaws
  - Commission sets rules of the road
- Draft common definitions
  - Included in the code
- Review and selection of software development
  - AML to contract

# Alaska Municipal Sales Tax Authority

## Next steps

- Municipalities adopt compact and code
  - Signal commitment to signing
- Incorporate Commission, register with State of Alaska
  - Launch in November
- AML to begin staffing
  - Program admin early as part of startup
- AML to work on software development
  - Implemented in Jan/Feb 2020

# Alaska Municipal Sales Tax Authority

## Compact Features

- Enable single-level, statewide administration of remote sales tax collection, remittance and enforcement; streamlining and simplifying for remote sellers
- Signatories become members of newly-established Commissioner with voting rights
- Commission to govern uniform regulations, code, and definitions
- Membership agree by ordinance or resolution entry into Compact; acknowledge and be bound by uniform code and bylaws; and delegate sales tax registration, collection, remittance, audit and collection authority to Commission
- Commission to contract with AML for implementation
- Nothing in compact restricts the power of a local government to fix rates and exemptions, nor relinquishes taxing authority

# Alaska Municipal Sales Tax Authority

## Code Features

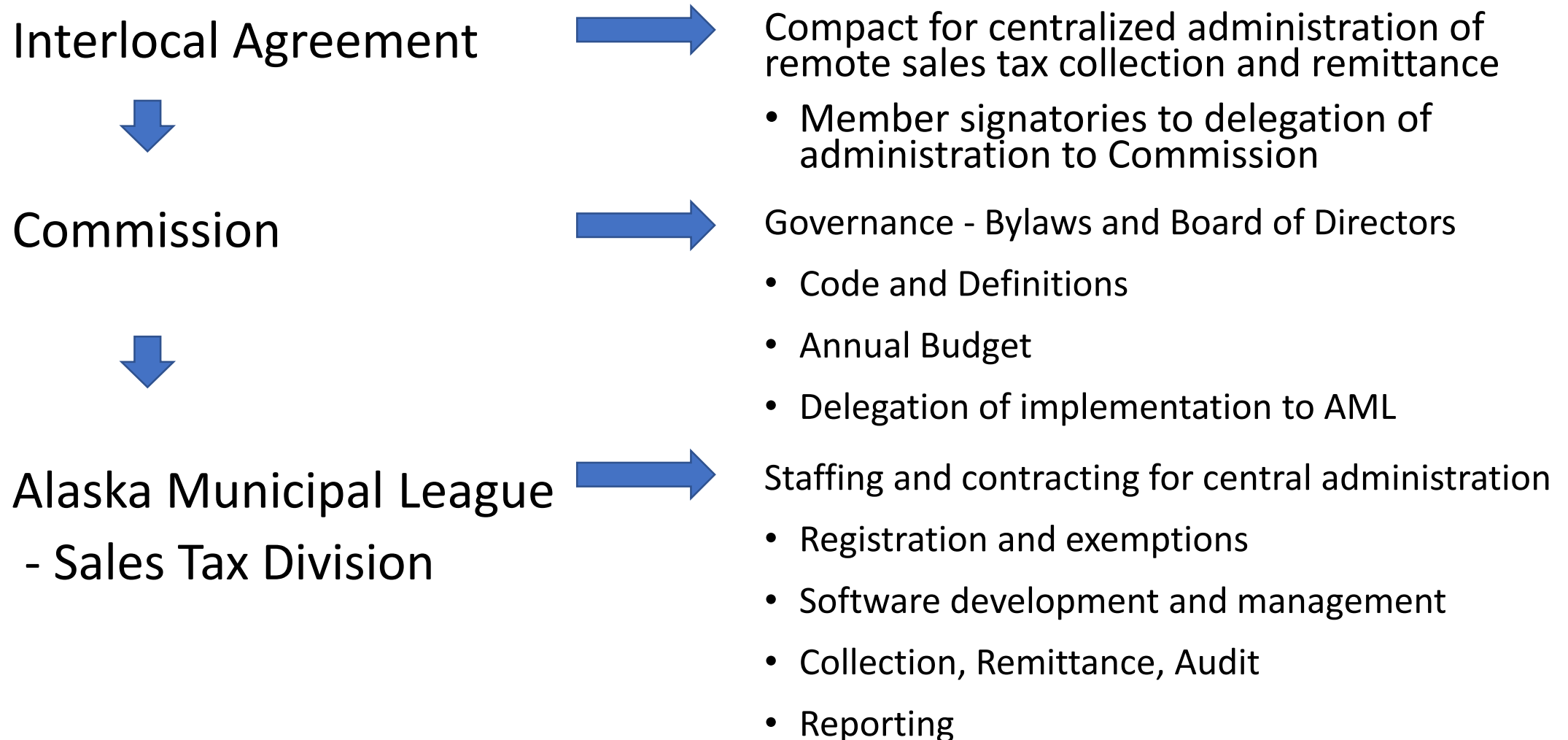
- Collection of sales tax by remote seller is due the taxing authority
- Statewide annual threshold set at \$100,000 in sales or 100 transactions
- Remote seller to register with Commission
- Filing/reporting according to local code
- Commission to be responsible for compliance - returns, refunds and audits
- Sellers with physical presence in the taxing jurisdiction should register and remit to that taxing authority
- Common Definitions

# Alaska Municipal Sales Tax Authority

## Bylaws Features

- Membership qualifications – ordinance, signatories to compact, AML membership
- Voting rights, meetings
- Board of directors - seven based on levels of remote sales tax revenue
- Administrative Structure – contract with AML to perform duties as assigned
- Budget and fiscal structure

# Alaska Municipal Sales Tax Authority



# Alaska Municipal Sales Tax Authority

## Commission Role

- Board to have fiduciary responsibility, and duty of care
- Oversee initial and changes to code, compact, and definitions
- Oversee administrative implementation
- Set annual budget
- Report to members national trends or challenges
- Pursue participation in the SSUTA



# Alaska Municipal Sales Tax Authority

## AML Role

- Commission board and membership support
- Day to day management of centralized administration
  - Software development and management
  - Tax code and boundary updates
  - Banking processes, budget and accounting
  - Registration and exemption certificates
  - Collection, remittance and reporting of sales tax revenue to members
  - Compliance and auditing
  - Legal action
- Annual reports

# Alaska Municipal Sales Tax Authority

## AML Finance Structure

- AML to forward fund software development and staffing
- AML to place all sales taxes collected in dedicated AMLIP fund, daily
- Earnings to pay for administration
  - If earnings fail or slow, direct expenses pro rata as % of revenue
- Remittance and reporting to members according to individual code – monthly or quarterly
- Additional data management fee collected pro rata (annual review of % of revenue)
- Positive net revenues deposited in reserve as stabilization fund
- AML to recoup up front fees over time, pro rata

# Alaska Municipal Sales Tax Authority

## Considerations

- Government maintains taxing authority
- Government delegates administration to Commission
- Commission delegates management to AML
- AML commits to service contract, with independent governance
  - Work with board to consider potential for future enterprise
- Municipality has opt-out provision
- Legal and fiduciary responsibility lies with Commission
- Day to day operational responsibility lies with AML

**Client:** Alaska Municipal League  
**Date:** September 4, 2019  
**From:** Matt Mead and Karl Kaufman  
**Re:** Operating Entity Form

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1. Introduction.

The Alaska Municipal League is facilitating a governmental joint enterprise of Alaska municipalities. The joint enterprise would administer and collect sales tax on online purchases for AML members. To move this project forward, we have evaluated three types of operating entities that could administer the sales tax collection system:

- An unincorporated association;
- An interlocal entity; or
- A nonprofit corporation.

As discussed below, we recommend AML members establish an interlocal entity to administer the online sales tax.

2. Unincorporated Association.

In general, an unincorporated association is a body of persons acting together, without a state charter, for the prosecution of some common purpose, objective, interest, or enterprise, under a common name. It is formed to accomplish a civic or nonprofit purpose. Historically, an unincorporated association does not exist separate from its members and cannot sue or be sued.<sup>1</sup>

In Alaska, an unincorporated association is recognized as an independent entity. It is usually characterized by having bylaws governing its organization and operation, a stated purpose for its existence, and providing for its continuity even if its membership may change.<sup>2</sup>

One key problem with selecting an unincorporated association is the the risk of lawsuit. In Alaska, a plaintiff can choose to sue (i) the unincorporated association as an entity, (ii) the individual association members, or (iii) a class of the association

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<sup>1</sup> 6 Am. Jur. 2d Associations and Clubs § 1.

<sup>2</sup> *State v. Aleut Corp.*, 541 P.2d 730, 735 (Alaska 1975).

members.<sup>3</sup> An unincorporated association provides no liability protection for its members and provides a number of targets for a lawsuit.<sup>4</sup> For these reasons, we do not recommend moving forward as an unincorporated association.

### 3. Interlocal Entity.

Generally speaking, an interlocal entity is formed by a written agreement—known as an “interlocal cooperation agreement”—between two or more municipalities for the purpose of sharing or delegating a general power.<sup>5</sup> Interlocal agreements are the traditional method for local governments to jointly exercise governmental powers. Interlocal agreements—also called interlocal cooperation agreements or intergovernmental agreements—“are formal vehicles through which municipalities or political subdivisions may eliminate barriers imposed by jurisdictional lines in order to offer public services more efficiently.”<sup>6</sup>

Interlocal agreements refer to agreements between municipalities within the same state. Occasionally, those terms will refer to agreements between municipalities in different states. Traditionally, the term “compact” refers to agreements entered into between sovereign entities—between states, the federal government, and sovereign tribes.

There are two general types of interlocal agreements:

- Service Contracts. Service contracts are interlocal agreements where one local government provides services to another local government. This type of interlocal agreement does not establish a separate entity.
- Joint Enterprise Agreement. Joint enterprise agreements are interlocal agreements where two or more local governments jointly undertake a project, often by establishing a separate legal entity—the interlocal entity.<sup>7</sup> Joint enterprise agreements can be used to jointly undertake functions and responsibilities which governments could undertake singly. Joint enterprise agreements often establish an independent legal entity—an interlocal entity—to undertake the joint governmental function.<sup>8</sup>

Some legal authorities distinguish between interlocal agreements and interlocal contracts (although they are both contracts). Interlocal agreements broadly describe joint

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<sup>3</sup> *Alaska Marine Pilots v. Hendsch*, 950 P.2d 98, 112 (Alaska 1997).

<sup>4</sup> See *Kivalina Relocation Planning Comm.*, 227 F.R.D. at 527.

<sup>5</sup> § 3A:4.Introduction, 1 McQuillin Mun. Corp. § 3A:4 (3d ed.).

<sup>6</sup> Osborne M. Reynolds, Jr., *Local Government Law* 43 (1982).

<sup>7</sup> *Hutchinson v. City of Madison*, 987 N.E.2d 539 (Ind. Ct. App. 2013).

<sup>8</sup> Advisory Commission on Intergovernmental Relations, *Handbook for Interlocal Agreements and Contracts* 2 (Washington, D.C., 1967).

exercise of governmental powers. Interlocal contracts describe simple business transactions between governments.<sup>9</sup>

A key advantage of interlocal entity is that there is guidance about its legal status. As one court described it, an interlocal entity is considered a public corporation separate from the identity of its municipal incorporators:

We note that the character of an interlocal agency such as NPGA, like that of a quasi-municipal corporation, “is twofold—in the exercise of its governmental functions, as a subdivision of the government, and as a private corporation, enjoying powers and privileges conferred for its own benefit.” A distinguishing feature of a municipal or quasi-municipal corporation, or interlocal agency, is that “it is not only a body corporate but also a body politic, the components of which, the corporators, are endowed with the right to exercise in their collective capacity a portion of the political power of the state.”<sup>10</sup>

Any interlocal agreement at the local level must be voluntary. The essential control of the interlocal entity must be vested in the governing bodies of the municipal members, and the identities of the municipal members must be preserved.<sup>11</sup>

An interlocal entity, as a creation of statute, is limited by the statute creating it and has only the rights and remedies under the statutes creating it.<sup>12</sup> Many states have adopted an Interlocal Cooperation Act, which provides for the creation of a joint entity responsible for administering a joint undertaking.<sup>13</sup> As discussed below, Alaska has broadly authorized local governments to enter into interlocal agreements.

A. Alaska Legal Authority.

Article X, section 13, of the Alaska Constitution authorizes local governments to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter.

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<sup>9</sup> *Id.*

<sup>10</sup> *City of Falls City v. Nebraska Mun. Power Pool*, 279 Neb. 238, 250, 777 N.W.2d 327, 336 (2010)(internal citations omitted).

<sup>11</sup> 1 McQuillin Mun. Corp. § 3A:4 (3d ed.).

<sup>12</sup> 1 McQuillin Mun. Corp. § 3A:4 (3d ed.).

<sup>13</sup> *See, e.g.*, Neb. Rev. Stat. Ann. § 13-804 (West).

Agreements, including those for cooperative or joint administration of any functions or powers, may be made by any local government with any other local government, with the State, or with the United States, unless otherwise provided by law or charter.

In addition, Alaska provides statutory authority for interlocal agreements between municipalities:

All municipalities have the following general powers, subject to other provisions of law: . . . to enter into an agreement, including an agreement for cooperative or joint administration of any function or power with a municipality, the state, or the United States[.]<sup>14</sup>

The Alaska Constitution's mandate that a liberal construction should be given to the powers of local government also supports exercise of these specific authorizations.<sup>15</sup> Additionally, the various Alaska statutes and related case law interpreting those statutes reaffirm the fundamental principal that Alaskan municipalities have broad powers that must be construed liberally.<sup>16</sup> Under this authority, Alaska's municipalities may enter into interlocal agreements for the joint administration of municipal functions through separate legal entities.<sup>17</sup>

A common theme among the states is that interlocal entities have only the power granted by state statute. Unlike other states, Alaska's statute authorizing municipalities to enter into joint agreements is exceptionally broad: Alaska municipalities can agree to the joint administration of any municipal power or function.<sup>18</sup> This provides great flexibility but also requires attention to detail. For example, interlocal cooperation acts from other states limit the authority of interlocal entities but provide a default framework for the creation, operation, and dissolution of interlocal entities. In Alaska, if the interlocal agreement and adopting ordinances do not specify a power, the interlocal entity does not have that power. For example, an interlocal agreement and its authorizing documents must explicitly provide for the right to sue and be sued.<sup>19</sup>

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<sup>14</sup> AS 29.35.010(13).

<sup>15</sup> Article X, Section 1 of the Alaska Constitution.

<sup>16</sup> AS 29.48.310-330; *see Liberati v. Bristol Bay Borough*, 584 P.2d 1115 (1978); *Bookey v. Kenai Peninsula Borough*, 618 P.2d 567 (1980).

<sup>17</sup> *See North Kenai Peninsula Road Maintenance Service Area v. Kenai Peninsula Borough*, 850 P.2d 636, 639 (Alaska 1993); *Kivalina Relocation Planning Comm. v. Teck Cominco Alaska, Inc.*, 227 F.R.D. 523, 526 (D. Alaska 2004), *aff'd*, 141 F. App'x 650 (9th Cir. 2005) (citing *Hervey v. Estes*, 65 F.3d 784, 792 (9th Cir.1995)).

<sup>18</sup> *See Fairbanks North Star Borough v. State*, 826 P.2d 760 (Alaska 1992) (cooperative easement).

<sup>19</sup> *Kivalina Relocation Planning Comm.*, 227 F.R.D. at 527.

B. Advantages of an Alaska Interlocal Entity.

In Alaska, an interlocal entity can exercise any proper municipal function authorized by its interlocal agreement. In addition, interlocal entities are the traditional method for local governments to jointly exercise governmental powers. And Alaska courts have recognized interlocal entities as local public entities. Although the issue has not been litigated in Alaska, an interlocal entity is likely entitled to governmental immunity and other statutory protections otherwise available to municipalities.

As a result of Alaska's broad constitutional and statutory authorization, an interlocal agreement must describe in detail the legal characteristics of a new interlocal entity: the right to sue and be sued, formation, operation, dissolution, and liquidating distributions. Fortunately, there are significant resources available providing examples of interlocal agreements and providing guidance on establishing interlocal entities.<sup>20</sup>

4. Nonprofit Corporations.

Courts in other states have recognized nonprofit corporations formed by interlocal agreement as public bodies. Those nonprofit corporations, however, were formed pursuant to state interlocal cooperation acts. Although Alaska has not adopted an interlocal cooperation act, the Alaska Attorney General's Office has recognized AMLJIA—a nonprofit corporation—as an intergovernmental entity. The Attorney General's Office relied on Article X, Section 13, quoted above, to conclude that municipalities can associate to provide governmental functions:

The broad grant of powers and the liberal construction given thereto indicate that municipal governments in the State of Alaska, through the Alaska Municipal League, can associate in order to provide workers' compensation coverage for their employees.<sup>21</sup>

Despite the Attorney General's opinion, it is not settled law in Alaska that a municipality can delegate municipal powers to a nonprofit corporation. This presents an area of risk. For example, the Illinois Supreme Court considered whether a not-for-profit corporation, which owns and operates a transit system, was a local public entity protected by Illinois immunity laws.<sup>22</sup> The Court—after a lengthy legal battle—ultimately concluded that the corporation was a public entity entitled to immunity. However, it is important to point out that both the trial court and intermediate appellate court concluded

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<sup>20</sup> See, e.g., Advisory Commission on Intergovernmental Relations, Handbook for Interlocal Agreements and Contracts 2 (Washington, D.C., 1967).

<sup>21</sup> File No. J-66-562-82, 1982 WL 43576, at \*3 (Alaska A.G. Apr. 19, 1982).

<sup>22</sup> *Hubble v. Bi-State Development Agency of Illinois-Missouri Metropolitan Dist.*, 238 Ill. 2d 262, 345 Ill. Dec. 44, 938 N.E.2d 483 (2010).



that the not-for-profit corporation was not a public entity and was, therefore, not protected by the immunity statute.

A nonprofit corporation does have some advantages over an interlocal entity. AML members have experience with the AMLJIA—a nonprofit corporation formed by interlocal agreement. In addition, Alaska’s nonprofit corporation act provides an existing legal structure for the formation, operation, and dissolution of the corporation. Despite this, no Alaska court has held that a nonprofit corporation formed by interlocal agreement has the legal status of an interlocal entity. This lack of case law presents an element of risk and ambiguity regarding its legal status. In addition, the activities of the joint enterprise—taxation of online commerce—presents a particularly high risk of litigation. By operating as a nonprofit corporation, vendors and taxpayers could challenge the joint venture as an improper delegation of municipal authority.

5. Conclusion.

We recommend AML proceed by establishing an interlocal entity. An interlocal entity has three significant advantages over a nonprofit corporation. First, interlocal entities have a long history in United States law as the method by which municipal governments join together to provide government services. Second, interlocal entities are recognized public entities. Finally, Alaska’s constitution and statute provide an exceptionally broad grant of authority for municipalities to jointly exercise governmental functions (like tax administration).



# Alaska Intergovernmental Remote Seller Sales Tax Compact

AML Working Draft – 9.9.19

## **Alaska Intergovernmental Remote Seller Sales Tax Compact**

This Compact is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration of remote sales tax collection and remittance.

### **Article I. Background Principles.**

1. The signatories wish to avail themselves of available opportunities for collection of existing sales taxes from remote sellers. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction.
2. The collection of remote sales taxes provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides helpful sidebars and guidance relative to nexus, and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and certain taxing authority has been delegated to organized boroughs and cities.

### **Article II. Purpose.**

The purpose of this Compact is to:

1. Enable single-level, statewide administration of remote sales tax collection, remittance, and enforcement;
2. Provide for and promote reasonable uniformity and/or compatibility in significant components of local sales tax levy and collection in order to facilitate streamlined single-level administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration.

### **Article III. Definitions.**

As used in this Compact:

1. "Local Government" means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
2. "Member" means an Alaska municipality signatory to this Compact.

3. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property or the rendering of services measured by the price of the property transferred or services.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property, products, or services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.

#### **Article IV. The Commission.**

##### **1. Organization and Management.**

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established. It will be composed of one designated representative from each “member” local government, who must be the finance officer, sales tax administrator, municipal manager, or administrator of the local government member. Municipal attorneys of each member may attend meetings of the Commission but may not vote.
- b. Each member will be entitled to one vote. The Commission cannot act unless a majority of the members are present, and no action will be binding unless approved by a majority.
- c. The Commission will adopt an official logo.
- d. The Commission will hold an annual meeting rotating the location of the meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and duly-called special meetings as its bylaws may provide. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- e. The Commission will elect annually, from among its members, a Chairman, a Vice Chairman and a Treasurer. Nominations for officers must be in accordance with the bylaws.
- f. The Commission will delegate support and administrative functions to the Alaska Municipal League. The Executive Director of the Alaska Municipal League will serve as the Executive Director of the Commission and may appoint necessary staff support.
- g. The Commission may borrow, accept, or contract for the services of personnel from any member. The Commission may contract for professional services.
- h. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any governmental entity.

- i. The Commission may establish one or more offices for the transacting of its business. Its initial registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 200, Juneau, AK 99801.
- j. The Commission will adopt bylaws. The Commission will make its bylaws easily accessible for members and prospective members. Bylaws shall be consistent with the terms of this Compact.
- k. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

## 2. Committees.

- a. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including the Chairman, Vice Chairman, Treasurer and four other members. The Board of Directors subject to the provisions of this Compact and consistent with the policies of the Commission, will function as provided in the bylaws of the Commission.
- b. In order to further any of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- c. The Commission may establish additional committees by a majority vote of the membership body as its bylaws may provide.
- d. Committees may not take any action, but may recommend action to the membership for consideration.

## 3. Powers.

In addition to powers conferred elsewhere in this Compact, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.
- b. Develop and recommend proposals to promote uniformity and/or compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
- c. Compile and publish information to support and assist members in implementing the Compact or assist taxpayers in complying with local government sales tax laws.
- d. Do all things necessary and incidental to the administration of its functions pursuant

to this Compact.

- f. The Commission may create and adopt uniform regulations for any phase of the administration of sales tax collection and remittance in accordance with this Compact, and the Commission's bylaws and articles of incorporation including assertion of jurisdiction to administer taxation or prescribing uniform tax forms. Prior to the adoption of any regulation, the Commission will:
  1. As provided in its bylaws, hold at least one public hearing after due notice to all affected members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its regulation-making proceedings.
  2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
- g. The Commission will submit any regulations adopted by it to the designated representative of all members to which they might apply. Each such member will in turn consider any such regulation for adoption in accordance with its own laws and procedures.

#### 4. Finance.

- a. At least 90 days prior to the start of a new fiscal year, the Commission will submit a budget of its estimated expenditures for each fiscal year to each signatory or designated representative of each member.
- b. The Commission will follow a July 1 to June 30 fiscal year.
- c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the members.
- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it under paragraph 1(i) of this Article, provided that it take specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it under paragraph 1(i), the Commission may not incur any obligation prior to the allocation and commitment of funds by the members adequate to meet the same.
- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited yearly by a certified or licensed public accountant and the report of the audit will be included in and become part of

the annual report of the Commission.

- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

## **Article V. Membership Requirements; Remote Seller Sales Tax Code**

- 1. To obtain and retain full membership, the legislative body of an Alaska municipality must submit either an Ordinance or Resolution authorizing entry into the Compact. The Ordinance or Resolution must address the following:
  - a. Designation of individual at the municipality that may execute all binding documents on behalf of the municipality;
  - b. Acknowledging and agreeing to follow and be bound by the Remote Sellers Sales Tax Code and the By-Laws of the Commission.
  - c. Delegating remote seller sales tax registration, collection, remittance, audit and collection authority to the Commission.
- 2. To retain full membership status, a member must adopt, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers. The Remote Seller Sales Tax Code and definitions will be attached to this Compact as "Addendum A", as amended.

## **Article VI. Sales Tax Collection and Administration**

- 1. Collection; Registration; Quarterly remittance
  - a. Every remote seller meeting the threshold criteria of the Remote Seller Sales Tax Code, shall collect sales taxes from the buyer at the time of sale, rental, or service and shall transmit the sales taxes collected to the Commission.
  - b. A remote seller meeting the threshold criteria shall apply for a certificate of sales tax registration within twenty (20) calendar days of the adoption of this Remote Seller Sales Tax Code or within twenty (20) calendar days of meeting the threshold, whichever occurs second. Registration shall be to the Commission on forms prescribed by the Commission.
  - c. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary

address, and the primary sales tax contact name and corresponding title. A list of registered sellers in good standing shall be made public and available on the Commission's webpage.

## 2. Returns; Confidentiality

- a. The Commission will provide all sales tax return information to the taxing jurisdiction.
- b. Except in connection with official investigations or proceedings of the Commission or any taxing jurisdiction, whether judicial or administrative, involving sale taxes imposed on remote sellers that are collected by the Commission, no officer, employee, or agent of the Commission or any taxing jurisdiction may divulge any information disclosed in a report or return filed with the Commission. The prohibition of this section shall not prohibit the preparation and use of statistical summaries of sales tax data that do not disclose the identity of any person filing reports required by the Commission.

## 3. Title; Penalty and Interest; Overpayment

- a. Upon collection by the seller, title to the sales taxes vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than 30 days after the filing deadline.
- b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
- c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.

## 4. Audit; Compliance and Enforcement; Confidentiality

- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller meets economic nexus requirements; (2) the accuracy of returns filed by a remote seller; and (3) whether a remote seller is in compliance with collection and remittance obligations.
- b. The Commission shall have sole authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limiting to, the collection of late fees and penalties, prosecution for failure to collect, civil suits and injunctions.



**Article VII. Entry into Force and Withdrawal.**

1. This Compact will be in force and effective when formally approved by any seven signatories.
2. Any member may withdraw from this Compact through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a member prior to the effective date of such withdrawal.

**Article VIII. Effect on Other Laws and Jurisdiction.**

Nothing in this Compact may be construed to:

1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code changes, or demonstrate parity or non-applicability.
2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Compact upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

**Article IX. Construction and Severability.**

This Compact shall be liberally construed so as to effectuate its purposes. The provisions of this Compact shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Compact and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Compact is held contrary to the charter of any member, the Compact will remain in full force and effect as to the remaining members and in full force and effect as to the member affected in all other provisions not contrary to charter.

## ADDENDUM A

### REMOTE SELLER SALES TAX CODE & COMMON DEFINITIONS

#### POSSIBLE WHEREAS/FINDINGS

- WHEREAS,** the inability to effectively collect sales or use tax from remote sellers who provide tangible personal property, products transferred or delivered electronically, or services rendered directly into Alaska is seriously eroding the sales tax base of communities, causing revenue losses and imminent harm to residents through the loss of critical funding for local public services; and
- WHEREAS,** the harm from the loss of revenue is especially serious in Alaska because the state has no broad-based tax, and sales tax revenues are essential in funding the provision of services by local governments; and
- WHEREAS,** the failure to tax internet sales creates market distortions by creating tax shelters for businesses that limit their physical presence in the state or cities but still sell their goods and services to their consumers, something that becomes easier and more prevalent as technology continues to advance;
- WHEREAS,** the failure to tax internet sales results in the creation of incentives for businesses to avoid a physical presence in the state and its respective communities, resulting in less jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the state and its cities;
- WHEREAS,** despite the fact that a use tax is owed on tangible personal property within certain jurisdictions in the State of Alaska, remote sellers' market some of their sales as "tax free" and refuse to cooperate with local government attempts to determine what products are shipped to a particular location, the end result being that use taxes are rarely, if ever collected;; and
- WHEREAS,** the structural advantages for remote sellers, including the absence of point-of-sale tax collection, along with the general growth of online retail, make clear that erosion of the sales tax base is and has been occurring recurring problem that is likely to only worsen in the near future; and
- WHEREAS,** remote sellers who make a substantial number of deliveries into or have large gross revenues from Alaska benefit extensively from the Alaska market, affecting the economy generally, as well as local infrastructure; and
- WHEREAS,** given modern computing and software options, it is neither unusually difficult nor burdensome for remote sellers to collect and remit sales taxes associated with sales into Alaska municipalities; and
- WHEREAS,** due to a recent decision by the United States Supreme Court and the lack of a state sales tax it is appropriate for the municipalities to collectively amend their sales tax

code to account for remote sellers who do not have a physical presence in the State of Alaska or taxing jurisdiction, but through economic nexus, do have a taxable connection with the State of Alaska or taxing jurisdiction; and

**WHEREAS,** a seller that lacks a physical presence but meets the criteria for economic nexus through the sale of selling tangible or intangible personal property, digital products, or services rendered in the state must comply with the Alaska Municipal Remote Seller Sales Tax Code by collecting and remitting sales tax to the taxing jurisdictions through the **Alaska Municipal Remote Sellers Commission**; and

**WHEREAS,** this ordinance is not retroactive in its application; and

**WHEREAS,** amending local sales tax codes reflects recent changes to federal law to allow for the application of the taxing jurisdiction's sales tax code requirements to sellers without a physical presence in the State of Alaska or taxing jurisdiction but whose sale activities create a substantial nexus with the state; and

**WHEREAS,** the intent is to apply municipal sales tax obligations to the limit of federal and state constitutional doctrines;

## ALASKA MUNICIPAL REMOTE SELLER SALES TAX CODE

### XXX.XX.010 – Interpretation.

- A. In order to prevent evasion of the sales and use taxes and to aid in its administration, it is presumed that all sales and services by a person or entity engaging in business are subject to the sales tax.
- B. The application of the tax levied under this code shall be broadly construed and shall favor inclusion rather than exclusion.
- C. Exemptions from the tax levied under this Code or from the taxing jurisdiction shall be narrowly construed against the claimant and allowed only when such exemption clearly falls within an exemption defined in this Code or the taxing jurisdiction's Code.

### XXX.XX.020 – Title to Collected Sales Tax

Upon collection by the remote seller, title to sales tax vests in the taxing jurisdiction. The remote seller holds collected sales tax in trust for the taxing jurisdiction and is accountable to the Commission and taxing jurisdiction.

### XXX.XX.030 – Imposition – Rate

- A. To the fullest extent permitted by law, a sales tax is levied and assessed on all retail sales, on all electronic sales, services and rentals where delivery is made anywhere within the State of Alaska.
- B. The tax rate added to the sale price shall be the tax rate for the taxing jurisdiction where the item or service is received.
- C. The applicable tax rate shall be added to the sales price.
- D. When a sale is made on an installment basis, the sales tax shall be collected at the time of the sale, calculated at the sales tax rate in effect at the time of the sale.

### XX.XX.040. – Remote Seller Obligation to Collect Tax - Threshold Criteria—

Any seller, who does not have a physical presence in the State of Alaska, selling tangible or intangible personal property, digital products, or services rendered within or delivered to the taxing jurisdiction shall collect and remit sales tax in compliance with all applicable procedures and requirements of law as if the seller had a physical presence in the State of Alaska or taxing jurisdiction, provided the seller has met one of the following criteria in the previous calendar year or the current calendar year:

- 1. The seller's annual statewide gross revenue, or seller's marketplace facilitator's annual statewide gross revenue, from the sale(s) of property, digital product or services delivered into the state meets or exceeds one hundred thousand dollars; or
- 2. The seller, or seller's marketplace facilitator, sold property, digital products, or services delivered into the state in one hundred or more separate transactions.

### XX.XX.050. – No Retroactive Application

The obligations to collect and remit sales tax required by this [chapter] are applicable upon the effective date of the Remote Seller Sales Tax Code.

### XXX.XX..060 – Payment and Collection

Pursuant to this Code, taxes imposed shall be due and paid by the buyer to the remote seller at the time of the sale or service, or with respect to credit transactions, at the time of collection. It shall be the duty of each remote seller making taxable sales or providing taxable services to collect the taxes from the buyer and to hold those taxes in trust for the taxing authority. Failure by the remote seller to collect the tax shall not affect the remote seller's responsibility for payment therefor to the taxing jurisdiction.

### XXX.XX..070 – Remote Seller Registration Requirement

If a seller's or a seller's marketplace facilitator's gross statewide sales from the previous calendar year or the current calendar year meets or exceeds the above criteria, the seller is expected to register with [the commission] and collect and remit sales tax beginning the first calendar day in the quarterly tax period after the conditions herein are met.

- A. A remote seller meeting the threshold criteria shall apply for a certificate of sales tax registration within twenty (20) calendar days of the adoption of this Remote Seller Sales Tax Code or within twenty (20) calendar days of meeting the threshold, whichever occurs second. Registration shall be to the Commission on forms prescribed by the Commission.
- B. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. The failure of the Commission to issue a certificate of registration does not relieve the seller of its duty to collect and remit sales taxes.
- C. Each business entity shall have a sales tax registration under the advertised name.
- D. The sales tax certificate is non-assignable and non-transferable.

### XX.XX..080. - Tax jurisdiction – Point of Taxation

The rate of tax to be added to the sale price is based on the location where the property, digital product, or service, is received. Delivery of property, product, or service can be transferred physically or electronically.

### XX.XX..090.-Tax Filing Schedule

- A. All remote sellers subject to this Code shall file a return on a form or in a format prescribed by the Commission and shall pay the tax due.
- B. *Quarterly Filing.* Filing of sales tax returns are due quarterly.
- C. *Filing to be Continuous.* A remote seller who has filed a sales tax return will be presumed to be making sales in successive periods unless the remote seller files a return showing a termination or sale of the business in accordance with XXX.XX.XXX.
- D. The completed and executed return, together with the remittance in full for the amount of the tax due, shall be transmitted to and must be received (not merely postmarked) by the Commission on or before 3:30 pm Alaska time by the deadline indicated herein:

Quarter 1 (January – March)

April 30

|                                |            |
|--------------------------------|------------|
| Quarter 2 (April – June)       | July 31    |
| Quarter 3 (July – September)   | October 31 |
| Quarter 4 (October – December) | January 31 |

- E. If the last day of the month following the end of the filing period falls on a Saturday, Sunday or federal or state holiday, the due date will be extended until the next business day immediately following. Exceptions will be made for proper proof of remittance (such as certified mail receipt, weigh bill, etc.) showing timely submittal.
- F. Any remote seller holding a remote seller registration shall file a sales tax return even though no tax may be due. This return shall show why no tax is due. If the remote seller intends to continue doing business they shall file a return reflecting no sales and a statement indicating their intent to continue doing business, and shall continue to do so each filing period until they cease doing business or sell the business. If the remote seller intends to cease doing business, they shall file a final return and a statement of business closure.
- G. The remote seller shall prepare the return and remit sales tax to the Commission on the same basis, cash or accrual, which the remote seller uses in preparing its federal income tax return. The remote seller shall sign the return, and transmit the return, with the amount of sales tax that it shows to be due, to the Commission.
- H. Remote sellers failing to comply with the provisions of this Code shall, if required by the Commission, file and transmit collected sales taxes monthly until such time as they have demonstrated to the Commission that they are or will be able to comply with the provisions of this Code. Six (6) consecutive on-time sales tax filings, with full remittance of the sales taxes collected, shall establish the presumption of compliance and return to quarterly filing status.
- I. Sales tax returns shall be accompanied by proof, satisfactory to the Commission, as to claimed exemptions or exceptions from tax herein imposed. In the absence of proof, the sales, rentals or services shall be deemed to have been taxable. The burden of establishing any tax exemption is upon the claimant.
- J. The preparer of the sales tax return form shall keep and maintain all documentation supporting any and all claims of exempted sales and purchases and be able to produce the documentation if requested by the city. Documentation for exempted sales should include the number of the city exemption authorization card presented by the buyer at the time of the purchase, the date of the purchase, the name of the person making the purchase, the organization making the purchase, the total amount of the purchase and the amount of sales taxes exempted. Failure to provide such documentation may invalidate that portion of the claim of exemption for which no documentation is provided.

#### XX.XX.100.- Estimated Tax

- A. In the event the Commission is unable to ascertain the tax due from a remote seller by reason of the failure of the remote seller to keep accurate books, allow inspection, or file a return, or by reason of the remote seller filing a false or inaccurate return, the Commission may make an estimate of the tax due based on any evidence in their possession.
- B. Sales taxes may also be estimated, based on any information available, whenever the Commission has reasonable cause to believe that any information on a sales tax return is not accurate.
- C. A remote seller's tax liability under this Code may be determined and assessed for a period

of three (3) years after the date the return was filed or due to be filed with the Commission. No civil action for the collection of such tax may be commenced after the expiration of the three- (3-) year period except an action for taxes, penalties and interest due from those filing periods that are the subject of a written demand or assessment made within the three- (3-) year period, unless the seller waives the protection of this section.

- D. The Commission shall notify the remote seller, in writing, that the Commission has estimated the amount of sales tax that is due from the remote seller, stating the estimated amount. The Commission shall serve the notice on the remote seller by delivering the notice to the remote seller's place of business, or by mailing the notice by certified mail, return receipt requested, to the remote seller's last known mailing address. A remote seller who refuses the certified mail will be considered to have accepted the certified mail for purposes of service.
- E. The Commission's estimate of the amount of sales tax that is due from a remote seller shall become a final determination of the amount that is due unless the remote seller, within fifteen (15) calendar days after service of notice of the estimated tax:
  - 1. Files a complete and accurate sales tax return for the delinquent periods supported by satisfactory records and accompanied by a full remittance of all taxes, interest, penalties, costs and other charges due; or
  - 2. Files a written notice with the Commission appealing the estimated tax amount in accordance with the appeal procedures set out in XX.XX.XXX.
  - 3. Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting an appeal of an assessment are:
    - a. The identity of the remote seller is in error;
    - b. The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for appeal); or
    - c. The remote seller disputes the denial of exemption(s) for certain sales.
- F. The amount of sales tax finally determined to be due under this section shall bear interest and penalty as provided in XX.XXX.160, from the date that the sales tax originally was due, plus an additional civil penalty of fifty dollars (\$50) for each calendar month or partial month for which the amount of sales tax that is due has been determined.

