

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, APRIL 7, 2015 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY APRIL 7, 2015 AT 7:00 PM** IN THE SEABROOK CITY HALL COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5600 OR FAX (281) 291-5710 FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1.0 PRESENTATIONS

 ATTACHMENT 1

- 1.1 Present Audit for FY 2013/14. (Auditors)

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

- 2.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

3.0 SPECIFIC PUBLIC HEARING(S)

 ATTACHMENT 2

- 3.1 Request to change the zoning classification of land described below from the current classification of C-2 (Commercial Medium) to R-2 (Residential - Medium Density). This change is contained in proposed Ordinance No. 2015-09. (Applicant)

Owner: Aaron and Shelley Nichols, Blue Canoe Court, Seabrook, Texas 77586

Legal Description: Tract 13, being an 8.52-acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County Texas.

Location: This property is located east of Elam, south of Larrabee, and immediately north of NASA Parkway.

4.0 CONSENT AGENDA - Council will discuss, consider and if appropriate, take action on the items listed below.

All consent agenda items are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a council member, city manager, city attorney or city secretary so requests, in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda.

 ATTACHMENT 3

- 4.1 Approve proposed Resolution No. 2015-11, " "Denial of Rate Increase Request from CenterPoint Energy." (Cook)

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS FINDING THAT CENTERPOINT ENERGY ENTEX'S ("CENTERPOINT" or "COMPANY") STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

 ATTACHMENT 4

- 4.2 Accept Audit and Comprehensive Annual Financial Report (CAFR) for FY 2013-14. (Lab)

 ATTACHMENT 5

- 4.3 Approve Resolution No. 2015-09, "Post Issuance Compliance Policy and Procedure Manual." (Lab)

A RESOLUTION ADOPTING A "POST-ISSUANCE COMPLIANCE POLICY AND PROCEDURE MANUAL" FOR THE PURPOSE OF COMPLYING WITH APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND TREASURY REGULATIONS

 ATTACHMENT 6

- 4.4 Request by Crown Castle for its tenant Verizon to modify equipment on property it leases from the City of Seabrook.

Scope of Work :

(1) existing line to be replaced with (1) new hybrid line. (1) new Raycap, (3) RRHS, and (3) TMAs to be installed at 116'. All other existing RF configurations and ground equipment will remain the same. Final configuration: (9) panels, (2) MWs, (3) TMAs, 3 RRHs, 1 Raycap, 1 hybrid line, and (21) lines. (Applicant)

ATTACHMENT 7

- 4.5 Approve a permit for a parade and rededication of the Veterans' Memorial on May 25, 2015 from 9:00 a.m. to 11:00 a.m., including a waiver of permit fees and the partial closing of Second Street to be contingent upon submission of an acceptable form of liability insurance and approval by the city manager concerning details of the event. (Applicant/Cook)

ATTACHMENT 8

- 4.6 Approve the minutes of the March 17, 2015 Special Joint Meeting. (Glaser)

ATTACHMENT 9

- 4.7 Approve the minutes of the March 17, 2015 regular City Council meeting. (Glaser)

END OF CONSENT AGENDA

5.0 NEW BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

ATTACHMENT 10

- 5.1 Consider first reading of proposed Ordinance No. 2015-09, "Amendment to the Official Zoning Map to Rezone 8.52 Acres of Land at 2800 NASA Parkway from C-2 to R-3." (Applicant)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE PROPERTY LOCATED ON 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

ATTACHMENT 11

- 5.2 Consider first reading of proposed Ordinance No. 2015-10, Final Approval of the El Mar Village Townhomes Planned Unit Development (PUD). (Applicant)

AN ORDINANCE AMENDING THE SEABROOK CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION"

SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING APPROXIMATELY 2.1640 ACRES OF LAND IN THE RITSON MORRIS SURVEY, ABSTRACT 52 SEABROOK, HARRIS COUNTY, TEXAS, DESCRIBED AS TRACT 1, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. N004071, BEING A PORTION OF THE UNRESTRICTED RESERVE IN BLOCK 5 OF MIRAMAR SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 148, PAGE 93 OF THE HARRIS COUNTY MAP RECORDS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A," FROM "R-1" ("SINGLE FAMILY DETACHED, TO ("PUD)," PLANNED UNIT DEVELOPMENT FOR A SINGLE FAMILY USE OF TOWNHOMES CONSISTING OF 18 UNITS; PROVIDING FOR AN AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

ATTACHMENT 12

- 5.3 Consider first reading of proposed Ordinance No. 2015-11, "Final Approval of the Chesapeake Bay Senior Apartments Planned Unit Development (PUD)". (Applicant)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING APPROXIMATELY 11.7127 ACRES OF LAND, COMPRISING TRACT 1 - 0.2327 ACRES, H.C.C.F. NO. 20070629538, REMAINDER OF 0.2248 ACRES; TRACT 2A - 1.2 ACRES, H.C.C.F. NO. T539938, REMAINDER OF 1.16 ACRE; TRACT 2B - 1.2 ACRES, H.C.C.F. NO. T539938, REMAINDER OF 1.16 ACRES; TRACT 3 - 3.360 ACRES H.C.C.F. NO. U067284, REMAINDER 3.244 ACRES; AND TRACT 4 - 5.72 ACRES OUT OF 10.501 ACRES, H.C.C.F. NO. P969328, REPSDORPH PARTITION, ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY TEXAS, LOCATED BETWEEN WEST REPSDORPH ROAD TO THE WEST, HUCKLEBERRY FINN COVE TO THE EAST, LOT 1 REPSDORPH PARTITION TO THE SOUTH AND PEBBLE BROOK DRIVE TO THE NORTH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A," FROM "C-2," MEDIUM COMMERCIAL DISTRICT, TO PLANNED UNIT DEVELOPMENT, "PUD;" FOR A USE OF A SENIORS ONLY COMPLEX CONSISTING OF 259 MULTI-FAMILY LIVING UNITS; PROVIDING FOR AN AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

ATTACHMENT 13

- 5.4 Consider the purchase of a Pierce Velocity Pumper with the HGAC approved

contractor, Siddons-Martin in the amount of \$699,504. Funds are available through the bond proceeds that were issued in January 2015. (Cook/SVFD)

ATTACHMENT 14

- 5.5 Consider first reading of proposed Ordinance No. 2015-08, "Procedure for Consideration of Preliminary PUD Plans." (Landis)

AN ORDINANCE AMENDING THE SEABROOK CODE OF ORDINANCES, APPENDIX A "COMPREHENSIVE ZONING", ARTICLE 4, "SPECIAL USE REGULATIONS", SECTION 4.10 "PLANNED UNIT DEVELOPMENTS" ("PUD"), BY UPDATING AND CLARIFYING PROCEDURES FOR CONSIDERATION OF PRELIMINARY PUD PLANS PURSUANT TO SUBSECTION 4.10.06 "PUD DESIGNATION PROCEDURE"; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000.00 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND NOTICE.