#### XX.XX.110.-Returns – filing contents

- A. Every seller required by this chapter to collect sales tax shall file with the Commission upon forms furnished by it a return setting forth the following information with totals rounded to the nearest dollar:
  - 1. Gross sales
  - 2. The nontaxable portions separately stating the amount of sales revenue attributable to each class of exemption;
  - 3. Computation of taxes to be remitted;
  - 4. Such other information as may be required by the commission.
- B. Each tax return remitted by a remote seller shall be signed by a responsible individual who shall attest to the completeness and accuracy of the information on the tax return.
- C. The Commission reserves the right to reject a filed return for failure to comply with the



requirements of this Code for up to three (3) months from the date of filing. The Commission shall give written notice to a remote seller, via certified mail, that a return has been rejected, including the reason for the rejection.

#### XX.XX.120 – Refunds

- A. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.
- B. If the claimant is a remote seller, and the tax refund is owed to any buyer, the remote seller submits, and the commission approves, a refund plan to all affected buyers.

#### XX.XX.130. – Amended Returns

- A. A remote seller may file an amended sales tax return, with supporting documentation, and the Commission may accept the amended return, but only in the following circumstances:
  - i. The amended return is filed within one (1) year of the original due date for the return; and
  - ii. The remote seller provides a written justification for requesting approval of the amended return; and
  - iii. The remote seller agrees to submit to an audit upon request of the Commission.
- B. The Commission shall notify the remote seller in writing whether it accepts or rejects an amended return, including the reasons for any rejection.
- C. The Commission may adjust a return for a remote seller if, after investigation, the Commission determines the figure included in the original returns are incorrect, and that additional sales taxes are due; and the Commission adjusts the return within two (2) years of the original due date for the return.

#### XX.XX.140. – Application of Sales Tax Payments

- A. Payments on sales tax accounts shall be applied to the oldest balance due, by sales tax period, in the following order: (1) first to accrued fees and costs, (2) then accrued interest, (3) then accrued penalty, (4) then to the tax principal, and (5) then the next oldest balance due, in the above order, and so forth, until the payment is applied in full; except as otherwise provided in this section.
- B. Payment on sales taxes submitted with sales tax returns shall be applied to the most current return period, in the following order: (1) first to accrued interest, (2) then to accrued penalty, and (3) then to the tax principal. Any remaining moneys shall be applied as in subsection A of this section.
- C. Payments on sales tax accounts where sales tax liens have been recorded to secure payment on the accounts shall be applied to the oldest balance due, by sales tax period, in the order listed in subsection A of this section.

#### XX.XX.150. – Extension of Time to File Tax Return

Upon written application of a seller, stating the reasons therefor, the finance director may extend the time to file a sales tax return but only if the finance director finds each of the following:

- 1. For reasons beyond the seller's control, the seller has been unable to maintain in a current condition the books and records that contain the information required to complete the return;
- 2. Such extension is a dire necessity for bookkeeping reasons and would avert undue hardship



upon the seller;

3. The remote seller has a plan to cure the problem that caused the seller to apply for an extension and the remote seller agrees to proceed with diligence to cure the problem;
4. At the time of the application, the remote seller is not delinquent in filing any other sales tax return, in remitting sales tax to the city or otherwise in violation of this chapter;
5. No such extension shall be made retroactively to cover existing delinquencies

#### XX.XX.160 – Audits

- A. Any remote seller who has established a sales tax account with the Commission, who is required to collect and remit sales tax, or who is required to submit a sales tax return is subject to a discretionary sales tax audit at any time. The purpose of such an audit is to examine the business records of the remote seller in order to determine whether appropriate amounts of sales tax revenue have been collected by the seller and remitted to the Commission.
- B. The Commission is not bound to accept a sales tax return as correct. The Commission may make an independent investigation of all retail sales or transactions conducted within the State or taxing jurisdiction.
- C. The records that a remote seller is required to maintain under this chapter shall be subject to inspection and copying by authorized employees or agents of the Commission for the purpose of auditing any return filed under this chapter, or to determine the remote seller's liability for sales tax where no return has been filed.
- D. In addition to the information required on returns, the Commission may request, and the remote seller must furnish, any reasonable information deemed necessary for a correct computation of the tax.
- E. The Commission may adjust a return for a remote seller if, after investigation or audit, the Commission determines that the figures included in the original return are incorrect, and that additional sales taxes are due; and the Commission adjusts the return within three (3) years of the original due date for the return.
- F. For the purpose of ascertaining the correctness of a return or the amount of taxes owed when a return has not been filed, the Commission may conduct investigations, hearings and audits and to that end may examine any relevant books, papers, statements, memoranda, records, accounts or other writings of any seller at any reasonable hour on the premises of the seller and may require the attendance of any officer or employee of the seller. Upon written demand by the Commission, the remote seller shall present for examination, in the office of the Commissioner, such books, papers, statements, memoranda, records, accounts and other written material as may be set out in the demand unless the Commission and the person upon whom the demand is made agree to presentation of such materials at a different place.
- G. The Commission may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any remote seller refuses to obey any such subpoena, the Commissioner may refer the matter to the Commission's attorney for an application to the superior court for an order requiring the remote seller to comply therewith.
- H. Any remote seller or person engaged in business who is unable or unwilling to submit their records to the Commission shall be required to pay the Commission for all necessary expenses incurred for the examination and inspection of their records maintained outside the Commission.
- I. After the completion of a sales tax audit, the results of the audit will be sent to the business

owner's address of record.

- J. In the event the Commissioner, upon completion of an audit, discovers more than five hundred dollars (\$500) in additional sales taxes due from a seller resulting from a remote seller's failure to accurately report sales and taxes due thereupon, the remote seller shall bear responsibility for the full cost of the audit. The audit fee assessment will be in addition to interest and penalties applicable to amounts deemed to be delinquent by the Commissioner at the time of the conclusion of the audit.

#### XX.XX.170.- Audit protest

- D. If the remote seller wishes to dispute the amount of the estimate, or the results of an examination or audit, the remote seller must file a written protest with the Commission, within 30 calendar days of the date of the notice of estimated tax or results of an audit or examination. The protest must set forth:
  - 1. The remote seller's justification for reducing or increasing the estimated tax amount, including any missing sales tax returns for the periods estimated; or
  - 2. The remote seller's reasons for challenging the examination or audit results.
- E. In processing the protest, the taxing jurisdiction may hold an informal meeting or hearing with the remote seller, either on its own or upon request of the remote seller, and may also require that the remote seller submit to an audit, if one was not previously conducted or a more formal audit, if an estimation audit was previously performed.
- F. The taxing jurisdiction shall make a final written determination on the remote seller's protest and mail a copy of the determination to the remote seller.
- G. If a written protest is not filed within 30 days of the date of the notice of estimated tax or the result of a review, audit or examination, then the estimated tax, review, audit or examination result shall be final, due and owing.

#### XX.XX.180. – Penalties and Interest for Late Filing

- A. A late filing fee of twenty-five dollars (\$25) per quarter or partial quarter shall be added to all late-filed sales tax reports in addition to interest and penalties.
- B. Delinquent sales tax bear interest at the rate of fifteen percent (15%) per annum until paid.
- C. In addition, delinquent sales tax shall be subject to an additional penalty of twenty percent (20%). The penalty does not bear interest.
- D. Penalties and interest shall be assessed and collected in the same manner as the tax is assessed and collected.
- E. The filing of an incomplete return, or the failure to remit all taxes, shall be treated as the filing of no return.
- F. A penalty assessed under this section for the delinquent remittance of sales tax or failure to file a sales tax return may be waived by the Commission, upon written application of the remote seller accompanied by a payment of all delinquent sales tax, interest and penalty otherwise owed by the remote seller to the Commission [and taxing jurisdiction], within forty-five (45) calendar days after the date of delinquency. A remote seller may not be granted more than one (1) waiver of penalty under this subsection in any one calendar year. The Commission shall report such waivers of penalty to the taxing jurisdiction, in writing.

#### XX.XX.190 – Repayment Plans

- A. The Commission may agree to enter into a repayment plan with a delinquent remote seller. No repayment plan shall be valid unless agreed to by both parties in writing.
- B. A remote seller shall not be eligible to enter into a repayment plan with the Commission if the remote seller has defaulted on a repayment plan in the previous two (2) calendar years.
- C. The repayment plan shall include a secured promissory note that substantially complies with the following terms:
  - i. The remote seller agrees to pay a minimum of ten percent (10%) down payment on the tax, interest and penalty amount due. The down payment shall be applied first to penalty, then to accumulated interest, and then to the tax owed.
  - ii. The remote seller agrees to pay the balance of the tax, penalty and interest owed in monthly installments over a period not to exceed two (2) years.
  - iii. Interest at a rate of fifteen (15%) percent per annum shall accrue on the principal sum due. Interest shall not apply to penalties owed or to interest accrued at the time the repayment plan is executed or accruing during the term of the repayment plan.
  - iv. If the remote seller is a corporation or a limited liability entity the remote seller agrees to provide a personal guarantee of the obligations under the repayment plan.
  - v. The remote seller agrees to pay all future tax bills in accordance with the provisions of this chapter.
  - vi. The remote seller agrees to provide a security interest in the form of a sales tax lien for the entire unpaid balance of the promissory note to be recorded by the Commission at the time the repayment plan is signed. The remote seller shall be responsible for the cost of recording the tax lien.
- D. If a remote seller fails to pay two (2) or more payments as required by the repayment plan agreement, the remote seller shall be in default and the entire amount owed at the time of default shall become immediately due. The Commission will send the remote seller a notice of default. The Commission may immediately foreclose on the sales tax lien or take any other remedy available under the law.

#### XX.XX.200. – Remote Seller record keeping requirements - loss of records

Every remote seller engaged in activity subject to this chapter shall keep and preserve suitable records of all sales made by the remote seller and such other books or accounts as may be necessary to determine the amount of tax which he is obliged to collect. Every remote seller shall preserve suitable records of sales for a period of three (3) years from the date of the return reporting such sales, and shall preserve for a period of three years all invoices of goods and merchandise purchased for resale, and all such other books, invoices and records as may be necessary to accurately determine the amount of taxes which the seller was obliged to collect under this chapter.

#### XX.XX.210 Cessation or Transfer of Business

- A. A remote seller who sells, leases, conveys, forfeits, transfers or assigns any portion of their business interest, including a creditor or secured party, shall make a final sales tax return within fifteen (15) days after the date of such conveyance.
- B. At least ten (10) business days before any such sale is completed, the remote seller shall

send to the Commission, by certified first-class mail, postage prepaid, a notice that the remote seller's interest is to be conveyed and shall include the name, address and telephone number of the person or entity to whom the interest is to be conveyed.

- C. Upon notice of sale and disclosure of buyer, the Commission shall be authorized to disclose the status of the remote seller's sales tax account to the named buyer or assignee.
- D. Upon receipt of notice of a sale or transfer, the Commission shall send the transferee a copy of the sales tax code with this section highlighted.
- E. Neither the Commissioner's failure to give the notice nor the transferee's failure to receive the notice shall relieve the transferee of any obligations under this section.
- F. Following receipt of said notice, the Commission shall have sixty (60) days in which to perform a final sales tax audit and assess sales tax liability against the remote seller of the business. If the notice is not mailed at least ten (10) business days before the sale is completed, the Commission shall have twelve (12) months from the later of the completion of the sale or the Commission's knowledge of the completion of the sale within which to begin a final sales tax audit and assess sales tax liability against the seller of the business. The Commission may also initiate an estimated assessment if the requirements for such an assessment exist.
- G. A person acquiring any interest of a remote seller in a business required to collect the tax under this chapter assumes the liability of the remote seller for all taxes due the Commission [taxing jurisdiction], whether current or delinquent, whether known to the Commission or discovered later, and for all interest, penalties, costs and charges on such taxes.
- H. Before the effective date of the transfer, the transferee of a business shall obtain from the Commission an estimate of the delinquent sales tax, penalty and interest, if any, owed by the remote seller as of the date of the transfer, and shall withhold that amount from the consideration payable for the transfer, until the remote seller has produced a receipt from the Commission showing that all tax obligations imposed by this chapter have been paid. A transferee that fails to withhold the amount required under this subsection shall be liable to the Commission and taxing jurisdiction for the lesser of the amount of delinquent sales tax, penalty and interest due from the remote seller as of the date of transfer, and the amount that the transferee was required to withhold.
- I. In this section, the term "transfer" includes the following:
  - 1. A change in voting control, or in more than fifty (50) percent of the ownership interest in a remote seller that is a corporation, limited liability company or partnership; or
  - 2. A sale of substantially all of the assets used in the business of the remote seller; or
  - 3. The initiation of a lease, management agreement or other arrangement under which another person becomes entitled to the remote seller's gross receipts from sales, rentals or services.
- J. Subsection H of this section shall not apply to any person who acquires their ownership interest in the ongoing business as a result of the foreclosure of a lien that has priority over the Commission's sales tax lien.
- K. Upon termination, dissolution or abandonment of a corporate business, any officer having control or supervision of sales tax funds collected, or who is charged with responsibility for the filing of returns or the payment of sales tax funds collected, shall be personally liable for any unpaid taxes, interest, administrative costs and penalties on those taxes if such officer willfully fails to pay or cause to be paid any taxes due from the corporation. In addition, regardless of willfulness, each director of the corporation shall be jointly and severally liable

for said amounts. The officer shall be liable only for taxes collected which became due during the period he or she had the control, supervision, responsibility or duty to act for the corporation. This section does not relieve the corporation of other tax liabilities or otherwise impair other tax collection remedies afforded by law.

- L. A remote seller who terminates his or her business without the benefit of a purchaser, successor or assign shall make a final tax return and settlement of tax obligations within thirty (30) days after such termination. If a final return and settlement are not received within thirty (30) days of the termination, the remote seller shall pay a penalty of one hundred dollars (\$100), plus an additional penalty of twenty-five dollars (\$25) for each additional thirty- (30-) day period, or part of such a period, during which the final return and settlement have not been made, for a maximum of six (6) additional periods.
- M. A new or renewed business license may not be issued to a remote seller who has failed to make the return and settlement under this section until the return and settlement required have been made and the penalty imposed has been paid.

#### XX.XX.220. – Use of Information on Tax Returns

- A.
  - 1. Except as otherwise provided in this chapter, all returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by: Employees and agents of the Commission whose job responsibilities are directly related to such returns, reports and information;
  - 2. The person supplying such returns, reports and information; and
  - 3. Persons authorized in writing by the person supplying such returns, reports and information.
- B. The Commission will release information described in subsection A of this section pursuant to subpoena, order of a court or administrative agency of competent jurisdiction, and where otherwise required by law to do so.
- C. Notwithstanding subsection A of this section, the following information is available for public inspection:
  - 1. The name and address of sellers, whether or not the business is registered to collect taxes;
  - 2. Whether a business is registered to collect taxes under this chapter;
  - 3. The name and address of businesses that are sixty (60) days or more delinquent in filing returns and/or in remitting sales tax; and, if so delinquent, the amount of estimated sales tax due, and the number of returns not filed.
- D. The Commission may provide the public statistical information related to sales tax collections, provided that no information identifiable to a particular seller is disclosed.
- E. Nothing contained in this section shall be construed to prohibit the delivery to a person, or his duly authorized representative, of a copy of any return or report filed by him, nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers or sellers, nor to prohibit the furnishing of information on a reciprocal basis to other agencies or political subdivisions of the state or the United States concerned with the enforcement of tax laws.
- F. Nothing contained in this section shall be construed to prohibit the disclosure through enforcement action proceedings or by public inspection or publication of the name, estimated

balance due, and current status of payments, and filings of any seller or agent of any seller required to collect sales taxes or file returns under this chapter, who fails to file any return and/or remit in full all sales taxes due within 30 days after the required date for that business. Entry into any agreement whether pursuant to the provisions of this chapter or otherwise shall not act as any prohibition to disclosure of the records of that seller as otherwise provided in this chapter.

- G. A prospective lessee or purchaser of any business or business interest may inquire as to the obligation or tax status of any business upon presenting to the Commission a release of tax information request signed by the registered owner of the business.
- H. All returns referred to in this chapter, and all data taken therefrom, shall be kept secure from public inspection, and from all private inspection.

#### XX.XX.230 – Violations

- A. Failure to comply with any of the provisions of this Code shall be a violation and will be considered an infraction.
- B. Each act or omission in violation of this Code, and each day in which the act or omission occurs, is a separate violation of this Code.
- C. A seller that fails to file a sales tax return or remit sales tax when due, in addition to any other liability imposed by this Code, shall pay to the Commission all costs incurred by the Commission to determine the amount of the remote seller's liability or to collect the sales tax, including, without limitation, reviewing and auditing the remote seller's business records, collection agency fees, and actual reasonable attorney's fees.
- D. A person who causes or permits a corporation of which the person is an officer or director, a limited liability company of which the person is a member or manager, or a partnership of which the person is a partner, to fail to collect sales tax or to remit sales tax to the Commission as required by this Code shall be liable to the Commission for the amount that should have been collected or remitted, plus any applicable interest and penalty.  
Notwithstanding any other provision of law, and whether or not the Commission initiates an audit or other tax collection procedure, the Commission may bring a declaratory judgment action against a remote seller believed to meet the criteria of [XX.XX..040] to establish that the obligation to remit sales tax is applicable and valid under local, state and federal law. The action shall be brought in the judicial district of the taxing jurisdiction.
- E. The Commission may cause a sales tax lien to be filed and recorded against all real and personal property of a remote seller where the remote seller has:
  - 1. Failed to file sales tax returns for two consecutive filing periods as required by the Code; or
  - 2. Failed within 60 days of the end of the filing period from which taxes were due to either (a) remit all amounts due or (b) to enter into a secured payment agreement as provided in this Code.
  - 3. Prior to filing a sales tax lien, the Commission shall cause a written notice of intent to file to be mailed to the last known address of the delinquent seller.
- F. In addition to other remedies discussed in this Code, the Commission may bring a civil action to:
  - 1. Enjoin a violation of this Code. On application for injunctive relief and a finding of a



- violation or threatened violation, the superior court shall enjoin the violation.
  - 2. Collect delinquent sales tax, penalty, interest and costs of collection, either before or after estimating the amount of sales tax due under XX.XX.XXX.
  - 3. Recover a civil penalty of up to five hundred dollars (\$500) for each violation of this chapter.
  - 4. Foreclose a recorded sales tax lien as provided by law.
- G. All remedies hereunder are cumulative and are in addition to those existing at law or equity.

#### XX.XX.240 – Penalties for Violations

- A. A remote seller who violates this Code, where a fine is not otherwise specifically described in this section, shall be subject to a fine of not more than five hundred dollars (\$500) plus any surcharge required to be imposed by AS 29.25.074.
- B. A buyer or seller who knowingly or negligently submits false information in a document filed with the Commission pursuant to this Code is subject to a fine of five hundred dollars (\$500).
- C. A remote seller who knowingly or negligently falsifies or conceals information related to its business activities within the Commission is subject to a fine of five hundred dollars (\$500).
- D. A person who knowingly or negligently provides false information when applying for a certificate of exemption is subject to a fine of three hundred dollars (\$300).
- E. Any remote seller who fails to file a return required under this chapter within fifteen (15) calendar days of written notification by regular mail, regardless of whether any taxes were due for the reporting period for which the return was required, shall be subject to a penalty of twenty-five dollars (\$25) for the first sales tax return not timely filed, and fifty dollars (\$50) for each subsequent sales tax return not timely filed within a one- (1-) year period thereafter. The filing of an incomplete return shall be treated as the filing of no return.
- F. A remote seller who fails or refuses to produce requested records or to allow inspection of their books and records shall pay to the Commission a penalty equal to three (3) times any deficiency found or estimated by the Commission with a minimum penalty of five hundred dollars (\$500).
- G. A remote seller who falsifies or misrepresents any record filed with the Commission is guilty of an infraction and subject to a penalty of five hundred dollars (\$500) per document.
- H. Misuse of an exemption card is an infraction and subject to a penalty of fifty dollars (\$50) per incident of misuse;
- I. Nothing in this chapter shall be construed as preventing the Commission from filing and maintaining an action at law to recover any taxes, penalties, interest and fees due from a remote seller. The Commission may also recover full actual reasonable attorney's fees in any action against a delinquent seller.

#### XX.XX.250. – Sellers with a physical presence in the taxing jurisdiction.

Sellers with a physical presence in the taxing jurisdiction shall report, remit, and comply with standards, including audit authority, promulgated by this chapter to the taxing jurisdiction's finance department. This section applies to all sellers with a physical presence in the taxing jurisdiction even if the seller also has taxable online sales so long as the seller combines in-store and online

purchase on a single return. If the seller separates online sales and in-store purchases by filing separate returns, then the return for the online sales shall be filed with the Commission and the return for in-store sales shall be filed with the local taxing jurisdiction.

#### **XX.XX.260. – Definitions**

[Note: Idea with definitions would be for municipality to specifically adopt definitions necessary for consistency to implement both brick-and-mortar sales tax code and provisions related to remote sellers. For definitions that have no applicability to brick-and-mortar sales tax code, municipality could adopt the common definitions by reference].

**“Alcoholic beverages” means** beverages that are suitable for human consumption and contain one-half of one percent or more of alcohol by volume.

**“Booking Commissions” means** monies received from contracted or subcontracted guides, and lodging or other services sold as components of a recreational package are considered intermediate sales for resale, taxable at the final sale of the package to the buyer.

**“Buyer” means** a person to whom a sale of personal property is made or to whom a service is furnished (see purchaser).

**“Certified Automated System (CAS)” means** software certified under the Streamlined Sales and Use Tax Agreement (SSUTA) to calculate the tax imposed by each jurisdiction on a transaction, determine the amount of tax to remit to the appropriate state, and maintain a record of the transaction.

**“Certified Service Provider (CSP)” means** an agent certified under the SSUTA to perform all the seller's sales tax functions, other than the seller's obligation to remit tax on its own purchases.

**“Common carrier” means** an individual or a company, which is in the regular business of transporting freight for hire. This is distinguished from a private carrier which transports its own goods and equipment, and makes deliveries of goods sold to its customers.

**“Computer” means** an electronic device that accepts information in digital or similar form and manipulates it for a result based on a sequence of instructions.

**“Computer Software” means** a set of coded instructions designed to cause a "computer" or automatic data processing equipment to perform a task.

**“Construction materials” means** materials, goods, components, fixtures or other items that are incorporated into the construction of real property and become a permanent component of that real property.

**“Delivered electronically” means** delivered to the purchaser by means other than tangible storage media.

**“Delivery charges” means** charges by the seller of personal property or services for preparation and delivery to a location designated by the purchaser of personal property or services including, but not limited to,



transportation, shipping, postage, handling, crating, and packing.”

**“Digital Product”** See Specified Digital Product.

**“Drug”** means a compound, substance or preparation, and any component of a compound, substance or preparation, other than “food and food ingredients,” “dietary supplements” or “alcoholic beverages:”

- A. Recognized in the official United State Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official National Formulary, and supplement to any of them; or
- B. Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease; or
- C. Intended to affect the structure or any function of the body.

**“Dues, Membership and Subscription”** means monies paid for the purpose of membership, or qualifying or becoming eligible for goods or services, or discounts to goods or services.

**“Durable medical equipment”** means equipment including repair and replacement parts for same, but does not include “mobility enhancing equipment,” which:

- A. Can withstand repeated use; and
- B. Is primarily and customarily used to serve a medical purpose; and
- C. Generally is not useful to a person in the absence of illness or injury; and
- D. Is not worn in or on the body.

**“Electronic”** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

**“Entity-Based Exemption”** means an exemption based on who purchases the product or who sells the product. An exemption that is available to all individuals shall not be considered an entity-based exemption.

**“Farming supplies”** means animal food, seed, plants, fertilizers and other consumables used in an agriculture or mariculture business that sells its harvested grains, produce, meats, animal products or other farm production.

**“Feminine hygiene products”** means tampons, panty liners, menstrual cups, sanitary napkins and other similar tangible personal property designed for feminine hygiene in connection with the human menstrual cycle.

**“Food”** means any food or food product for home consumption except alcoholic beverages, tobacco, and prepared food. Food or food products includes, whether in liquid, concentrated, solid, frozen, dried, or dehydrated form, that are sold for ingestion or chewing by humans and are consumed for their taste or nutritional value.

**“Gasoline, heating fuels and other consumable fuels”** means refined petroleum and petroleum-based products used for internal combustion engines and as the primary source for residential heating or domestic hot water. This may also include other types of fossil fuels as well as fuel sources that are renewable.

**“Goods for resale”** means the sale of goods by a manufacturer, wholesaler or distributor to a retail vendor; Sales to a wholesale or retail dealer who deals in the property sold, for the purpose of resale by the dealer. B. Sales of personal property as raw material to a person engaged in manufacturing for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of a product manufactured for sale by the manufacturer. C. Sale of personal property as raw material to a licensed building contractor where the property sold becomes part of the permanent structure.

**“Intangible personal property”** means anything that is not physical in nature (i.e.; intellectual property, brand recognition, goodwill, trade, copyright and patents).

**“Lease or Rental”** means any transfer of possession or control of tangible personal property for a fixed or indeterminate term for consideration. A lease or rental may include future options to purchase or extend.

**“Load and leave”** means delivery to the purchaser by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

**“Long-term vehicle lease”** means a lease of a motor vehicle, as defined below, for a period of 24 months or longer. As used herein a "motor vehicle" is a motor vehicle, as defined in AS 28.40.100(12), that is either required to be registered under AS 28.10.011, or is exempted from registration under AS 28.10.011(6) and (11). However, "motor vehicle" does not include either an "off-highway vehicle" as defined in 13 AAC 40.010(30) or a "snowmobile" as defined in 13 AAC 40.010(49).

**“Manufacturing components”** means sales of personal property as raw material to a person engaged in manufacturing for sale, where the property sold is consumed in the manufacturing process of, or becomes an ingredient or component part of a product manufactured for sale by the manufacturer.

**“Marijuana accessories”** means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body;

**“Marijuana and marijuana products”** means per AS 17.38.900 all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products, or industrial hemp as defined in AS 03.05.100;

**“Marketplace Facilitator”** means a person that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller's products through a physical or electronic marketplace operated by the person, and engages:

- (a) Directly or indirectly, through one or more affiliated persons in any of the following:
  - (I) Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
  - (ii) Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
  - (iii) Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
  - (iv) Software development or research and development activities related to any of the activities described in (b) of this subsection (3), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person; and

(b) In any of the following activities with respect to the seller's products:

- (I) Payment processing services;

- (ii) Fulfillment or storage services;
- (iii) Listing products for sale;
- (iv) Setting prices;
- (v) Branding sales as those of the marketplace facilitator;
- (vi) Order taking;
- (vii) Advertising or promotion; or
- (viii) Providing customer service or accepting or assisting with returns or exchanges.

**“Medical equipment and supplies, and prescription”** means all medicines, medical goods or equipment prescribed by a health care provider licensed to practice in the United States.

**“Mobility enhancing equipment”** means equipment including repair and replacement parts to same, but does not include “durable medical equipment,” which:

- A. Is primarily and customarily used to provide or increase the ability to move from one place to another and which is appropriate for use either in a home or a motor vehicle; and
- B. Is not generally used by persons with normal mobility; and
- C. Does not include any motor vehicle or equipment on a motor vehicle normally provided by a motor vehicle manufacturer.

**“Newspaper”** means a publication of general circulation bearing a title, issued regularly at stated intervals at a minimum of at least two weeks, and formed of printed paper sheets without substantial binding. It must be of general interest, containing information of current events. The word does not include publications devoted solely to a specialized field. It shall include school newspapers, regardless of the frequency of the publication, where such newspapers are distributed regularly to a paid subscription list.

**“Economic Nexus”** means the seller has established a taxable connection within Alaska of \$100,000 in sales or 100 transaction.

**“Nonprofit organization”** means a business that has been granted tax-exempt status by the Internal Revenue Service (IRS); means an association, corporation, or other organization where no part of the net earnings of the organization inures to the benefit of any member, shareholder, or other individual.

**“Over the counter drug”** means a drug that contains a label that identifies the product as a drug as required by 21 C.F.R. § 201.66. A member state may exclude “grooming and hygiene products” from this definition. The “over-the-counter-drug” label includes:

- A. A “Drug Facts” panel; or B. A statement of the “active ingredient(s)” with a list of those ingredients contained in the compound, substance or preparation.

**“Periodical”** means any bound publication other than a newspaper that appears at stated intervals, each issue of which contains news or information of general interest to the public, or to some particular organization or group of persons. Each issue must bear a relationship to prior or subsequent issues with respect to continuity of literary character or similarity of subject matter, and sufficiently similar in style and format to make it evident that it is one of a series.

**“Person”** means an individual, trust, estate, fiduciary, partnership, limited liability company, limited liability partnership, corporation, or any other legal entity.

**“Point of Delivery”** See “Sourcing”.<sup>[KS1]</sup>

**“Precious metals”** means any precious metal, including but not limited to gold, silver, platinum and

palladium, that has been put through a process of refining and is in such a state or condition that its value depends upon its precious metal content (such as an ingot or bar) and not its form (such as jewelry or artwork) .

**“Prepared food”** means:

- A. Food sold in a heated state or heated by the seller;
  - B. Two or more food ingredients mixed or combined by the seller for sale as a single item; or
  - C. Food sold with eating utensils provided by the seller, including plates, knives, forks, spoons, glasses, cups, napkins, or straws. A plate does not include a container or packaging used to transport the food.
- “Prepared food” in B. does not include food that is only cut, repackaged, or pasteurized by the seller, and eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration in chapter 3, part 401.11 of its Food Code so as to prevent food borne illnesses.

**“Prescription”** means an order, formula or recipe issued in any form of oral, written, electronic, or other means of transmission by a duly licensed practitioner authorized by the laws of the member state.

**“Prewritten computer software”** means “computer software,” including prewritten upgrades, which is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more “prewritten computer software” programs or prewritten portions thereof does not cause the combination to be other than “prewritten computer software.” “Prewritten computer software” includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than the specific purchaser. Where a person modifies or enhances “computer software” of which the person is not the author or creator, the person shall be deemed to be the author or creator only of such person’s modifications or enhancements. “Prewritten computer software” or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains “prewritten computer software;” provided, however, that where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for such modification or enhancement, such modification or enhancement shall not constitute “prewritten computer software.”

**“Product-Based Exemptions”** means an exemption based on the description of the product and not based on who purchases the product or how the purchaser intends to use the product.

**“Prosthetic Device”** means replacement, corrective, or supportive device including repair and replacement parts for same worn on or in the body to:

- A. Artificially replace a missing portion of the body;
- B. Prevent or correct physical deformity or malfunction; or
- C. Support a weak or deformed portion of the body.

**“Purchaser”** means a person to whom a sale of personal property is made or to whom a service is furnished<sup>[KS2]</sup>.

**“Quarter”** means trimonthly periods of calendar year; January-March, April-June, July-September, and October-December.

**“Receive or Receipt”** means

- A. Taking possession of tangible personal property;
  - B. Making first use of services;
  - C. Taking possession or making first use of digital goods, whichever comes first; or
- The terms "receive" and "receipt" do not include possession by a shipping company on behalf of the purchaser.

“Remote Seller” means

“**Resale of Services**” means sales of intermediate services to a business the charge for which will be passed directly by that business to a specific buyer

“**Sale or retail sale**” means any sale, lease, or rental for any purpose other than for resale, sublease, or subrent.

“**Sales-Type Lease**” means at lease commencement, (1) the lease transfers ownership of the underlying property, goods, or services to the lessee by the end of the lease term; (2) the lease grants the lessee an option to purchase the underlying property, goods, or services that the lessee is reasonably certain to exercise; (3) the lease term is for the major part of the remaining economic life of the underlying property, goods, or services. However, if the commencement date falls at or near the end of the economic life of the underlying property, goods, or services, this criterion shall not be used for purposes of classifying the lease; (4) the present value of the sum of the lease payments and any residual value guaranteed by the lessee that is not already reflected in the lease payments equals or exceeds substantially all of the fair value of the underlying property, goods, or services; (5) the underlying property, goods, or services is of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the lease term.

“**Seller**” means a person making sales, leases, or rentals of personal property or services.

“**Senior citizen**” means any individual defined by a taxing jurisdiction as qualifying for an age-based exemption from sales tax.

“**Services**” means includes all services of every manner and description, which are performed or furnished for compensation, including but not limited to:

1. Professional services;
2. Services in which a product or sale or property may be involved, including personal property made to order;
3. Utilities and utility services not constituting a sale of personal property, including but not limited to sewer, water, solid waste collection or disposal, electrical, telephone services and repair, natural gas, cable or satellite television, and Internet services;
4. The sale of transportation services;
5. Services rendered for compensation by any person who furnishes any such services in the course of his trade, business, or occupation, including all services rendered for commission;
6. Any other services, including advertising, maintenance, recreation, amusement, and craftsman services.

“**Short term rental**” means provision of room or unit for lodging less than 30 days.

“**Software downloads**” means software, applications, services and other digital programming for computers, tablets, smartphones and other electronic devices shall be subject to sales and use taxes. This includes online subscriptions or purchases of news services, publications, audio books and other similar electronic versions of printed materials.

“**Software maintenance contracts**” means a “computer software maintenance contract” is a contract that obligates a vendor of computer software to provide a customer with future updates or upgrades to computer

software, support services with respect to computer software or both.

A “mandatory computer software maintenance contract” is a computer software maintenance contract that the customer is obligated by contract to purchase as a condition to the retail sale of computer software.

An “optional computer maintenance contract” is a computer software maintenance contract that a customer is not obligated to purchase as a condition to the retail sale of computer software.

“**Sourcing**”<sup>KS3</sup><sup>KS4</sup> means the retail sale, excluding lease or rental, of a product shall be sourced as follows:

1. When the product is received by the purchaser at a business location of the seller, the sale is sourced to that business location.
2. When the product is not received (or paid for) by the purchaser at a business location of the seller, the sale is sourced to the location where receipt by the purchaser (or the purchaser's recipient, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery as supplied by the purchaser (or recipient) and as known to the seller.
3. For products transferred electronically, or other sales where the remote merchant lacks a delivery address for the purchaser, the merchant shall source the sale to the billing address of the buyer.

“**Specified digital product**” means a product sold to a purchaser who is an end user or with less than the right of permanent use granted by the seller or use which is conditioned upon continued payment from the purchaser. “Specified digital products” means electronically transferred:

“Digital Audio-Visual Works” which means a series of related images which, when shown in succession, impart an impression of motion, together with accompanying sounds, if any,

“Digital Audio Works” which means works that result from the fixation of a series of musical, spoken, or other sounds, including ringtones, and

“Digital Books” which means works that are generally recognized in the ordinary and usual sense as “books”.

“**Streaming services**” means digital content provided online for on-demand consumption rather than downloadable consumption. This typically includes, but is not limited to, video and audio files.

“**Tangible personal property**” means personal property that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses. “Tangible personal property” includes electricity, water, gas, steam, and prewritten computer software.

“**Telecommunications**”

“**Tobacco**” means cigarettes, cigars, chewing or pipe tobacco, or any other item that contains tobacco.

“**Transferred electronically**” means obtained by the purchaser by means other than tangible storage media.

“**Unit**” means a room or single space that is customarily advertised and rented at a flat rate regardless of the number of occupants.

**Bylaws  
of the  
Alaska Municipal Sales Tax Administration**

**Article I - Offices**

**Section 1. Registered Officed**

A registered office will be maintained by the Corporation in the State of Alaska at such location as the Board of Directors, from time to time, designates.

**Section 2. Other Offices**

The Corporation also may have offices at such other places as the Board of Directors determines or the business of the Corporation may require.

**Article II – Members**

**Section 1. Qualifications**

- (a) The Corporation will have one class of voting members consisting of taxing authorities in Alaska defined as political subdivisions of the State of Alaska, including cities and boroughs.
- (b) The Corporation may enter into an Alaska Municipal Sales Tax Administration Management Agreement with a member.
- (c) All members must be signatories to the Alaska Remote Sales Tax Compact and dues-paying members of the Alaska Municipal League.
- (d) As a basis for membership, the Board of Directors will require the member to provide a certified copy of an ordinance (in the case of a municipality and its subdivisions) enacted by the corresponding governing body. The following approvals and authorizations must be contained within the ordinance:
  - (i) Approval of public entity membership in the Corporation and the terms and conditions of the management agreement between the Corporation, the member and other members of the Corporation;
  - (ii) Authorization for one or more officers of the municipality to execute and deliver the management agreement and any amendments to it to the Corporation and to do other acts to allow the municipality to become a member of the Corporation; and
  - (iii) Authorization of the transfer of public funds of the municipality to the Corporation for collection and remittance by the Corporation.

**Section 2. Location of Meetings.**

All meetings of members, for the purpose of electing directors and for the transaction of such other business as properly may come before the members, will be held during the week of the annual conference of the Alaska Municipal League normally held in November of each year or on such other day and at such time as will be designated by the Board of Directors.



### Section 3. Special Meetings.

Special meetings of the members may be called at any time by the President, the Board of Directors, or members holding not less than one-tenth of all the votes entitled to be cast at such meeting.

### Section 4. Notice of Meetings.

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, will be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally, by email or mail to each member of record entitled to vote at such meeting. Only members of record on the record date established by the Board of Directors pursuant to Section 6 of this Article II will be entitled to notice of such meeting.

### Section 5. Quorums and Adjournments.

Members holding at least one-third of the votes entitled to be cast, present in person or by electronic media, will constitute a quorum at all meetings of the members for the transaction of business except as otherwise, provided by applicable law or by the Compact. If, however, such quorum initially is not present or represented at any meeting of the members, those members present may conduct their business but take no action. At such reconvened meeting at which a quorum is present, any action may be transacted that might have been transacted at the original meeting.

### Section 6. Voting Rights.

- (a) The persons entitled to receive notices of and to vote at any member meeting will be determined from the records of the Corporation on the record date of mailing of the notice or on such other record date determined by the Board of Directors, but in no event more than 50 nor less than 10 days before such meeting fixed in advance by the Board of Directors.
- (b) A public entity will be entitled to vote as a member of the Corporation at an annual or special meeting of members; provided that the public entity has on the record date determined by the Board of Directors for that meeting a current management agreement.
- (c) Except, and to the extent, provided otherwise by express provision of applicable law or of the Compact of the Corporation, each member entitled to vote at a meeting of members will have one vote registered in the name of the member in the membership books of the Corporation.
- (d) If a quorum is present at any meeting, the affirmative vote of a majority of the votes represented at the meeting and entitled to vote on the subject matter will be the act of the members, unless by express provision of statute or of the Compact of the Corporation a different vote is required, in which case such express provision will govern and control.



### Section 7. Meeting by Electronic Media.

The members may meet and transact business at an annual meeting or a special meeting by electronic media if the following procedure is followed: (1) notice to members of the time and locations where the meeting will be held by electronic media has been given in the same manner as if the meeting were held in a single location; (2) members in attendance can hear and have the same right to participate in the meeting as if the meeting were conducted in person; and (3) copies of pertinent reference materials, statutes, regulations and audio-visual materials are reasonably available to the members. A meeting by electronic media as provided in this Section 7 has the same legal effect as a meeting in person.

### Section 8. Voting by Members.

A vote of a public entity which is a member of the Corporation may be voted by such officer or agent as the chief administrative officer that public entity may prescribe.

## **ARTICLE III - DIRECTORS**

### Section 1. Powers.

All corporate powers will be exercised by or under the authority of, and the business and affairs of the Corporation will be managed under the direction of, the board of directors of the Corporation ("Board of Directors") except as expressly provided otherwise under Alaska Statutes, the Compact of the Corporation or these Bylaws.

### Section 2. Number.

(a) The number of directors which will constitute the whole Board of Directors will be seven until the number is changed by adoption of a resolution amending these Bylaws by at least a simple majority of the Board of Directors; provided that the board of directors of the Alaska Municipal League will at all times have power to nominate, elect and otherwise appoint persons to a designated simple majority of the positions on the Board of Directors, and the members will at an annual or special meeting of members of the Corporation have power to nominate and elect persons to the other remaining designated positions on the Board of Directors.

(b) No reduction in the number of directors will have the effect of removing any director prior to the expiration of that person's term of office.

### Section 3. Term.

(a) At the first annual election of directors and at each annual meeting thereafter persons will be elected to the Board of Directors to hold office until each successor is elected, qualified, and accepts office.

(b) The Board of Directors will be divided into three classes: Class I, Class II and Class III. Each such class will consist, as nearly as possible, of one-third of the whole number of the Board. The initial Class I directors as determined by the initial Board of Directors will serve until the next Annual Meeting following such date. The initial Class II directors as determined by the initial Board of Directors will serve until the second Annual Meeting following such date.

The initial Class III directors as determined by the initial Board of Directors will serve until the third Annual Meeting following such date. In the case of each such class, such directors will serve, subject to vacancy, until their respective successors will be elected and will be qualified. At each Annual Meeting after the date of such filing, the directors chosen to succeed those whose terms will have expired will be elected to hold office for a term to expire at the third succeeding Annual Meeting after their election and, subject to vacancy, until their respective successors will be elected and will be qualified. If the number of directors is changed, any increase or decrease will be apportioned among such classes so as to maintain all classes as equal in number as possible, and any additional director elected to any class will hold office for a term which will coincide with the terms of the other directors in such class.

(c) As used in these Bylaws, the terms "whole Board" or "entire Board" will mean the number of directors the Corporation would have under these Bylaws at the time of determination if there were no vacancies.

#### Section 4. Vacancies.

(a) A vacancy on the Board of Directors will exist upon the death, resignation or removal of any director.

(b) Any director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any such resignation will take effect upon receipt of such notice or at any later time specified in the notice. In the event the resignation of a director is tendered to take effect at a future time, a successor may be elected to take office when the resignation becomes effective.

(c) Vacancies on the Board of Directors will be filled as follows:

(i) If pertaining to a director position within the allocation of directors to the Alaska Municipal League under Section 2 of this Article III, by a majority vote of the board of directors of the Alaska Municipal League at a regular or special meeting of the board of directors of the Alaska Municipal League; and

(ii) If pertaining to a director position within the allocation of directors to the members under Section 2 of this Article III, by the Board of Directors.

(iii) Each director so elected will hold office for the balance of the unexpired term of that person's predecessor and until that person's successor is elected, qualified and accepts office.

(d) In no case may a vacancy continue for longer than six months or until the next annual meeting of the members, whichever first occurs.

#### Section 5. Qualifications.

(a) The qualifications for individuals appointed or elected to the Board of Directors are as follows:

(i) Must be at least 21 years of age; and

(ii) If to be elected by the members of the Corporation, must be nominated by at least one member of the Corporation; and

(iii) If to be appointed by the board of directors of the Alaska Municipal League, must be designated as the representative of the Alaska Municipal League.

(iv) Board members must be an employee or elected official of a member entity with an active member agreement.

(b) In addition to the provisions of (a) of this Section 5, the composition of the Board of Directors must at all times meet the following criteria:

(i) A simple majority of the Board of Directors must be composed of individuals appointed by the board of directors of the Alaska Municipal League and designated as its authorized representatives;

(ii) The Board of Directors must be composed of individuals each of whom displays demonstrated professional competence in the fields of taxation, finance, accounting or business.

(iii) The Board of Director should reflect member interests, according to the following:

- (A) Three (3) members with revenue greater than higher third of overall revenue
- (B) Two (2) members with revenue greater than the lowest third but less than the higher third of overall revenue
- (C) One (1) member with revenue less than the lower third of overall revenue
- (D) One (1) member with collection/distribution responsibilities for other members

#### Section 6. Executive Committee, Other Committees.

(a) The Board of Directors, by resolution adopted by at least a majority vote of the entire Board of Directors, may designate, from among its members, an Executive Committee of that board composed of at least three directors. The Executive Committee will have authority as set forth by resolution of the Board of Directors or these Bylaws, except as provided in (b) of this Section 6.

(b) The following areas of responsibility are expressly reserved to the Board of Directors and will not be delegated to the Executive Committee:

- (i) Designating candidates for the office of director or filling vacancies on the Board of Directors or any committee of the Board;
- (ii) Adopting, altering, amending or repealing the Bylaws;
- (iii) Approving a plan or merger, sale of assets or other reorganization of the Corporation;

(iv) Authorizing, approving or ratifying contracts or other transactions involving the Corporation.

(c) The designation of the Executive Committee, the delegation to that committee of authority or action by that committee under that authority does not alone constitute compliance by a member of the Board of Directors or that committee with the responsibility imposed by law including to act in good faith, in a manner the member reasonably believes to be in the best interests of the Corporation, and with the care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(d) The Board of Directors, by resolution adopted by at least a majority vote of the entire Board of Directors, may designate, from among its members or otherwise, other committees for specific purposes of the board not otherwise inconsistent with these Bylaws.

#### Section 7. Meetings.

(a) Regular or special meetings of the Board of Directors or of the Executive Committee will be held at such place as may be designated from time to time by the Board of Directors or any other person calling the meeting. Meetings of the Board of Directors may be called by the President or by at least three directors on the Board of Directors. Meetings of the Executive Committee or another committee appointed by the Board of Directors may be called by the chair of that committee or by at least two members of that committee, as the case may be.

(b) The first meeting of each newly elected Board of Directors will be held, without notice, immediately following the adjournment of the annual meeting of members.

(c) Regular meetings of the Board of Directors, or of the Executive Committee, or of another committee appointed by the board may be held, without notice, at such time and place, as will from time to time be fixed by the board or these Bylaws.

(d) Special meetings of the Board of Directors, or of the Executive Committee, or of another committee appointed by the board will be held upon either notice in writing sent 5 days before the meeting or notice by electronic means, personal messenger, or comparable person-to-person communication given at least 72 hours before the meeting. In the case of a special meeting, the notice must include disclosure of the business to be transacted and the purpose of the meeting.

(e) Any meeting of the Board of Directors, or of the Executive Committee, or of another committee appointed by the board which has been duly noticed and which could properly be held by the directors attending in person, may, at the discretion of the President of the Corporation or the chair of the committee in question, as the case may be, or at the request of at least three directors on the Board of Directors or at least two members of the Executive Committee or other committee, as the case may be, be conducted via conference telephone or similar means of simultaneous electronic communication, provided that the authority to meet and transact business by such electronic media must follow the following procedures:

(A) Notice of the time and locations where the meeting will be held by electronic media has been given in the same manner as if the meeting were held in a single location;

(B) Officers, directors and other participants in attendance can hear and have the same right to participate in the meeting as if the meeting were conducted in person; and

(C) Copies of pertinent reference materials, statutes, regulations and audio-visual materials are reasonably available to officers, directors and participants at the meeting.

(D) A meeting by electronic media as provided in this subsection (e) has the same legal effect as a meeting in person.

#### Section 8. Quorums.

(a) A majority of the directors at a meeting of the Board of Directors duly assembled will constitute a quorum for the transaction of business. The act of at least a majority of the directors present at any meeting of the Board of Directors at which a quorum is present will be the act of the Board of Directors, except as may be otherwise specifically provided by the Articles of Incorporation of this Corporation or by these Bylaws. If a quorum initially is not present at any meeting of directors, the directors present at that meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

(b) A majority of the directors at a meeting of the Executive Committee or another committee appointed by the Board of Directors duly assembled will constitute a quorum for the transaction of business. The act of a majority of the members of such a committee present at any meeting of that committee at which a quorum is present will be the act of that committee, except as may be otherwise specifically provided by the Compact of this Corporation or these Bylaws. If a quorum initially is not present at any meeting of such a committee, the members present at that meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

#### Section 9. Removal of Directors.

(a) Persons who are a part of the designated simple majority of the positions on the Board of Directors nominated, elected and otherwise appointed to that board by the board of directors of the Alaska Municipal League may be removed and replaced by other persons by a vote of at least a simple majority of the board of directors of the league at a regular or special meeting of the board of directors of the league.

(b) Persons who are a part of the designated minority of the positions on the Board of Directors nominated and elected to that board by the members of the Corporation may be removed and replaced by other persons by nomination and election of other persons at an annual or special meeting of members as otherwise provided in these Bylaws.

### **ARTICLE IV - NOTICES AND WAIVERS**

#### Section 1. Form of Notices.

Whenever under the provisions of statutes, of the Compact of the Corporation or of these Bylaws, notice is required to be given to any director or member, it will be given in writing, by mail, or email, addressed to such director or member at such address as appears on the records of

the Corporation. If by mail, it will be sent with postage thereon prepaid, and such notice by mail will be deemed to be given at the time when deposited in the United States mail. If addressed to a member, the address of the member will be used as appears on the membership books of the Corporation, or, if the member has filed with the Secretary a written request that the notice be mailed to a different address, the Corporation will mail the notice to that other address.

#### Section 2. Attendance at Meetings.

Attendance by a member or a director, either in person or by electronic media, will constitute a waiver of notice of such meeting, except where an appearance is made for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

#### Section 3. Waivers.

Whenever any notice is required to be given under the provisions of statutes, the Compact of the Corporation or these Bylaws, a waiver of the notice in writing, signed by the person entitled to the notice either before or after the time stated in the notice, will be deemed equivalent to the giving of that notice.

### **ARTICLE V - OFFICERS**

#### Section 1. Designation.

The officers of the Corporation will be a President, Vice President, and Secretary/Treasurer; provided that the Board of Directors may, by resolution adopted by at least a majority of the directors, establish other officer positions and elect persons to fill those positions including other officers, assistant officers and agents as the Board of Directors by resolution will designate. The Board of Directors by resolution may provide that an officer is an ex-officio member of the board. Any two officer positions may be held by the same person except the positions of President and Secretary. The Position of Secretary and Treasurer will be held by the same person.

#### Section 2. Election.

The Board of Directors, at its first meeting after each annual meeting of the members, will elect a President, Vice President, and a Secretary/Treasurer. Other officers, assistant officers or agents of the Corporation will be elected at such meeting, or on such other occasions as the Board of Directors in its discretion will from time to time deem appropriate. Except in the event of removal by the Board of Directors, death, resignation, disqualification or abolition of an office, the officers, assistant officers and agents of the Corporation will hold office until their successors are chosen and qualified, or for such other period as the Board of Directors may determine.

#### Section 3. Vacancies and Removal.

(a) A vacancy in any office because of death, resignation, removal, disqualification or any other cause will be filled in the manner prescribed in these Bylaws for regular appointments to such

office, unless at least a majority of the directors vote to abolish such office (other than an office required by law).

(b) Any officer, assistant officer or agent may be removed, or any office abolished (other than an office required by law), whenever in the judgment of the Board of Directors the best interests of the Corporation will be served, and such removal is pursuant to the affirmative vote of at least a majority of the Board of Directors.

(c) Any officer, assistant officer or agent may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Any such resignation will take effect upon receipt of such notice or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective, provided that the Board of Directors may reject any postdated resignation by notice in writing to the resigning officer.

(d) This Section 3 will not affect the rights of the Corporation or any corporate officer, assistant officer or agent under any express contract of employment.

#### Section 4. Compensation.

The salaries and other compensation of all officers, assistant officers and agents of the Corporation will be fixed by the Board of Directors.

#### Section 5. President.

The President will be responsible for carrying out policy directives of the Board of Directors and will be responsible for general management of the business of the Corporation. The President will preside at meetings of the members and directors, and the President will be ex officio a member of all standing committees, unless the Board of Directors designates otherwise. The President will have authority to sign or countersign all certificates, contracts and other instruments of the Corporation, under the seal of the Corporation or otherwise, except where required by law to be otherwise signed and executed, and except where the signing and execution thereof will be delegated or reserved by the Board of Directors to some other officer or agent of the Corporation. The President will perform all other duties as are incident to the office or are properly required of the President by the Board of Directors.

#### Section 6. Vice President.

The Vice President shall perform the duties of president in the temporary absence of the president. The Vice President shall succeed to the office of president upon vacancy or in the case of the inability of the president to perform the duties of office.

#### Section 7. Secretary/Treasurer.

The Secretary will attend all meetings of the Board of Directors and all meetings of the members and will record, or cause to be recorded, all votes and the minutes of all proceedings in a book to be kept for that purpose, and will perform like duties for the standing committees of the Corporation when required. The Secretary will give, or cause to be given, notice of all

meetings of the members and special meetings of the Board of Directors, and will perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary will be. The Board of Directors may give general authority to any officer to affix the seal of the Corporation and to attest the affixing of that officer's signature. The Treasurer will keep or cause to be kept accounts of all of the monies of the Corporation received and disbursed, and subject to direction of the Board of Directors, will safely keep or cause to be kept all securities and valuables of the Corporation. The Treasurer will, from time to time, make such reports to the officers, Board of Directors and members as may be required and will perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Treasurer will be. In the absence of a Treasurer, the duties of the Treasurer will be discharged by such other officer as the Board of Directors will designate.

#### Section 9. Other Officers.

Other officers, assistant officers or agents appointed by the Board of Directors will exercise such powers and perform such duties as will be determined from time to time by the Board of Directors. Unless otherwise specified by the Board of Directors, any Assistant Secretary or Assistant Treasurer will have authority to exercise any powers delegated to them from the Secretary or Treasurer, respectively, and, in the absence of the Secretary or Treasurer, will assume all powers and discharge all duties ordinarily exercised by such absent officer.

### ARTICLE VI - STANDARD OF CARE, INDEMNIFICATION, INSURANCE

#### Section 1. Duty of Care.

The assets and reporting to be administered through the Corporation, its officers, directors, employees and agents will be done with the care, skill, prudence and diligence under the circumstances then prevailing that a tax authority would use in the conduct of an enterprise of a like character and with like aims.

#### Section 2. Indemnification.

The Corporation will defend, indemnify and hold harmless each director, officer and employee of the Corporation for expenses, including attorney's fees, and the amount of any judgment, money decree, fine, penalty or settlement for which he or she may become liable by reason of his or her being or having been a director, officer or employee of the Corporation or who exercises powers or performs duties for the Corporation, except in relation to matters as to which that director, officer or employee is finally adjudged in any action, suit, or proceeding to be liable for failure to act in good faith in the performance of his or her duties as such director, officer or employee.

#### Section 3. Insurance.

At the discretion of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer,



employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against that person and incurred by that person in any such capacity, or arising out of that status, whether or not the Corporation would have the power to indemnify that person against such liability under the provisions of this Article VI.

## **ARTICLE VII - WITHDRAWAL AND TERMINATION OF MEMBERSHIP**

### **Section 1. Participation.**

(a) A taxing authority may continue to be a member and a participant in the tax administration offered through the Corporation subject to the terms and conditions of the Compact for the Corporation, the Management Agreement and these Bylaws.

### **Section 2. Withdrawal from Participation.**

A member may withdraw from the Corporation, subject to the provisions of these Bylaws and of any Member Agreement entered into with the Corporation. =

## **ARTICLE VIII - CERTIFICATES**

### **Section 1. Form of Certificates.**

Certificates for membership in the Corporation will be in such form (not inconsistent with the Compact of the Corporation or applicable law) as approved by the Board of Directors and will be numbered and entered in the membership books of the Corporation as they are issued. Every certificate for membership will be signed by the President or a Vice President and by the Secretary or designee.

### **Section 2. Membership Registrars.**

The Board of Directors may, from time to time, appoint one or more registrars for memberships in the Corporation who will have such powers and duties as the Board of Directors will specify.

### **Section 3. Presumption of Membership.**

The Corporation will be entitled to treat the holder of record of any certificate for membership as the holder in fact of that certificate authorizing the holder to vote as such member and, accordingly, will not be bound to recognize any equitable or other claim to or interest in such membership on the part of any other person, whether or not the Corporation will have express or other notice thereof, except as expressly provided by applicable law.

### **Section 4. Membership without Certificates.**

Notwithstanding the provisions of Sections 1 through 3 of this Article VIII, the Board of Directors may, by resolution, authorize the issuance without certificates of some or all of the memberships in the Corporation. The authorization does not affect memberships that are already represented by certificates until the certificates are surrendered to the Corporation.

## **ARTICLE IX - BOOKS AND RECORDS**

### **Section 1. Correct and Complete, Inspection.**

- (a) The Corporation will keep correct and complete books and records of account and will keep minutes of the proceedings of its members, the Board of Directors, and committees appointed by the board, if any.
- (b) All books and records of the Corporation may be inspected by any member or its agent or attorney for any proper purpose at any time during normal business hours at the registered office of the Corporation in Alaska.

### **Section 2. List of Members Entitled To Vote.**

The Corporation will keep at its registered office in Alaska a record of the names and addresses of members entitled to vote.

### **Section 3. Alaska Open Meetings Law.**

All annual and special meetings of the members of the Corporation, all regular and special meetings of the Board of Directors and all meetings of committees of the Board of Directors, if any, will be conducted in accordance with the Alaska open meetings law found at AS 44.62.310.

## **ARTICLE X - ADMINISTRATIVE STRUCTURE**

### **Section 1. Executive Director, Staffing.**

- (a) The day-to-day operations of the Corporation will be carried out by an Executive Director under the supervision of the President of the Corporation. The Executive Director will carry out other tasks as assigned by the President of the Corporation. The position of Executive Director of the Corporation will be filled by the executive director of the Alaska Municipal League.
- (b) The Executive Director of the Corporation will be supported by staff of the Alaska Municipal League and such other staff as the Board of Directors may by resolution approve.
- (c) The Corporation will share office space and office equipment and furniture with the Alaska Municipal League in the existing offices of the Alaska Municipal League at One Sealaska Plaza, Suite 200 in Juneau, Alaska, or such other offices which the Alaska Municipal League may acquire or lease, and such other office space and office equipment and furniture as the Board of Directors may by resolution approve.
- (d) The Corporation will enter into agreements with the Alaska Municipal League and as adopted by the Board of Directors setting forth the terms and conditions for the implementation of and compliance with the provisions of (a), (b) and (c) of this Section 1 including but not limited to the following:

(i) The sharing of time and payment therefor of the individual who will be the Executive Director of the Corporation and the Executive Director of the Alaska Municipal League;

(ii) The sharing of time and payment therefor of the individuals who will be the staff of the Corporation and the staff of the Alaska Municipal League;

(iii) The sharing of office space and office equipment and furniture with the Alaska Municipal League and the payment therefor; and

(iv) The providing of general office administrative services, and the payment therefor, by the Alaska Municipal League to the Corporation not otherwise provided by a contractor or adviser.

#### Section 2. Use of Name, Marketing.

(a) The Alaska Municipal League will do the following:

(i) Allow the use of its name in the corporate name of the Corporation, in agreements and other documents entered into by the Corporation and in other materials or settings used by the Corporation and in the advertising of the services of the Corporation; and

(ii) Assist in dissemination of information to the membership of the Alaska Municipal League and all municipalities in Alaska pertaining to the tax administration services of the Corporation, prepare and publish articles in its publications on those services, arrange for meetings between its members and the investment manager retained by the Corporation and otherwise assist in apprising the members of the Alaska Municipal League and others of the services of the Corporation.

(b) Should the Alaska Municipal League in the future cease to have the power to nominate, elect and otherwise appoint persons to a designated simple majority of the positions on the Board of Directors, the Corporation must immediately cease all use of the league's name, and the services set forth in Sections 1 and 2 of this Article X will terminate.

#### Section 3. Fee for services.

In return for the ongoing services of the Alaska Municipal League as set forth in Sections 1 and 2 of this Article X and for the use of the name of the Alaska Municipal League and its logo, the Corporation will annually set a fee structure for all direct and indirect costs of the League. The annual budget will be established by the Board of Directors, by resolution. It is permissible for earnings from revenue accrue to the Alaska Municipal League to offset payment by members. Any earnings beyond those agreed to in the annual budget shall be returned to members on a pro rata basis.

### **ARTICLE XI - GENERAL PROVISIONS**

#### Section 1. Checks, Drafts.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, will be signed or endorsed by such person or persons and in such manner as will be determined from time to time by resolution of the Board of Directors.

#### Section 2. Fiscal Year.

The fiscal year of this Corporation will be fixed by resolution of the Board of Directors.

#### Section 3. Headings.

The headings contained in these Bylaws are for convenience only and will not in any way affect the meaning or interpretation of these Bylaws.

### ARTICLE XII - AMENDMENT OF BYLAWS

#### Section 1. Amendment and Repeal.

- (a) Except as otherwise provided by law, the power to adopt, alter, amend or repeal these Bylaws and to adopt new Bylaws will be vested exclusively in the Board of Directors.
- (b) The adoption, alteration, amendment or repeal of these Bylaws and the adoption of new Bylaws must be accomplished by a vote of at least a simple majority of the whole Board of Directors at a regular or special meeting called by written notice, and that notice must include a brief description of the proposal.

#### Section 2. Recordation.

Whenever action is taken to amend or alter the Bylaws or to adopt a new Bylaw, a copy of the amendment, alteration or new Bylaw will be filed and kept in the minute book with the original Bylaws. If any Bylaw is repealed, the fact of such repeal and the date on which it occurred will be recorded in the minute book, and a copy of it will be placed next to the original Bylaws.

I, the undersigned being the Secretary of the Alaska Sales Tax Administration hereby certify the foregoing to be the Bylaws of the Corporation, as adopted by the Board of Directors, on the 21<sup>st</sup> day of November 2019.

**CITY & BOROUGH OF WRANGELL, ALASKA****Consent Agenda MOTION**

***Move to approve the Consent Agenda as submitted.***

**SUBMITTED BY:**

Kim Lane, Borough Clerk

**INFORMATION:**

***Consent agenda.*** Items listed on the consent agenda or marked with an asterisk (\*) are considered routine and will be passed in one motion; provided, upon the request of any member, the manager, or the clerk, an item on the consent agenda shall be removed from the consent agenda and placed under New Business for assembly action.

## Minutes of Regular Assembly Meeting

**Held on September 10, 2019**

Vice-Mayor Patty Gilbert called the Regular Assembly meeting to order at 6:01 p.m., September 10, 2019, in the Borough Assembly Chambers. The pledge was led by Member DeLong and the roll was called.

PRESENT: MORRISON, GILBERT, DELONG, DEBORD

ABSENT: PRYSUNKA, DECKER, POWELL

Borough Manager Von Bargen and Deputy Borough Clerk Mollen were also in attendance.

CEREMONIAL MATTERS - None.

PERSONS TO BE HEARD –

**Don McConachie** presented an invocation.

**Clint Kolarich** was present with the USFS. He provided a brief introduction, informed Assembly Members about the Resource Advisory Committee and the opportunity for an elected official to be on that board, and proposed a standing Agenda Item for a USFS update to improve communication and keep the Assembly updated with what is valuable to them. The Assembly agreed that this would be a great idea and would work this out.

DeLong asked about the time commitment for the RAC. Kolarich stated that there are standing meetings, but not monthly and that they review community and USFS proposed projects and ideas.

AMENDMENTS TO THE AGENDA –

Gilbert proposed moving Mayor and Assembly Business to after Conflict of Interest to respect Steve's time on the phone. There were no objections.

CONFLICT OF INTEREST - None.

MAYOR AND ASSEMBLY BUSINESS

Mayor Prysunka gave an update on the Prince Rupert situation that is leading to a ferry shut down at that time. He also provided a copy of a letter that he wrote to the mayor of Prince Rupert that was reviewed by the Borough Manager and sent to Representative Ortiz and US Senator Murkowski. There is a meeting tomorrow in Prince Rupert that Rep Ortiz will take this letter to. Mayor Prysunka stated that it has been extremely difficult to gather information about this.

CONSENT AGENDA

- a. Assembly Minutes - Regular from August 27, 2019

***M/S: Morrison/DeLong to approve the Consent Agenda, as presented. Motion approved unanimously by polled vote.***

#### **BOROUGH MANAGER'S REPORT**

Manager Von Bargaen's reported on the following items:

- SEARHC check for closeout from WMC should be arriving soon. There could still be some Medicare reconciliation.
- DOT will be keeping the retainage for Shoemaker at 2.5% instead of 10%. This may allow for additional work on the launch float and parking lot. This is a savings of \$375,000.
- FY18 Audit is on the agenda tonight and BDO will be here October 14<sup>th</sup> and they have committed to being complete by December end.
- Financial Reports will be presented monthly going forward with the new Finance Director.
- Lisa is meeting with WCA this week.
- Lisa is also meeting with Chere Klein from Sen Murkowski's office this week.
- AML will be shift to the winter schedule the week of October 14<sup>th</sup>.
- Alaska Municipal Sales Tax Authority work is continuing and will be reported to the Assembly in a Work session on Sept 24<sup>th</sup>.
- There will be an Executive Session on Sept 24 for the purchase of the Mill Property.
- Update on the Public Safety Building
- Compensation Study committee will meet with the proposer tomorrow and a contract will be available on Sept 24<sup>th</sup>.
- Personnel Regulations forthcoming
- Police Chief position will be reposted tomorrow.
- Upcoming Travel Report

Gilbert asked if a meeting with the school personnel was scheduled for cooperative efforts. Von Bargaen stated that it is in the works.

#### **BOROUGH CLERK'S FILE**

Clerk Lane's report was provided. Deputy Borough Clerk Mollen provided an update on the election and absentee voting.

#### **MAYOR AND ASSEMBLY APPOINTMENTS** – None.

#### **PUBLIC HEARING**

**11a ORDINANCE No 968** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, REPEALING SECTION 15.18.070, COLLECTION OR DISPOSAL FEES, IN ITS ENTIRETY AND ESTABLISHING A NEW PROCESS FOR FEES IN CHAPTER 15.18 GARBAGE OF THE WRANGELL MUNICIPAL CODE

Vice-Mayor Gilbert declared the Public Hearing open on this item.

*There were no public comments on this item.*

*Administrative Report – Von Bargaen noted that the public hearing on fees clause was added and a “may” was changed to “shall.”*

Vice-Mayor Gilbert declared the Public Hearing closed on this item.

***M/S: DeLong/Morrison to approve Second reading of Ordinance No. 968. Motion approved unanimously by polled vote.***

**11b RESOLUTION No 09-19-1477 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, ESTABLISHING THE FEE SCHEDULE FOR COLLECTION OR DISPOSAL FEES**

Vice-Mayor Gilbert declared the Public Hearing open on this item.

*Administrative Report – mostly the changes are to disposal of vehicles. Even though the Ordinance just passed, we wanted to follow the spirit of intent with this.*

*Gilbert asked Public Works Director Rolland Howell about the fees and there are a few incorrect fees on the website, but are being billed correctly. This will update the fees.*

*There were no public comments on this item.*

Vice-Mayor Gilbert declared the Public Hearing closed on this item.

***M/S: DeLong/DeBord to approve Resolution No 09-19-1477. Motion approved unanimously by polled vote.***

UNFINISHED BUSINESS – None.

NEW BUSINESS

**13a** Approval of the FY 2018 Audit

***M/S: DeLong/Morrison to approve the FY 2018 Audit.***

Von Bargaen stated that there were 2 material findings in the audit. There were 3 departments with overages in the budget and there should have been budget amendments.

Finance Director Joyce Mason reviewed the audit and the three departments that were over budget. Gilbert asked about the process when the Assembly approves a Budget Amendment and Mason explained the process for this, revised budgets, and transfers between line items.

Mason also addressed the 2 findings and how she will correct those going forward.

***Motion approved unanimously by polled vote.***

**13b** Approval to Sole Source Purchase Total Marina Package Harbor Software in the Amount of \$15,832 in Conformance with Wrangell Municipal Code Section 05.10.050 (F).



***M/S: DeLong/Morrison to approve a Sole Source purchase from Total Marina Package, for the total budgeted amount of \$18,000.***

Von Bargen updated the section of the Code that addresses sole sourcing and why it was OK in this instance.

Mason stated that she has been aware of this software since 2012 in her former employment.

Morrison asked about the future support of this software and Mason stated that it is a stable program. They have been in business since 2010 and have several harbors, including Homer.

***Motion approved unanimously by polled vote.***

**13c RESOLUTION No 09-19-1483** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE AMENDMENT OF THE JOB DESCRIPTION FOR THE METER READER POSITION AND PROVIDING FOR THE AMENDMENT OF THE UNION WAGE & GRADE TABLE

***M/S: DeLong/DeBord to approve Resolution 09-19-1483.***

Von Bargen confirmed the wage and grade tables that are being adjusted.

Electrical Superintendent Rod Rhoades provided updates on the purpose of the change.

Von Bargen stated that we will update the job descriptions with a box indicating the type of position.

***Motion approved unanimously by polled vote.***

**13d RESOLUTION No 09-19-1484** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, PROVIDING FOR THE ADDITION OF THE JOB DESCRIPTION FOR THE DIESEL ELECTRIC MECHANIC APPRENTICE AND PROVIDING FOR THE AMENDMENT OF THE UNION WAGE & GRADE TABLE

***M/S: DeLong/Morrison to approve Resolution No. 09-19-1484.***

Von Bargen explained the change and purpose and confirmed that these 2 resolutions net a .25 FTE increase to the WMLP staff.

Rhoades stated that the main gain is keeping institutional knowledge in the department.

***Motion approved unanimously by polled vote.***

**13e RESOLUTION No 09-19-1485** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2020 BUDGET IN THE ELECTRICAL UTILITY FUND IN THE AMOUNT OF \$33,500 FOR WAGE AND SALARIES AND AUTHORIZING ITS EXPENDITURE

***M/S: Morrison/DeLong to approve Resolution No. 09-19-1485. Motion approved unanimously by polled vote.***

**13f RESOLUTION No 09-19-1486** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE NON-UNION WAGE & GRADE TABLE BY ADDING GRADES 31-35

***M/S: DeLong/DeBord to approve Resolution No. 08-19-1486.***

Von Bargen stated that this is a result of the recruiting of a Police Chief and possible realignment of executive staff.

***Motion approved unanimously by polled vote.***

**13g RESOLUTION No 09-19-1487** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE NON-UNION WAGE & GRADE TABLE MOVING THE POSITION OF POLICE CHIEF FROM GRADE 30 TO GRADE 35

***M/S: DeLong/Morrison to approve Resolution No. 08-19-1487.***

Von Bargen provided background on comparisons for the Police Chief position and what the new grade will encompass.

The Assembly agreed that this would be an appropriate step for a visible position such as this. DeLong stated that since this is the 3<sup>rd</sup> posting, this is a good statement.

***Motion approved unanimously by polled vote.***

**13h Approval of Contract with Alaska Permanent Capital Management for Investment Management of the Permanent Fund & Pool Fund**

***M/S: Morrison/DeLong to approve Contract with Alaska Permanent Capital Management for Investment Management of the Permanent Fund and Pool Fund.***

Von Bargen stated that the filled in amounts were not included in the version uploaded to the packet due to a technical error. Those amounts were recapped and the new contract date will be added.

Gilbert asked about short-term, no-risk investments for General Fund monies. Von Bargen stated that this is for Permanent Fund and Pool Fund, but that they will be working towards that in the upcoming months to come up with options and code changes.

Gilbert asked about the Liability Insurance on Exhibit B and the limits. Von Bargaen stated that these are not unusual amounts. She also stated that these insurance policies are not insuring our money, but are insuring against negligence and malfeasance.

***Motion approved unanimously by polled vote.***

EXECUTIVE SESSION – None.

Regular Assembly meeting adjourned at 7:12 p.m.

---

Stephen Prysunka, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

September 9, 2019

City & Borough of Wrangell  
PO Box 531  
Wrangell, Alaska 99929

Re: Introduction to APEI

Dear Assembly members,

The City & Borough of Wrangell has procured insurance coverage for the current fiscal year through Alaska Public Entity Insurance (APEI). I wanted to take a moment to describe how APEI is different from a typical insurance company, the kinds of services we provide, and what it means to be an APEI member.

APEI is not a commercial insurance company, but rather a joint insurance arrangement, or “pool” of Alaskan school districts and municipalities who have agreed to work together to assume the risk of losses and purchase excess insurance coverage as a group. Most public entities that participate in a joint insurance arrangement have been a member of that pool for a number of years, and share in the benefits and losses of the pool as a group. Pools differ from commercial insurance in that a primary focus of the pool is on loss control; that is, we work actively with our members to help them find ways to reduce the number of incidents and accidents that can lead to expensive insurance claims. We do this by providing our members with a wide variety of services, such as:

- On site and online training for staff, management, and governing bodies;
- Safety inspections of member facilities;
- Email and telephone consultation services on safety and Human Resources related topics;
- Safety grants of \$1,000 - \$5,000 (depending on the size of your organization) to assist in the purchase of safety equipment or training;
- Reimbursement of some legal expenses for consultations regarding employee terminations and reports of potential child sexual abuse
- A Loss Control Manual provided to all APEI members and containing information and resources for risk management in your organization; and
- Premium credits for completing loss control activities and submitting documentation of those activities to APEI.

An important aspect of your insurance coverage that we want you to be aware of pertains to your Employment Practices Liability (EPL) coverage, which protects the City & Borough if it were to be sued by an employee or former employee claiming harassment, unfair termination, etc.

As a condition of this coverage, APEI members are required to consult with an attorney prior to terminating an employee. While governing bodies typically do not oversee these decisions for the majority of the organization’s staff, they are usually responsible for the hiring (and firing) of one or more individuals that oversee the day-to-day operations of the organization - city managers, superintendents,

etc. We want to ensure that, if you end this employment relationship, you are aware that this EPL coverage condition applies. APEI is available to assist governing bodies in identifying legal counsel and we also offer a legal fee reimbursement for up to one hour of legal consultation per termination.

If you would like to learn more about our loss control services, visit the Loss Control page at the APEI website at <https://akpei.com/loss-control-materials/>, or give us a call. We are happy to answer questions and always welcome feedback about our services and suggestions on how we can help our members. Your broker, Susan Erickson, is also a good source of information about APEI and your risk management needs.

Sincerely,

A handwritten signature in blue ink that reads "Barbara Thurston".

Barbara, Thurston  
Executive Director, APEI



## CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

Item d.

P.O. BOX 531 (907)-874-2381  
Wrangell, AK 99929 FAX (907)-874-3952  
www.wrangell.com

September 16, 2019

Carey Case  
Project Leader for Central Tongass Project  
Petersburg Ranger District  
PO Box 1328  
Petersburg, AK 99833

Re: Public Comments for the Draft EIS Central Tongass Project

Dear Ms. Case:

Thank you for the opportunity to comment. The City and Borough of Wrangell supports a multiple use Tongass National Forest that strives to help communities develop and maintain sustainable economies through a variety of forestry uses, while also being stewards of the land to maintain healthy ecosystems, wildlife, and support subsistence uses. The Borough supports Alternative 2 as it provides the greatest number of initial opportunities and land area for all multiple use activities to occur from which future site specific analysis will either allow use or not.

Points of interest for comments:

### **Access Management**

The Borough supports the proposed Travel Management Changes as described in the three bullets on page 2-21. The Borough's own Cluster Initiative and Timber Plan 2012 supported an increase in roads in the ATV Status in order to continue to provide public access for recreation and subsistence use, and to potentially develop a premier ATV Trail, avoiding additional road closures. By converting closed roads or roads scheduled for closure to an ATV status, the road will remain useable for a variety of mixed uses and the Borough supports that effort. The Borough has not had adequate time in this 45 day comment period to consult with the public regarding other roads proposed for closure and would like to reserve the right to provide additional comments upon additional conversations with the public regarding certain road usage.

Maintaining the marine access facilities for cabins and other special use sites in remote areas is important not only for the recreational use, but also from a safety and safe haven need for vessels caught in inclement weather or with emergency repair needs.

### **Vegetation Management:**

The Borough supports the opportunities in Alternative 2 to provide additional harvest opportunities through out the project area and above and beyond what the Wrangell Island Sale

approved for Wrangell Island. The Borough recognizes that more site specific analysis will need to occur for each proposed area and wants to be a partner with the USFS and part of those conversations to make sure any impacts to watersheds, wildlife and recreation are minimized, but opportunities for jobs, business development and sustainable economic growth are possible.

#### **Invasive Plant Treatment:**

The Borough supports the inclusion of adjacent nonfederal properties in invasive plant treatment and eradication plans. The Borough has little expertise and is often not aware of certain invasive plants and welcomes the opportunity to partner as possible with the USFS to learn more about the issue and receive assistance with treatment, especially in remote parcels adjacent to USFS activities.