ATTACHMENT 15

- 5.6 Consider proposed Resolution No. 2015-10, "Authorization for Acquisition of Real Property Interests for the Hester's Gully Drainage Improvement Project." **A record vote will be taken.** (Chairez/Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, SEABROOK, TEXAS, AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS BY PURCHASE, DONATION, OR EXERCISE OF THE POWER OF EMINENT DOMAIN FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR "THE HESTER'S GULLY DRAINAGE IMPROVEMENT PROJECT", ("PROJECT") GENERALLY DESCRIBED AS THE DRAINAGE CONVEYANCE WHERE HESTER'S GULLY DRAINS TO GALVESTON BAY TO PROVIDE POSSIBLE RELIEF UPSTREAM IN THE EL MAR, MIRAMAR, OAKS OF SEABROOK AND HARBOR COVE SUBDIVISIONS; DETERMINING THE PUBLIC NECESSITY FOR SUCH PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF SEABROOK, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, SPECIFICALLY INCLUDING CHAPTER 21 OF THE TEXAS PROPERTY CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED, BY A RECORD VOTE, IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

- 5.7 Consider the expansion and a venue change for the City Christmas Tree Lighting event in December. (Cook)

6.0 ROUTINE BUSINESS - Council will discuss, consider and if appropriate, take action on the items listed below.

 ATTACHMENT 16

- 6.1 Approve the Action Items Checklist which is attached and made a part of this agenda. (Council)

 ATTACHMENT 17

- 6.2 Establish future meeting dates and agenda items. (Council)

7.0 EXECUTIVE SESSION

The City Council will now hold a closed executive meeting pursuant to the provisions of the open meetings Act, Charter 551, Government Code, and Vernon's Texas Codes Annotated, in accordance with the authority contained in one or more of the following sections: Section 551.071, Consultation with Attorney; Section 551.072, Real Property; Section 551.073, Deliberation Regarding a Prospective Gift; Section 551.074, Personnel Matters; Section 551.076. Security Devices; and Section 551.087, Economic Development.

Section 551.071

- 7.1 Consult with attorney to receive legal advice on legal issues associated with a Memorandum of Understanding with the Port of Houston Authority. (Cook)

8.0 OPEN MEETING

Council will reconvene in open session to allow for possible action on any of the agenda items listed above under "Executive Session".

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

CERTIFICATE

I certify that this notice was posted on the bulletin board on or before Thursday, April 2, 2015 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Michele Glaser, TRMC
City Secretary

SINGLE AUDIT REPORTS

**CITY OF
SEABROOK, TEXAS**

For the Year Ended
September 30, 2014

CITY OF SEABROOK, TEXAS
SINGLE AUDIT REPORTS
September 30, 2014

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

March 27, 2015

To the Honorable Mayor and
City Council Members of the
City of Seabrook, Texas:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Seabrook, Texas (the "City") as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 27, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BELT HARRIS PECHACEK, LLP

Belt Harris Pechacek, LLP
Certified Public Accountants
Houston, Texas



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB
CIRCULAR A-133, AND THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

March 27, 2015

To the Honorable Mayor and
City Council Members of the
City of Seabrook, Texas:

Report on Compliance for Each Major Federal Fund

We have audited the City of Seabrook, Texas's (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2014. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

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Opinion on Each Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2014.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated March 27, 2015 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule

of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

BELT HARRIS PECHACEK, LLP

Belt Harris Pechacek, LLP
Certified Public Accountants
Houston, Texas

CITY OF SEABROOK, TEXAS
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
For the Year Ended September 30, 2014

A. SUMMARY OF PRIOR YEAR AUDIT FINDINGS

None

CITY OF SEABROOK, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2014

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on the basic financial statements of City of Seabrook, Texas.
2. No significant deficiencies in internal control were disclosed by the audit of the financial statements.
3. No instances of noncompliance material to the basic financial statements were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs were disclosed by the audit.
5. The auditors' report on compliance for the major federal award programs expresses an unmodified opinion.
6. No audit findings relative to the major federal award programs for the City are reported.
7. The programs included as major programs are:

<u>Major Programs</u>	<u>CFDA</u>
Community Development Block Grant – State's Program	14.228
Economic Adjustment Assistance	11.307

8. The threshold for distinguishing Type A and B programs was \$300,000.
9. The City did qualify as a low-risk auditee in the context of OMB Circular A-133.

B. FINDINGS – BASIC FINANCIAL STATEMENT AUDIT

None

C. FINDINGS – FEDERAL AWARDS

None

CITY OF SEABROOK, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2014

Grantor/Program Title	CFDA Number	Grant/Contract Number	Expenditures
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<i>Pass-through Texas General Land Office</i>			
Community Development Block Grant - State's Program	14.228	11-323-000-5294	\$ 787,341
Community Development Block Grant - State's Program	14.228	12-564-000-6858	620,515
TOTAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			<u>1,407,856</u>
DEPARTMENT OF COMMERCE			
<i>Pass-through Economic Development Administration</i>			
Economic Adjustment Assistance	11.307	08-79-04380	952,785
TOTAL DEPARTMENT OF COMMERCE			<u>952,785</u>
DEPARTMENT OF JUSTICE			
<i>Pass-through Bureau of Justice Assistance</i>			
Bulletproof Vest Partnership Program	16.607	BVBX13068990	4,128
TOTAL DEPARTMENT OF JUSTICE			<u>4,128</u>
DEPARTMENT OF HOMELAND SECURITY			
<i>Pass-through Texas Division of Emergency Management</i>			
Emergency Management Performance Grants	97.042	14TX-EMPG-0368	30,074
<i>Pass-through Texas Department of Public Safety</i>			
Hazard Mitigation Program	97.039	DR-1791-023	3,317
TOTAL DEPARTMENT OF HOMELAND SECURITY			<u>33,391</u>
DEPARTMENT OF TRANSPORTATION			
<i>Pass-through Texas Parks and Wildlife Department</i>			
Armand Bayou Trail Grant Project	20.219	PWD 1067-P4000	39,499
TOTAL DEPARTMENT OF TRANSPORTATION			<u>39,499</u>
TOTAL FEDERAL AWARDS EXPENDED			<u>\$ 2,437,659</u>

CITY OF SEABROOK, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2014

1. REPORTING ENTITY

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance programs of the City of Seabrook, Texas.

2. BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: April 7, 2015

Submitter/Requestor: City of Seabrook

Date Submitted: March 23, 2015

Presenter: Sean Landis

Description/Subject:

A request to rezone the address of 2800 NASA Parkway, Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County, Texas. This property is located east of Elam, south of Larrabee, and immediately north of NASA Parkway, from the current classification of C-2 (Commercial-Medium) to R-3 (Residential-Medium Density). A Public Hearing was held at the Planning and Zoning Commission Meeting on February 19, 2015.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE ADDRESS OF 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT AND REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS CHANGE.

Applicant:

Aaron Nichols and Shelley Nichols

Legal Description:

Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County, Texas.

This property is located east of Elam, south of Larrabee, and immediately north of NASA Parkway

Request: The applicant is requesting a zoning change from the current classification of C-2 (Commercial-Medium) to R-3 (Residential-Medium Density).

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The applicant recently attempted to refinance the existing multi-family apartment complex when they were denied by Fannie Mae. The denial was due to the use being a grandfathered nonconforming use.

Agenda Briefing Form
Page 2

The apartment complex was constructed prior to 1984 and at the time of construction was named "Seetree Apartments". At the time of construction the property was zoned C-2, Medium Commercial. This zone allowed the construction of multi-family dwellings until the zoning ordinance was altered in January of 1984. From that date to the present, C-2 zoned land has forbidden further multi-family construction.

Villas by the Bay nonconforming status allows the owners to renovate, remodel, repair or rebuild a nonconforming structure if the work does not increase the degree of the nonconformity of the structure and is approved by the building official by issuance of a permit.

The right to rebuild or repair a nonconforming structure terminates if such structure sustains damage, of any origin, where by the cost of restoring the structure to its undamaged condition would exceed 50 percent of the market value of the structure before the damage occurred. Herein lays the problem relating to the refinancing. The financial institution has communicated that due to the nonconformity, their collateral is at risk of not being repaired or rebuilt if damaged over 50 percent of market value.

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts
Nay: Caradec
Absent: Hammann

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

Recommended Action:

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts
Nay: Caradec
Absent: Hammann

Attachments:

(Please list description of attachments and number of pages in each attachment)

Copy of proposed Ordinance 2015-09
Planning & Zoning Commission Minutes of the February 19, 2015 Meeting
Planning and Zoning Commission Official Report from the February 19, 2015 Meeting
Photos of the area to be rezoned
Photo of zoning map

Fiscal Impact: Budgeted _____ Yes _____ No Finance Officer Review:
Budget Amendment Required _____ Yes _____ No

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

Agenda Briefing Form
Page 3

Future/Ongoing Impact ___ Yes ___ No

Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Public Hearing & New Business

Suggested Motion:

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts

Nay: Caradec

Absent: Hammann

City Manager Review:

- ☐ Approved as submitted
- ☐ Submitted for Council consideration without comment
- ☐ Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

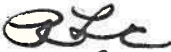
Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on February 19, 2015 to hold a meeting to consider:

Request to change the zoning classification of land from the current classification of C-2 (Commercial Medium) to R-3 (Residential – Medium Density). Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County Texas. This property is located east of Elam, south of Larrabee, and immediately north of Nasa Parkway.

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on February 19, 2015, as designated below and as certified by the signature of the Chairman. This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Rosebud Caradec					
Mike DeHart	X				
Buddy Hammann				X	
Bolivar Lewis	X				
Dodie Miller	✓				
Michael Potts	X				
Michael Sharpe	X				


Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:


Alesia L. Hammock
Secretary

ORDINANCE NO. 2015-09
AMENDMENT TO THE OFFICIAL ZONING MAP
TO REZONE 8.52 ACRES OF LAND AT 2800 NASA PARKWAY
FROM C-2 TO R-3

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE PROPERTY LOCATED ON 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the applicants, Aaron and Shelley Nichols, as owners, applied for a zoning change for property located on 2800 NASA Parkway, Seabrook, Texas, a 8.52 acres tract of land located east of Elam, south of Larrabee, and immediately north of NASA Parkway, identified as Tract 13, situated in Abstract 52 of the Ritson Morris Survey, Harris County, Texas, more specifically described in the attached Exhibit "A"; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and Appendix A of the City Code of Ordinances (Zoning Code); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, public hearings on such request; and

WHEREAS, the Planning and Zoning Commission recommended this zoning change at its meeting of February 19, 2015, and has made its final report;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

Ordinance No. 2015-09

Page 2

SECTION 1. FINDINGS.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO THE OFFICIAL ZONING MAP.

The Seabrook City Code of Ordinances, Appendix A, "Comprehensive Zoning", Article 2, "Administration", Section 2.05, "Official Zoning Map" is hereby amended by rezoning 8.52 acres of land identified as of Tract 13, situated in Abstract 52 of the Ritson Morris Survey, Seabrook, Harris County, Texas, located at 2800 NASA Parkway which is east of Elam, south of Larrabee, and immediately north of NASA Parkway, (more specifically described in the attached Exhibit "A"), from C-2 Commercial-Medium District to R-3 Residential-Medium District.

The property to be rezoned is shown on the survey, identified as Exhibit A and the metes and bounds description, identified as Exhibit B, both of which said Exhibits which are incorporated herein by reference.

Upon passage of this Ordinance, the official zoning map of the City of Seabrook shall be amended to reflect this change.

SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, "Criminal Enforcement" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

SECTION 5. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each every part of the same

Ordinance No. 2015-09

Page 3

notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 7th day of April 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 21st day of April 2015.