#### **Recreation:**

The Borough supports trail improvements and deck replacement at Anan Wildlife Observatory. Anan is a critical facility for bear viewing and provides positive economic impact to Wrangell's Visitor Industry and businesses providing services (Wrangell Visitor Industry by the Numbers, Raincoast Data, 2018).

Middle Ridge Cabin has been a wonderful asset to Wrangell District. The location of the cabin, accessibility and amenities make it a popular location. The Borough encourages another cabin on the road system but toward the south end of the island to provide additional access and subsistence opportunities.

The Borough is attempting to improve the road surface of the road to the trailhead of the North Country Trail starting on the Spur Road extension. Some funding was received through the Federal Land Access Program. The award was just received. But it has been five years since application and the road has seen additional erosion of the surface. An ongoing partnership with the USFS to maintain the road and trail provides an important recreation opportunity that is currently underutilized and under maintained. The trail itself from Rainbow Falls and up is already seeing the boardwalk in a state of disrepair and often a safety issue due to cracked and broken boards and steps. The Borough supports maintenance of the road and trail.

Recreation opportunities on the road system that provide scenic views, and that are easily accessible (such as the Nemo Campsites) provide easy day trips for elderly or individuals with accessibility needs. More small stops and pull outs on existing or new roads would be a welcomed addition.

Under the heading, When Would We Implement a "Recreation Facility" or "Trails" Activity, all of the bullets seem to be for modifying/improving existing facilities. There needs to be a bullet specifically mentioning creating new facilities when new activities occur and a new recreation use would be appropriate and the public commented on the desire (i.e. a new cabin somewhere, a picnic area next to a new LTF, a new trail from an existing road to a scenic overlook or fishing stream, or a new day use area at an existing LTF, or new picnic areas in scenic locations).

#### **Pats Lake and Land Transfer Areas:**

The Borough wants to make sure that the new areas transferring to the USFS through the Mental Health/USFS land trade agreement will be included to be considered for appropriate activities (i.e. most of the areas will be eligible for recreational activities). A couple of primary areas of concern is the land surrounding Pats Lake and the land surrounding the Rainbow Falls Trail. Recreational enhancements and improvements and expansion in these lands to be newly

acquired by the USFS is fully supported by the Borough and would be a needed improvement. Watershed restoration of the Pat Creek and Pats Lake are also important, and thus the Borough wants assurance that the land being traded to the USFS is part of the draft EIS and activities may occur within those areas.

#### **Plan Amendment:**

The Borough supports seeking a plan amendment for the areas described in the Scenic Integrity Objectives Map for Wrangell Island and Zarembo Island to modify the objectives. However, additional input is necessary by the Borough when a specific project is identified such that the full implications of the activity to the scenic view can be understood. Allowing an opportunity for activities in those areas that currently is not permitted due to the excessive restriction from the objective is supported until further analysis is conducted.

#### **Log Transfer Facilities:**

The Borough supports the maintenance and reconstruction of the proposed Log Transfer Facilities as well as the proposed new construction. The Borough does want to ensure that the LTFs can be multiple use areas when the area is not needed for timber transfer. The existing LTFs are currently utilized for access, recreation, and subsistence, but it may not always be officially authorized. The Borough would like to see formal acceptance that these additional uses are permissible and will continue and that multiple use facilities may also be developed adjacent.

The Borough had been in conversation with the State Division of Forestry and the USFS regarding an in-water log storage area near Shoemaker Bay area or Woronkofski Island. Should that need arise again, the Borough specifically requests consultation of the selected area either there or in any other location within the Borough boundaries, as before there were conflicts of some of the suggested anchorages and the Borough would like to minimize those conflicts.

#### **Implementation Framework:**

The Borough wants to make sure that the implementation phase remains flexible to add activities that might not be considered for a location now, but become appropriate over the 15 year life of this plan. In the eight-step implementation framework and discussion, nowhere does it talk about the flexibility the public is being assured can happen. How does it fit into the eight-step process? What are the time components for each step? There is discussion about annual meetings to determine the implementation of activities, but then there is discussion about approvals prior to the annual meeting. Are notices sent out annually to solicit activity proposals? Or is it an open ended solicitation notice? How far in advance will residents know the USFS is planning certain activities in specific areas? Why are public workshops scheduled AFTER the 30 day public notice for recommendations on proposed activities? Wouldn't it make more sense to hold workshops during the notice period so individuals can ask questions about the proposals and suggest changes. Additional public workshops for scheduling, event sequencing etc could be held after the public review time period.

The Draft EIS discusses tribal consultations throughout the proposal development and implementation phase. The City and Borough of Wrangell requests ongoing consultation with Borough staff as well through out the out-year implementation planning, proposal development, and implementation phases. If that has to happen through a Cooperative Agency agreement, then the Borough would request the agreement. The Borough had one during the initial planning of the Wrangell Island Sale, however the USFS did not maintain their consultations



with the Borough. Please advise how the consultation will occur and if a Cooperative Agency Agreement is necessary.

**Socio Economics:**

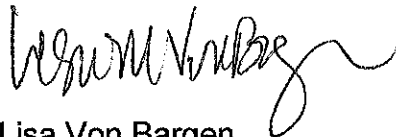
In the discussion of the mills and the mill survey within the region on page 310, the USFS acknowledges that Table 98 is not a comprehensive list of mills, and that an additional 22 mills are in SE Alaska, four of which are located in Petersburg. Since this is the Central Tongass Study, we request that you add to that sentence 'and one is located in Wrangell'. It appears that the USFS only searched the NAICS code 333243, however there are other operations that are listed under other NAICS codes milling wood products. The USFS currently has, or recently had, a contract with Mike Allen Enterprises LLC using NAICS 115310 Support Activities for Forestry. How many other mills and data associated those mills are not included in the USFS analysis because of a different NAICS code?

When discussing cruise ship visitation, it needs to specify that Table 100 is only representative of the larger cruise ships. In sentence one of the Small Cruise Market, Wrangell has more visitation from the small and midsize cruise ships than the large, so Wrangell along with Petersburg should also be included as a location they frequent.

A very broad comment: Throughout the documents of Vol 1 and Vol 2, the USFS refers to Figure #. Yet it is not always very clear where that figure can be found. A few times the Figure was from the Forest Plan, sometimes from the Appendices, or in Vol 1. There were some figures staff reviewing the documents were never able to locate.

Again, thank you for this opportunity to comment. Unfortunately, the distribution of this DEIS is at a time when so many people are unavailable to review due to the seasonality of jobs. As the Borough continues to review the DEIS and have discussions with the public, additional comments may be forthcoming.

Sincerely,



Lisa Von Barga  
Borough Manager

# CITY & BOROUGH OF WRANGELL, ALASKA

## *CLERK'S FILE*

### SUBMITTED BY:

Kim Lane, Borough Clerk

### Upcoming Meeting/Informational dates:

- 10-1      ELECTION DAY from 8 am to 8 pm at the Nolan Center**
- 10-2      Parks & Recreation Board mtg. @ 5:30 pm in the Borough Assembly Chambers**
- 10-3      Canvass Board meets at 10:00 am in the Assembly Chambers**
- 10-7      Special Assembly meeting at 5:30 pm to Certify the Oct. 1<sup>st</sup> Election Results**
- 10-8      Regular Assembly meeting to begin at 6:00 pm in the Assembly Chambers**

SEAPA Board Meeting (Regular): Scheduled for September 26-27 in Petersburg

# SAMPLE BALLOT FRONT

Item a.

**INSTRUCTIONS TO VOTER:** To vote for the issue/candidate of your choice, **fill in the oval** to the issue/candidate you want to vote for. Place your ballot inside the secrecy sleeve and then take your ballot to the ballot box.

If you make a mistake while voting, return the ballot to the election official for a new one.  
**A vote which has been erased or changed will not be counted.**

**CITY AND BOROUGH OF WRANGELL  
OFFICIAL BALLOT  
REGULAR ELECTION  
OCTOBER 1, 2019**

Completely fill in the oval opposite the name of each candidate for which you wish to vote as shown: 

**FOR ASSEMBLY MEMBER  
THREE YEAR TERM**

**VOTE FOR NO MORE THAN TWO**

Julie Decker ☐  
Patricia Gilbert ☐  
\_\_\_\_\_☐  
\_\_\_\_\_☐

**FOR ASSEMBLY MEMBER  
UNEXPIRED ONE-YEAR TERM  
UNTIL OCTOBER 2020**

**VOTE FOR NO MORE THAN TWO**

Caitlin Cardinell ☐  
Drew Larrabee ☐  
Anne M. Morrison ☐  
Jennifer Ridgeway ☐  
\_\_\_\_\_☐  
\_\_\_\_\_☐

**FOR PORT COMMISSION  
THREE YEAR TERM**

**VOTE FOR NO MORE THAN TWO**

John A. Yeager ☐  
\_\_\_\_\_☐  
\_\_\_\_\_☐

**FOR SCHOOL BOARD  
UNEXPIRED ONE-YEAR TERM  
UNTIL OCTOBER 2020**

**VOTE FOR NO MORE THAN ONE**

Jeanie Arnold ☐  
Sheri Ridgeway ☐  
\_\_\_\_\_☐

**FOR SCHOOL BOARD  
THREE YEAR TERM**

**VOTE FOR NO MORE THAN TWO**

Cyni Crary ☐  
Beth Heller ☐  
Jayme Howell ☐  
David G. Wilson ☐  
\_\_\_\_\_☐  
\_\_\_\_\_☐

**FOR SCHOOL BOARD  
UNEXPIRED TWO-YEAR TERM  
UNTIL OCTOBER 2021**

**VOTE FOR NO MORE THAN ONE**

Patricia Gilbert ☐  
\_\_\_\_\_☐

**TURN BALLOT OVER - VOTE BOTH SIDES**

# SAMPLE BALLOT BACK

Item a.

**INSTRUCTIONS TO VOTER:** To vote for the issue/candidate of your choice, **fill in the oval to the issue/candidate you want to vote for.** Place your ballot inside the secrecy sleeve and then take your ballot to the ballot box.

If you make a mistake while voting, return the ballot to the election official for a new one.  
**A vote which has been erased or changed will not be counted.**

**PROPOSITION 1**

Ratification of Ordinance 964

Section 3-9 of the Home Rule Charter for the City and Borough of Wrangell provides that the borough-operated Wrangell Medical Center shall be operated by a board established by ordinance and elected by the voters. Because voters approved the transfer of the Wrangell Medical Center's operations and maintenance to Southeast Alaska Health Consortium (SEARHC) at the borough's October 2, 2018 Regular Election, and it is as a result no longer operated by the borough, the Assembly adopted Ordinance No. 964, which proposed amending the Charter by repealing Section 3-9.

Shall the Home Rule Charter of the City and Borough of Wrangell be amended to repeal Section 3-9, Wrangell Medical Center, as set forth in Ordinance No. 964?

Yes ☐

No ☐

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                 |
|---------------------------|---------------------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | August 27, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>       |

Approval to Refund Overpayment of Property Taxes to Arnold and Alice Bakke

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$4,334.67 Total

|           |                      |          |
|-----------|----------------------|----------|
| FY 19: \$ | FY 20:<br>\$4,334.67 | FY21: \$ |
|-----------|----------------------|----------|

**Amount Budgeted:**

FY20 \$0

**Account Number(s):**

11000 000 4010

**Account Name(s):**

Property Taxes

**Unencumbered Balance(s) (prior to expenditure):**

N/A Revenue Account

Reviews/Approvals/Recommendations

|                                     |                                |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | Commission, Board or Committee |
| Name(s)                             | Assessor                       |
| Name(s)                             |                                |
| <input checked="" type="checkbox"/> | Attorney                       |
| <input type="checkbox"/>            | Insurance                      |

ATTACHMENTS: 1. Bakke Accountant Worksheets

**RECOMMENDATION MOTION:**

Move to approve refund of overpayment of property taxes to Arnold and Alice Bakke.

**SUMMARY STATEMENT:**

Last August, Helen and Steve Keller came to speak to me about an incorrect assessment value at the property owned by Ms. Keller's parents, Arnold and Alice Bakke. At the time Administration was

neck deep in hospital negotiations, which thankfully the Kellers understood. However, Administration failed to follow-up with the Kellers after the close of hospital transfer proceedings. At the end of June of this year, I received an email from Mike Renfro the City Assessor. The Kellers reached out to Mike with the hope of getting some resolution to the issue. The email from the Assessor included Helen Keller's communication to him, and his response to her concluding their request was outside of his authority to address and that they should contact the City for additional resolution. Upon receiving the email from the Assessor Administration contacted the Kellers to establish a meeting date to address the issue. That meeting was held in the middle of July.

In short, the property belonging to Arnold and Alice Bakke was over-valued in its assessment from the time it was constructed in 1994 because the Assessor wrongly assumed the lower level included an apartment. The value per square foot was assessed at \$20/ft<sup>2</sup> for the apartment, instead of \$12.87/ft<sup>2</sup> for a comparable space.

In 2013, Mrs. Keller began assisting her parents with their affairs, including property tax payments. Due to medical reasons the Bakkes inadvertently failed to file for their Senior Exemption that year. On their behalf, Mrs. Keller requested a late file exemption. That year, the Bakke's assessed value increased by an immense amount. It was found to be a calculation error, (what's considered a Manifest Error) and corrected. At the same time, she noted the incorrect value on the official "tax card" because of the non-existent apartment being calculated in the value. She requested a change and the value was corrected in 2013. In 2013, the Keller's requested a refund (on behalf of the Bakkes) on overpaid taxes for previous years due to the incorrect apartment assessment. Both the Administration and Assembly said the appeal period for the year, and previous years, was closed and nothing could be done about the issue.

Last year, Mrs. Keller was addressing an assessment issue on the property leased by the Kellers, and she had the opportunity to speak with the State Assessor. The State Assessor advised her to revisit the tax refund issue with the Borough as he informed her the Borough does have the opportunity to correct issues such as this. That is when the Kellers first came to meet with me. Then, they resurrected the request with the Borough's Assessor in June. I met with the Kellers and Mr. Bakke in July and August. This is the meeting time that worked with everyone's schedule to bring this to the Assembly for consideration.

The Borough Assessor responded to Mrs. Keller's request by informing her the incorrect valuation was not a Manifest Error, and therefore was outside of his ability to address. He recommended she take the matter up with Borough Administration.

Alaska Statute (AS) 29.45.500 addresses the refund of taxes. The Statute is copied below:

**Sec. 29.45.500. Refund of taxes.** (a) If a taxpayer pays taxes under protest, the taxpayer may bring suit in the superior court against the municipality for recovery of the taxes. If judgment for recovery is given against the municipality, or, if in the absence of suit, it becomes obvious to the governing body that judgment for recovery of the taxes would be obtained if legal proceedings were brought, the municipality shall refund the amount of the taxes to the taxpayer with interest at eight percent from the date of payment plus costs.

(b) If, in payment of taxes legally imposed, a remittance by a taxpayer through error or otherwise exceeds the amount due, and the municipality, on audit of the account in question, is satisfied that this is the case, the municipality shall refund the excess to the taxpayer with interest at eight percent from the date of payment. A claim for refund filed one year after the due date of the tax is forever barred.

(c) The governing body may correct manifest clerical errors at any time.

Section B states that a municipality will refund a taxpayer overpaid taxes, plus interest of 8%, from the date of payment. The Bakkes are requesting a refund, plus interest (compounding), from the time of overpayment beginning in 1994. In speaking initially with the Borough Attorney, he advised there is a statute of limitations of six years on the overpayment of taxes. The Attorney has revised that opinion to say we may be able to limit it to two years. My understanding, and the Keller's is the number is six years. The Borough Manager has had a call in to the State Assessor to confirm, but has not yet received an answer. Hopefully an answer will be finalized by the date of the meeting.

On behalf of her parents, Mrs. Keller hired an accountant to run the calculations on what is owed to the Bakkes if the refund were to begin in 1994 with compounding interest through the 2012 tax year. The value was corrected in 2013. A copy of those calculations is attached. The total (calculated through June of 2019) with principal and interest from 1994 is \$12,102.42. \$3,706 of that is principal. \$8,396.42 of that is interest. The Kellers paid an accountant \$750 to help them calculate this information.

Administration is recommending a refund for the six years prior to 2013 when the Kellers first raised this issue with the Administration. This is to respect the assumed 6-year statute of limitations. This would be for the tax years 2007, 2008, 2009, 2010, 2011 and 2012 as follows:

#### 2007-2012 (13 Mill Rate)

From 2007 through 2012 the value of the one level was calculated at \$20/ft<sup>2</sup> (assuming the apartment), instead of \$12.87/ft<sup>2</sup> for comparable spaces. The values, when taken through the full assessment calculation, result in a difference in taxes of \$264 annually. That equates to \$1,584 for those six years in overpaid taxes only. \*Note, the accountant factored the annual difference at \$259 for some reason. In checking his calculations twice, the overpayment is actually \$264 annually.

At 8% interest, compounded annually, the total refund, plus interest to the Bakkes is \$3,584.67. This includes \$1,584 in principal and \$2,000.67 in interest. Administration recommends coving the cost of the accountant as well at \$750. Total recommended payment to the Bakkes is \$4,334.67.

**Bakke Overpayment and Interest***Item a.***Compound Period:****Daily****Nominal Annual Rate:****8.000%****AMORTIZATION SCHEDULE - Normal Amortization**

|             | <b>Date</b> | <b>Overpayment</b> | <b>Interest</b> | <b>Balance</b> |
|-------------|-------------|--------------------|-----------------|----------------|
| Overpayment | 10/31/1994  | 64.00              | 0.00            | 64.00          |
| Overpayment | 10/31/1995  | 128.00             | 5.33            | 197.33         |
| Overpayment | 10/31/1996  | 48.00              | 16.48           | 261.81         |
| Overpayment | 10/31/1997  | 48.00              | 21.80           | 331.61         |
| Overpayment | 10/31/1998  | 176.00             | 27.62           | 535.23         |
| Overpayment | 10/31/1999  | 211.00             | 44.57           | 790.80         |
| Overpayment | 10/31/2000  | 211.00             | 66.04           | 1,067.84       |
| Overpayment | 10/31/2001  | 178.00             | 88.93           | 1,334.77       |
| Overpayment | 10/31/2002  | 178.00             | 111.16          | 1,623.93       |
| Overpayment | 10/31/2003  | 178.00             | 135.24          | 1,937.17       |
| Overpayment | 10/31/2004  | 244.00             | 161.78          | 2,342.95       |
| Overpayment | 10/31/2005  | 244.00             | 195.12          | 2,782.07       |
| Overpayment | 10/31/2006  | 244.00             | 231.68          | 3,257.75       |
| Overpayment | 10/31/2007  | 259.00             | 271.30          | 3,788.05       |
| Overpayment | 10/31/2008  | 259.00             | 316.36          | 4,363.41       |
| Overpayment | 10/31/2009  | 259.00             | 363.37          | 4,985.78       |
| Overpayment | 10/31/2010  | 259.00             | 415.20          | 5,659.98       |
| Overpayment | 10/31/2011  | 259.00             | 471.35          | 6,390.33       |
| Overpayment | 10/31/2012  | 259.00             | 533.69          | 7,183.02       |
| Interest    | 10/31/2013  | 0.00               | 598.18          | 7,781.20       |
| Interest    | 10/31/2014  | 0.00               | 648.00          | 8,429.20       |
| Interest    | 10/31/2015  | 0.00               | 701.96          | 9,131.16       |
| Interest    | 10/31/2016  | 0.00               | 762.59          | 9,893.75       |
| Interest    | 10/31/2017  | 0.00               | 723.93          | 10,617.68      |
| Interest    | 10/31/2018  | 0.00               | 892.54          | 11,510.22      |
| Interest    | 6/15/2019   | 0.00               | 592.20          | 12,102.42      |
| Totals      |             | 3,706.00           | 8,396.42        | 12,102.42      |



Bakke Assesment Calculations  
Year: 2007-2012

Value Calculations per Borough

| Description               | Area | Unit Cost | Total      |
|---------------------------|------|-----------|------------|
| 1st Floor                 | 2240 | 45        | 100,800    |
| 2nd Floor                 | 2240 | 20        | 44,800     |
| Deck                      | 400  | 5         | 2,000      |
| Total replacement cost    |      |           | \$ 147,600 |
| Conversion Factor         |      |           | 1.4        |
| Adjusted replacement cost |      |           | \$ 206,640 |
| Net condition             |      |           | 91%        |
| Appraisal                 |      |           | 188,024    |
| Round to nearest hundred  |      |           | 188,000    |
| Land                      |      |           | 22,100     |
| Total Value               |      |           | \$ 210,100 |
| Exemption                 |      |           | (150,000)  |
| Taxable                   |      |           | \$ 60,100  |
| Mill rate                 |      |           | 13         |
| Tax                       |      |           | \$ 766     |

Corrected

| Description               | Area | Unit Cost | Total      |
|---------------------------|------|-----------|------------|
| 1st Floor                 | 2240 | 45        | 100,800    |
| 2nd Floor                 | 2240 | 12.87     | 28,829     |
| Deck                      | 400  | 5         | 2,000      |
| Total replacement cost    |      |           | \$ 131,629 |
| Conversion Factor         |      |           | 1.4        |
| Adjusted replacement cost |      |           | \$ 184,280 |
| Net condition             |      |           | 91%        |
| Appraisal                 |      |           | 167,678    |
| Round to nearest hundred  |      |           | 167,700    |
| Land                      |      |           | 22,100     |
| Total Value               |      |           | \$ 189,800 |
| Exemption                 |      |           | (150,000)  |
| Taxable                   |      |           | \$ 39,800  |
| Mill rate                 |      |           | 13         |
| Tax                       |      |           | \$ 507     |

Difference \$ 259

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

**RESOLUTION No 09-19-1488** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2019

|                         |
|-------------------------|
| <u>SUBMITTED BY:</u>    |
| Kim Lane, Borough Clerk |

| <u>Reviews/Approvals/Recommendations</u> |                                |
|--|--------------------------------|
| <input type="checkbox"/>                 | Commission, Board or Committee |
| Name(s)                                  |                                |
| Name(s)                                  |                                |
| <input type="checkbox"/>                 | Attorney                       |
| <input type="checkbox"/>                 | Insurance                      |

|  |                 |          |
|--|-----------------|----------|
| <u>FISCAL NOTE:</u>                                    |                 |          |
| <b>Expenditure Required:</b> \$XXX Total               |                 |          |
| FY 19: \$  | FY 20: \$       | FY21: \$ |
| <b>Amount Budgeted:</b>                                |                 |          |
|  | FY19 \$XXX      |          |
| <b>Account Number(s):</b>                              |                 |          |
|  | XXXXX XXX XXXX  |          |
| <b>Account Name(s):</b>                                |                 |          |
|  | Enter Text Here |          |
| <b>Unencumbered Balance(s) (prior to expenditure):</b> |                 |          |
|  | \$XXX           |          |

|   |
|---|
| <u>ATTACHMENTS:</u> Resolution No. 09-19-1488 |
|---|

### **RECOMMENDED MOTION:**

Move to approve Resolution No. 09-19-1488 that designates the Canvass Board for the October 1, 2019 Regular Borough Election.

### **Summary Statement:**

Wrangell Municipal Code Sec. 2.28.050 Canvass Board, provides that the Borough Assembly shall, prior to the date of the election, designate three assembly members to serve on the Canvass Board. This Resolution is before the Borough Assembly to comply with Borough Code.

CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 09-19-1488

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2019

WHEREAS, Wrangell Municipal Code Sec. 2.28.050 Canvass Board, provides that the Borough Assembly shall, prior to the date of the election, designate three assembly members to serve on the Canvass Board; and

WHEREAS, If three members of the assembly cannot serve on the canvass board, the mayor shall appoint one or more qualified voters to service on the board in place of the member or members of the assembly; to be appointed to the canvass board, a qualified voter may not be a member of the election board.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that Assembly Members **Stephen Prysunka, Mya DeLong, and David Powell** be designated to serve on the Canvass Board and to attend the election, pursuant to Wrangell Municipal Code Sec. 2.28.050 to be held within six days after the election, pursuant to Wrangell Municipal Code Sec. 2.28.060 Canvass of Returns-Procedures Generally.

ADOPTED: \_\_\_\_\_, 2019

\_\_\_\_\_  
Stephen Prysunka, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, MMC, Borough Clerk

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval to hold a Special Assembly meeting to Certify the Oct 1st Regular Local Election

SUBMITTED BY:

Kim Lane, Borough Clerk

FISCAL NOTE:

**Expenditure Required:** \$XXX Total

|           |           |          |
|-----------|-----------|----------|
| FY 19: \$ | FY 20: \$ | FY21: \$ |
|-----------|-----------|----------|

**Amount Budgeted:**

|  |            |
|--|------------|
|  | FY19 \$XXX |
|--|------------|

**Account Number(s):**

|  |                |
|--|----------------|
|  | XXXXX XXX XXXX |
|--|----------------|

**Account Name(s):**

|  |                 |
|--|-----------------|
|  | Enter Text Here |
|--|-----------------|

**Unencumbered Balance(s) (prior to expenditure):**

|  |       |
|--|-------|
|  | \$XXX |
|--|-------|

Reviews/Approvals/Recommendations

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
| Name(s)                  |                                |
| Name(s)                  |                                |
| <input type="checkbox"/> | Attorney                       |
| <input type="checkbox"/> | Insurance                      |

ATTACHMENTS: 1. None.

### RECOMMENDATION MOTION:

Move to Approve holding a Special Assembly meeting on October 7, 2019 at 5:30 p.m., to Certify the results of the Regular Borough Local Election.

### SUMMARY STATEMENT:

The Canvass Board will meet on Thursday, October 3, 2019 to count the Absentee Ballots (including by mail), as well as the ballots cast by fax and (if any) write-in votes. The Assembly is required to

certify the Canvass Board certificate. Therefore, the Clerk is asking that the Assembly approve the Special Assembly meeting to take place on Monday, October 7<sup>th</sup> for that purpose.

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval of Professional Services Agreement with JB Rewards Systems in the amount of \$21,750 for the Employee Compensation & Classification Study, and Contingency Funding in the amount of \$3,250 for a Total Project Budget of \$25,000

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$25,000 (Up to) Total

|           |                    |          |
|-----------|--------------------|----------|
| FY 19: \$ | FY 20:<br>\$25,000 | FY21: \$ |
|-----------|--------------------|----------|

**Amount Budgeted:**

|          |
|----------|
| FY20 \$0 |
|----------|

**Account Number(s):**

|                |
|----------------|
| 11000 001 7519 |
|----------------|

**Account Name(s):**

|                             |
|-----------------------------|
| Admin Professional Services |
|-----------------------------|

**Unencumbered Balance(s) (prior to expenditure):**

|                                  |
|----------------------------------|
| \$25,000 (Resolution 09-19-1488) |
|----------------------------------|

Reviews/Approvals/Recommendations

|                                     |                                |
|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Commission, Board or Committee |
| Name(s)                             | Proposal Review Committee      |
| Name(s)                             |                                |
| <input type="checkbox"/>            | Attorney                       |
| <input type="checkbox"/>            | Insurance                      |

ATTACHMENTS: 1. JB Rewards Systems Proposal

**RECOMMENDATION MOTION:**

Move to Approve Professional Services Agreement with JB Rewards Systems in the amount of \$21,750 for the Employee Compensation & Classification Study, and Contingency Funding in the amount of \$3,250 for a Total Project Budget of \$25,000.

**SUMMARY STATEMENT:**

The City & Borough of Wrangell is preparing to enter into the collective bargaining process with the IBEW. Wages are an important component of the bargaining process. It is important for the CBW to understand how employee wages compare to the regional market, and internally to each other between classifications – for all staff. To that end, the CBW posted an RFP for a compensation and classification study. The RFP was open from June 27<sup>th</sup> through August 2<sup>nd</sup>. Two proposals were received. A review committee was formed including Assembly member Gilbert, Andrew Scambler, Joyce Mason, Mark Armstrong, Aleisha Mollen, and the Borough Manager. The review committee met on August 9<sup>th</sup> to review the proposals and determined one respondent should move forward to the interview phase. A subsequent phone interview was held with Vance Jacobsen of JB Rewards Systems on September 11<sup>th</sup>.

Following the interview the committee recommends entering into a professional services agreement with JB Rewards Systems for the Employee Compensation & Classification Study. Mr. Jacobsen proposes to be onsite in Wrangell to begin work sometime during the first two weeks of October. He anticipates 60 days to complete the study.

The fixed cost for the study is \$21,750. Administration is asking for approval of a professional services agreement in that amount with contingency in the amount of \$3,250 for a total project budget up to \$25,000. The contingency money will only be used if some unknown issue arises that requires a scope amendment to the agreement.

Having no idea what the cost of the compensation study would be, funding was not put in the FY20 Budget for this project. A resolution amending the FY20 Budget to fund the study is concurrently on the agenda.

The proposal is attached for review by the Assembly.

The information from the study will be mutually beneficial for both the CBW and the IBEW for collective bargaining. Administration has invited the IBEW to share in the cost of the study if they are inclined. Administration has committed to the study results and all related discussion taking place in open session. The IBEW management is currently considering the opportunity to partner on the study. When a decision is made Administration will amend the budget accordingly to incorporate any assistance from the IBEW,

This situation does not preclude subsequent executive session discussions regarding wage aspects of a new collective bargaining agreement.



# WRANGELL CITY AND BOROUGH



## Comprehensive Total Compensation & Classification Survey

Our Proposal  
July 26, 2019

REWARD SYSTEMS  
Bainbridge Island, Washington

# JB



**REWARD SYSTEMS**  
Jacobson, Betts & Company

Ms. Lisa Von Bargaen; Ms. Kim Lane  
Borough Manager; Borough Clerk  
City and Borough of Wrangell  
PO Box 531  
Wrangell, AK 99929

July 26, 2019

Dear Ms. Von Bargaen, Lane, and Proposal Reviewers:

JB Reward Systems is pleased to submit the enclosed proposal to assist the City and Borough of Wrangell with total compensation assessment, job classification, and salary range placement consulting services. Your description of the project scope has enabled us to develop a project plan we believe is responsive to your needs.

We have considerable experience in conducting and implementing job classification and compensation reviews, and designing programs for municipal government and other public sector entities. We offer fresh perspectives and creative and cost-effective implementation strategies.

In 2006 we designed a master salary schedule for the City consisting of ranges containing 13 steps. We believe this plan would well-serve the City and Borough needs. It will need substantial updating and to accomplish that, we will conduct a thorough competitive and internal assessment to produce a competitive and affordable salary program for all levels of staff.

Please contact me with questions or to provide additional discussion. I am an authorized signer for the company and will be your consultant for this project. I have experience in Alaska municipal government, Northwest Public Power Association, and regional municipalities. You can be assured the entire proposal, including a not-to-exceed fee, is valid for one year.

Very truly yours,

*VB Jacobson*

Vance B. Jacobson  
CEO and Managing Consultant  
[vbjacobson@jbrewards.com](mailto:vbjacobson@jbrewards.com)

- Jacobson, Betts & Company is a Washington Corporation, incorporated in 1991 and a Veteran-owned business.

## Methodology, Deliverables, & Timeline

As a preface to the work plan, we would like to point out several aspects of our level of service and approach that make us uniquely qualified and provide the City and Borough of Wrangell with substantial value for its investment in our consulting services.

- **Experience.** Jacobson, Betts and Company, doing business as **JB REWARD SYSTEMS** has worked with over 30 municipalities and public utility districts and pioneered many of the positive changes that have occurred in the last decade in areas such as skill-based career ladders, affordable salary structures, and cost-effective implementation processes.
- **Salary Surveys.** We specialize in surveys for in unique labor markets. For CBW, this means we will collect compensation/benefits data from:
  - 12-18 Cities, Boroughs and Special Districts in the region serving comparable populations, and
  - Organizations of comparable staffing, recruiting and retention challenges, and scope of services.
- **Decision Support.** We will provide our newest version of the computer-aided model, **SALPLAN™**, which streamlines the job evaluation process, enables budget and financial analysis, and allows for change. The model will help you:
  - Analyze Market-to-Structure conversion challenges.
  - Save time spent making pay-related decisions.
  - Compute and archive job evaluation information.
  - Facilitate short and long range salary planning.
  - Optimize equitable allocation of salary dollars.

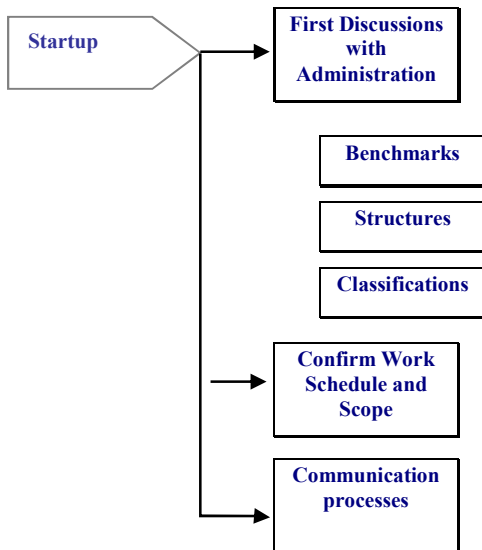
For the City and Borough of Wrangell, our decision support model enables assessment of ‘actual versus competitive’ assessments and cost impact analysis and scenarios for all positions.

The following tasks describe how we will conduct the project to meet the objectives of the City and Borough.

### TASK A. INITIATE SERVICES

The initial project phase will enable us to learn about CBW’s current challenges and future needs and goals. We will work with Administration to affirm the project design and schedule.

**Step 1: Conduct Preliminary Assessments.** We will assess current program strength and engage in dialogue with Administration



about compensation structure designs that might best contribute to competitive and financial goals, such as, but not limited to:

- competitive positioning,
- architecture of salary ranges,
- the role and cost of benefits, and
- decision-making processes.

As part of this step, we will:

- Learn about scope of services, organization structures, recent and proposed competitive enhancements.
- Initiate discussions with Administration and HR about the survey and compensation strategies, such as but not limited to:
  - ⇒ Benchmark positions in all priorities
  - ⇒ Related job designs
  - ⇒ Future job design needs
  - Salary structure and design options to support -
    - ⇒ Internal equity and salary growth
  - Decision-making
    - ⇒ Job alignment/evaluation tools
    - ⇒ Archiving and cost analysis models
- Conduct initial orientation of HR staff.
- Confirm the work plan and milestones to ensure the work plan steps are structured to meet the project's objectives.

**Step 2: Upload Employee Pay Information.** We will ask for existing salary and benefit information, structures, and supplemental forms of cash and non-cash compensation. This information will assist us in constructing the **SALPLAN™** decision support model to enable:

- Conversion of competitive trends into structure dynamics,
- Assess cost implications by occupation and employee, and
- Provide the basis for studying and linking internal job alignment to competitive goals.

**Step 3: Study all Positions.** We will review current position descriptions and meet with employees in all active job classifications to get up-to-date information about job content, knowledge, skill, and ability requirements, and career growth.

**Step 4: Confirm the Survey Sample.** We will facilitate this process, the criteria for selection, and receive feedback before selecting the contributing organizations.

The selection of comparable organizations will consider applicable regions in Alaska and the contiguous Pacific Northwest.

The diagram below will serve as the starting point for making the preliminary recommendation which would be amended by the dialog with CBW Administration.

Hours: 60

Calendar: Days 7-10

**Deliverable:**

- Study of 'benchmark' enhancing ability to make comparisons

## .... FOR DISCUSSION ...

| ALASKA<br>CITIES/BOROUGHES | ELECTRICAL<br>DISTRICTS    | POTENTIAL<br>NW DATA     |
|----------------------------|----------------------------|--------------------------|
| Sitka                      |                            |                          |
| Petersburg                 | Municipal Power/Light      | Montana ECA              |
| Homer                      | Homer Electric Assoc.      | Cascade Locks            |
| Ketchikan                  | Ketchikan Public Util.     | Orcas P&L                |
| Kodiak                     | Kodiak Electric Assoc.     | City of Ukiah            |
| Seward                     |                            | Tillamook                |
|                            | SE Alaska Power Agency     |                          |
|                            | Inside Passage Elec. Co-op |                          |
| Cordova                    | Cordova Electric Co-op     |                          |
|                            |                            | Truckee/Donner<br>Bandon |

**TASK B. SALARY SURVEY**

We will compare the current total compensation of CBW with competitive practices in the region and among Cities and Boroughs, Electrical and Public Utility Districts that have similar financial makeup and compete for the same qualified staff.

**Compensation Survey of 12-18 organizations.**

- **Benchmark positions = 20 (note: the job measurement system will align all other positions)**

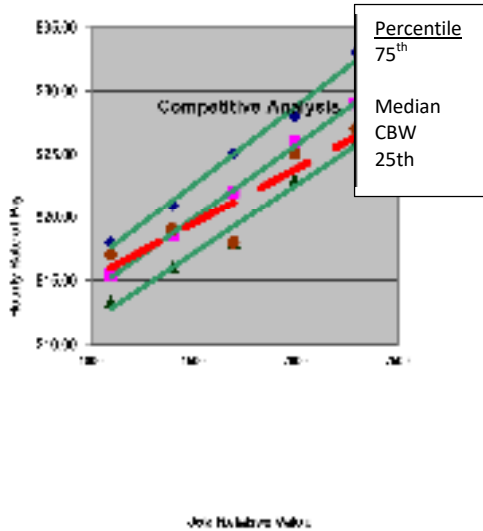
**Step 1: Identify Sources of Survey Data.** We will collect salary information from no less than 12 organizations, identified by CBW as comparable in scope and quality of service, size, complexity, **local cost-of-living**, and location. Supplemental resources available for this project, using the JB REWARD SYSTEMS databases:

- Local: SE AK, Kenai Peninsula, & nearby
- Regional: PUD's and Cities in the Northwest
- Other possibilities:
  - Utility/Gov't data JB Reward Systems Database

**Step 2: Collect Compensation Survey Data.** We will obtain salary and benefit cost information from "targeted" employers.