By: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney

EXHIBIT A

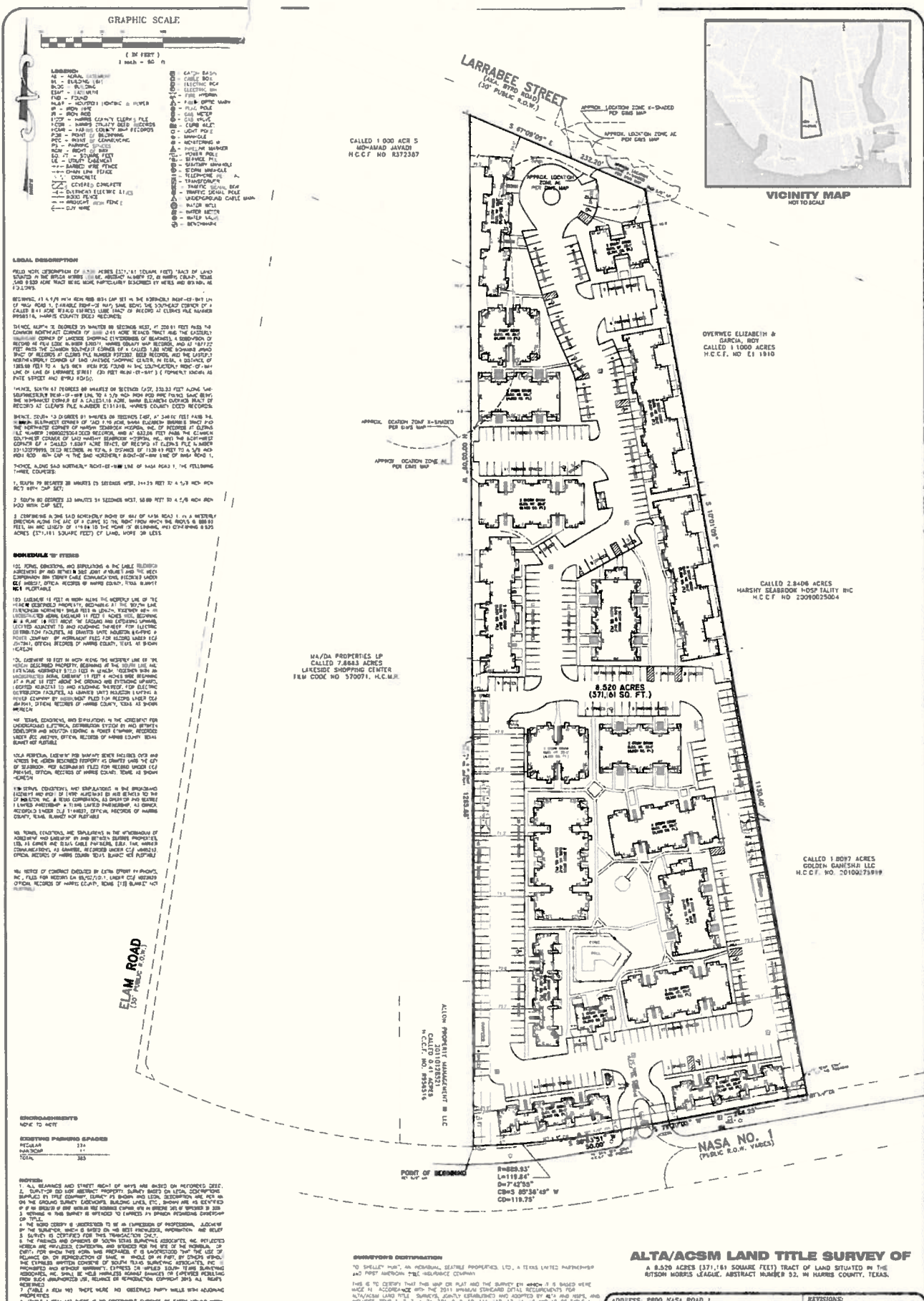


EXHIBIT B

FIELDNOTE DESCRIPTION of 8.52 acres (371,161 square feet) tract of land situated in the Ritson Morris League, Abstract No. 52, in Harris County, Texas;

D

BEGINNING, at a 5/8 inch steel rod found in the northerly right-of-way line of NASA Road 1, (variable right-of-way) same being the southeast corner of a called 0.41 acre Texaco Express Lube tract of record at Clerk's File No. R956516, Harris County Deed Records;

THEN, North 00 degrees 05 minutes 09 seconds West, at 200.81 feet pass the common northeast corner of said 0.41 acre Texaco tract and the easterly southeast corner of Lakeside Shopping Center (basis of bearings), a subdivision of record at Film Code No. 570071, Harris County Map Records, and at 1077.22 feet pass the common southeast corner of a called 1.00 acre Mohamad Javadi tract of record at Clerk's File No. R372387, Deed Records, and the easterly northeast corner of said Lakeside Shopping Center, in total a distance of 1265.88 feet to an iron fence post found in the southwesterly right-of-way line of Larrabee Street (30 feet right-of-way) (Formerly known as Pate Street and Byrd Road);

THEN, South 67 degrees 09 minutes 09 seconds East, 232.20 feet along said southwesterly right-of-way line to a 1 inch steel pipe found, same being the northwest corner of a called 1.10 acre, Maria Elizabeth Overweg tract of record at Clerk's File No. E131910, Harris County Deed Records;

THEN, South 10 degrees 01 minutes 09 seconds East, at 349.00 feet pass the common southwest corner of said 1.10 acre Maria Elizabeth Overweg tract and the northwest corner of JHK, Inc, Tract 7, of record at Clerk's File No. Y219930, Deed Records, and at 632.06 feet pass the common southwest corner of said Tract 7 and the northwest corner of Tract 7B-1, of record at Clerk's File No. X832807, Deed Records, in total a distance of 1130.40 feet to a 5/8 inch steel rod set in the said northerly right-of-way line of NASA Road 1;