- Salary Ranges and Structures
  - Ranges (minimum and maximum),
  - Structure features (e.g., years to the max.)
- Benefit plan and Retirement costs paid by the employer
- Supplemental pay for longevity, professional development, and additional education, certifications, stipends, etc.

**Step 3: Compile Total Compensation Survey Data.** We will collect and tabulate the total compensation survey information in tabular and presentation graphic format. Data will be reported in accordance with professional standards, that being quartiles and



averages. Other data will be reported in the same manner or by frequency count, narrative, and cost.

**Step 3: Compile Total Compensation Survey Data.** We will collect and tabulate the total compensation survey information in tabular and presentation graphic format. Data will be reported in accordance with professional standards, that being quartiles and averages. Other data will be reported in the same manner or by frequency count, narrative, and cost.

#### Planner I, in hourly \$, for example purposes only

| Range  | Competitive Percentile |                  |       |                  |                  | CBW Range | Market Standing        |
|--------|------------------------|------------------|-------|------------------|------------------|-----------|------------------------|
|        | 25 <sup>th</sup>       | 50 <sup>th</sup> | Avg.  | 60 <sup>th</sup> | 75 <sup>th</sup> |           |                        |
| Start  | \$19.00                | 20.10            | 20.80 | 21.6             | 22.60            | 19.30     | 35 <sup>th</sup> Pctl. |
| Year 4 | \$22.20                | 23.60            | 23.70 | 24.20            | 25.60            | 22.81     | 35 <sup>th</sup> Pctl. |
| Max.   | \$26.00                | 27.50            | 27.90 | 28.20            | 29.30            | 26.08     | 30 <sup>th</sup> Pctl  |

The Salary Survey includes site visits to selected participants to assure credibility of the job matches.

#### Task C

Hours: 50

Calendar: Days 10-40

#### Deliverables:

- Survey of 10-12 organizations
- Implications to the CBW salary schedules
- Benefit program value and costs

### TASK C. APPLY JOB EVALUATION SYSTEM

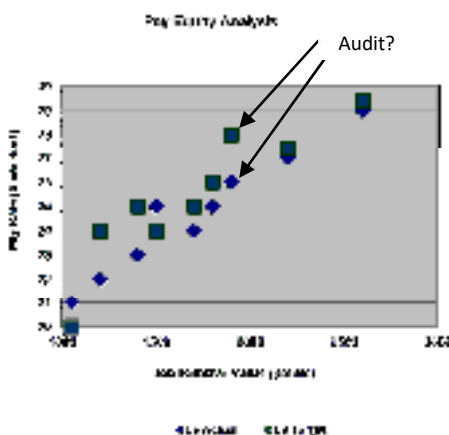
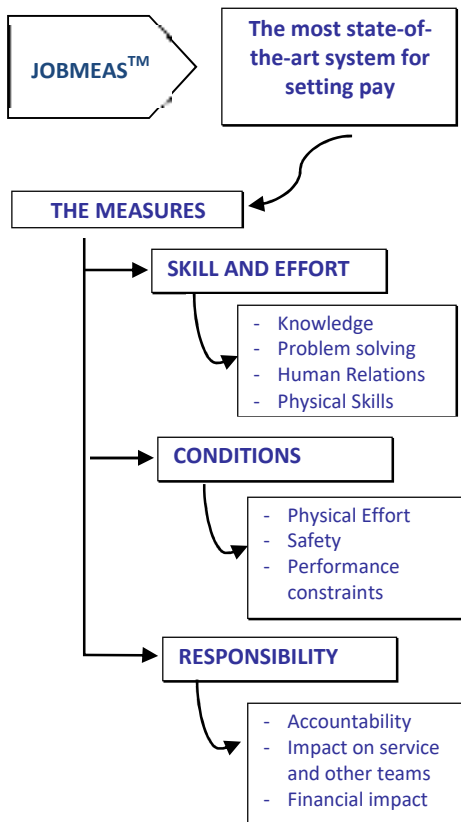
The job evaluation (measurement) phase of the project will align all positions and employees into the proper salary range, striking a balance between internal equity – the primary standard – and the labor market.

The competitive market bears the philosophies of other employers – not the City and Borough of Wrangell.

The market can also be discriminatory and a product of poor program design elsewhere.

The JOBMEAS<sup>TM</sup> system will stabilize those elements.

### First, A Word on Job Measurement



The JOBMEAS™ system of evaluation is the key to professional salary administration. It is a point-factor system that is widely recognized for its ability to accurately balance internal alignment (fairness) and external competitiveness of jobs. We believe this system to be of superior design and optimally weighed, thus providing a consistent approach (with rater reliability) to evaluating internal equity and assigning jobs to pay grades:

We will conduct a 'description-based evaluation of all positions using the point factor job evaluation system, **JOBMEAS™**.

The **JOBMEAS™** will enable us to develop:

- Groupings of positions with comparable worth to each other,
- Proper spacing to define organization levels, define promotions, and minimize pay compression.

The JOBMEAS™ system is widely used in private industry, service, and public sector organizations for all types and levels of positions. The JOBMEAS™ system consists of five factors which constructed to conform to the basic legal requirements that pay can be differentiated on differences in skill, effort, conditions and responsibility.

JOBMEAS™ evaluates key job content factors and focuses on job content. This job relatedness feature is a crucial test in auditing pay equity.

**Step 1: Evaluate all Positions.** We will conduct a point-factor evaluation of all positions which will produce a hierarchy of job classifications arranged from high to low.

**Step 2: Analyze Internal Pay Equity.** We will analyze the equity of the organization's internal pay practices. This median will be particularly useful in aligning non-benchmark positions and career path levels.

**Step 3: Review Positions with Administrators.** We will review the position list with CBW administration and, discuss new information, ideas, and concerns about alignment of participating positions.

Hours: 20

Deliverables:

- Position Hierarchy
- Pay Equity Analysis
- Briefing to Admin.
- Job Evaluation Training

Calendar Days: 40-45

## TASK D. SALARY STRUCTURE DESIGN

Designing compensation structure/schedule(s) involves the integration of several factors including compensation philosophy, culture, and ability to fund a specific compensation system.

The plan must be internally equitable, competitive, **affordable**, and meet the organization's requirements concerning recruitment, retention, and performance goals. We will work with Administration and Human Resources to reassure the compensation strategies that will be used to guide the design of the recommended compensation plan.

**Step 1: Create Structure Options.** We will:

- Convert the competitive and internal business and academic objectives into precise analysis of cost-benefit implications at various competitive levels.
- Explore options for the specific design, or architecture of the salary grid.

**Step 2: Finalize Salary Structure Architecture.** We will produce a recommended salary structure for all categories and levels of positions. We will suggest that a grade system be continued for all levels and job classifications, including part-time.



Hours: 10

Calendar Days: 45-50

**Deliverables:**

- Compensation Structures to support CBW goals
- Implementation Cost Analysis using SALPLAN™ decision support model

**Step 3: Develop a Range Conversion Plan.** We will prepare recommendations and procedures to CBW that will provide a graded compensation structure encompassing all positions.

We will also develop a specific action plan for converting from one set of pay structures to another and address issues such as competitiveness, pay compression, costs, etc.

**Step 4: Prepare Communications.** We will prepare and present communications that introduce potential structure changes to CBW administration and staff.

## TASK E. FINAL IMPLEMENTATION PLAN

This task is designed to convert all previous steps into a step-by-step short and long-term implementation and program maintenance plan. The SALPLAN™ model will facilitate a detailed cost impact analysis impacting CBW and each employee for a 4-year period.

**Step 1: Develop Implementation Plan.** There are several considerations to developing an implementation plan:



- development of the strategy or plan,
- internal equity issues,
- implementation cost and limitations, and
- time required to implement in the new strategy.

We will develop and recommend an implementation plan to achieve desired internal equity and external competitiveness goals. We will then develop a time frame *and* the steps for successful implementation.

**Step 3: Recommend policies and Procedures for Salary Administration.** We will recommend specific policies, procedures, and decision support, as needed, for pay administration, such as, but not limited to, reclassification, advancement, promotion, and development of new jobs.

## TASK F. REPORTS & PRESENTATIONS

We will prepare a report in hard copies and an electronic file for submittal to CBW. CBW will also receive one copy JOBMEAS™ system technical manual along with training and will sign a license agreement to protect copyrights. The final reporting:

- **Section 1. Management Summary.** We will highlight key findings and recommendations:
  - Competitiveness, actual versus strategy.
  - Salary survey results, Priorities 1 and 2
  - Internal alignment of positions.
  - Compensation arrangements.
- **Section 2. Implementation Plan.** The second section will be the recommended implementation plan.
  - Detailed implementation scenario(s)
- **Section 3. Technical Materials.** Proprietary materials that provide guidance to program maintenance, including a technical manual for:
  - JOBMEAS™ SALPLAN™ models, and
- **Section 4. Training.** The curriculum for and training in job classification, job evaluation, and descriptions.
  - Introduction to Job Classification and Compensation
    - Introduction to JOBMEAS™ SALPLAN™
  - Technical Program Education
    - Extended JOBMEAS™ SALPLAN™
    - Quality reviews of job evaluations.

We will present our report to CBW administration and be available to make a presentation to the governing board in closed session.

Hours: 30

Calendar Days: 50-60  
Target date:  
November 10, 2019

### Deliverables:

- Implementation plan that is reasonable
- Report and Training
- Communications

**Fee Proposal  
Total Compensation Study  
For  
City and Borough of Wrangell**

Our professional fees consider the number of hours spent on the assignment extended by the established rates for the consultant team and/or the type of service. Out-of-pocket expenses for travel, communications, and clerical support are estimated and billed based on actual cost and are in addition to professional fees. Work we perform on position descriptions will be billed at \$100.

We generally **do not bill for travel time** unless called for special conferences. Local taxes and fees that may be levied are not included in the proposal. We generate statements in the following manner:

- Statements issued on a bi-weekly basis during the course of the project as time and expenses actually occur, with net-15 day terms.

| <u>Professional Fees</u>          | <u>Est.<br/>Hrs.</u> | <u>Avg.<br/>Rate</u> | <u>Fees</u>      |
|-----------------------------------|----------------------|----------------------|------------------|
| Task A, Startup & Studies         | 60                   | \$125                |                  |
| Task B, Survey                    | 50                   | \$125                |                  |
| Task C, Job Evaluation /Alignment | 20                   | \$125                |                  |
| Task D, Structure Design          | 10                   | \$125                |                  |
| Task E, Implementation            | 20                   | \$125                |                  |
| Task F, Reports, Presentations    | 30                   | \$125                | \$ _____         |
| <b>TOTAL FEES</b>                 |                      |                      | <b>\$ 18,750</b> |

|                                   |            |
|-----------------------------------|------------|
| <u>Expenses</u>                   |            |
| Travel (airfare, lodging, meals)  | \$ 3,000   |
| Communications, admin., & reports | \$ _____ 0 |

**DISCOUNTED FEE AND EXPENSE PROPOSAL** \$ 21,750

Authorized by Vance Jacobson, CEO *VB Jacobson*

We maintain current General liability insurances. Additional insurances beyond this would be charged on a per project basis above and beyond this not-to-exceed fee proposal.



## Vance B. Jacobson

MBA Degree

BBA Degree in Finance

University of Oregon

Mr. Jacobson is the senior member and co-founder of Jacobson, Betts & Company now doing business as JB Reward Systems. He has over thirty years of experience as a consultant, specializing in total compensation systems, organization design, and performance and productivity management systems. His industry experience is concentrated in health care, municipal government, utilities, education, manufacturing, and technology.

Prior to establishing this firm, Mr. Jacobson held increasingly responsible consulting and leadership positions as a Principal of an international consulting firm, a Partner of a regional consulting firm, and Manager with an international accounting firm where, in the consulting division, he was the firm's practice leader. Mr. Jacobson came from the transportation industry where he managed salary the administration, and training and organization development functions for a major railroad.

His specific background includes substantial project experience in the development of job evaluation and compensation systems, incentive and variable compensation programs for domestic and international positions, team oriented incentive plans rewarding productivity improvement, deferred compensation, benefits, salary surveys, and performance measurement systems that identify and reward competencies and accomplishments. He is particularly well known for his recent accomplishments in:

- designing job classification and salary systems that recognize learning and use of skills through career ladders,
- designing complex organization structures that are setup to maximize customer service,
- designing models for optimizing work schedules and staffing levels and mix,
- linking rewards to key competencies required to reach business plans, and
- linking organization design, job design, accountabilities, and compensation to total quality improvement programs.

Mr. Jacobson is the author of the firm's proprietary job measurement technology, **JOBMEAS™**, which is well known for its capabilities for assigning optimum relative value to the content of jobs. He is the author of the model, **SALPLAN™**, which automates the salary related decision-making process.

Mr. Jacobson has provided expert testimony and has made numerous presentations to business groups in the areas of compensation and organization improvement. His writings have appeared in professional journals and have been used as training materials.

### Our References (Vance Jacobson)

1. **City of Klamath Falls, Oregon.** Please contact Ms. Brooke Marshall, Director of Administration at (541) 883-5396. Email: [bmarshall@klamathfalls.city](mailto:bmarshall@klamathfalls.city) .
  - Comprehensive compensation survey, salary master schedule, and implementation via collective bargaining. All jobs including the City Manager.
2. **South Peninsula Hospital, Homer.** Contact Mr. Noel Rae acting CEO at (907) 305-1035. Email: [Noel.Rae@networxhealth.net](mailto:Noel.Rae@networxhealth.net) .
  - Compensation surveys for Wrangell General Hospital, Mason General Hospital and South Peninsula Hospital.
3. **City of Kenmore, Washington.** Please contact Ms. Joanne Gregory, Director of Finance and Administration, at (425) 398-8900. Email: [jgregory@kenmorewa.gov](mailto:jgregory@kenmorewa.gov)
  - Comprehensive job classification and compensation review of all staff.
4. **City of Oregon City, Oregon.** Please contact Larry Patterson, City Manager, retired, at (503) 484-8921, with email of [larrypattersonconsulting@gmail.com](mailto:larrypattersonconsulting@gmail.com) or Mr. James, Loeffler, Director of HR, at (503) 496-1528. Email: "Jim Loeffler" <jloeffler@ci.oregon-city.or.us>
  - Regional surveys and salary program for 170 non-represented and represented city employees.
5. **City of Madras, Oregon.** Please contact Gus Burrell, City Manager at (541)-475-2344, with email of [gburrell@ci.madras.or.us](mailto:gburrell@ci.madras.or.us) or Sara Johnston, Human Resources Manager with email of [spuddy@ci.madras.or.us](mailto:spuddy@ci.madras.or.us) .
  - Regional surveys and salary program for 50 non-represented and represented city employees.

We have more references. Just ask.

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

**PROPOSED RESOLUTION NO. 09-19-1489** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND BY TRANSFERRING \$25,000 FROM GENERAL FUND RESERVES TO THE ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT FOR THE EMPLOYEE COMPENSATION STUDY AND AUTHORIZING ITS EXPENDITURE

|                                  |
|----------------------------------|
| <u>SUBMITTED BY:</u>             |
| Lisa Von Bargen, Borough Manager |

| <u>Reviews/Approvals/Recommendations</u> |                                |
|--|--------------------------------|
| <input type="checkbox"/>                 | Commission, Board or Committee |
| Name(s)                                  |                                |
| Name(s)                                  |                                |
| <input type="checkbox"/>                 | Attorney                       |
| <input type="checkbox"/>                 | Insurance                      |

|  |                    |          |
|--|--------------------|----------|
| <u>FISCAL NOTE:</u>                                    |                    |          |
| <b>Expenditure Required:</b> \$25,000 Total            |                    |          |
| FY 19: \$  | FY 20:<br>\$25,000 | FY21: \$ |
|  |                    |          |
| <b>Amount Budgeted:</b>                                |                    |          |
| FY20 \$0   |                    |          |
| <b>Account Number(s):</b>                              |                    |          |
| 11000 001 7519   |                    |          |
| <b>Account Name(s):</b>                                |                    |          |
| Admin Professional Services                            |                    |          |
| <b>Unencumbered Balance(s) (prior to expenditure):</b> |                    |          |
| \$0  |                    |          |

ATTACHMENTS: 1. Resolution 09-19-1489

### RECOMMENDATION MOTION:

Move to Approve Resolution No. 09-19-1489.

### SUMMARY STATEMENT:

This resolution amends the FY 2020 Budget in the General Fund by transferring \$25,000 from General Fund Reserves to the Administration Budget to fund the Employee Compensation Study.

The action item to approve the professional services agreement for that study is concurrently on the agenda for consideration by the Assembly. That agenda statement includes the details about the study. This is simply the budget action to fund the study.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 08-19-1489

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE GENERAL FUND TRANSFERRING UP \$25,000 FROM GENERAL FUND RESERVES TO THE ADMINISTRATION PROFESSIONAL SERVICES ACCOUNT FOR THE EMPLOYEE COMPENSATION STUDY AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Assembly of the City and Borough of Wrangell approved Resolution No. 06-19-1467 on June 11, 2019 adopting the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments to the amounts adopted; and

WHEREAS, Administration recommends a budget amendment adding an additional \$25,000 to Professional Services in the Administration Department for the Employee Compensation Study.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that:

Section 1: The FY 2020 Budget in the General Fund is amended by transferring funds in the amount of \$25,000 from General Fund Reserves to the Administration Professional Services Expenditures Account (11000 001 7519) and authorizing its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 24<sup>TH</sup> Day of SEPTEMBER, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

\_\_\_\_\_  
Steve Prysunka, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, Borough Clerk

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval to Sole Source Purchase of Fire Pumper Truck from Hughes Fire Equipment/Pierce in the amount of \$419,707 in Conformance with Wrangell Municipal Code Section 5.10.050 (I), and Authorize Contingency Funding in the Amount of \$30,293 for a Total Cost up to \$450,000

|  |   |           |  |          |  |                |  |                        |  |   |  |           |
|--|---|-----------|--|----------|--|----------------|--|------------------------|--|---|--|-----------|
| <p><b><u>SUBMITTED BY:</u></b></p><br><br><br><br><br><br><br><br><br><br><br><p>Tim Bunes, Fire Chief</p> | <p><b><u>FISCAL NOTE:</u></b></p> <p><b>Expenditure Required:</b> \$419,707 up to (\$450,000) Total</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">FY 19: \$</td> <td style="width: 33%; text-align: center;">FY 20: \$<br/>\$419,707<br/>up to<br/>\$450,000</td> <td style="width: 33%; text-align: center;">FY21: \$</td> </tr> </table> <p><b>Amount Budgeted:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">FY20 \$450,000</td> </tr> </table> <p><b>Account Number(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">80090 000 7900 00 0000</td> </tr> </table> <p><b>Account Name(s):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">Fire Engine Replacement Capital Equipment</td> </tr> </table> <p><b>Unencumbered Balance(s) (prior to expenditure):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">\$450,000</td> </tr> </table> | FY 19: \$ | FY 20: \$<br>\$419,707<br>up to<br>\$450,000 | FY21: \$ |  | FY20 \$450,000 |  | 80090 000 7900 00 0000 |  | Fire Engine Replacement Capital Equipment |  | \$450,000 |
| FY 19: \$  | FY 20: \$<br>\$419,707<br>up to<br>\$450,000  | FY21: \$  |  |          |  |                |  |                        |  |   |  |           |
|  | FY20 \$450,000  |           |  |          |  |                |  |                        |  |   |  |           |
|  | 80090 000 7900 00 0000  |           |  |          |  |                |  |                        |  |   |  |           |
|  | Fire Engine Replacement Capital Equipment   |           |  |          |  |                |  |                        |  |   |  |           |
|  | \$450,000   |           |  |          |  |                |  |                        |  |   |  |           |

| <u>Reviews/Approvals/Recommendations</u> |                                |
|--|--------------------------------|
| <input type="checkbox"/>                 | Commission, Board or Committee |
| Name(s)                                  |                                |
| Name(s)                                  |                                |
| <input type="checkbox"/>                 | Attorney                       |
| <input type="checkbox"/>                 | Insurance                      |

**ATTACHMENTS:** 1. Hughes Fire Equipment Quote; 2. Hughes Fire Equipment Optional Equipment List; 3. Hughes Fire Equipment Full Proposal; 4. FireRescue GPO/NPPGov FAQ Sheet; 5. Hughes Fire Customer List

### RECOMMENDATION MOTION:



Move to Approve Sole Source Purchase of Fire Pumper Truck from Hughes Fire Equipment/Pierce in the amount of \$419,707 in Conformance with Wrangell Municipal Code Section 5.10.050 (I), and Authorize Contingency Funding in the Amount of \$30,293 for a Total Cost up to \$450,000.

### SUMMARY STATEMENT:

Last fiscal year (earlier this calendar year) the CBW was awarded a Community Development Block Grant (CDBG) for a new Fire Pumper Truck. The CDBG is \$337,500 and the matching CBW funds equal \$112,500 for total funding in the amount of \$450,000.

The Fire Department has been working through the procurement process and has determined the best option is to use FireRescue GPO. FireRescue GPO is a program of NPPGov, a Cooperative Purchasing Organization that offers cost savings to public entities. FireRescue GPO facilitates the creation of publicly solicited contracts on behalf of its tens of thousands of government members nationwide. These contracts are publicly solicited by a lead public agency in accordance with government purchasing regulations and include “piggybacking” language, which allows government agencies to use these contracts in place of their own RFP process. FireRescue GPO members save time and money by making purchases through these publicly solicited contracts. Please see the attached FAQ sheet for GPO/NPPGov. For additional information please see the NPPGov website at [nppgov.com](http://nppgov.com).

Hughes Fire Equipment/Pierce is one of the entities with costs pre-solicited through a government RFP process. The proposed purchase through Hughes will match the Fire Department’s existing equipment from a manufacturer’s representative in the Pacific Northwest. Additionally, the CBW vehicle maintenance staff is familiar with this type of fire apparatus, thus reducing or eliminating the need for extra training for Garage or Fire personnel.

Wrangell Municipal Code Section 5.10.050 (I) allows for purchases to be made without competitive bidding, “When it is advantageous to the borough to enter into a contract with a bidder for the same supplies or services such bidder is providing another Alaskan local government, the State of Alaska, or the United States where such supplies or services are being provided the other government unit on the basis of formal bids submitted and where the borough contract is on substantially the same terms as those bids, or to contract with or through such other government unit so that the benefit of the lowest and best responsible bid accrues to the borough.”

The Fire Department has confirmed with the Grant Administrator that the grant agreement (Page 6) includes the appropriate wording to allow this type of procurement, “...fully investigate the alternative method of using the sole source procurement, allowable through the WMC 5.10.050.” Fire Department staff has also confirmed with the Grant Administrator this purchase methodology is acceptable. Below is the email language from the Grantor:

*“The borough is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The borough will use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 24 CFR 85.36. The borough must keep*

*clear records of the bid process. The borough may purchase through the HGAC contract if the borough's procurement policies address this process for procuring equipment."*

The Hughes proposal is attached with a purchase quote of \$419,707. The sales representative is working to adjust some of the items that were in the drawing for the truck and this may increase the price to a small degree. In no case will the truck, including transportation, be more than \$450,000 which is the total of the grant and the CBW matching contribution.

The following items are attached for review by the Assembly:

1. Hughes Fire Equipment Quote for Pumper Truck
2. Hughes Fire Equipment Optional Equipment List
3. Hughes Fire Equipment Full Proposal (61 pages)
4. Fire Rescue GPO/NPPGov FAQ Sheet
5. Hughes Fire Equipment Customer List



9/3/2019

Wrangell Volunteer Fire Department, AK  
One (1) Freightliner Pumper AK804  
Build Location: Bradenton, FL

Proposal Price FOB: Bellingham, WA \$ 444,983.00

Less payment upon completion @ factory discount (3,583.00)

\* Deduct for 100% pre-payment with contract (15,843.00)

If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.

Subtotal including all pre-pay discounts 425,557.00

Less customer drive-out discount  
(Pierce Facility to Tacoma, WA) (5,850.00)

If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Proposal price including discounts 419,707.00

#### Terms:

Based on the current delivery schedule the unit would be ready for delivery from factory within 12.5 to 15.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at order placement. This does not include transportation time from the factory to the HFE facility in Tacoma, WA and the time required to perform the PDI, any other necessary contractual requirements and deliver to the dock in Bellingham, WA.

The above pricing is valid until January 31, 2020. If order is not submitted prior to that date, a 3% price increase will be required.

A performance bond is included in the above pricing.

An invoice will be provided upon order processing for the 100% prepayment if elected.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Purchasing documents will be between Hughes Fire Equipment and the customer. The above quote is subject to change.

The proposal price is based on the unit being purchased through HGAC contract FS12-17.

Transportation of the unit to be driven from the factory to Bellingham, WA is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

One (1) factory inspection trip for two (2) fire department customer representatives is included in the above pricing. The inspection trip will be scheduled at a time mutually agreed upon between the manufacture's representative and the customer. Airfare, lodging and meals while at the factory are included. If the Department elects to forgo an inspection trip \$2,250.00 per traveler (per trip) will be deducted from the final invoice.



# Proposal Option List

9/3/2019

Item f.

**Customer:** Wrangell Volunteer Fire Department  
**Representative:** Klein, Andrew P  
**Organization:** Hughes Fire Equipment, Inc  
**Requirements Manager:**  
**Description:** Pumper Wrangell  
**Body:** Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial  
**Chassis:** Freightliner M2-106, 4x4 Single Rear Axle

**Bid Number:** 804  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 08/15/2019  
**Stock Number:**  
**Price Level:** 38 (Current: 38)

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 1    | 0074080 |      | Build-to-Order, Pierce Florida Product - 2nd Gen Pumper                          | 1   |
| 2    | 0766610 |      | Boiler Plates, Pumper, w/Commercial Chassis                                      | 1   |
|      |         |      | Fire Department/Customer - Wrangell Fire Department                              |     |
|      |         |      | Operating/In conjunction W-Service Center - Operating                            |     |
|      |         |      | Miles - 500 Miles  |     |
|      |         |      | Number of Fire Dept/Municipalities - 25  |     |
|      |         |      | Bidder/Sales Organization - Hughes Fire Equipment                                |     |
|      |         |      | Delivery - an orientation video shall be created using this truck                |     |
|      |         |      | Dealership/Sales Organization, Service - Hughes Fire Equipment                   |     |
| 3    | 0018257 |      | Commercial chassis & Snorkel products  | 1   |
| 4    | 0584455 |      | Manufacture Location, Bradenton, Florida   | 1   |
| 5    | 0584453 |      | RFP Location: Bradenton, Florida   | 1   |
| 6    | 0588609 |      | Vehicle Destination, US  | 1   |
| 7    | 0610783 |      | Comply NFPA 1901 Changes Effect Jan 1, 2016, With Exceptions, Commercial Chassis | 1   |
| 8    | 0533347 |      | Pumper/Pumper with Aerial Device Fire Apparatus                                  | 1   |
| 9    | 0588611 |      | Vehicle Certification, Pumper  | 1   |
| 10   | 0568412 |      | Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD                | 1   |
| 11   | 0000000 | STF  | Alaska, Boiler plate with USA  | 1   |
| 12   | 0000114 |      | Inspection Trip(s)   | 1   |
|      |         |      | Qty, - 1   |     |
|      |         |      | Fill in Blank - two people   |     |
| 13   | 0620362 |      | Consortium, HGAC   | 1   |
| 14   | 0537375 |      | Unit of Measure, US Gallons  | 1   |
| 15   | 0000005 |      | Bid Bond, 10%  | 1   |
| 16   | 0582697 |      | Performance Bond, 100 Percent w/Warranty Bond, 1 Yr, and Payment Bond            | 1   |
|      |         |      | Percentage, Contract - 100%  |     |
| 17   | 0000007 |      | Approval Drawing   | 1   |
| 18   | 0589819 |      | Electrical Diagrams, Commercial  | 1   |
| 19   | 0686265 |      | Freightliner M2-106, 4x4 Single Rear Axle  | 1   |
| 20   | 0762131 |      | Model Year 2020  | 1   |
| 21   | 0755112 |      | Base Price, Freightliner M2-106, 4x4, Pricing Level 1/22/2019                    | 1   |
| 22   | 0623751 |      | Wheelbase, 247" to 278", Single Axle (16K/27+K GAWR), Freightliner               | 1   |
|      |         |      | Wheelbase - 257.5"   |     |
| 23   | 0584367 |      | GVW Rating, Commercial Chassis   | 1   |
|      |         |      | GVW rating - 43,000#   |     |
| 24   | 0579898 |      | Frame, Chassis, Freightliner, 120 KSI  | 1   |
| 25   | 0582814 |      | Frame Reinforcement, 1/4" Inner Liner, Freightliner                              | 1   |
| 26   | 0675953 |      | Axle, Front Driving, 16K, Freightliner 4x4, w/MTC4210 XP (w/PTO)                 | 1   |
| 27   | 0083043 |      | Suspension, Front Spring, 16,000 lb, Commercial                                  | 1   |
| 28   | 0073051 |      | Shock Absorbers, Front   | 1   |
| 29   | 0082996 |      | Brakes, Cam Front, 16.50"x 6.00" Commercial                                      | 1   |
| 30   | 0585775 |      | MichelinTires  | 1   |
| 31   | 0772242 |      | Tires, 22.50, Traction Tread, 4x4  | 1   |
| 32   | 0683147 |      | Wheel, Steel, 22.50", 4x4  | 1   |
| 33   | 0686231 |      | Axle, Rear, Meritor RS, 27K, Freightliner M2-106 4x4                             | 1   |
| 34   | 0772020 |      | S-Cam Style 16.50" x 7.00"   | 1   |
| 35   | 0544651 |      | Top Speed of Vehicle, 60 MPH, Commercial Chassis                                 | 1   |
| 36   | 0771245 |      | Suspension, Rear Spring, 27,000 lb, Commercial                                   | 1   |
| 37   | 0770935 |      | Tires, Rear, 22.50, Traction Tread, 4x4  | 1   |
| 38   | 112     |      | Wheel, Steel, 22.50", 4x4  | 1   |

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 39   | 0620570 |      | Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle          | 1   |
|      |         |      | Qty, Tire Pressure Ind - 6   |     |
| 40   | 0057936 |      | Covers, Lug Nut, Chrome  | 1   |
| 41   | 0558288 |      | Chocks, Wheel, AC-44   | 1   |
|      |         |      | Qty, Pair - 01   |     |
| 42   | 0558291 |      | Mounting Brackets, Chocks, AC-44, Vertical                                       | 1   |
|      |         |      | Location, Wheel chock - below LS1  |     |
|      |         |      | Qty, Pair - 01   |     |
| 43   | 0020881 |      | ABS, Anti-Lock Braking System, Commercial  | 1   |
| 44   | 0009547 |      | Air Compressor, Brake, 18.7 CFM, Commercial                                      | 1   |
| 45   | 0773985 |      | Air Dryer, Brake, w/Heater, Commercial   | 1   |
| 46   | 0010574 |      | Air Inlet, w/Disconnect Coupling, Commercial Chassis                             | 1   |
|      |         |      | Location, Air Coupling(s) - a) DS Step Well                                      |     |
| 47   | 0773953 |      | Engine, Cummins L9, 350 hp, Freightliner   | 1   |
| 48   | 0755088 |      | Engine Surcharge, Cummins/Freightliner   | 1   |
| 49   | 0001247 |      | High Idle w/Electronic Engine, Commercial  | 1   |
| 50   | 0773963 |      | Auxiliary Brake, Exhaust Brake , VGT Style, Commercial                           | 1   |
| 51   | 0779576 |      | Fuel/Water Separator,Detroit,w/Hand Primer,H2O Sensor w/Preheater, M2-106/108SD  | 1   |
| 52   | 0773981 |      | Air Intake, Engine, w/Ember Separator, OEM Installed, Commercial                 | 1   |
| 53   | 0773636 |      | Exhaust System, Horizontal, RH Step Mounted DPF/SCR, Commercial                  | 1   |
| 54   | 0684987 |      | Exhaust Modifications, Commercial Chassis, Horizontal Exhaust                    | 1   |
| 55   | 0061579 |      | Coolant Hoses, Gates Blue Stripe, FL M2  | 1   |
| 56   | 0773913 |      | Fuel Tank, 50 Gallon, Left Side, Aluminum, Commercial                            | 1   |
| 57   | 0773952 |      | DEF Tank, Left Side Location, Commercial   | 1   |
| 58   | 0789264 |      | Fuel Repriming Pump Incl'd w Detroit Fuel / Water Sep, Water Fuel Sensor, FLR    | 1   |
| 59   | 0552712 |      | Not Required, Shutoff Valve, Fuel Line   | 1   |
| 60   | 0023745 |      | Cooler, Chassis Fuel, Pierce Installed   | 1   |
| 61   | 0773950 |      | Trans, Automatic, Allison 3000 EVS, w/(2) PTO Provsions, Commercial              | 1   |
| 62   | 0773949 |      | Transmission, Shifter, Push Button, 5 Speed, Commercial                          | 1   |
| 63   | 0011475 |      | Transmission Oil Cooler, Internal, Commercial                                    | 1   |
| 64   | 0011370 |      | Driveline, Commercial Chassis  | 1   |
| 65   | 0748876 | SP   | Driveline Reviewed & Approved, Bid 804, AKlein                                   | 1   |
| 66   | 0773977 |      | Steering, Power w/Tilt/Telescope Column, Commercial                              | 1   |
| 67   | 0032733 |      | Hitch, Receiver, Front, Commercial Chassis                                       | 1   |
| 68   | 0692604 |      | Winch, 9,000 lb. Ramsey, QM9000, Portable Receiver Type, Synthetic,Polished Fair | 1   |
| 69   | 0003174 |      | Bumper Extension, 19", Commercial Chassis  | 1   |
| 70   | 0640197 |      | Tray, Hose, Center, 19" Bumper, Outside Air Horns                                | 1   |
|      |         |      | Grating, Bumper extension - Grating, Rubber                                      |     |
|      |         |      | Capacity, Bumper Tray - 20) 125' of 1.75"  |     |
| 71   | 0630813 |      | Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray                      | 1   |
|      |         |      | Stay arm, Tray Cover - b) Pneumatic Stay Arm                                     |     |
| 72   | 0002270 |      | Tow Hooks, Chrome  | 1   |
| 73   | 0582756 |      | Cab, 4-door, Crew Cab High-Roof, Freightliner, M2-106/108SD                      | 1   |
| 74   | 0769892 |      | Cab Interior, Gray, w/Convenience Package, 4-Door Crew Cab, Freightliner         | 1   |
| 75   | 0668972 |      | Grille, Chromed Plastic, w/Exterior Appearance Pkg, Freightliner                 | 1   |
| 76   | 0548159 |      | Mirrors, West Coast, 8"Convex, Heated, Remote,Bright,PS Aux, Freightliner        | 1   |
| 77   | 0027013 |      | Not Required, Peeper Window  | 1   |
| 78   | 0772100 | SP   | Cab Step treads Bustin Alum.Freightliner 4-Door, NFPA Compliant                  | 1   |
| 79   | 0023623 |      | Steps, Stirrup, 4-Dr. Cab (4x4)  | 1   |
| 80   | 0509487 |      | Lights, Cab Access Steps, P25, LED, 4Lts   | 1   |
| 81   | 0070598 |      | Daytime Running Lts, Commercial  | 1   |
| 82   | 0773943 |      | Air Conditioning, Commercial   | 1   |
| 83   | 0759495 |      | Ember Screen, for AC Filter, Air Intake, Pierce Provided, Commercial Chassis     | 1   |
| 84   | 0005940 |      | Lights, Engine Compt, (2) Commercial Chassis                                     | 1   |
| 85   | 0534867 |      | Console, Freightliner M2, 2/4 Door, Switches, Map Storage                        | 1   |
| 86   | 0624106 |      | Seating Capacity, Cab, 4-Door, Commercial  | 5   |
|      |         |      | Qty, - 05  |     |
| 87   | 0693656 |      | Seats, Cab, Air Driver, w/911 Fixed Officer SCBA, Freightliner                   | 1   |
| 88   | 0693656 |      | Seats, 3-man 911w/SCBA, Non-Suspended, Freightliner                              | 1   |

Item f.

| Line | Option  | Type | Option Description  | Qty |
|------|---------|------|---|-----|
| 89   | 0553361 |      | Bracket, SCBA, Air Bottle, Hands-Free II, Cab Seats, Commr Cab              | 4   |
|      |         |      | Qty, - 04   |     |
| 90   | 0597773 |      | Seat Belt Web Length, NFPA Compliant, Commercial Chassis                    | 1   |
| 91   | 0581771 |      | Seat Belts, Orange, Commercial Chassis                                      | 1   |
| 92   | 0562207 |      | Bracket, Helmet Holder, Zico UHH-2  | 5   |
|      |         |      | Qty, - 05   |     |
| 93   | 0602637 |      | Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification | 1   |
| 94   | 0584358 |      | Cab Instrumentation, Commercial Chassis                                     | 1   |
| 95   | 0034643 |      | Panel, Emergency Switch, Located In Floor Mt'd Console                      | 1   |
| 96   | 0005937 |      | Light, Do Not Move Apparatus, Commercial Chassis                            | 1   |
|      |         |      | Alarm, Do Not Move Truck - Pulsating Alarm                                  |     |
| 97   | 0005926 |      | Light, Open Door - Commercial Std   | 1   |
| 98   | 0072620 |      | Wiper control, intermittent feature Commercial                              | 1   |
| 99   | 0548015 |      | Wiring, Spare, 30 A 12V DC 1st  | 1   |
|      |         |      | Qty, - 01   |     |
|      |         |      | 12vdc power from - Battery direct   |     |
|      |         |      | Wire termination - t) terminal strip  |     |
|      |         |      | Location, Spare Wiring - Center Console                                     |     |
| 100  | 0797189 |      | Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st              | 1   |
|      |         |      | Qty, - 01   |     |
|      |         |      | 12vdc power from - Ignition power   |     |
|      |         |      | Location - console between driver's seat and officer                        |     |
| 101  | 0548009 |      | Wiring, Spare, 20 A 12V DC 1st  | 2   |
|      |         |      | Qty, - 02   |     |
|      |         |      | 12vdc power from - Battery direct   |     |
|      |         |      | Wire termination - Butt Splice  |     |
|      |         |      | Location, Spare Wiring - to be determined                                   |     |
| 102  | 0637219 |      | NO RADIO, AM/FM   | 1   |
| 103  | 0626864 |      | Not Required, Vehicle Information Center, No Multiplex System               | 1   |
| 104  | 0611591 |      | Vehicle Data Recorder w/Seat Belt Monitor, Commercial                       | 1   |
|      |         |      | VDR Primary Inputs - No Primary Input                                       |     |
|      |         |      | VDR Additional Input - No Additional Input                                  |     |
| 105  | 0696434 |      | Antenna Mount, Commercial Chassis, Cable Routed to Console                  | 1   |
|      |         |      | Qty, - 01   |     |
| 106  | 0622833 |      | Traditional Direct Wired Electrical System, Commercial Chassis              | 1   |
| 107  | 0623130 |      | Electrical System, Freightliner M2-106/108SD, Pumper                        | 1   |
| 108  | 0746524 |      | Single Start, (2) Batteries, 2000 CCA Total, LH, FLR M2                     | 1   |
| 109  | 0629423 |      | Battery Relocation Not Required, FLR M2-106, 4-Door Cab, 4x4, PMFD          | 1   |
| 110  | 0072685 |      | Selector, Single Start Battery, Commercial Chassis                          | 1   |
| 111  | 0531313 |      | Charger, Sngl Sys, IOTA, DSL 55, 55 amp, Indicator                          | 1   |
| 112  | 0012782 |      | Location, Charger, Front Left Side Body Compartment                         | 1   |
|      |         |      | Location, Battery Chrgr/Cmpr - High On Left Wall                            |     |
| 113  | 0567881 |      | Location, Bat Chrg Ind, Driver's Seat Riser, Comm Chassis                   | 1   |
| 114  | 0016857 |      | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super              | 1   |
|      |         |      | Qty, - 01   |     |
|      |         |      | Color, Kussmaul Cover - b) red  |     |
|      |         |      | Shoreline Connection - Battery Charger                                      |     |
| 115  | 0785088 |      | Shoreline Location, Commercial Chassis/PMFD                                 | 1   |
|      |         |      | Location, Shoreline(s) - DS Pump Panel                                      |     |
| 116  | 0009429 |      | Electric Power Only, Portable Winch   | 1   |
|      |         |      | Location - front bumper   |     |
|      |         |      | Qty, Receptacles - 01   |     |
| 117  | 0621234 |      | Alternator, 300 amp, Delco, 40SI, FLR                                       | 1   |
| 118  | 0692675 |      | Load Manager, Kussmaul 2 Channel, Commercial                                | 1   |
| 119  | 0770806 |      | Cab Lighting, LED HEADLIGHTS, Freightliner                                  | 1   |
| 120  | 0773739 |      | Cab Lighting, LED Marker Lights, Commercial                                 | 1   |
| 121  | 0620054 |      | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts       | 1   |
| 122  | 0627282 |      | Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts               | 1   |
| 123  | 0564683 |      | Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg | 1   |
|      |         |      | Color, Lens - Colored   |     |
| 124  | 0564471 |      | Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing                         | 1   |
| 125  | 114     |      | Bracket, License Plate & Light, P25 LED                                     | 1   |

Item f.

| Line | Option  | Type | Option Description  | Qty |
|------|---------|------|---|-----|
| 126  | 0556842 |      | Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights              | 1   |
| 127  | 0589905 |      | Alarm, Back-up Warning, PRECO 1040  | 1   |
| 128  | 0693287 |      | Lights, Perimeter Cab, Truck-Lite 44308C LED 4Dr, Grommet Mt              | 1   |
| 129  | 0617874 |      | Lights, Perimeter Pump House, Truck-Lite 44310C LED 2lts                  | 1   |
| 130  | 0693308 |      | Lights, Perimeter Body, Truck-Lite 44308C LED 2lts, Rear Step             | 1   |
|      |         |      | Control, Perimeter Lts - Parking Brake Applied                            |     |
| 131  | 0556360 |      | Lights, Step, P25 LED 4lts, Pump Pnl Sw                                   | 1   |
| 132  | 0773179 |      | Lights, WIn, P*H2* Pioneer, 12 VDC, 1st                                   | 2   |
|      |         |      | Location - at pump panel  |     |
|      |         |      | Qty, - 02   |     |
|      |         |      | Color, WIn Lt Housing - Black Paint                                       |     |
|      |         |      | Control, Scene Lts - Pump Panel Sw DS                                     |     |
|      |         |      | Scene Light Optics - combination  |     |
|      |         |      | Mount, WIn II - Pull Up Through Mnt 12" & Sensor                          |     |
| 133  | 0689891 |      | Lights, Deck, WIn (2) PFBP12C LED Rear Flood Lights                       | 1   |
|      |         |      | Switch, Scene Lt Cntrl - h)switch at rear                                 |     |
| 134  | 0645676 |      | Lights, Not Required, Hose Bed, Deck Lights At Rear                       | 1   |
| 135  | 0645681 |      | Lights, Not Required, Rear Work, Deck Lights At Rear                      | 1   |
| 136  | 0645694 |      | Lights, Rear Scene, WIn, 9SC0ENZR LED                                     | 2   |
|      |         |      | Location, Lights - rear bulkhead, each side                               |     |
|      |         |      | Qty, - 02   |     |
|      |         |      | Control, Rear Scene Lts - Cab Switch Panel DS                             |     |
| 137  | 0709438 |      | Light, Walking Surf, FRP Flood, LED                                       | 1   |
| 138  | 0693714 |      | Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial                         | 1   |
| 139  | 0692368 |      | Florida Value Discount, 2nd Generation Pumper                             | 1   |
| 140  | 0615514 |      | Body Skirt Height, 24", 4x4 Application, Commercial Chassis               | 1   |
| 141  | 0028299 |      | Tank, Water, 1000 Gallon, Poly, Long                                      | 1   |
| 142  | 0003405 |      | Overflow, 4.00" Water Tank, Poly  | 1   |
| 143  | 0028104 |      | Foam Cell Required  | 1   |
| 144  | 0633066 |      | Sleeve, Through Tank  | 1   |
|      |         |      | Qty, Sleeve - 1   |     |
|      |         |      | Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing             |     |
| 145  | 0553725 |      | Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export      | 1   |
| 146  | 0756038 |      | Tank Fill, 2.50", Auto, Akron 9330, Rear Of Truck                         | 1   |
|      |         |      | Location, driver's/passenger's/center - RS                                |     |
|      |         |      | Adapter, Elbow - 2.5"NST 45 deg   |     |
| 147  | 0003424 |      | Not Required, Dump Valve  | 1   |
| 148  | 0048710 |      | Not Required, Jet Assist  | 1   |
| 149  | 0030007 |      | Not Required, Dump Valve Chute  | 1   |
| 150  | 0514778 |      | Not Required, Switch, Tank Dump Master                                    | 1   |
| 151  | 0689065 |      | Hose Bed, Aluminum, Saber/Commercial                                      | 1   |
| 152  | 0627877 |      | Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"                         | 1   |
| 153  | 0083488 |      | Divider, Hose Bed, .25" Unpainted   | 2   |
|      |         |      | Qty, Hosebed Dividers - 2   |     |
| 154  | 0589278 |      | Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear | 1   |
|      |         |      | Type of fastener - seat belt buckle                                       |     |
|      |         |      | Nylon Web Color - Black   |     |
|      |         |      | Type of fastener, Rear - seat belt buckle - bottom of hosebed             |     |
| 155  | 0010133 |      | Cross-Divider, Hose Bed   | 1   |
| 156  | 0076724 |      | Running Boards, Bustin Bar Grating, Type N                                | 1   |
| 157  | 0676055 |      | Tailboard, 16" Deep, Bustin Bar Grating, Type N                           | 1   |
| 158  | 0690037 |      | Wall, Rear, Smooth Aluminum/Body Material                                 | 1   |
|      |         |      | Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate       |     |
| 159  | 0003531 |      | Tow Bar, Under Tailboard  | 1   |
| 160  | 0003561 |      | Construction, Compt, Alum, Pumper   | 1   |
| 161  | 0083662 |      | LS 161" Rollup, Full Height Front & Rear                                  | 1   |
| 162  | 0083669 |      | RS 161" Rollup, Full Height Front & Rear                                  | 1   |
| 163  | 0692733 |      | Doors, Rollup, Gortite, Side Compartments                                 | 6   |
|      |         |      | Qty, Door Accessory - 06  |     |
|      |         |      | Color, Roll-up Door, Gortite - Satin finish                               |     |
|      |         |      | Latch, Roll-up Door, Gortite - Non-Locking Liftbar                        |     |
| 16   | 115     | 01   | Compt, Rear, Rollup, 44.50" FF, 25.88" D                                  | 1   |

Item f.

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 165  | 0692746 |      | Door, Gortite, Rollup, Rear Compartment  | 1   |
|      |         |      | Color, Roll-up Door, Gortite - Satin finish  |     |
|      |         |      | Latch, Roll-up Door, Gortite - Non-Locking Liftbar   |     |
| 166  | 0555146 |      | Pull Strap, Body Doors, Each   | 6   |
|      |         |      | Qty, Door Accessory - 06   |     |
|      |         |      | Location, Door Accessory - all body compartments   |     |
| 167  | 0625184 |      | Guard, Drip Pan, S/S, Rollup Door, Pumper  | 7   |
|      |         |      | Qty, Door Accessory - 07   |     |
|      |         |      | Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1                              |     |
| 168  | 0616670 |      | Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker                   | 7   |
|      |         |      | Qty, - 07  |     |
|      |         |      | Location, Compartment Lights - All Body Compts   |     |
| 169  | 0687146 |      | Shelf Tracks, Painted  | 7   |
|      |         |      | Qty, Shelf Track - 07  |     |
|      |         |      | Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1                                      |     |
| 170  | 0600350 |      | Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations                            | 9   |
|      |         |      | Qty, Shelf - 09  |     |
|      |         |      | Material Finish, Shelf - Painted - Spatter Gray  |     |
|      |         |      | Location, Shelves/Trays, Predefined - .Location To Be Determined                                 |     |
| 171  | 0647091 |      | Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides   | 1   |
|      |         |      | Qty, - 01  |     |
|      |         |      | Location, Tray Slide-Out, Floor Mounted - B1   |     |
|      |         |      | Material Finish, Tray - Painted - Spatter Gray   |     |
| 172  | 0024016 |      | Rub Rail, Aluminum Extruded, Side & Rear of Body   | 1   |
| 173  | 0784811 |      | Fender Crowns, Rear, Stainless, w/Removable Liner  | 1   |
|      |         |      | Material Finish, Fender Liner - Painted  |     |
| 174  | 0602347 |      | Hose, Hard Suction, Provided by Fire Department, Pumper NFPA 2016 Classification                 | 2   |
|      |         |      | Qty, Hard Suction Hose - 2   |     |
|      |         |      | Length, Hard Suction Hose - 10   |     |
|      |         |      | Diameter, Hard Suction Hose - 6.00"  |     |
|      |         |      | Type of Hose Ends, Coupling, HSH - Long Handle   |     |
| 175  | 0035476 |      | Troughs, H.S.H., LS, Aluminum, Double  | 1   |
| 176  | 0626229 |      | Handrails, Side Pump Panels, Per Print   | 1   |
| 177  | 0004126 |      | Handrails, Beavertail, Standard  | 1   |
| 178  | 0004146 |      | Handrail, Rear, Below Hose Bed, Full Width   | 1   |
| 179  | 0657651 |      | Compt, Air Bottle, Double, Full Width Door, Fender Panel   | 4   |
|      |         |      | Qty, Air Bottle Comp - 4   |     |
|      |         |      | Door Finish, Fender Compt - Polished   |     |
|      |         |      | Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear |     |
|      |         |      | Latch, Air Bottle Compt - Southco C2 Chrome Raised   |     |
|      |         |      | Insert, Air Bottle Compt - Rubber Matting  |     |
| 180  | 0004225 |      | Ladder, 24' Duo-Safety 900A 2-Section  | 1   |
| 181  | 0004230 |      | Ladder, 14' Duo-Safety 775A Roof   | 1   |
| 182  | 0768674 |      | Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH,.188" Thick Door                   | 1   |
|      |         |      | Door, Material & Finish, Ladder Storage - aluminum treadplate                                    |     |
|      |         |      | Latch, Door Ladder Storage - D-Handle latch  |     |
|      |         |      | Hinge, Location - Right Side   |     |
| 183  | 0014245 |      | Ladder, 10' Duo-Safety Folding 585A, w/Mounting  | 1   |
|      |         |      | Location, Folding Ladder - Ladder Compartment  |     |
| 184  | 0554061 |      | Pike Pole, 10' DUO Safety, Fiberglass, Pumper NFPA Classification                                | 1   |
|      |         |      | Qty, Pike Poles - 1  |     |
|      |         |      | Location - ladder storage compartment  |     |
| 185  | 0789537 |      | Pike Pole, 6' DUO Safety, Fiberglass   | 1   |
|      |         |      | Qty, Pike Poles - 1  |     |
|      |         |      | Location, Pike Pole - Ladder Storage Compt   |     |
| 186  | 0004361 |      | Tubes, Alum, Pike Pole Storage   | 2   |
|      |         |      | Qty, Pike Pole Tubes - 02  |     |
|      |         |      | Location, Pike Pole Tube - Ladder Storage  |     |
| 187  | 0024388 |      | No Steps Required, Front Of Body   | 1   |
| 188  | 0592994 |      | Steps, Folding, Rear of Body, w/LED, Trident   | 1   |
|      |         |      | Coating, Step - black  |     |

Item f.



| Line | Option  | Type | Option Description  | Qty |
|------|---------|------|---|-----|
| 189  | 0553731 |      | Step Package, Body, w/4x4 Chassis, Saber/Commercial                 | 1   |
|      |         |      | Pump Panel Config - Side Control                                    |     |
| 190  | 0530209 | SP   | Pump, Waterous, CSU, 1500 gpm, Single Stage, Transfer Case Driven   | 1   |
| 191  | 0004482 |      | Seal, Mechanical, Waterous  | 1   |
| 192  | 0559789 |      | Trans, Pump, Waterous C20, Transfer Case Drive                      | 1   |
| 193  | 0053737 |      | Pumping Mode, Stationary Only, 4x4 Transfer Case Drive              | 1   |
| 194  | 0001774 |      | Pump Shift, PTO Pump, Transfer Case                                 | 1   |
| 195  | 0003148 |      | Transmission Lock-up, EVS   | 1   |
| 196  | 0004547 |      | Auxiliary Cooling System  | 1   |
| 197  | 0014486 |      | Not Required, Transfer Valve, Stage Pump                            | 1   |
| 198  | 0746501 |      | Valve(s), Relief Intake, Elkhart                                    | 1   |
|      |         |      | Qty - 1   |     |
|      |         |      | Pressure Setting - 125 psig   |     |
| 199  | 0794959 |      | Controller, Pressure, Pierce, Pump Boss, PBA300                     | 1   |
| 200  | 0072153 |      | Primer, Trident, Air Prime, Air Operated                            | 1   |
| 201  | 0780364 |      | Manuals, Pump, (2) Total, Electronic Copies                         | 1   |
| 202  | 0602512 |      | Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone | 1   |
| 203  | 0795135 |      | Plumbing, Stainless Steel, w/Foam System                            | 1   |
| 204  | 0004645 |      | Inlets, 6.00" - 1250 GPM or Larger Pump                             | 1   |
| 205  | 0004646 |      | Cap, Main Pump Inlet, Long Handle, NST, VLH                         | 1   |
| 206  | 0084610 |      | Valves, Akron 8000 series- All                                      | 1   |
| 207  | 0004660 |      | Inlet, Left Side, 2.50"   | 1   |
| 208  | 0029147 |      | Not Required, Inlet, Right Side                                     | 1   |
| 209  | 0016158 |      | Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"                | 1   |
|      |         |      | Qty, Inlets - 1   |     |
| 210  | 0004700 |      | Control, Inlet, at Valve  | 1   |
| 211  | 0092569 |      | No Rear Inlet (Large Dia) Requested                                 | 1   |
| 212  | 0092696 |      | Not Required, Cap, Rear Inlet                                       | 1   |
| 213  | 0064116 |      | No Rear Inlet Actuation Required                                    | 1   |
| 214  | 0009648 |      | No Rear Intake Relief Valve Required on Rear Inlet                  | 1   |
| 215  | 0092568 |      | No Rear Auxiliary Inlet Requested                                   | 1   |
| 216  | 0563738 |      | Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle                  | 1   |
| 217  | 0064752 |      | Tank to Pump, (1) 3.50" Valve, 4.00" Plumbing, Waterous Valve       | 1   |
| 218  | 0004905 |      | Outlet, Tank Fill, 1.50"  | 1   |
| 219  | 0004940 |      | Outlet, Left Side, 2.50"  | 2   |
|      |         |      | Qty, Discharges - 02  |     |
| 220  | 0092570 |      | Not Required, Outlets, Left Side Additional                         | 1   |
| 221  | 0004945 |      | Outlet, Right Side, 2.50"   | 2   |
|      |         |      | Qty, Discharges - 02  |     |
| 222  | 0092571 |      | Not Required, Outlets, Right Side Additional                        | 1   |
| 223  | 0029137 |      | Not Required, Outlet, Large Diameter                                | 1   |
| 224  | 0649939 |      | Outlet, Front, 1.50" w/2" Plumbing                                  | 1   |
|      |         |      | Fitting, Outlet - 1.50" NST with 90 degree swivel                   |     |
|      |         |      | Drain, Front Outlet - Automatic                                     |     |
|      |         |      | Location, Front, Single - in center bumper tray                     |     |
| 225  | 0004995 |      | Outlet, Rear, 2.50"   | 1   |
|      |         |      | Qty, Discharges - 01  |     |
|      |         |      | Location, Outlet - a) right side                                    |     |
| 226  | 0092574 |      | Not Required, Outlet, Rear, Additional                              | 1   |
| 227  | 0092573 |      | Not Required, Outlet, Hose Bed/Running Board Tray                   | 1   |
| 228  | 0752097 |      | Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain              | 1   |
| 229  | 0563739 |      | Valve, 0.75" Bleeder, Discharges, Swing Handle                      | 1   |
| 230  | 0005091 |      | Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH   | 1   |
| 231  | 0035094 |      | Not Required, Elbow, Left Side Outlets, Additional                  | 1   |
| 232  | 0025091 |      | Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH  | 1   |
| 233  | 0089584 |      | Not Required, Elbow, Right Side Outlets, Additional                 | 1   |
| 234  | 0045091 |      | Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH        | 1   |
| 235  | 0085695 |      | Not Required, Elbow, Rear Outlets, Large, Additional                | 1   |
| 236  | 0007308 |      | Not Required, Elbow, Large Diameter Outlet                          | 1   |
| 237  | 0000033 |      | Control, Outlets, Manual, Pierce HW if applicable                   | 1   |
| 238  | 0000065 |      | Outlet, 3.00" Deluge Riser  | 1   |

Item f.

| Line | Option  | Type | Option Description   | Qty |
|------|---------|------|--|-----|
| 239  | 0543541 |      | Monitor, Akron 3423, With (2) 2.5" Inlet Ground Base                             | 1   |
|      |         |      | Monitor Finish - Painted   |     |
| 240  | 0501504 |      | Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog                          | 1   |
| 241  | 0005070 |      | Deluge Mount, NPT  | 1   |
| 242  | 0788405 |      | Not Required, 1.50" Crosslays, Top Mount w/Speedlays                             | 1   |
| 243  | 0029196 |      | Not Required, 2.50" Crosslay   | 1   |
| 244  | 0500535 |      | Not Required, Hose Restraint, Crosslay   | 1   |
| 245  | 0064896 |      | Speed, (2) 1.50" W/ Poly Tray, Top Mt/Side Cntrl, Std. Cap.                      | 1   |
| 246  | 0752400 |      | Hose Restr, Spdly, 1"Nylon Web, Bottom Anchored                                  | 1   |
|      |         |      | Fastener, Hose Restraint - Spring Clip & Hook                                    |     |
| 247  | 0624939 |      | Foam Sys, Husky 3, Single Agent, Multi Select Feature                            | 1   |
|      |         |      | Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left                |     |
|      |         |      | Side, Speedlay Lower and Speedlay Upper  |     |
|      |         |      | Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left                |     |
|      |         |      | Side, Speedlay Lower and Speedlay Upper  |     |
| 248  | 0051672 |      | Hercules CAFS, 140 CFM, Hydraulic Drive  | 1   |
|      |         |      | Fill in Blank - front discharge, rear discharge and both speedlays               |     |
|      |         |      | Amount of Disch. W/Hercules CAFS - 4   |     |
|      |         |      | CAF with a second pump - No second pump  |     |
| 249  | 0592527 |      | Refill, Foam Tank, Integral, Husky 3   | 1   |
| 250  | 0617379 |      | Demonstration, Foam System and CAFS, At Fire Department, Domestic Customer       | 1   |
|      |         |      | Vehicle, Qty, Training, D - 1 vehicle  |     |
| 251  | 0022539 |      | Foam Cell, 20 Gallon, Reduce Water   | 1   |
|      |         |      | Type of Foam - Class "A"   |     |
| 252  | 0697589 |      | Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn                    | 1   |
| 253  | 0091079 |      | Not Required, Foam Tank #2   | 1   |
| 254  | 0091112 |      | Not Required, Foam Tank #2 Drain   | 1   |
| 255  | 0007590 |      | Pump House, Side Control, 52", Control Zone                                      | 1   |
| 256  | 0032479 |      | Pump Panel Configuration, Control Zone   | 1   |
| 257  | 0635355 |      | Material, Pump Panels, Side Control Painted FormCoat Black                       | 1   |
|      |         |      | Material Finish, Pump Panel, Side Control - Painted FormCoat Black               |     |
|      |         |      | Material, Pump Panel, Side Control - Aluminum                                    |     |
| 258  | 0005578 |      | Panel, Pump Access - Right Side Only   | 1   |
| 259  | 0037731 |      | Pump House Structure, Raised, Included with Ladder Storage                       | 1   |
| 260  | 0785639 |      | No Chassis Equipment/Pump House/Body Interference Identified,4Dr/2Dr Extd Cab    | 1   |
| 261  | 0583824 |      | Light, Pump Compt, WIn 3SC0CDCR LED White  | 1   |
|      |         |      | Qty, - 01  |     |
| 262  | 0586382 |      | Gauges, Engine, Included With Pressure Controller                                | 1   |
| 263  | 0005601 |      | Throttle Included w/ Pressure Controller   | 1   |
| 264  | 0549333 |      | Indicators, Engine, Included with Pressure Controller                            | 1   |
| 265  | 0511078 |      | Gauges, 4.00" Master, Class 1, 30"-0-600psi                                      | 1   |
| 266  | 0511100 |      | Gauge, 2.00" Pressure, Class 1, 30"-0-400psi                                     | 1   |
| 267  | 0756049 |      | Gauge, Water Level, Class 1, ITL-40M, Incl w/Akron 9330 Auto Tank Fill system    | 1   |
| 268  | 0062992 |      | Gauge, Foam Level, (1) Tank, Class 1, 5lt  | 1   |
| 269  | 0593161 |      | Light Shield, S/S LED  | 1   |
| 270  | 0006079 |      | Air Horns, (2) Grover, On Sides Of Engine Hood                                   | 1   |
| 271  | 0791273 |      | Location, Air Horn(s), Side of Engine Hood                                       | 1   |
| 272  | 0016065 |      | Control, Air Horn, Horn Ring, PS Chrome Push Button                              | 1   |
| 273  | 0006133 |      | Siren, Code 3 3692 100W or 200W  | 1   |
| 274  | 0065403 |      | Location, Elect Siren, Overhead, Freightliner M2 -106/112/114SD                  | 1   |
| 275  | 0076156 |      | Control, Elec Siren, Head Only   | 1   |
| 276  | 0601375 |      | Speaker, (1) Code 3, PB100C, Chrome  | 1   |
|      |         |      | Connection, Speaker - siren head   |     |
| 277  | 0601555 |      | Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame,Outbrd (Pos 7) | 1   |
| 278  | 0606721 |      | Lightbar, WIn, Freedom IV-V, 60", R_RR__RR__RR_R                                 | 1   |
|      |         |      | Filter, Whl Freedom Ltbrs - No Filters   |     |
| 279  | 0524929 |      | Lights, Front Zone, WIn LIN3 Super LED, Comm                                     | 1   |
| 280  | 0540666 |      | Lights, Side Zone Lower, WIn M4*C LED, Clear Lens 2pr                            | 1   |
|      |         |      | Location, Lights Rear - wheel well area  |     |
|      |         |      | Location, Lights Front Side - a)each side engine hood                            |     |
|      |         |      | Color, Lt Side Front - Red   |     |
|      |         |      | Color, Lt Side Rear - Red  |     |

Item f.

| Line | Option  | Type | Option Description  | Qty |
|------|---------|------|---|-----|
| 281  | 0540783 |      | Lights, Rear Zone Lower, Wln M6*C LED<br>Color, Lt DS Rear - r) DS Rear Lt Red<br>Color, Lt PS Rear - r) PS Rear Lt Red       | 1   |
| 282  | 0088745 |      | Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED<br>Color, Dome, Rear Warning - j) both domes clear                    | 1   |
| 283  | 0006551 |      | Not Required, Lights, Rear Upper Zone Blocking  | 1   |
| 284  | 0016610 |      | Mtg, Rear Warn Lts, Std Mount, S/S Brkts  | 1   |
| 285  | 0600613 |      | Light Twr, W-B Chf NS1.8-640 EVOL, 4-V20 12VDC Lts Cld 6'<br>Color, Tower, Wlb - White Paint                                  | 1   |
| 286  | 0664471 |      | Location, Light Tower, Cargo Area   | 1   |
| 287  | 0617750 |      | Controller, Light Tower, W-B, Wired Handheld, E-STOP Chf, Chf Pr, Pow Pr  | 1   |
| 288  | 0664791 |      | Location, Light Tower Controller, Driver's Side Front Body Compartment  | 1   |
| 289  | 0519934 |      | Not Required, Brand, Hydraulic Tool System  | 1   |
| 290  | 0649753 |      | Not Required, PTO Driven Hydraulic Tool System  | 1   |
| 291  | 0007150 |      | Bag of Nuts and Bolts<br>Qty, Bag Nuts and Bolts - 1  | 1   |
| 292  | 0526042 | SP   | Holder Assembly, w/ Storz Spanner Set, Snap-Tite, FSPH1L<br>Location - to be determined<br>Qty, - 1                           | 1   |
| 293  | 0746910 | SP   | Holder Assembly, 3 Wrench Holder w/Wrenches, Akron<br>Location - to be determined<br>Qty, - 01                                | 1   |
| 294  | 0602516 |      | NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department   | 1   |
| 295  | 0602407 |      | Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification   | 1   |
| 296  | 0602390 |      | Strainer, Provided by Fire Department, Pumper NFPA 2016 Classification  | 1   |
| 297  | 0602538 |      | Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department   | 1   |
| 298  | 0602360 |      | Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept   | 1   |
| 299  | 0602679 |      | Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department   | 1   |
| 300  | 0602667 |      | Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department   | 1   |
| 301  | 0607712 |      | Paint Process / Environmental Requirements  | 1   |
| 302  | 0583882 |      | Paint, 90 Red, Commercial Grade Chassis Finish, PMFD Commercial Chassis<br>Paint Color, Commercial, Std - #90 Candy Apple Red | 1   |
| 303  | 0586561 |      | Chassis Cab Paint, #90 Red, Standard<br>Paint Color, Commercial, Std - #90 Candy Apple Red                                    | 1   |
| 304  | 0583915 |      | No Two-Tone Paint Req'd   | 1   |
| 305  | 0582663 |      | Paint, Chassis Frame Assy, Black, by Commerical Chassis Mfgr  | 1   |
| 306  | 0651188 |      | Paint, Wheels, By Chassis Manufacturer, Single Rear Axle, Commercial  | 1   |
| 307  | 0651181 |      | Wheels, Silver Accent Stripe on Outer Edge, Single Axle   | 1   |
| 308  | 0007230 |      | Compartment, Painted, Spatter Gray  | 1   |
| 309  | 0544111 |      | Reflective Band, 10"<br>Color, Reflect Band - A - a) white  | 1   |
| 310  | 0007357 |      | Reflective on Front Bumper  | 1   |
| 311  | 0536954 |      | Stripe, Chevron, Rear, Diamond Grade, Pumper<br>Color, Rear Chevron DG - fluorescent yellow green                             | 1   |
| 312  | 0065785 |      | Stripe, Reflective, Cab Drs Interior, Commercial Cabs, 4dr<br>Color, Reflective - e) black                                    | 1   |
| 313  | 0027372 |      | Lettering Specifications, (GOLD STAR Process)   | 1   |
| 314  | 0686428 |      | Lettering, Gold Leaf, 3.00", (41-60)<br>Outline, Lettering - Outline and Shade  | 1   |
| 315  | 0766245 |      | Manual, Fire Apparatus Parts, USB, Body Parts Only, Commercial Product  | 1   |
| 316  | 0766243 |      | Manual on USB Flash Drive, Service, Commercial  | 1   |
| 317  | 0002902 |      | Manual, Commercial Chassis Operation  | 1   |
| 318  | 0080008 |      | Warranty, Basic, 1 Year, Apparatus, Commercial Chassis, WA0008  | 1   |
| 319  | 0681678 |      | Warranty, Basic Vehicle, 3 yrs or 100,000 Miles, Freightliner   | 1   |
| 320  | 0595282 |      | Warranty, Cab Paint, As Provided By Chassis Manufacturer, Commercial  | 1   |
| 321  | 0647720 |      | Warranty, Pierce LED Strip Lights, WA0203   | 1   |
| 322  | 0021516 |      | Warranty, 5-Year EVS Transmission, Standard Comm, WA0187  | 1   |
| 323  | 0688798 |      | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195  | 1   |
| 324  | 0000025 |      | Warranty, Structure, 10 Year, Body, WA0009  | 1   |
| 325  | 0000027 |      | Warranty, Gortite, Roll-up Door, 6 Year, WA0190   | 1   |

Item f.

| Line | Option  | Type | Option Description                                 | Qty |
|------|---------|------|--|-----|
| 326  | 0063510 |      | Warranty, Pump, Waterous, 5 Year Parts, WA0225     | 1   |
| 327  | 0648675 |      | Warranty, 10 Year S/S Pumbing, WA0035              | 1   |
| 328  | 0657990 |      | Warranty, Foam System, Husky 3, WA0231             | 1   |
| 329  | 0595820 |      | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057   | 1   |
| 330  | 0595421 |      | Warranty, Goldstar, 3 Year, Apparatus, WA0018      | 1   |
| 331  | 0683627 |      | Certification, Vehicle Stability, CD0156           | 1   |
| 332  | 0544897 |      | Certification, Cab Integrity, Freightliner, CD0022 | 1   |
| 333  | 0545073 |      | Amp Draw Report, NFPA Current Edition              | 1   |
| 334  | 0002758 |      | Amp Draw, NFPA/ULC Radio Allowance                 | 1   |
| 335  | 0000017 |      | FLORIDA DIVISION BODY                              | 1   |
| 336  | 0000015 |      | FLORIDA DIVISION COMMERCIAL CHASSIS                | 1   |
| 337  | 0004713 |      | ENGINE, OTHER                                      | 1   |
| 338  | 0046395 |      | EVS 3000 Series TRANSMISSION                       | 1   |
| 339  | 0020011 |      | WATEROUS PUMP                                      | 1   |
| 340  | 0020009 |      | POLY TANK  | 1   |
| 341  | 0028048 |      | FOAM SYSTEM  | 1   |
| 342  | 0020006 |      | SIDE CONTROL                                       | 1   |
| 343  | 0020007 |      | AKRON VALVES                                       | 1   |
| 344  | 0020909 |      | ABS SYSTEMS, Commercial                            | 1   |
| 345  | 0658751 |      | PUMPER BASE  | 1   |

Item f.

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

PIERCE MANUFACTURING was incorporated in 1913. Since then we have been building bodies with one (1) philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 28,500 apparatus on commercial chassis, and more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land. A multi-million dollar inventory of parts is available to keep your unit in service long after it has left the factory.

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

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

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

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

### **GENERAL DESIGN AND CONSTRUCTION**

To control quality and ensure the compatibility of all the components, Pierce specifically designs the pump module, body, and electrical system to properly integrate and function with the commercial cab and chassis.

All welding, assembly and paint work will be done in Pierce owned manufacturing facilities. This includes, but not limited to the pumphouse module assembly, the body and the electrical system.

### **QUALITY AND WORKMANSHIP**

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of

sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1. Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

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

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

To demonstrate the quality of our products and services, a list of at least twenty five (25) fire departments/municipalities that have purchased vehicles for a second time is provided.

### **DELIVERY**

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. An orientation video shall be created using this truck.

### **MANUAL AND SERVICE INFORMATION**

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

### **SAFETY VIDEO**

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

### **PERFORMANCE TESTS**

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

### **SERVICE AND WARRANTY SUPPORT**

Pierce dealership support will be provided by Hughes Fire Equipment by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus.

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

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

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

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

#### **LIABILITY**

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

#### **INSURANCE PROVIDED BY BIDDER**

##### **COMMERCIAL GENERAL LIABILITY INSURANCE**

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

Each Occurrence\$1,000,000

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

Personal and Advertising Injury\$1,000,000

General Aggregate\$2,000,000

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

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

**UMBRELLA/EXCESS LIABILITY INSURANCE**

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

Aggregate:\$3,000,000

Each Occurrence:\$3,000,000

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

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

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

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

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

**INSURANCE PROVIDED BY MANUFACTURER****PRODUCT LIABILITY INSURANCE**

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

Each Occurrence\$1,000,000

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

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



**UMBRELLA/EXCESS LIABILITY INSURANCE**

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

Each Occurrence:\$25,000,000

Aggregate:\$25,000,000

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

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

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

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

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

Your apparatus will be manufactured in Bradenton, Florida.

**NFPA 2016 STANDARDS**

This apparatus specification includes a commercial chassis that has not been certified to meet the requirements of NFPA 1901 by the chassis manufacturer. Although this chassis may comply with certain aspects of the standard, Pierce has not received certification from this chassis manufacturer that all criteria have been met. The body as built by the manufacturer must comply with the NFPA standards effective January of 2016.

Certification of slip resistance of all stepping, standing and walking surfaces must 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.

### **PRODUCT SUPPORT**

Pierce has been in continual operation for nearly 100 years. Oshkosh Truck Corporation purchased Pierce over ten years ago and has invested significant resources in research and development as well as production technology.

Pierce consistently operates as a strong company that has produced a profit ensuring stability and product support over the life of the truck. Documentation of the performance is attached.

### **DEALER QUALITY ASSURANCE**

In order to reduce the number and/or length of factory inspection trips, an employee that resides at the factory that can perform and provide the following: periodically inspects and provides photo documentation and reports at the various stages of construction, photos and reports of specific areas of customer interest, reviews and resolves quality control issues, reports on status of requested changes and/or quality issues, prepares and provides a final build report.

### **INSPECTION TRIP(S)**

The bidder will provide one (1) factory inspection trip(s) for two people customer representative(s). The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals will be the responsibility of the bidder.

### **BID BOND**

A bid bond as security for the bid in the form of a 10% bid bond will be provided with the proposal. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of

attorney dated on or before the date of bid. The bid bond will include language which assures that the bidder/principal will give a bond or bonds, as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

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

#### **PERFORMANCE BOND, 1 YEAR**

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

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Basic One (1) Year Limited Warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 100% percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed one (1) year from the date of such satisfactory acceptance and delivery, or the actual Basic One (1) Year Limited Warranty period, whichever is shorter.

#### **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 body as it interfaces with the commercial chassis, will be provided.

**CHASSIS**

The chassis will be a Freightliner, Model M2-106MD all wheel drive conventional chassis, supplied with the following equipment:

**WHEELBASE**

The wheelbase of the vehicle will be 257.5".

**GVW RATING**

The gross vehicle weight rating will be 43,000#.

**FRAME**

The frame rails will be formed from 120,000 psi yield, heat treated alloy steel. The frame rails will be E-coated prior to painting.

**FRAME LINER**

An 0.25" inner frame reinforcement will be provided.

The frame section properties will be:

- Section Modulus: 26.80 cubic inch, per rail
- RBM: 3,217,000 in-lb, per rail
- Yield Strength: 120,000 psi, per rail

**FRONT AXLE**

Front axle will be a driving axle with a ground rating capacity of 16,000 lb.

The transfer case to drive the front axle will be the 2-speed MTC4210XP with PTO provision. The transfer case will have synthetic lubricant provided.

**FRONT SUSPENSION**

Taper leaf spring

Capacity at Ground: 16,000 lb

Shock absorbers will be provided on the front axle.

**FRONT BRAKES**

The front brakes will be S-Cam, 16.50" x 6.00". The front brakes will be provided with automatic slack adjusters.

**TIRE BRAND**

The default brand of tire for the commercial chassis manufacturer for this apparatus is Michelin.

However, the commercial chassis manufacturer reserves the right to substitute brands and models of tire as may be available at the factory on the date of manufacture. They will provide the proper tread style and weight rating for the position in which the tire is installed.

Pierce Manufacturing and the chassis manufacturer are working to provide the brand of tire specified. However, due to shortages (and even model changes by the tire manufacturers), if the chassis manufacturer substitutes other tires, they will not be changed by Pierce.

**TIRES, FRONT**

Front tires will be 22.50, radial tires with a traction tread pattern suitable for the steering axle position on a front driving axle. The capacity of the tires will meet or exceed the rating of the axle and/or suspension.

**WHEELS, FRONT**

Wheels for the front axle will be 22.50" steel disc, properly sized for the provided tires.