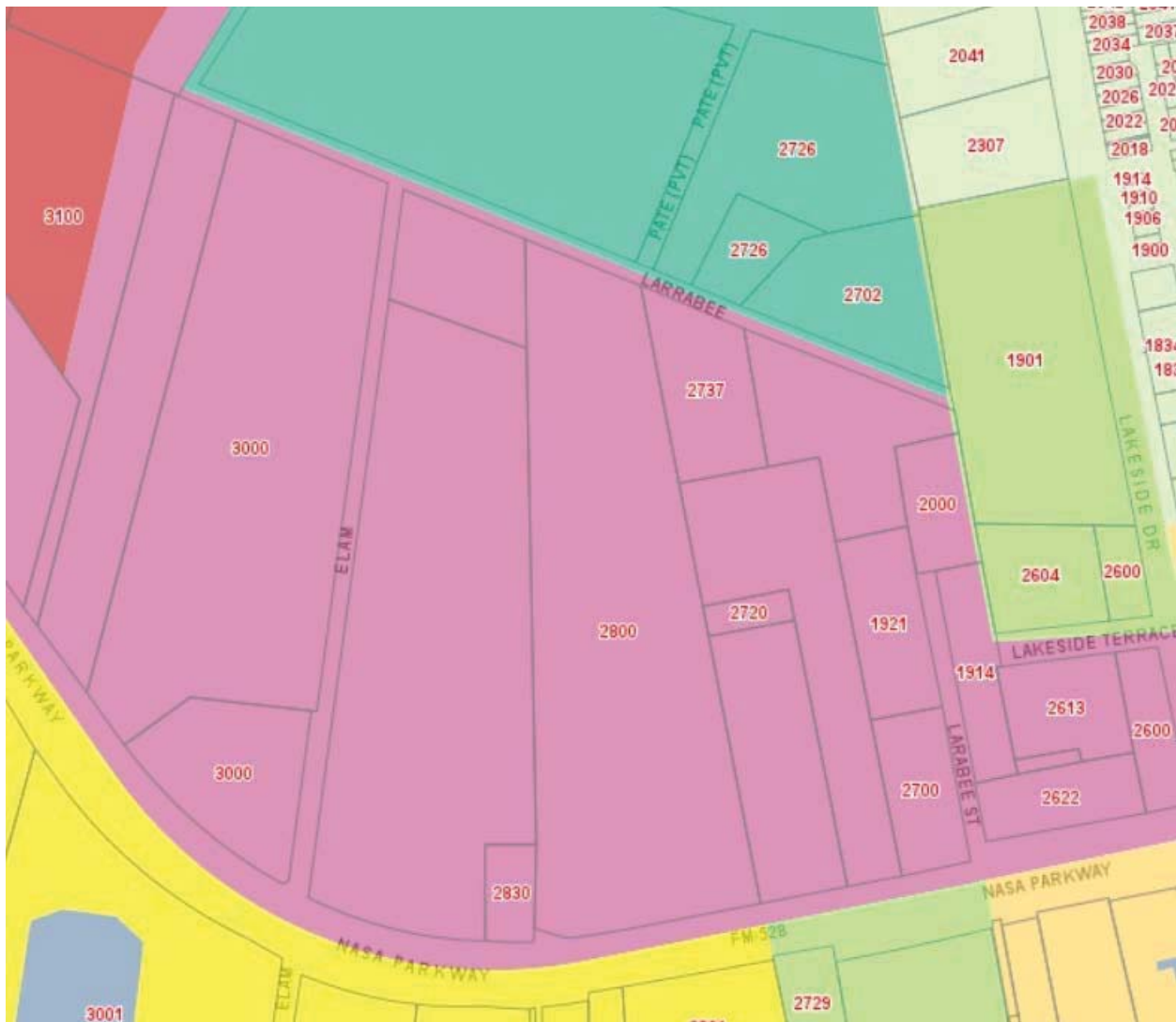
THEN, along said northerly right-of-way line of NASA Road 1, the following three courses:

1. South 79 degrees 20 minutes 05 seconds West, 244.25 feet to a 5/8 inch steel rod found;
2. South 80 degrees 33 minutes 51 seconds West, 50.00 feet to a 5/8 inch steel rod set;
3. Continuing along said northerly right of way of NASA Road 1, in a westerly direction along the arc of a curve to the right from which the radius point bears North 08 degrees 14 minutes 38 seconds West, having a radius of 889.93 feet, an arc length of 119.84 to the POINT OF BEGINNING.

CONTAINING 8.52 acres (371,161 square feet) of land.

ER 011 - 12 - 1670

Zoning Map



RESOLUTION NO. 2015-11
DENIAL OF RATE INCREASE REQUEST FROM CENTERPOINT ENERGY

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS FINDING THAT CENTERPOINT ENERGY ENTEX'S ("CENTERPOINT" OR "COMPANY") STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Seabrook, Texas ("City") is a gas utility customer of CenterPoint Energy Entex, Texas Coast Division ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the CenterPoint's Texas Coast Division service area; and

WHEREAS, on or about March 27, 2015, CenterPoint filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$6.77 million annually and to all customers residing in the City; and

WHEREAS, GCCC is coordinating its review of CenterPoint's Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, GCCC's consultant determined that CenterPoint's existing rates are excessive; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the Statement of Intent; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

Section 1. That the rates proposed by CenterPoint to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of the adoption of this Resolution.

City of Seabrook
Resolution No. 2015-11
Page 2

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to CenterPoint and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 7th day of April 2015.

Glenn R. Royal, Mayor

ATTEST:

Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532

www.lglawfirm.com

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Gulf Coast Coalition of Cities (CenterPoint Gas Texas Coast Division)

FROM: Thomas Brocato

DATE: March 31, 2015

RE: CenterPoint Energy Gas – Texas Coast Division Statement of Intent Filing

CITY ACTION REQUIRED NO LATER THAN APRIL 30

On March 27, 2015, CenterPoint Energy Gas (“CenterPoint” or “Company”) filed a Statement of Intent to Change Rates in its Texas Coast Division with each of the Gulf Coast Coalition of Cities (“GCCC”) with original jurisdiction. In the filing, the Company asserts that it is entitled to a \$6.77 million increase or an 11.3% increase in base revenues.

In late March, the GCCC engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company’s request. We are recommending that the Cities deny the requested relief.

Unless Cities deny the application by April 30, 2015, the rate increase requested by CenterPoint will become effective on May 1, 2015. **Accordingly, we request that each city schedule the draft resolution attached to this memorandum for consideration at their next council meeting.**

If you have any concerns or question please do not hesitate to contact me at (512) 322-5857. We appreciate your continued support.

MODEL STAFF REPORT REGARDING CENTERPOINT ENERGY GAS' STATEMENT OF INTENT FILING

The City, along with approximately 20 other cities served by CenterPoint Energy Entex Gas ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990s. GCCC has been the primary public interest advocate before the Railroad Commission, the Courts, and the Legislature on gas utility regulation matters for over 20 years.