**REAR AXLE**

The single reduction rear axle will be a Meritor™, Model RS-26-185, with a ground rating capacity of 27,000 lb.

The brake chambers will be forward mounted.

**PARKING BRAKE**

The parking brake will be spring set and located on the rear axle service brake.

Rear axle brakes will be 16.50" x 7.00", S-Cam drum type brakes. Automatic slack adjusters will be provided.

**REAR AXLE RATIO**

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 MPH.

**REAR SUSPENSION**

The rear suspension will be spring multi-leaf with a capacity at ground level of 27,000 lbs.

**TIRES, REAR, 4X4**

Rear tires will be 22.50, radial tires with a traction tread pattern suitable for the rear axle position on an all-wheel-drive vehicle. The tire capacity will meet or exceed the capacity of the axle and/or suspension.

Due to ratio matching requirements of an all-wheel-drive vehicle, the front and rear tire sizes will be the same. The size of the tires provided will be at least the minimum size required to meet the GAWR rating of both axles.

**WHEELS, REAR**

The rear wheels will be 22.50" steel disc properly sized for the provided tires.

**TIRE PRESSURE MANAGEMENT**

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

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

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

### **CHROME LUG NUT COVERS**

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

### **WHEEL CHOCKS**

There will be one (1) pair of Ziamatic AC-44, aluminum alloy wheel blocks provided.

### **WHEEL CHOCK BRACKETS**

There will be one (1) pair of Ziamatic QCH-44-V vertical mounting wheel chock brackets provided for the Ziamatic AC-44 wheel chocks. The brackets will be mounted below LS1.

### **ANTI-LOCK BRAKE SYSTEM**

The vehicle will be equipped with an anti-lock braking system. The ABS will provide anti-lock braking control on both the front and rear wheels. It will be a digitally controlled system that utilizes microprocessor technology to 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.

### **AIR COMPRESSOR, BRAKE SYSTEM**

The air compressor will have an output of 18.7 cubic feet per minute.

### **AIR DRYER**

An air dryer with a heater will be provided. Other features of this air dryer include:

- Desiccant style filter
- In-line filtration system
- Automatic purge valve

### **AIR INLET**

A single air inlet with male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located in the driver 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 coupling will also be provided with the loose equipment.

### **ENGINE**

- Model: Electronic Cummins L9
- Number of Cylinders: Six (6)

- Bore and Stroke: 4.49" x 5.69"
- Displacement: 543 cubic inches (8.9 Liter)
- Rated Brake Horsepower: 350 at 2000 rpm
- Peak Torque: 1000 at 1400 rpm
- Governed rpm: 2200
- Turbocharger
- Charge Air Cooled
- Fuel System: Hydraulically Actuated, Electronically Controlled Unit Injectors (HEUI)

### **ENGINE ACCESSORIES**

- Air Cleaner: Dry type, with restriction indicator in cab
- Fuel Filters: Dual, with check valve
- Governor: Limiting speed type
- Lube Oil Cooler
- Lube Oil Filter: Full flow
- Starting Motor: 12-volt
- Oil Fill and Level Gauge

### **RADIATOR**

- Pressurized System, Tube and Fin
- Deaeration Tank and Sight Glass
- Anti-Freeze Protection -30 Degrees Fahrenheit

### **HIGH IDLE**

A high idle switch will be provided on the instrument panel inside the cab. Activating the switch will cause the vehicle to automatically maintain a preset engine rpm.

The high idle switch 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 be labeled "OK To Engage High Idle."

### **ENGINE EXHAUST BRAKE**

An exhaust brake with an integral variable geometry turbo charger (VGT) will be provided. The control will be located on the instrument panel within easy reach of the driver.

### **FUEL/WATER SEPARATOR**

A Detroit fuel/water separator will be provided on the chassis. It will include a "water in fuel" sensor, hand primer and a 12-volt pre-heater.

### **AIR INTAKE, W/EMBER SEPARATOR**

The air inlet will be equipped with a stainless steel mesh to separate water and burning embers from the air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.

This will comply with NFPA 1901 and 1906 standards.

### **EXHAUST SYSTEM**

The exhaust system will include a diesel particulate filter (DPF) and a selective catalytic reduction (SCR) device to meet current EPA standards. The DPF and SCR will be mounted horizontally outside of the frame rails in the right side front step area.

### **EXHAUST MODIFICATIONS**

The exhaust will terminate with a horizontal tailpipe and diffuser ahead of the right side rear wheels.

A heat deflector shield will be provided where the tail pipe is routed under any side compartmentation.

All modifications will be approved by the chassis engine manufacturer and/or the chassis OEM. Exhaust treatment devices will not be altered.

### **COOLANT LINES**

Gates Blue Stripe rubber hose will be used for all engine coolant lines installed by the chassis manufacturer.

Hose clamps will be the 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 50 gallon fuel tank will be provided and mounted at the left-hand cab step. The tank will be constructed of aluminum.

### **DIESEL EXHAUST FLUID TANK**

A diesel exhaust fluid (DEF) tank will be provided and mounted on the left side, below the cab.

The tank will be sized by the chassis manufacturer based on the engine provided. It will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

### **FUEL PRIMER PUMP**

A fuel primer pump will be included with the heated fuel water separator.

### **AUXILIARY FUEL COOLING SYSTEM**

A supplementary fuel cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the chassis engine fuel. The heat exchanger will be a cylindrical type and will be a separate unit. The cooler will operate any time the pump is discharging water and will be plumbed to the master drain valve.

### **TRANSMISSION**

An Allison, model 3000 EVS, electronic torque converting automatic transmission will be provided. To qualify for the EVS rating, the transmission will be filled with synthetic transmission fluid.

Two (2) PTO openings will be located on left and right side of the converter housing (positions 8 o'clock and 4 o'clock).



A transmission temperature gauge or warning light will be installed on cab instrument panel.

### **TRANSMISSION SHIFT CONTROL**

A push button shift module will be mounted to right of driver. Shift position indicator will be indirectly lit for after dark operation.

The transmission will be a five (5)-speed.

### **TRANSMISSION COOLER**

A transmission oil cooler will be provided in a tank of the radiator.

### **DRIVELINE**

Drivelines will have a heavy duty metal tube that is properly sized for the intended application. The shafts will have a splined slip joint.

### **STEERING**

The steering system will be hydraulically driven. The steering column will have an adjustable tilt and telescope feature.

### **HITCH RECEIVER**

A hitch receiver will be provided at the front of the vehicle, center position under the bumper extension. The hitch will be a receiver for a 2.00" trailer ball insert and a portable winch with a maximum weight rating of 9,000 lb.

### **WINCH**

A 9,000 pound portable electric winch will be provided.

The winch will be a Ramsey Model QM 9000 12V.

The winch will be provided with 100 feet of 0.375" synthetic rope with a replaceable clevis hook.

The winch will have a 12 foot wire pendant remote.

The winch will be held in place with a locking hardened pin.

### **BUMPER**

A one (1)-piece, 10.00" high, stainless steel bumper will be attached to the front of the frame. A 9.00" channel will be mounted directly behind the bumper for additional strength. The bumper will be extended 19.00" from the front face of the cab.

### **GRAVEL PAN**

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

### **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**

A 4-door, high-roof cab will be provided. The cab and doors will be of an aluminum construction.

### **Exterior Styling**

Aerodynamic hood and windshield

Tinted Glass in all Windows

Fiberglass hood with mounted plastic grille

Single 63"x14" rear window (unless deleted by the customer - option elsewhere in proposal)

### **Interior**

Air bag rear cab suspension

Gray vinyl mats

Forward roof mounted console

Two (2) dash-mounted cup holders, right-hand and left-hand

Gray Vinyl Upholstery

Dual Sun visors

Fresh Air Heater and Defroster

### **CAB INTERIOR W/CONVENIENCE PACKAGE**

The cab upholstery will be gray vinyl.

The cab interior will include wood grain driver and center instrument panels, molded plastic door panels with vinyl inserts and brushed aluminum lower door kick plates.

### **CAB GRILLE - CHROMED**

The cab grille will be a chromed high impact plastic with a horizontal rib design. The headlight bezels and air intake grilles will also have a chromed finish. The grille will tilt with the hood.

### **MIRRORS**

West Coast style heated, remote operated mirrors constructed from a molded composite material with a bright finish will be provided. A heated 8.00" convex mirror will be included below the primary mirrors. An auxiliary down view mirror will be included on the passenger side.

### **CAB ACCESS STEPS**

The cab steps will be provided by the chassis manufacturer. These steps will be modified by the apparatus manufacturer as required to meet NFPA step requirements.

Bustin aluminum steps will be provided by the apparatus manufacturer. The OEM step treads will be replaced with aggressive style tread plates on the top and bottom of the front cab steps and also the bottom only on the crew cab door steps.

### **STEP, PACKAGE**

A stirrup step with a Morton Cass insert will be provided below each cab door.

### **STEP LIGHTS**

There will be four (4) white LED step lights provided. There will be one (1) light installed at each cab door, one (1) light per doorstep.

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 adjacent door is opened.

### **DAYTIME RUNNING LIGHTS**

The chassis will be provided with daytime running lights.

### **AIR CONDITIONING**

An air conditioner will be provided that is integral with heater and defroster system.

### **AIR CONDITIONING EMBER FILTER**

An ember filter will be provided by the apparatus manufacturer to keep embers out of the HVAC filter element.

The air inlet will be equipped with a stainless steel mesh to separate water and burning embers from the HVAC air intake system such that particulate matter larger than 0.039" (1.0 mm) in diameter cannot reach the air filter element.

This will comply with NFPA 1901 and 1906 standards.

### **ENGINE COMPARTMENT LIGHTS**

Two (2) engine compartment lights will be installed under the engine hood, of which the switches are an integral part.

### **STORAGE CONSOLE**

There will be a console located between the front seats with room for switches and map storage. There will be an area for switching, pump shift, and siren to the front of the console. There will be four (4) sections for map storage to the rear of the console. Each map storage section will be approximately 4.00" wide x 13.00" long x 12.25" deep. The console will be constructed of smooth aluminum and painted black.

### **SEATING CAPACITY**

The seating capacity in the cab will be five (5).

### **SEATING**

Seating inside the cab will consist of a Seats Inc. air-ride driver seat and a non-suspension Seats Inc. 911 SCBA officer seat.

### **SEATING (CREW CAB)**

Three (3) individual Seats Inc. #911 SCBA style seats will be provided inside the crew cab. Each seat will be mounted to an individual storage box with drop down hinged door and latch.

### **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 BELT WEB LENGTH**

NFPA 14.1.3.2 and 14.1.3.3 requires effective seat belt web length for a Type 1 lap belt for pelvic restraint to be a minimum of 60 in., and a Type 2 pelvic and upper torso restraint-style seat belt assembly to be a minimum of 110 in.

Per Fire Department specification of a commercial chassis, this apparatus will have seat belts of the required length. These belts will provide sufficient length for large firefighters in bunker gear. This apparatus will be compliant to NFPA standards effective at time of contract execution.

### **SEAT BELTS**

All seating positions in the cab and crew cab will have highly visible (orange) seat belts.

**HELMET HOLDER**

There will be five (5) Zico, Model UHH-2, helmet holder bracket(s) provided in the cab. The brackets will provide quick access and secure storage of the helmet(s). The bracket location(s) will be determined at time of final inspection at Pierce Manufacturing.

**PORTABLE HAND LIGHTS, PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.9.4 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

**CAB INSTRUMENTS**

- Engine Temperature Gauge and Warning Buzzer
- Engine Oil Pressure Gauge and Warning Buzzer
- Speedometer with Odometer
- Engine Tachometer
- Engine Hourmeter
- Fuel Level Gauge
- DEF Level Gauge and Warning Lamp
- Voltmeter: Low voltage red warning light and audible alarm
- Air Brake Pressure Gauge
- Air Restriction Indicator
- Circuit Breakers: For overload protection of electric circuits
- Ignition Switch: Keyless type

**EMERGENCY SWITCH PANEL**

The emergency switch panel will be provided in the cab, located on the floor mounted console.

**"DO NOT MOVE APPARATUS" INDICATOR**

A flashing red indicator light (located in the driving compartment) will be illuminated automatically per the current edition of NFPA. 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 pulsating alarm when the parking brake is released.

**OPEN DOOR INDICATOR LIGHT**

A red "open door" indicator light will be provided inside the cab, in clear view of the driver, to warn of an open compartment door.

**WIPER CONTROL**

Wiper control will include an intermittent feature and windshield washer controls.

**SPARE CIRCUIT**

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

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 20 amps at 12 volts DC
- Power and ground will terminate to be determined
- Termination will be with heat shrinkable butt splicing
- Wires will be sized to 125% of the protection

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

**SPARE CIRCUIT**

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

The above wires will have the following features:

- The positive wire will be connected directly to the battery power
- The negative wire will be connected to ground
- Wires will be protected to 30 amps at 12 volts DC
- Power and ground will terminate in the center console
- Termination will be with six (6) position terminal strip
- Wires will be sized to 125% 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 ignition switched 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 console between driver's seat and officer.
- 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.

### **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

The system will also be capable of no additional functionality required.

An additional input will be included with this system. When the VDR is active, this input will not be required.

### **Seat Belt Monitoring System**

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to six (6) 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 on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the console. A weatherproof cap will be installed on the mount.

**ELECTRICAL**

All 12-volt electrical equipment installed by the apparatus manufacturer will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run in loom or conduit where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids. Electrical wiring and equipment will be installed utilizing the following guidelines:

- (1) All holes made in the roof will be caulked with silicon. Rope caulk is not acceptable. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
- (2) Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
- (3) Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
- (4) Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will require this compound in the plug to prevent corrosion and for easy separation (of the plug).
- (5) All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
- (6) All electrical terminals in exposed areas will have silicon (1890) applied completely over the metal portion of the terminal. All emergency light switches will be mounted on a separate panel installed in the cab. A master warning light switch and individual switches to be provided to allow pre-selection of emergency lights. The light switches will be "rocker" type with an internal indicator light to show when switch is energized. All switches will be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches will be done by either printing or etching on the switch panel. The switches and identification will be illuminated.

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**

A single starting battery system will be provided consisting of two (2) 12 volt, maintenance-free batteries. The battery system will have a total of 2000 CCA.

**Jump Start Connections**

Positive and negative posts for jump starting will be provided by the chassis manufacturer. They will be frame mounted and located under the hood.

**BATTERY LOCATION**

Due to specific chassis manufacturer's configuration requirements, the batteries will be located up under the driver's side crew cab, in a factory provided enclosure. This enclosure will provide access and protection for the batteries. No modification will be required by the apparatus manufacturer.

**MASTER BATTERY SWITCH**

A master battery switch, to activate the battery system, will be provided inside the cab within easy reach of the driver.

The master battery disconnect switch will be wired between the starter solenoid and the remainder of the electrical loads on the apparatus.

A green "battery on" indicator light, visible from the driver's position, will be provided.

**BATTERY CHARGER**

An IOTA, Model DLS-55, 55 amp battery charger will be provided.

The battery charger will be wired to the 120-volt shoreline to activate automatically when power is connected.

There will be a Kussmaul, Model 091-94-12, remote indicator.

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 adjacent to the driver's seat riser. The indicator will be enclosed to protect it from damage.

**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 pump panel.

### **ELECTRIC POWER FOR WINCH**

Electric power provisions will be furnished for the portable winch from the chassis battery system.

The receiver plug will be located front bumper.

A total quantity of one (1) receptacle will be provided.

### **ALTERNATOR**

The alternator will be a Delco with a capacity of 12-volt 300 amp.

### **ELECTRONIC LOAD MANAGEMENT**

A Kussmaul Load Manager 2 will be provided on the apparatus. The device is 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.

### **EXTERIOR LIGHTING**

Exterior lighting will meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at this time.

Front headlights will be halogen type and comply to all FMVSS requirements.

Five (5) LED clearance/marker lights will be installed across the leading edge of the cab.

### **EXTERIOR LIGHTING - HEADLIGHTS**

Exterior lighting will meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

Front headlights will be LED type and comply to all FMVSS requirements.

**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.

**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 LED lighting will consist of the following:

- Two (2) Whelen®, Model M6BTT, red LED stop/tail lights

- Two (2) Whelen, Model M6T, amber LED arrow turn lights

The lights shall be provided with color lenses.

The lights will be mounted in a polished combination housing.

There will be two (2) Whelen Model M6BUW, LED backup lights provided in the tail light housing.

#### **LICENSE PLATE BRACKET**

There will be one (1) license plate bracket mounted on the rear of the body.

A white LED light will illuminate the license plate. A polished 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 44308C, 4.00" white LED lights with Model 40700 grommets provided, one (1) for the 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 44310C, 4.00" white LED 12 volt DC weatherproof lights with Model 40700, 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 44308C, 4.00" LED, lights with Model 40700, grommets provided under the rear step area on the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated by 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.

### **12 VOLT DC SCENE LIGHTS**

There will be two (2) Whelen® Model P\*H2\*, 17,750 lumens 12 volt DC powered lights with white LEDs and a combination of flood and spot optics located on the pump house at pump panel.

The light(s) to be installed on pull up through mount outside pole length to be 12.00" long with sensor connecting the pole to the Do Not Move Truck Indicator circuit.

The painted parts of this light assembly to be black.

The lights will be activated by a switch at the driver's side pump panel.

The light(s) may be load managed when the parking brake is applied.

### **DECK LIGHTS**

There will be two (2) Whelen, Model PFBP12C, 12 volt DC LED floodlights with swivel mount provided at the rear of the hose bed, one (1) each side.

The lights will be activated by a control from a switch at the rear of the truck.

### **REAR SCENE LIGHT(S)**

There will be two (2) Whelen, Model 9SC0ENZR, LED scene light(s) with chrome flange(s) installed at the rear of the apparatus, rear bulkhead, each side.

The light(s) will be controlled by a switch at the driver's side switch 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 1000 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with NFPA Bulletin 1901 requirements.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

#### **SLEEVE, PLUMBING, THROUGH TANK**

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

#### **WATER TANK RESTRAINT**

A heavy-duty water tank restraint will be provided.

#### **AKRON 9330 AUTOMATIC DIRECT TANK FILL SYSTEM**

There will be one (1) Akron 9330 automatic water tank fill system connection installed on the right side area on the rear of truck. A 2.50" (F)NST chrome swivel will be located at the inlet. An electrically controlled 2.50" full flow ball valve with 2.50" piping will be located at the rear of the truck between the

water tank and the rear body sheet. Piping, for the fill, will be routed through the rear wall of the tank and include a flow deflector to break up the stream of water entering the water tank.

The Akron 9330 automatic water tank fill control module will be installed on the pump operator's panel. The automatic tank fill control module will have manual or automatic controls built into the control module. The electric valve will be wired to the water level gauge. When the water level falls to a point of approximately 50%, the valve will automatically open. When the water level returns to a point of approximately 90% full, the valve will automatically close.

A 2.50" chrome plated 45 degree elbow and plug with VLH automatic pressure relieving thread technology will be provided for the tank fill connection.

### **HOSE BED**

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Upper and rear edges of side panels will have a double break for rigidity.

The upper inside area of the beavertails will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

The hose bed will accommodate 1000 feet of 5.00" hose and 1000 feet of 3.00" hose.

### **HOSE BED DIVIDER**

Two (2) adjustable hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .25" brushed aluminum sheet. Flat surfaces will be sanded for uniform appearance, or constructed of brushed aluminum.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

### **HOSE BED HOSE RESTRAINT**

The hose in the hose bed will be restrained by a black nylon Velcro® strap at the top of the hosebed. At the rear of the hose bed, 2.00" black nylon webbing with a 1.50" x 4.00" box pattern will attach at the top rear outside corners with seat belt buckle fasteners. The webbing will have straps connected with seat belt buckle fasteners located at the rear body sheet below the hose bed.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

### **RUNNING BOARDS**

The running boards will be fabricated of aluminum grating, with a serrated top edge, supported by structural steel angle assemblies bolted to the chassis frame rails.

Running boards will be 12.75" deep and are spaced away from the body .50".

A riser will be installed on the body to protect the painted surface from damage by stepping on the running boards.

The entire outer edge of the stepping surface will be covered with bright aluminum treadplate.

### **TAILBOARD**

The entire tailboard will be constructed of Bustin Type N bar grating with the scalloped top, supported by a structural steel assembly.

The side and rear edges will have an aluminum diamond plate trim piece installed.

The rear tailboard will be 16.00" deep.

### **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 .

### **TOW BAR**

A tow bar will be installed under the tailboard at center of truck.

Tow bar will be fabricated of 1.00" CRS bar rolled into a 3.00" radius.

Tow bar assembly will be constructed of .38" structural angle. When force is applied to the bar, it will be transmitted to the frame rail.

Tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

Tow bar design will have been fully tested and evaluated using strain gauge testing and finite element analysis techniques.

### **COMPARTMENTATION**

Body and compartments will be fabricated of .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 .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.

The support system will include .375" thick steel vertical angle supports bolted to the chassis frame rails with .625" diameter bolts.

Attached to the bottom of the steel vertical angles will be horizontal angles, with gussets welded to the vertical members, which extend to the outside edge of the body.

A steel frame will be mounted on the top of these supports to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

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 modified V three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

### **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 has been fully tested. Proven engineering and test techniques such as finite element analysis, stress coating and strain gauging have been performed with special attention given to fatigue, life and structural integrity of the cab, 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 44.00" 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 38.25" 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 12.00" deep. A section of this compartment will be 25.88" deep for the first 31.50" width x 26.00" height directly behind the rear wheels. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments shall 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 shall 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 44.00" 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 38.25" 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 12.00" deep. A section of this compartment will be 25.88" deep for the first 31.50" width x 26.00" height directly behind the rear wheels. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments shall 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 shall 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. The doors will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

**REAR COMPARTMENTATION**

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 47.38" 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 37.63" 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**

There will be a rear rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

**PULL STRAP, DOORS**

There will be six (6) compartment doors provided with pull straps. all body compartments.

**DOOR GUARD**

There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the rollup door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed left side rearward compartment, left side over the wheel compartment, left side forward compartment, right side rearward compartment, right side over the wheel compartment, right side forward compartment and rear compartment.

**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.

**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), and will be full height of the compartment. The tracks will be painted to match the compartment interior.

**ADJUSTABLE SHELVES**

There will be nine (9) 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 determined at a later date.

**SLIDE-OUT FLOOR MOUNTED TRAY**

There will be one (1) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray

There will be two undermount-roller bearing type slides rated at 250lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a

heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be B1.

### **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 fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

### **HARD SUCTION HOSE**

NFPA 1901, 2016 edition, section 5.8.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

There will be Two (2) lengths of 10' long x 6.00" diameter hose provided and equipped with long handle couplings provided on the ends.

### **HOSE TROUGHS**

Troughs for hard suction hose will be provided on top of the left side body compartments. Troughs will be V-shaped and located side by side. The hose will be held in place by chrome plated, quarter turn, spring loaded clamps.

Troughs will be constructed of aluminum and painted job color.

### **HANDRAILS**

The handrails will be 1.25" diameter anodized aluminum extrusion, with a ribbed design, to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet NFPA 1901 section 15.8 requirements. The handrails will be installed as noted on the sales drawing.

### **HANDRAILS**

One (1) vertical handrail, not less than 29.00" long, will be located on each rear beavertail.

- One (1) full width horizontal handrail will be provided below the hose bed at the rear of the apparatus.

### **AIR BOTTLE STORAGE (DOUBLE)**

A quantity of four (4) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels, on the left side rearward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A polished stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

### **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 enclosed 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.

A bright aluminum treadplate enclosure will be provided at the rear of the body to properly contain the ladders. This enclosure will extend to the rear of the side body compartments.

The enclosure will also include a vertically hinged .188" aluminum treadplate door with a D-handle latch to access the ladders. The door will be hinged on the right side.

**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.

**10' PIKE POLE**

One (1) pike pole 10' long DUO Safety with a fiberglass handle will be provided and located ladder storage compartment.

**PIKE POLE, 6'**

One (1) pike pole, 6' long Duo Safety with a fiberglass handle, will be provided and located in the ladder storage compartment.

**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.

**REAR FOLDING STEPS**

Bright finished, non-skid folding steps with a black coating 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.

**STEP, PULL-OUT/DROP DOWN & STIRRUP STYLE**

A camper style step will be provided below the rear tailboard. The step will be 20.00" wide and will pull out and drop down to provide easy access.

Stirrup style steps will be provided on each side at the running board.

**PUMP**

Pump will be a Waterous CSU, 1500 gpm, single stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressure 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 will be 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 may 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 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, and supported at each end by sealed, anti-friction ball bearings, for rigid precise support.

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**

Pump transmission will be made of a three (3) piece, high tensile aluminum, horizontally split casing. Power transfer to pump will be through a passive lubricated, Morse HY-VO drive chain.

Drive shafts will be a minimum of 2.35" diameter hardened and ground alloy steel. All shafts will be ball bearing supported. The case will be designed as 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 disengage the front and rear axles. It will not be possible to move the vehicle with the pump PTO engaged.

### **PUMP SHIFT**

A pump shift will be provided on the instrument panel for engagement of the pump. The shift will include the indicator lights as mandated by NFPA. The pump shift control will be illuminated to meet NFPA requirements. The pump will be driven via the front axle transfer case.

### **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 cylindrical type and will be a separate unit. The heat exchanger will be installed in the pump or engine compartment with the control located on the pump operator's control panel. 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 an access door at the right side pump panel.

**PRESSURE CONTROLLER**

A Pierce Pump Boss Model PBA300 pressure governor will be provided.

A pressure transducer will be installed in the water discharge manifold on the pump.

The display panel will be located at the pump operator's panel.

**PRIMING PUMP**

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of NFPA 1901.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

**PUMP MANUALS**

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

**PLUMBING, STAINLESS STEEL AND HOSE**

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

### **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.

### **LEFT SIDE INLET**

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

### **INLET CONTROL**

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

### **INLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each side gated inlet. The valves will be located behind the panel with a swing style handle control extended to the outside of the panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. The water discharged by the bleeders will be routed below the chassis frame rails.

**TANK TO PUMP**

The booster tank will be connected to the intake side of the pump with 4.00" heavy-duty piping and a quarter turn 3.50" Waterous valve. The control will be remotely located at the operator's panel. The tank to pump line will run straight, without 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.

**LEFT SIDE DISCHARGE OUTLETS**

There will be two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**RIGHT SIDE DISCHARGE OUTLETS**

There will be two (2) discharge outlets with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

**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, right side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

**DISCHARGE 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 (no exception).

**OUTLET BLEEDER VALVE**

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a swing style handle control extended to the outside of the side pump panel. The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage. Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to. The water discharged by the bleeders will be routed below the chassis frame rails.

**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 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.

**REAR OUTLET ELBOWS**

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

**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.

**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.

**MONITOR**

An Akron Model 3423 monitor will be properly installed on the deluge riser. This monitor will include both a fixed mounting base and a portable base with two (2) clappered 2.5" inlets.

The monitor will be painted to match the body.

**NOZZLE, DELUGE**

Akron model 5160 Akromatic manual pattern, control fog nozzle will be provided. The nozzle will be rated for 250 to 1250 gallons per minute of flow.

Also included is an Akron model 2499 quad stacked pyrolite, deluge tips and an Akron 3488 pyrolite stream shaper .

The tip sizes will be 1.375", 1.50", 1.75", and 2.00".

The deluge riser will have male National Pipe Threads for mounting the monitor.

**SPEEDLAYS WITH TRAY**

Ahead of the pump enclosure will be two (2) 1.75" speedlay hose beds. Each bed will have a 2.00" pre-connect line with a 2.00" quarter-turn ball valve and terminate with a 1.50" National Standard hose thread 90 degree swivel. The swivel will be located at the top of the speedlay compartment to allow easy removal of the hose in either direction.

Individual controls for the speedlays will be at the pump operator's panel.

Each compartment will be capable of carrying 200 feet of 1.75" double jacketed hose with the one (1) compartment located above the other.

A removable tray will be provided for each speedlay hosebed. The speedlay trays will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the trays will be perforated to allow for drainage and hose drying. The bottom of the speedlay compartments will be lined with stainless steel to allow the tray to slide with ease. Scuffplates will be provided on both sides, at the sides and bottom of each opening to protect the paint.

**SPEEDLAY HOSE RESTRAINT**

A 1.00" black nylon webbing design restraint will be provided across the ends of speedlay(s) to secure the hose during travel. The webbing assembly is to be attached at the bottom of the speedlay(s) with footman loops as a permanent attachment and is attached at the top with spring clip and hook fastener(s).

**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 3.0

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) .75" male connection GHT (garden hose thread) with a cap.

### **PICK-UP HOSE**

A .75" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a .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, lower speedway and upper speedway.

### **SYSTEM ELECTRICAL LOAD**

The maximum current draw of the electric motor and system will be no more than 55 amperes at 12 VDC.



### **FOAM GENERATING SYSTEM, CAF**

A Hercules 140 cfm capacity compressed air foam, will be provided. The system will supply four (4) discharges with compressed air foam. It will be capable of providing foam solution or compressed air foam from any of the specified CAFS discharges simultaneously. In addition, the consistency of the compressed air foam (wet to dry) from each discharge will be adjustable. All CAF capable discharges will have the discharge valve control, air injection control, and discharge pressure gauge mounted in a group on the operator's panel. Each CAF capable discharge will feature a check valve to prevent reverse flows of compressed air foam that is integrated into the discharge valve. The wafer check valve will be a type and design approved by the manufacturer of the discharge valve.

### **DISCHARGES TO CAF CAPABLE**

The front discharge, rear discharge and both speedlays discharges will be capable of discharging compressed air foam. There is no second pump on the vehicle

### **AIR COMPRESSOR, HYDRAULIC DRIVEN**

An oil flooded rotary screw compressor rated for at least 140cfm @ 150psig will be provided. The compressor will be mounted in an area that allows for proper service and maintenance of the components. The compressor will be driven by a hydraulic drive system. The hydraulic drive system will be driven by the vehicle transmission through a PTO. All components of the system will be sized and rated for the system to deliver compressed air, uninterrupted, for up to two (2) hours at a time without undue stresses, vibrations, or overheating. The air compressor will be capable of delivering the rated capacity of the compressor when the fire pump is delivering 250gpm @ 120psi from tank or draft.

The hydraulic compressor drive system will be comprised of a variable displacement piston type hydraulic pump supplying a fixed displacement piston hydraulic motor. The displacement of the hydraulic pump will be controlled by a fixed orifice type, load sensing, hydraulic circuit. The hydraulic system will have a properly sized reservoir, cooler, filter(s) and accessory components. The components will be mounted in the vehicle body to facilitate routine maintenance operations. The hydraulic drive design will be certified by manufacturer of the primary components as suitable for the intended use and duty cycle.

All components of the air compressor and drive system will be readily available on the domestic air compressor / hydraulic market (USA). The compressor will be designed and assembled by the apparatus manufacturer, using standard components available to air compressor OEM's. The hydraulic drive system will be assembled by the apparatus manufacturer using standard mobile hydraulic components.

The PTO will be a 10 bolt SAE type mounted to the PTO opening of the vehicle's Allison transmission. The PTO will be rated for at least 20 percent more torque throughput than the air compressor drive system will demand.

The air/oil separator for the compressor system will be easily serviced. The separator will be inside a cast iron compressor base, receiver combination. The separator will consist of two stages. The first stage being a centrifuge arrangement engineered into the compressor base. The second stage will be a cartridge arrangement inside an enclosure featuring an "inside to outside" flow of the air through the cartridge. The cartridge will be serviceable by the removal of the compressor system minimum

pressure valve. The separation system will be capable of at least 140 SCFM flow at 40 psi tank pressure. The allowable oil carry over will be no more than 10 parts per million oil in air.

A cast iron air/oil receiver tank will be provided. The tank will be constructed and tested to the applicable standards as addressed by NFPA 1901 for CAF system air compressor tanks. The tank will be mounted in a manner that allows easy access to the fill opening and the level sight gauges. The tank will be of the vertical type with the minimum pressure valve of the compressor system integrated into the top of the tank. The minimum pressure valve will be rotatable to facilitate different discharge arrangements from the tank.

The compressor lubricant will be filtered by spin on type filter. The filter will have a 25 Micron rating and a safety bypass valve. The filter assembly will be mounted and located in a manner that allows easy service. A thermostat valve will be integrated into the oil filter and compressor base housing. The thermostat will route lubricant to the oil cooler to maintain the compressor's temperature between minimum and maximum limits.

A water/oil cooler will be provided to cool the compressor. The cooler will be sized to meet the duty cycle requirements as specified.

A heavy duty, automotive type, dry element air cleaner will be provided. The air cleaner will be mounted in such a manner as to be easily serviced. The air cleaner will be mounted, or the inlet of the filter routed, in such a manner that the air cleaner intakes fresh air from outside the vehicle body. In addition, the compressor air intake will be screened to prevent debris from entering the filter housing.

The system will have the following safety or monitoring devices.

Minimum pressure valve

Compressor lube temperature gauge

Compressor system pressure gauge

Air flow meter

Compressor lube temperature warnings, audible and visible

High pressure relief valve on receiver tank

Applicable warning and information decals

The air compressor will be controlled by a modulating inlet valve mounted on the air compressors inlet port. A controller will be provided that senses air pressure and controls the delivery volume of the air compressor while maintaining a constant pressure. The controller will feature an automatic balancing system to maintain the air pressure within plus or minus 5% of the discharge pressure of the fire pump, throughout a pressure range of 60psi to 150psi.

The compressor system will have operators controls at the pump panel for the following functions.

Automatic pressure regulation, to match the compressor discharge pressure to the pump discharge pressure.

Fixed pressure regulation, to set the air pressure at on pressure for the use of air tools, etc.

PTO engagement switch

PTO engaged indicator light

### **AIR TOOL OUTLET**

A 1.00" air outlet supplied by the CAFS compressor shall be provided on the pump operators panel for a side mount pumphouse and on the left pump panel for a top mount pumphouse. This outlet will have a chrome plated 1.0" FNST swivel fitting at the panel and a valve behind the pump panel. The outlet will be capable of supplying the capacity of the compressor. A mating 1.0" MNST x 1.0" NPT fitting will be supplied with loose equipment.

### **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 SYSTEM AND CAFS TRAINING**

The fire department will order one (1) vehicle with this foam system and CAFS. A demonstration will be provided at the fire department on the operation of these systems.

This demonstration will include:

- Review of the foam system and CAFS manuals, highlighting key areas.
- A walk around review of the system components on the finished truck.
- A hands on start-up and foam and CAFS discharge session.
- Instructions on the use of the manual overrides.
- The proper way to shut down and flush the system.

### **FOAM TANK**

The foam tank will be an integral portion of the polypropylene water tank. The cell will have a capacity of 20 gallons of foam with the intended use of Class A foam. The 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 COMPARTMENT**

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. It will be a fabricated assembly 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 PANEL CONFIGURATION**

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

### **PUMP AND GAUGE PANEL**

The pump and gauge panels will be constructed of aluminum with a painted FormCoat black finish. A polished aluminum trim molding will be provided around each panel.

The right side pump panel will be removable and fastened with swell type fasteners.

### **PUMP COMPARTMENT LIGHT**

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGEC, flange(s) installed in the pump compartment.

There will be a switch accessible through a door on the pump panel included with this installation.

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

### **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 INDICATOR**

There will be one (1) Class 1 electric water level gauge provided on the pump operator's panel that registers water level. This will be a ITL-40M series of water level gauge with multi colored LED's. The indicators will include blue water level labels.

The water level indicators will be as follows:

- 100% - Two (2) Green
- 75% - Two (2) Blue
- 50% - Two (2) Yellow
- 25% - Two (2) Red steady burn
- Refill - The entire light scrolls through all the lights.

This water level gauge will be included with the Akron auto tank fill system.

### **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 operator's 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.

There will be a green pump engaged indicator light activated on at the operator's panel when the pump is shifted into gear from inside the cab.

### **AIR HORN SYSTEM**

Two (2) Grover air horns will be provided and located one (1) each side of the engine. The horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed in-line to prevent the loss of air, in the air brake system.

### **Air Horn(s) Location**

The air horn(s) location will be on the side of the engine hood.

### **AIR HORN CONTROL**

The air horns will be actuated by a chrome push button located on the officer's side of the engine tunnel and by the horn button in the steering wheel. The driver will have the option to control the air horns or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

### **ELECTRONIC SIREN**

A Code 3®, Model 3692, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and the emergency master switch is on.

Siren head will be located near the overhead switches.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

**SPEAKER**

There will be one (1) Code 3®, Model PB100C, speaker with chrome finish provided. The speaker will be connected to the siren amplifier.

The speaker will be recessed in the left side of the front bumper, towards the outside.

**FRONT ZONE UPPER WARNING LIGHTS**

There will be one (1) 60.00" 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 rear corner position.
- Open in the driver's side end position.
- One (1) red flashing LED module in the driver's side front corner position.
- One (1) red flashing LED module in the driver's side first front position.
- Open in the driver's side second front position.
- Open in the driver's side third front position.
- Open in the driver's side fourth front position.
- One (1) red flashing LED module in the driver's side fifth front position.
- One (1) red flashing LED module in the passenger's side fifth front position.
- Open in the passenger's side fourth front position.
- Open in the passenger's side third front position.
- Open in the passenger's side second front position.
- One (1) red flashing LED module in the passenger's side first front position.
- One (1) red flashing LED module in the passenger's side front corner position.
- Open in the passenger's side end position.
- One (1) red flashing LED module in the passenger's side rear corner position.

There will be clear lenses included on the lightbar.

There will be a switch in the cab on the switch panel to control this lightbar.

The four (4) red flashing LED modules in the front positions may be load managed when the parking brake is applied.

**WARNING LIGHTS**

A pair of surface mounted Whelen model RSR02ZCR, LIN3 Super LED flashing lights will be provided on the grille.

The color of these lights will be red.

A switch will be provided inside the cab on the switch panel for actuation.

These lights will be installed with a plastic, chrome-plated flange.



**SIDE ZONE LOWER LIGHTING**

There will be four (4) Whelen® Model M4\*C flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the engine hood under 62.00". The side front lights to be red.
- Two (2) lights, side rear lights to be red. 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.

**REAR ZONE LOWER LIGHTING**

There will be two (2) Whelen®, Model M6\*C LED flashing warning lights with chrome trim 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

The lenses will be clear.

There will be a switch located in the cab on the switch panel to control the lights.

**REAR/SIDE ZONE UPPER WARNING LIGHTS**

There will be two (2) Whelen®, Model L31H\*FN, LED warning beacons provided at the rear of the truck, located one (1) each side. There will be a switch located in the cab on the switch panel to control the beacons.

The color of the lights will be red LEDs with both domes clear.

The rear warning lights will be mounted on stainless steel brackets with all wiring totally enclosed. These brackets will also support the clearance/marker lights.

**LIGHT TOWER**

There will be one (1) Will-Burt, Model NS1.8-640 EVOL light tower provided.

There will be four (4) Fire Research Model V20, 20,000 lumens 12 volt DC LED light heads included on this tower.

The painted parts of the light tower and the light heads to be white.

This tower will be connected to the Do Not Move Truck Indicator in the cab.

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

**LIGHT TOWER LOCATION**

The light tower will be installed in the cargo area.

**LIGHT TOWER CONTROLLER**

There will be one (1) handheld wired controller included.

**LOCATION FOR THE LIGHT TOWER CONTROLLER**

The light tower controller will be installed in the driver's side front body compartment.

**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.

**SPANNER HOLDER ASSEMBLY**

one (1) spanner and holder assembly, Snap-Tite #FSPH1L Storz Spanner set will be provided. The holder assembly will be mounted to be determined.

**SPANNER WRENCH HOLDER ASSEMBLY**

There will be one (1) Akron Brass 3 Wrench Holder With Wrenches.

Two Universal Spanner Wrenches:

The all-purpose wrench for 3/4" to 3" rocker lug and pin lug couplings. Features a belt hook eye, hammer head and a gas cock shutoff.

Length: 11.5"

Weight: 8 oz.

One Hydrant/Spanner Wrench:

Designed to prevent hydrant nut damage

Adjustable to 1 3/4" pentagon or 1 1/4" square nut

Plated for corrosion resistance

Designed to prevent hydrant nut damage

Spanner fits 2 1/2" to 4 1/2" rocker lug or pin lug couplings

Length: 19.5"

Weight: 5 lbs.

The spanner wrench and holder assembly(s) will be mounted to be determined.

The spanner wrench and holder assembly(s) shall be mounted to be determined.

**NFPA REQUIRED LOOSE EQUIPMENT PROVIDED BY FIRE DEPARTMENT**

The following loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9.3 and 5.9.4 will be provided by the fire department.

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smoothbore or combination nozzle with 2.50" shutoff that flows a minimum of 250 gpm.
- One (1) SCBA complying with NFPA 1981 for each assigned seating position, but not fewer than four (4), mounted in brackets fastened to the apparatus or stored in containers supplied by the SCBA manufacturer.

- One (1) spare SCBA cylinder for each SCBA carried, each mounted in a bracket fastened to the apparatus or stored in a specially designed storage space(s).
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with National Hose threads.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft x 14 ft (3.7 m x 4.3 m).
- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.
- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.
- One (1) automatic external defibrillator (AED).
- Four (4) ladder belts meeting the requirements of NFPA 1983, *Standard on Fire Service Life Safety Rope and System Components* (if equipped with an aerial device).
- If the supply hose carried does not use sexless couplings, an additional double female adapter and double male adapter, sized to fit the supply hose carried, will be carried mounted in brackets fastened to the apparatus.
- If none of the pump intakes are valved, a hose appliance that is equipped with one or more gated intakes with female swivel connection(s) compatible with the supply hose used on one side and a swivel connection with pump intake threads on the other side will be carried. Any intake connection larger than 3.00" (75 mm) will include a pressure relief device that meets the requirements of 16.6.6.
- If the apparatus does not have a 2.50" National Hose (NH) intake, an adapter from 2.50" NH female to a pump intake will be carried, mounted in a bracket fastened to the apparatus if not already mounted directly to the intake.
- If the supply hose carried has other than 2.50" National Hose (NH) threads, adapters will be carried to allow feeding the supply hose from a 2.50" NH thread male discharge and to allow the hose to connect to a 2.50" NH female intake, mounted in brackets fastened to the apparatus if not already mounted directly to the discharge or intake.

#### **SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.2.1 requires a minimum of 20' of suction hose or 15' of supply hose will be carried.

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

**STRAINER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.8.2.1.1 requires a suction strainer when suction hose is provided.

The strainer is not on the apparatus as manufactured. The fire department will provide the suction strainer.

**DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) approved dry chemical portable fire extinguisher with a minimum 80-B:C rating mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, section 5.9.4 requires one (1) 2.5 gallon or larger water extinguisher mounted in a bracket fastened to the apparatus.

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

**FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) flathead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT**

NFPA 1901, 2016 edition, Section 5.9.4 requires one (1) pickhead axe mounted in a bracket fastened to the apparatus.

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

**PAINT PROCESS**

The exterior custom cab and/or body painting procedure will consist of a seven (7) step finishing process. A commercial chassis paint process will follow similar processes as determined by the chassis manufacturer. The following procedure will be used by Pierce:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment

converts the metal surface to a passive condition to help prevent corrosion. A final pure water rinse will be applied to all metal surfaces.

3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective base coat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a critical aesthetic finish. The surfacer primer will be a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The surfacer primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The sealer primer is applied prior to the base coat in all areas that have not been previously primed with the surfacer primer. The sealer primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when top coated.
6. Base coat Paint - Two coats of a high performance, two component high solids polyurethane base coat will be applied. The Base coat will be applied to a thickness that will achieve the proper color match. The Base coat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of clear coat will be applied over the base coat color. The clear coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style doors will be clear coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

Our specifications are written to define cyclic corrosion testing, physical strengths, durability and minimum appearance requirements must be met in order for an exterior paint finish to be considered acceptable as a quality finish.

Each batch of base coat color will be checked for a proper match before painting of the cab and the body. After the cab and body are painted, the color is verified again to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications are used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

#### **PAINT - 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% 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 98.00%. Water wash systems will be 99.97% 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 chassis will be painted by the chassis manufacturer, and will remain the commercial grade finish as provided. To ensure a good color match between the body and chassis, the apparatus manufacturer and chassis manufacturer will have a mutually preapproved paint color program. The apparatus will be painted Pierce #90 candy apple red .

### **COMMERCIAL CHASSIS PAINT**

The chassis will be painted by the chassis manufacturer. It will remain the color and commercial quality finish as provided. The primary color will be Pierce #90 candy apple red .

### **PAINT CHASSIS FRAME ASSEMBLY**

The chassis frame assembly shall be painted black by the chassis manufacturer. It shall remain the commercial grade finish as provided.

### **WHEEL PAINT**

The wheels will be painted by the chassis manufacturer to match the main color of the cab.

### **WHEELS, ACCENT STRIPE**

The exposed outer edge circumference of the wheel will be painted with a silver accent stripe.

### **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 BAND**

A 10.00" white reflective band will be provided across the front of the vehicle and along the sides of the body.

### **REFLECTIVE VINYL ON FRONT BUMPER**

There will be a reflective vinyl band provided across the front bumper.

**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 DOORS REFLECTIVE STRIPE**

A black reflective stripe will be provided on the interior of each cab door.

This stripe will be a minimum of 96.00 square inches and will meet the NFPA 1901 requirement.

**LETTERING**

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

**LETTERING**

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

**MANUAL, BODY PARTS ONLY**

A custom parts manual for the Pierce® installed parts only will be provided in USB flash drive format with the completed unit.

The manual will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in Alphabetical order
- Instructions on how to locate parts

The manual will be specifically written for the body model being purchased. It will not be a generic manual for a multitude of different bodies.

**SERVICE PARTS INTERNET SITE**

The service parts information included in this manual 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.

**MANUALS, SERVICE**

A USB flash drive format service manual supplement containing parts and service information on Pierce® installed components will be provided with the completed unit.

The manual will be specifically written for the unit being purchased. It will not be a generic manual for a multitude of different units.

**MANUAL, CHASSIS OPERATION**

One (1) chassis operation manual will be provided with the completed unit.

**ONE (1) YEAR MATERIAL AND WORKMANSHIP**

Each new piece of apparatus will be provided with a minimum one (1) year basic apparatus material and workmanship limited warranty. The warranty will cover such portions of the apparatus built by the manufacturer as being free from defects in material and workmanship that would arise under normal use and service.

A copy of the warranty certificate will be submitted with the bid package.

**CHASSIS WARRANTY**

The chassis manufacturer will provide a **three (3) year or 100,000 mile warranty**.

**PAINT WARRANTY**

The commercial chassis manufacturer's paint warranty will apply to the paint on the chassis only.

**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 to be provided by Allison Transmission and not apparatus builder.

**WATER TANK WARRANTY**

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

**TEN (10) YEAR STRUCTURAL INTEGRITY**

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

**ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY**

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

**PUMP WARRANTY**

A Waterous pump limited warranty certificate, WA0225, is included with this proposal.



**TEN (10) YEAR PUMP PLUMBING WARRANTY**

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

**FOAM SYSTEM WARRANTY**

The Husky 3 foam system limited warranty certificate, WA0231, is included with this proposal.

**TEN (10) YEAR PRO-RATED PAINT AND CORROSION**

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

**THREE (3) YEAR MATERIAL AND WORKMANSHIP**

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

**VEHICLE STABILITY CERTIFICATION**

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

**CAB INTEGRITY**

The cab has been tested to and passed the following standards:

- ECE Regulation No.29
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.

**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).



# FREQUENTLY ASKED QUESTIONS

## FIRERESCUE GPO



### Q What is FireRescue GPO?

**A** FireRescue GPO is a program of NPPGov, a Cooperative Purchasing Organization that offers cost savings to public entities. FireRescue GPO facilitates the creation of publicly solicited contracts on behalf of its tens of thousands of government members nationwide. These contracts are publicly solicited by a lead public agency in accordance with government purchasing regulations and include "piggybacking" language, which allows government agencies to use these contracts in place of their own RFP process. FireRescue GPO members save time and money by making purchases through these publicly solicited contracts.

### Q How does the program work?

**A** FireRescue GPO uses a "lead public agency" to publicly solicit and award contracts through a Request for Proposal (RFP) process. Our members are eligible to access these contracts by signing an intergovernmental agreement (IGA) with the lead public agency, thereby eliminating the need to complete their own RFP process. FireRescue GPO staff and legal counsel facilitate this process and provide necessary documentation and support.

### Q Can my entity purchase through FireRescue GPO?

**A** Your state and local procurement laws and policies dictate the ability to use contracts available through FireRescue GPO. In the vast majority of jurisdictions the answer is "yes"! FireRescue GPO staff are available to answer questions about how our contracts are established to help determine eligibility. Virtually all 50 states have statutes in place that specifically allow the use of publicly solicited contracts even if the contract was created in another state. More information about state statutes can be found on our website (<https://www.nppgov.com/procurement-solutions/state-statutes>). The only other requirement is that you must be a member of NPPGov/FireRescue GPO.

### Q I have to be a member? How does that work?

**A** As a cooperative procurement organization we rely on the strength of our membership to develop competitive contracts. Membership is free and joining is easy.

Eligible organizations include:

- **Government:** States, cities, counties, special districts, turnpikes, K-12 public schools, townships, parks and recreation districts, metro/city transits, public works, higher education facilities, etc.
- **Non-Profit:** All 501(c) 1-28 organizations that do not receive Medicaid funding.
- **FireRescue GPO:** Municipal fire department (city or county), State or federal fire agency, fire districts, volunteer fire agencies/departments, industrial fire departments, volunteer rescue squads, municipal EMS agencies
- **Law Enforcement GPO:** police departments, sheriff departments, correctional facilities, emergency communications, and emergency management.

To become a NPPGov/FireRescue GPO Member:

1. Visit our website: [nppgov.com/firerescue-gpo](http://nppgov.com/firerescue-gpo)
2. Click "Join Now"
3. Select "Department"
4. Complete the registration form and submit.
5. You will receive a welcome call and e-mail confirming your membership within 24-48 hours (usually the same day). The welcome email will include your username and password. Vendor discount information can be accessed using your login credentials to log into [nppgov.com/firerescue-gpo](http://nppgov.com/firerescue-gpo).

### Q What services are offered through the FireRescue GPO program?

**A** A complete list of our vendors and discounts are available on [nppgov.com/firerescue-gpo](http://nppgov.com/firerescue-gpo). After registering and logging into the website, click on "Our Vendors" tab. Our vendor portfolio is extensive and includes many categories such as: fire apparatus, firefighting and rescue equipment, apparel and wildland gear, EMS and medical supplies, exhaust removal systems, maintenance, repairs and operations, station furniture, safety equipment, tires, office supplies, and more. Personal shopping assistance is available through our customer service line and email (877.329.8847 or [customerservice@nppgov.com](mailto:customerservice@nppgov.com)). We are also available to answer your procurement questions and provide guidance on the cooperative procurement process.



**Q What is the difference between NPPGov/  
FireRescue GPO and some other cooperatives?**

**A** We can't speak to how other cooperatives conduct business but we know our members appreciate:

1. Responsive customer service, including communications with our legal counsel.
2. Our use of separate Lead Public Agencies to conduct RFPs on behalf of our members, which keeps the process fair and unbiased.
3. Readily available access to all necessary RFP and contract documentation.
4. Our revenue supports our non-profit hospital owners, funding critical healthcare initiatives such as autoimmune disease research.
5. Fire/Rescue specific revenue supports the fire service through a revenue sharing program with fire chiefs associations nationwide.

**Q Where do I find information on products offered through FireRescue GPO contracts?**

**A** Our website has a full list of all of our vendors/contracts as well as products and pricing. Some information is only available to members who have logged in to the website: [www.nppgov.com/firerescue-gpo](http://www.nppgov.com/firerescue-gpo)

**Q Who provides the quotation for products of interest?**

**A** Although our website lists pricing, the vendor will provide the final quote and purchase order for the items of interest.

**Q What does it cost to join FireRescue GPO?**

**A** There are no costs or user fees, no purchasing obligations, and no minimum purchasing requirements.

**Q How is FireRescue GPO funded?**

**A** We negotiate a small administrative fee with our vendors to cover operating expenses, which allows us to provide our service free of charge to our members.

**Q Where do the funds go?**

**A** Revenue from our program funds critical healthcare initiatives such as autoimmune disease research, as well as supports the fire service through a revenue sharing program with fire chiefs associations nationwide.

**Q Where do I send the payments?**

**A** Invoices and payments go directly through the vendor you are working with for the products of interest. FireRescue GPO does not collect any payments from our members for products or services.

**Q What process validated the product and services offered?**

*Item f.*

**A** NPPGov serves as a nationwide channel providing publicly awarded agreements to government entities. Our publicly solicited agreements have been awarded through an RFP issued by a lead public agency. The lead agency is an independent government entity that carries out the advertising and bid procedures required by public contracting law.

NPPGov's contracts are established through the following process:

1. The Lead Public Agency prepares an RFP, incorporating the required cooperative purchasing (piggybacking) language that allows public entities across the nation to utilize the contract.
2. Suppliers respond to the RFP and the Lead Public Agency evaluates and awards the Master Price Agreement(s).
3. Contract documents are posted on our website under the "our vendors" tab. NPPGov members can review all documents online and access contract pricing by signing the Intergovernmental Cooperative Purchasing Agreement (IGA).
4. Our public solicitation process is consistent with AFG guidelines. For further information, please contact us at 877.329.8847.

**Q Where can I obtain copies of the legal documentation associated with each publicly solicited contract?**

**A** Contracting documents including the RFP, Master Price Agreement, IGA, and Synopsis are available on our website under the vendor page and may be accessed by logging onto the website, [nppgov.com/firerescue-gpo](http://nppgov.com/firerescue-gpo).

**Q What is the term of the contract?**

**A** Contract length varies by the public entity that conducted the solicitation but usually the initial contract terms are 3 calendar years and may be extended for an additional three 12-month periods.

**Q How do I customize the product offerings to meet our needs?**

**A** Many of our contracts provide for various options and customized products. Review the specific contract you are interested in for further details. Both the vendor and our staff are available for consultation.

**Q How do I learn more about FireRescue GPO?**

**A** For more information about our program please visit our website: [nppgov.com/firerescue-gpo](http://nppgov.com/firerescue-gpo). If you need more information or would rather speak to someone please call or email: [customerservice@nppgov.com](mailto:customerservice@nppgov.com)/877.329.8847

June 14, 2018

RE: Pierce / Hughes Fire GPO orders

During the calendar year of 2015 through to date for 2018 we have processed Pierce orders, in many cases multiple orders, utilizing the FireRescue NPPGov GPO program for the following customers. As all agencies have procedures in place to ensure they are following the correct process when purchasing apparatus, several of the agencies listed below follow very extensive evaluation procedures to ensure they are meeting any and all required purchasing criteria and they deemed GPO as a valid and legal purchasing avenue.

ALASKA:

City of Bethel, AK  
Central Mat-Su Fire Department, AK  
Fairbanks North Star Borough, AK  
North Star Fire Department, AK  
Unalaska Fire & EMS, AK

ARIZONA:

City of Casa Grande, AZ  
City of El Mirage, AZ  
Town of Gilbert, AZ  
City of Kingman, AZ  
City of Willcox, AZ  
Town of Queen Creek, AZ

IDAHO:

Timberlake FPD, Athol, ID  
City of Caldwell, ID  
Central Fire District, ID  
Eagle Fire, ID  
City of Idaho Falls, ID

MONTANA:

City of Frenchtown, MT  
Lockwood Fire District, Billings, MT  
City of Missoula, MT  
Red Lodge RFD 7, MT



NEVADA:

City of Henderson, NV  
City of Mesquite, NV

OREGON:

Clackamas County #1, OR  
City of Corvallis, OR  
Douglas County Fire District #2, OR  
City of Eugene, OR  
City of Forest Grove, OR  
Gates RFPD, OR  
City of Gresham, OR  
Hubbard RFPD, OR  
Jackson County FD #3, OR  
Keizer Fire District, OR  
Klamath County FD #1, OR  
La Pine RFPD, OR  
City of Lake Oswego, OR  
McKenzie Fire & Rescue, OR  
City of Medford Fire, OR  
Medford RFPD #2, OR  
Multnomah County RFPD 10, OR  
City of Portland, OR  
Philomath Fire & Rescue, OR  
Redmond Fire & Rescue, OR  
Sandy Fire District #72, OR  
South Lane County Fire & Rescue, OR  
City of Springfield, OR  
Tualatin Valley Fire & Rescue, OR  
Umatilla RFPD, OR  
West Side RFPD, OR

WASHINGTON:

City of Bellingham, WA  
City of Bothell, WA  
City of Burlington, WA  
Central Pierce Fire & Rescue, WA (Pierce County FD #6)  
Central Kitsap Fire & Rescue, WA  
Cowlitz #2 Fire & Rescue, WA  
City of Everett, WA



City of Kennewick, WA  
King County Fire District #47, WA  
City of Longview, WA  
City of Lynden, WA  
City of Montesano, WA  
City of Mount Vernon, WA  
McLane Black Lake Fire, Olympia, WA  
Pierce County #16, WA  
City of Richland, WA  
City of Seattle, WA  
Shoreline Fire Department, WA  
South Kitsap Fire & Rescue, WA  
South King Fire & Rescue, WA  
City of Walla Walla, WA  
Whatcom County FD #1, WA  
Whatcom County FD #7, WA  
Woodinville Fire & Rescue, WA

If you need any additional information or have any questions, please do not hesitate to contact us.



## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval to Use \$240,000 of State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus

SUBMITTED BY:

Lisa Von Bargen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$250,000 Total

|           |                     |          |
|-----------|---------------------|----------|
| FY 19: \$ | FY 20:<br>\$250,000 | FY21: \$ |
|-----------|---------------------|----------|

**Amount Budgeted:**

FY20 \$250,000

**Account Number(s):**

80030 000 7519 00 000

**Account Name(s):**

Hospital Grant

**Unencumbered Balance(s) (prior to expenditure):**

\$567,340

Reviews/Approvals/Recommendations

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
| Name(s)                  |                                |
| Name(s)                  |                                |
| <input type="checkbox"/> | Attorney                       |
| <input type="checkbox"/> | Insurance                      |

ATTACHMENTS: None

**RECOMMENDATION MOTION:**

Move to Approve use of \$250,000 of State of Alaska Hospital Grant for Construction of the Pharmacy in the new Wrangell Medical Center Campus.

**SUMMARY STATEMENT:**

SEARHC is experiencing some unexpected cost overruns in the construction of the new Wrangell Medical Center. In an effort to bring the project back into line with the budget, certain elements are being removed, including the pharmacy. Construction of the pharmacy in the new facility would have moved it from its existing location to the new hospital.

Following a conversation with Dan Neumeister about this issue, it became apparent the Borough has the opportunity to help offset some of these cost overruns with the remaining balance of the Hospital Grant from the State of Alaska. Administration reached back out to Dan to see if use of the grant funds would be helpful. The response from SEARHC was a resounding YES.

SEARHC has requested use of \$250,000 in grant funds to reinstate construction of the pharmacy in the new hospital. \$240,000 is the estimated cost of the pharmacy construction. \$10,000 is contingency. The disbursement(s) would be on a reimbursement basis with copies of contractor's pay requests as proof of the expenditures by SEARHC. Only exact expenditures will be paid.

The hospital grant has \$567,340 in unspent funds remaining. Administration contacted the grant administrator and requested approval in writing that use of the grant for construction of the pharmacy is an eligible expense. The Borough has confirmation via email this expense is eligible under the grant.

As the Assembly is aware, the hospital grant is for construction and related activities. I specifically asked if the grant could be used for, or amended to be used for, demolition of the existing hospital after it is vacated. The answer to that question is no. The remainder of the grant must be used for construction and related activities – as previously stated.

SEARHC has also asked if additional grant funds may be used for FF&E (fixtures, furnishings and equipment). The grant administrator has also provided confirmation that new hospital FF&E are eligible expenses. Once the FF&E expenses are more clearly defined SEARHC will be submitting a request for use of grant funds for this purpose. That request will also come to the Assembly for approval.

The CBW has an extension for use of this grant through June 30, 2020. Administration has confirmation that the deadline can be extended if significant progress of the project can be shown.

Administration recommends approval of this use of grant funds.

The grant money has never been accepted by resolution into the Borough's operating budget. Concurrently on the agenda for consideration by the Assembly is a resolution amending the FY20 Budget to accept the remaining grant funds (\$567,340) and authorize its expenditure.



## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

**PROPOSED RESOLUTION NO. 09-19-1490** OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND BY ACCEPTING REMAINING FUNDS FROM THE STATE OF ALASKA HOSPITAL GRANT IN THE AMOUNT OF \$567,340.47 AND AUTHORIZING ITS EXPENDITURE

|                                   |
|-----------------------------------|
| <u>SUBMITTED BY:</u>              |
| Lisa Von Bargaen, Borough Manager |

| <u>Reviews/Approvals/Recommendations</u> |                                |
|--|--------------------------------|
| <input type="checkbox"/>                 | Commission, Board or Committee |
| Name(s)                                  |                                |
| Name(s)                                  |                                |
| <input type="checkbox"/>                 | Attorney                       |
| <input type="checkbox"/>                 | Insurance                      |

|  |                        |          |
|--|------------------------|----------|
| <u>FISCAL NOTE:</u>                                    |                        |          |
| <b>Expenditure Required:</b> \$567,340.47 Total        |                        |          |
| FY 19: \$  | FY 20:<br>\$567,340.47 | FY21: \$ |
|  |                        |          |
| <b>Amount Budgeted:</b>                                |                        |          |
| FY20 \$0   |                        |          |
| <b>Account Number(s):</b>                              |                        |          |
| 80030 000 7519 00 000                                  |                        |          |
| <b>Account Name(s):</b>                                |                        |          |
| Hospital Grant   |                        |          |
| <b>Unencumbered Balance(s) (prior to expenditure):</b> |                        |          |
| \$567,340.47 (after approval of resolution)            |                        |          |

ATTACHMENTS: 1. Resolution 09-19-1490

### RECOMMENDATION MOTION:

Move to Approve Resolution 09-19-1490.

### SUMMARY STATEMENT:

While addressing the use of remaining hospital grant funds it was discovered the grant funds are not part of the FY20 Budget. The attached resolution amends the FY20 Budget in the CIP Fund to

accept the remaining hospital grant funds in the amount of \$567,340.47 and authorize its expenditure.

## CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 08-19-1490

A RESOLUTION OF THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA AMENDING THE FY 2020 BUDGET IN THE CIP FUND BY ACCEPTING REMAINING FUNDS FROM THE STATE OF ALASKA HOSPITAL GRANT IN THE AMOUNT OF \$567,340.47 AND AUTHORIZING ITS EXPENDITURE

WHEREAS, the Assembly of the City and Borough of Wrangell aproved Resolution No. 06-19-1467 on June 11, 2019 adopting the budget for all funds of the City and Borough of Wrangell, Alaska for the fiscal year 2019-2020; and

WHEREAS, the Wrangell Municipal Code requires that the Borough Assembly approve any budget amendments to the amounts adopted; and

WHEREAS, Administration recommends a budget amendment accepting the remaining funds from the State of Alaska Hospital Grant and authorizing its expenditure.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that:

Section 1: The FY 2020 Budget in the CIP Fund is amended by accepting revenue from remaining funds of the State of Alaska Hospital Grant in the amount of \$567,340.47 into the Hospital Grant Revenue Account (80030 000 4590 11 00000).

Section 2: The FY 2020 Budget in the CIP Fund is amended by increasing the funding in the Hospital Grant Expense Account (80030 000 7519 00 000) in the amount of \$567,340.47 and authorizing its expenditure.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA this 24<sup>TH</sup> Day of SEPTEMBER, 2019.

CITY & BOROUGH OF WRANGELL, ALASKA

\_\_\_\_\_  
Steve Prysunka, Mayor

ATTEST: \_\_\_\_\_  
Kim Lane, Borough Clerk

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval of Alternate 4<sup>th</sup> Quarter Assembly Meeting Schedule

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$N/A Total

|           |              |          |
|-----------|--------------|----------|
| FY 19: \$ | FY 20: \$N/A | FY21: \$ |
|-----------|--------------|----------|

**Amount Budgeted:**

|  |            |
|--|------------|
|  | FY20 \$N/A |
|--|------------|

**Account Number(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Account Name(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Unencumbered Balance(s) (prior to expenditure):**

|  |       |
|--|-------|
|  | \$N/A |
|--|-------|

Reviews/Approvals/Recommendations

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
| Name(s)                  |                                |
| Name(s)                  |                                |
| <input type="checkbox"/> | Attorney                       |
| <input type="checkbox"/> | Insurance                      |

ATTACHMENTS: None

**RECOMMENDATION MOTION:**

Move to Approve Alternate 4<sup>th</sup> Quarter Assembly Meeting Schedule.

**SUMMARY STATEMENT:**

Travel due to work related meetings and holidays requires the Assembly consider an Alternate 4<sup>th</sup> Quarter Meeting Schedule. Administration is recommending one meeting in each of the months, October, November and December as follows:

Tuesday, October 15<sup>th</sup>  
(Regular meetings would have been October 8<sup>th</sup> and 22<sup>nd</sup>)

Tuesday, November 12<sup>th</sup>  
(Regular meetings would have been November 12<sup>th</sup> and 26<sup>th</sup>. The 26<sup>th</sup> is two days before  
Thanksgiving)

Tuesday, December 10<sup>th</sup>  
(Only have one regular meeting in December and the 4<sup>th</sup> Tuesday is Christmas Eve)

If a special meeting or work session is necessary it will be scheduled.

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

Approval of Use of Maintenance Funding by Wrangell Public School District for HVAC Control System in the amount of \$70,000

**SUBMITTED BY:**

Lisa Von Bargaen, Borough Manager

**FISCAL NOTE:**

**Expenditure Required:** \$70,000 Total

|           |                    |          |
|-----------|--------------------|----------|
| FY 19: \$ | FY 20:<br>\$70,000 | FY21: \$ |
|-----------|--------------------|----------|

**Amount Budgeted:**

FY20 \$100,000

**Account Number(s):**

25000 000 7826

**Account Name(s):**

SRS School Maint/Repair Reimbursement

**Unencumbered Balance(s) (prior to expenditure):**

\$100,000

**Reviews/Approvals/Recommendations**

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
| Name(s)                  |                                |
| Name(s)                  |                                |
| <input type="checkbox"/> | Attorney                       |
| <input type="checkbox"/> | Insurance                      |

**ATTACHMENTS:** 1. Evergreen Project Summary; 2. Evergreen Proposal; 3. WHS Project Summary; 4. WHS Proposal

**RECOMMENDATION MOTION:**

Move to Approve the use of Maintenance Funding by Wrangell Public School District for HVAC Control System in the amount of \$70,000.

**SUMMARY STATEMENT:**

In the FY 2020 Budget the Assembly set aside \$100,000 in the SRS Fund specifically for reimbursement to the School District for facility maintenance. The District is working with Meridian Systems on an upgrade to the control system for the HVAC systems in the elementary and high school buildings. This will be the same control system recently installed by the Borough in the Nolan Center. The cost for this upgrade project is \$70,000 (\$25,000 – elementary; \$45,000 – high school).

The Borough has established a Capital Project cost threshold of \$25,000. At the \$70,000 cost level, this project would normally become the Borough's responsibility as a Capital Project. However, this project was not submitted for the FY 2020 Budget for consideration in the Borough's Capital Project plan of work. For this reason, Borough Administration recommended the district submit the project for reimbursement under the Maintenance Funds set aside by the Assembly this fiscal year.

Attached to the agenda statement are project descriptions and proposals from Meridian Systems for both schools.

Administration recommends approval of this request. The School Board will be taking action to approve this project on September 23<sup>rd</sup>, pending approval by the Assembly on the 24<sup>th</sup>.

**Meridian upgrade proposal:** FY2020

**Project:** Evergreen Elementary HVAC Direct Digital Control System Upgrade

**Description:** Replace the DDC (temp control) system which no longer operates properly.

**Cost estimate:** \$25,000.

### **Project Discussion**

The Honeywell Direct Digital Control (DDC) system was installed in 2003 and upgraded in 2009.

The DDC controls four heat and ventilation units and two boilers. The system automatically controls the circulation pumps, valves, damper and boilers, to achieve the most efficient settings. Through a display screen the system can be monitored for alarms and manual adjustments can be made.

Currently the system is not working. The machines are running, but the server that allows changes and monitoring is not. The operating system and software (Honeywell Legacy) is obsolete and no longer supported by Honeywell, so a repair is difficult and temporary at best.

The Alaska Honeywell dealer, Meridian Systems, has proposed an upgrade of the existing (obsolete) system to the new Niagara 4 system and software. The new system is cloud-based and will allow access to the DDC without the need for a dedicated computer (the broken part). It is expected that the Honeywell Niagara N4 platform will allow for support for the life of the facility.





12/12/2018

**To: Josh Blatchley**  
**Maintenance Director**  
**Wrangell Public Schools**  
**jblatchley@wpsd.us**  
**(907) 874-3395**

**RE: Proposal for Elementary School Controls Upgrade**

Josh,

Thank you for the opportunity to provide a proposal for this project. Based on my site visit and discussions with you I have prepared the following proposal:

**General Clarifications:**

- We will be upgrading the existing Honeywell direct digital control system to the current Honeywell N4 direct digital control system.

**Inclusions:**

1. Pricing includes necessary devices, programming, and checkout of the control system.
2. Control system installation, wiring, and conduit (where required) of all devices provided by Meridian Systems. The control system will be installed in accordance with National Electrical Code requirements.
3. Travel and Substances.
4. Please note that if invoice payments are paid by credit card there will be a 5% additional fee assessed to cover credit card transaction and processing costs.

**Exclusions:**

1. Payment & Performance Bonds.
2. City and Borough Taxes.
3. Testing or balancing of any hydronic, steam, or air systems.
4. Repair or replacement of any devices found inoperable or incompatible.

Our proposal for this scope of work is \$25,152.

Thank you and please contact me if you have any questions or if I can be of any further assistance.

Sincerely,

Chris Schneider  
Meridian Systems  
*An Employee Owned Company*

**Meridian upgrade proposal:** FY2020

**Project:** Wrangell High School HVAC Direct Digital Control System Upgrade.

**Description:** Upgrade the existing outdated DDC system

**Cost estimate:** \$45,000

### **Project Discussion**

The Honeywell Direct Digital Controls (DDC) system was installed in the High School/Middle School in 2009. It directs the operation of 9 Air handling units, 5 boilers, multiple exhaust fans and unit heaters. The DDC system is designed to coordinate the many working parts of the school heating and ventilation systems for the most efficient result. The DDC also provides the ability to monitor the status of all the systems from a central location.

The current DDC system and software is outdated and no longer supported by Honeywell, and difficult to maintain. The work station from which monitoring and adjustments are made is becoming temperamental, and at times not responding without reboots and power cycles.

The Alaska Honeywell dealer, Meridian Systems, has proposed an upgrade of the existing system to the new Niagra 4 system and software. The new system is cloud-based and will allow access to the DDC without the need for a dedicated computer (work station). The cloud-based system will be much easier for technicians who perform service work, and more secure than our current system is capable of.



12/12/2018

**To: Josh Blatchley**  
**Maintenance Director**  
**Wrangell Public Schools**  
**jblatchley@wpsd.us**  
**(907) 874-3395**

**RE: Proposal for Middle School & High School Controls Upgrade**

Josh,

Thank you for the opportunity to provide a proposal for this project. Based on my site visit and discussions with you I have prepared the following proposal:

**General Clarifications:**

- We will be upgrading the existing Honeywell direct digital control system to the current Honeywell N4 direct digital control system.

**Inclusions:**

1. Pricing includes necessary devices, programming, and checkout of the control system.
2. Control system installation, wiring, and conduit (where required) of all devices provided by Meridian Systems. The control system will be installed in accordance with National Electrical Code requirements.
3. Travel and Substances.
4. Please note that if invoice payments are paid by credit card there will be a 5% additional fee assessed to cover credit card transaction and processing costs.

**Exclusions:**

1. Payment & Performance Bonds.
2. City and Borough Taxes.
3. Testing or balancing of any hydronic, steam, or air systems.
4. Repair or replacement of any devices found inoperable or incompatible.

Our proposal for this scope of work is \$45,754.

Thank you and please contact me if you have any questions or if I can be of any further assistance.

Sincerely,

Chris Schneider  
Meridian Systems  
*An Employee Owned Company*

# CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>15</b>          |

**EXECUTIVE SESSION:** Mill Property Purchase Update

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$N/A

|           |               |          |
|-----------|---------------|----------|
| FY 19: \$ | FY 20: \$ N/A | FY21: \$ |
|-----------|---------------|----------|

**Amount Budgeted:**

|  |            |
|--|------------|
|  | FY20 \$N/A |
|--|------------|

**Account Number(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Account Name(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Unencumbered Balance(s) (prior to expenditure):**

|  |       |
|--|-------|
|  | \$N/A |
|--|-------|

Reviews/Approvals/Recommendations

|                                     |                                |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/>            | Commission, Board or Committee |
| Name(s)                             |                                |
| Name(s)                             |                                |
| <input checked="" type="checkbox"/> | Attorney                       |
| <input type="checkbox"/>            | Insurance                      |

ATTACHMENTS: 1. Draft Purchase & Sales Agreement; 2. Administration Review of Agreement; 3. Attorney Review of Agreement

**RECOMMENDATION MOTION:**

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the update to the proposed purchase of the Mill Site property.

**SUMMARY STATEMENT:**

Administration will be providing a summary of the salient points of the draft Purchase & Sales Agreement as provided by the Seller.

Documents included for review by the Assembly only (for the Executive Session) that are not available to the Public are:

1. Draft Purchase & Sales Agreement from the Seller
2. Administration Review of the Agreement
3. Attorney Review of the Agreement

## CITY & BOROUGH OF WRANGELL, ALASKA BOROUGH ASSEMBLY AGENDA STATEMENT

|                           |                           |                    |
|---------------------------|---------------------------|--------------------|
| <u>AGENDA ITEM TITLE:</u> | <u>DATE:</u>              | September 24, 2019 |
|                           | <u>Agenda<br/>Section</u> | <b>13</b>          |

**Executive Session:** Discussion of Legal Strategies Related to Collection of Moorage Fees

SUBMITTED BY:

Lisa Von Bargaen, Borough Manager

FISCAL NOTE:

**Expenditure Required:** \$ N/A Total

|           |               |          |
|-----------|---------------|----------|
| FY 19: \$ | FY 20: \$ N/A | FY21: \$ |
|-----------|---------------|----------|

**Amount Budgeted:**

|  |            |
|--|------------|
|  | FY20 \$N/A |
|--|------------|

**Account Number(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Account Name(s):**

|  |     |
|--|-----|
|  | N/A |
|--|-----|

**Unencumbered Balance(s) (prior to expenditure):**

|  |       |
|--|-------|
|  | \$N/A |
|--|-------|

Reviews/Approvals/Recommendations

|                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Commission, Board or Committee |
| Name(s)                  |                                |
| Name(s)                  |                                |
| <input type="checkbox"/> | Attorney                       |
| <input type="checkbox"/> | Insurance                      |

ATTACHMENTS: None

**RECOMMENDATION MOTION:**

I move, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically legal tactics and strategies (i.e. litigation) with Maritime Attorney Leslie Need, the Borough Manager and the Harbormaster, regarding the collection of moorage fees.

**SUMMARY STATEMENT:**

Borough Administration has been working with the Attorney regarding the collection of unpaid moorage, and the manners through which moorage may best be collected. The process is entering into a phase where significant legal strategy may be required. It is necessary to address this with the Assembly at this time.

The Borough Attorney has recommended Wrangell work with a maritime attorney on certain aspects. Attorney Leslie Need may be available to assist in helping the Assembly understand the process of one option being considered.