On March 27, 2015, CenterPoint filed a Statement of Intent to Increase Rates application with each of the cities in their Texas Coast Division service area. In the filing, the Company asserted that it is entitled to a \$6.77 million increase or an 11.3% increase excluding gas costs.

In late March, the GCCC engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate application proposed by CenterPoint.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CenterPoint and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

GCCC Cities in the CenterPoint Texas Coast Division:

Alvin
Clear Lake Shores
Dickinson
Friendswood
Fulshear
Kemah
La Marque
Lake Jackson
Manvel
Mont Belvieu
Morgan's Point
Rosenberg
Santa Fe
Seabrook
Sugar Land
Taylor Lake Village
Texas City
Webster
Weston Lakes



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 7, 2015

Submitter/Requestor: Pam Lab

Date Submitted: 3/26/2015 2:34:32 PM

Presenter:

Description/Subject:

Purpose/Need: NA

Background/Issue(What prompted this need):

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

CAFR report too large to be attached.

Attachments:

(Please list description of attachments and number of pages in each attachment)

Attachment

**Fiscal
Impact:**

Budgeted

Yes

Finance Officer Review:

Budget Amendment Required

Yes

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Accept audit and CAFR for 2013-14

Agenda Language:

Accept Audit and Comprehensive Annual Financial Report (CAFR) for FY 2013-14. (Lab)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

SEE ATTACHMENT 1

RESOLUTION NO. 2015-09
POST-ISSUANCE COMPLIANCE POLICY AND PROCEDURE MANUAL

**A RESOLUTION ADOPTING A “POST-ISSUANCE COMPLIANCE POLICY
AND PROCEDURE MANUAL” FOR THE PURPOSE OF COMPLYING WITH
APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986,
AS AMENDED, AND TREASURY REGULATIONS**

WHEREAS, the Internal Revenue Code of 1986, as amended, and applicable treasury regulations require compliance with post-issuance policies and procedures by entities that issue tax-exempt debt; and

WHEREAS, the Finance Department of the City of Seabrook, Texas, has and does adhere to said post issuance policies and procedures; and

WHEREAS, the Finance Department of the City of Seabrook, Texas, has reviewed a written policy developed by Arbitrage Compliance Specialists, Inc., detailing the City’s post issuance debt compliance responsibilities; and

WHEREAS, the Finance Department of the City of Seabrook, Texas, as well as the Financial Advisor and the Bond Attorney of the City of Seabrook, Texas, recommend adoption of the written policy, attached hereto as Exhibit “A” and entitled “Post Issuance Compliance Policy and Procedure Manual”; and

WHEREAS, the City Council of the City of Seabrook, Texas, finds that adoption of the Post-Issuance Compliance Policy and Procedure Manual is necessary and appropriate; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY SEABROOK,
STATE OF TEXAS:

THAT, the Seabrook City Council, hereby adopts the attached Post-Issuance Compliance Policy and Procedure Manual; and

THAT, the Finance Director is designated as the official authorized to implement the Post-Issuance Compliance Policy and Procedure Manual.

AND IT IS SO ORDERED.

PASSED and ADOPTED this 7th day of April 2015.

Glenn R. Royal, Mayor

Resolution No. 2015-09
Post-Issuance Compliance & Procedures Manual
Page 2

48 **ATTEST:**

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53 _____
Michele L. Glaser, TRMC

54 City Secretary

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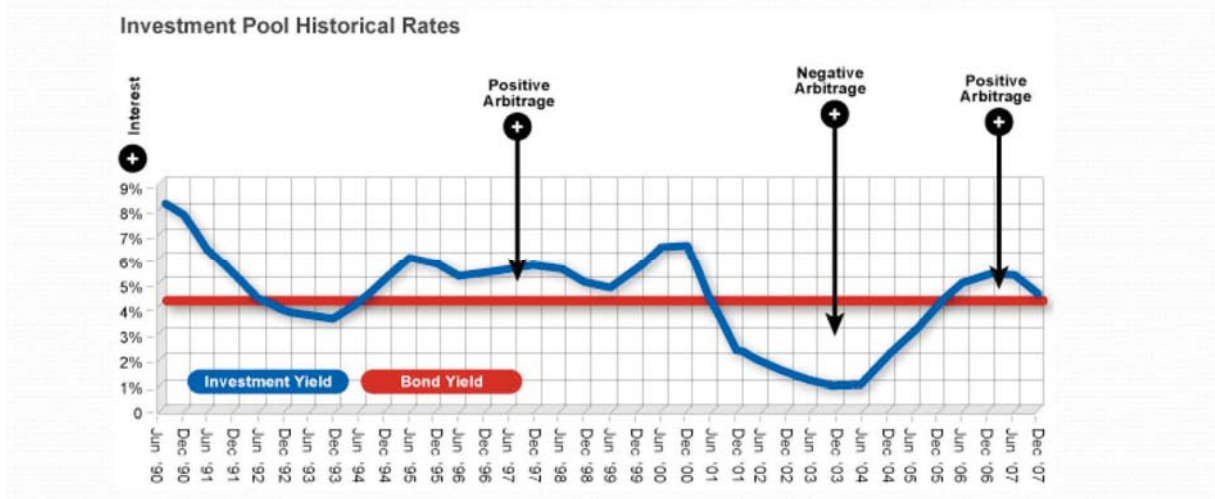
56

<i>Debt Yield</i>	<i>Overall Investment Yield for Gross Proceeds</i>	<i>Result</i>
4.0%	5.0%	<i>Positive Arbitrage</i>
5.0%	5.0%	<i>No Arbitrage</i>
6.0%	5.0%	<i>Negative Arbitrage</i>

C. Areas of arbitrage compliance that must be addressed:

1. The arbitrage rebate requirements identify what must be done with any arbitrage (profits or earnings) above the debt issuance's yield earned on the investment of the gross proceeds of the debt issuance. Arbitrage on gross proceeds must be rebated to the federal government every five years after the date of issuance (or earlier if elected) through and including the final maturity ("filing date").

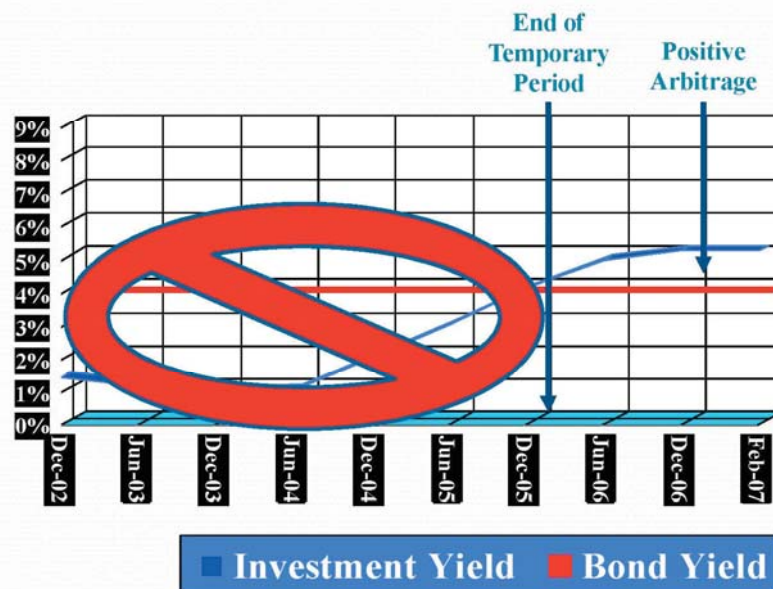
What is Arbitrage Rebate?



2. The yield restriction requirements set forth various investment yield limitation conditions for different categories of gross proceeds from a debt issuance (e.g. construction, refunding escrow, debt service, and reserve funds). The issuer should meet these various yield restriction conditions to avoid compromising the tax-exempt or tax-advantaged status of the debt issuance. Since the yield restriction requirements are specific to a debt issuance it is recommended that the City of Seabrook consult with the Arbitrage Consultant and/or Bond Counsel to determine the specific yield restriction requirements on a per debt issuance basis.

Construction Fund Yield Restriction: The most common yield restriction constraint for an issuer is related to construction funds. Generally, if there are unexpended project/construction proceeds at the end of the initial 3-year temporary period in excess of the **minor portion** (the lesser of \$100,000 or 5% of the sale proceeds of the debt issuance), an issuer may no longer invest the remaining proceeds above the **materially higher yield** (debt issuance yield + .125%) without taking corrective actions to remedy interest earnings above the materially higher yield. The issuer must yield restrict the proceeds below the materially higher yield, or a yield reduction payment report will be required. Any yield reduction payment under the yield restriction requirements must be paid per the same deadlines as the arbitrage rebate requirements: every five years after the date of issuance (or earlier if elected) through and including the final maturity.

What is Yield Restriction?



D. Purpose of the Tax Code regarding arbitrage:

The Tax Code was put into place to minimize the benefits of investing tax-exempt or tax-advantaged debt proceeds, thus encouraging expenditures for the governmental purpose of the debt issuance and to remove the incentive to:

1. Issue debt earlier than needed,
2. Leave debt proceeds outstanding longer than necessary, and/or
3. Issue more debt than necessary for a governmental purpose.

E. Type of debt issuances and funds subject to arbitrage compliance:

1. The following types of debt issuances are subject to arbitrage compliance as of the following dates:
 - a. Single Family Debt Issuances 09/25/79
 - b. Private Activity Debt Issuances 12/31/84
 - c. Student Loan Debt Issuances 12/31/85

d. Governmental Debt Issuances 08/31/86

2. The following funds and proceeds of a debt issuance are defined as **Gross Proceeds** of a debt issuance:

- a. Project funds
- b. Debt service funds
- c. Costs of issuance funds
- d. Refunding escrow funds
- e. Reserve funds
- f. Disposition proceeds
- g. Replacement proceeds (other than debt service funds)
- h. Transferred proceeds (if an old debt issuance has been refunded by a new debt issuance and the old debt issuance has unspent funds, such funds may transfer to the new debt issuance)

Note of Concern: An often misunderstood concept is that monies received upon closing of a debt issuance are the only monies subject to arbitrage rebate. One of the most common funds found to be subject to arbitrage rebate that is not funded from debt issuance proceeds is the debt service fund. The debt service fund receives a majority of its funding from tax or use revenues. The debt service fund is required to be included in the arbitrage rebate calculation unless the fund balance is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of:

- a. The earnings on the fund for the immediate preceding bond year; **or**
- b. One-twelfth of the principal and interest payments on the Debt Issuance or the immediately preceding bond year.

F. Exceptions to the rebate requirements:

The Tax Code sets forth general arbitrage and rebate requirements for debt issuances. The general rule is that any arbitrage earned must be determined and reported to the federal government every fifth anniversary date after the date of issuance of the debt issuance and on the final maturity, or as elected. Arbitrage rebate is essentially 100% of investment earnings in excess of the debt issuance's yield. There are several exceptions to the arbitrage and rebate requirements, and if any one of these exceptions are met, all or a portion of the debt issuance's proceeds are not subject to the arbitrage and rebate requirements. Consult with the City of Seabrook's Arbitrage Consultant and/or Bond Counsel to determine if the debt issuance is eligible for a particular exception, to establish the appropriate investment plan for the debt issuance proceeds, and to assess whether the exception requirements were met.

The purpose of this section is to introduce the concept of spending exceptions and their requirements. There may be special elections and circumstances for a debt issuance that can affect how the exceptions are tested. Advice from the City of Seabrook's Arbitrage Consultant and/or Bond Counsel is strongly recommended before any action is taken. Below are descriptions of the various exceptions:

- 1. **6-month spending exception:** If all gross proceeds and actual interest earnings are spent within 6-months after issuance, the interest earned during that period is not subject to the

rebate requirements. Intermediate expenditure requirements are necessary (95% by 6 months and 100% within 12 months).

If there are unspent proceeds remaining at the end of the 6-month period, an issuer may still qualify for the spending exception under the following condition:

- a. If the remaining amount is 5% or less and is spent within 6 months from the end of the 6-month spending date.

2. **18-month spending exception:** If a debt issuance *does not* qualify as a construction issuance (75% of the debt issuance actually spent on construction) then the debt issuance is eligible for the 18-month spending exception, but *not* the 2-year spending exception. If all gross proceeds and expected interest earnings for the 6-month and 12-month period and actual interest for the 18-month period is spent within 18-months according to a strict timetable, the interest earned during that period is not subject to the rebate requirements. Intermediate expenditure requirements are necessary (15% by 6 months, 60% by 12 months, 100% by 18 months).

If there are unspent proceeds remaining at the end of the 18-month period an issuer may still qualify for the spending exception under the following conditions:

- a. A reasonable retainage amount of 5% or less is allowed for business purposes and the retainage is spent within 12 months from the end of the 18-month spending date, **or**;
- b. If the remaining amount does not exceed the lesser of \$250,000 or 3% of the issue price and due diligence is exercised to complete the project and spend the remaining project/construction proceeds.

3. **2-year spending exception:** If a debt issuance qualifies as a construction issuance (75% of the debt issuance is actually spent on construction) and all gross proceeds and expected interest earnings for the 6-month, 12-month, and 18-month period and actual interest for the 24-month period are spent within 2 years according to a strict timetable, then interest earned during that period is not subject to the rebate requirements. Intermediate expenditure requirements are necessary (10% by 6 months, 45% by 12 months, 75% by 18 months and 100% by 2-years).

If there are unspent project/construction proceeds remaining at the end of the 2-year period, an issuer may still qualify for the spending exception under the following conditions:

- a. A reasonable retainage amount of 5% or less is allowed for business purposes and the retainage is spent within 12 months from the end of the 2-year spending date, **or**;
- b. If the remaining amount does not exceed the lesser of \$250,000 or 3% of the issue price and due diligence is exercised to complete the project and spend the remaining project/construction proceeds.

4. **Small issuer exception:** General taxing authorities reasonably expecting to issue \$5M or less in tax-exempt or tax-advantaged debt during each calendar year (cumulative for all debt issuances) may qualify for the small issuer exception to the rebate requirements, *but must still satisfy the yield restriction requirements*. The small issuer exception does not apply to private activity, 501(c)(3) or student loan debt.

a. General requirements:

- i. The issuer must have general taxing powers.
- ii. The debt issuances must be governmental debt issuances.
- iii. At least 95% of the proceeds must be used for local governmental activities of the issuer or by governmental units located within the issuer's boundaries.
- iv. All tax-exempt or tax-advantaged debt issued in a calendar year cannot exceed \$5,000,000.

b. Additional requirements for refunding debt issuances:

- i. The debt being refunded (old debt issuance) must have qualified for the small issuer exception.
- ii. The weighted average maturity of the refunding debt issuance (new debt issuance) must not exceed the weighted average maturity of the refunded debt (old debt issuance). Current refunding debt issuances that have a three year or less weighted average maturity are exempt from the weighted average maturity test.
- iii. The refunding debt (new debt issuance) must not mature more than thirty years after the issuance of the original refunded debt (old debt issuance).

Note – Historically 1/3 of refunding debt issuances (new debt issuances) will fail one of the three rules listed above and become subject to the rebate requirements.

c. Additional requirements for public school debt issuances:

- i. Public school debt issuances issued from 8/31/86 – 12/31/97
\$5 Million small issuer exception available
- ii. Public school debt issuances issued from 1/1/98 – 12/31/01
\$10 Million small issuer exception available: \$5 Million can be used for any purpose; the amount that exceeds \$5 Million *must* be for new public school construction.
- iii. Public school debt issuances issued from 1/1/02 – current
\$15 Million small issuer exception available: \$5 Million can be used for any purpose; the amount that exceeds \$5 Million *must* be for new public school construction.

II. DUE DILIGENCE REVIEW AT REGULAR INTERVALS

This policy and its related procedures start with a review of the due diligence measures that will take place at regular intervals, as well as each filing date to ensure that each debt issuance is compliant with the requirements of the Tax Code. The City of Seabrook will complete the annual due diligence review every January on all debt issuances.

III. IDENTIFYING THE COMPLIANCE OFFICER RESPONSIBLE FOR REVIEW

The Finance Department is primarily responsible for the administration of this policy. Within the Finance Department the Compliance Officer will be responsible for the due diligence review. The due diligence review will apply to all debt issuances.

IV. TRAINING OF COMPLIANCE OFFICER

The Compliance Officer has and will continue to take all necessary steps to maintain an adequate understanding of post-issuance compliance requirements relating to the debt issuances for which he/she will review. These steps include, but are not limited to:

Training sessions available

V. RETENTION OF ADEQUATE RECORDS TO SUBSTANTIATE COMPLIANCE

A. General overview

1. **Debt not refunded:** Currently the IRS record retention requirements are to keep all records, data and documents associated with non-refunded debt issuances for three years past the final maturity date for the debt issuance (or longer if required by local or state law.)
2. **Refunded debt:** Since the refunding debt issuance (new debt issuance) is dependent on the tax-exempt or tax-advantaged status of the refunded debt issuance (old debt issuance), all records are required to be maintained for three years past the final maturity of both debt issuances (or longer if required by local or state law).
3. **Electronic data storage requirements:** Electronic records may be stored in an electronic format in lieu of hard copies if certain requirements are satisfied, for example:
 - a. The system must ensure an accurate and complete transfer of the hard copy books and records to the electronic storage system and contain a retrieval system that indexes, stores, preserves, retrieves and reproduces all transferred information.
 - b. The system must include reasonable controls and quality assurance programs.
 - c. The information maintained in the system must be cross-referenced with the books and records in a manner that provides an audit trail to the source documents.
 - d. Upon request by the IRS, a complete description of the electronic storage system, including all procedures relating to its use and the indexing system must be provided.
 - e. Upon request by the IRS, the issuer must retrieve and reproduce hard copies of all electronically stored records.
 - f. The system must not be subject to any agreement that would limit the IRS' access to the use of the system.

- B. Electronic file storage and backup:** Financial/accounting transactions will be retained in a designated computer file folder labeled as **C:\WINDOWS\system32\javaws.exe** <http://c5:8080/tylercm/jnlp.jsp> and will be backed up by the City's Information Technology Department. Access to this folder will be restricted as authorized by the Compliance Officer.

C. Storage of hard copies: A folder jacket, box or other media storage container displaying the debt issuance description will be set up for each debt issuance. The storage container will contain the documents mentioned in Section E on the next page. Access will be restricted to persons authorized by the Compliance Officer.

D. Destruction of records: A log will be kept of all debt issuances whose records are destroyed after the IRS mandated retention period detailing the debt issuance description, allowable destruction date, date records were destroyed, the Compliance Officer's signature authorizing the record destruction, and witness signature. Access to this information will be restricted as authorized by the Compliance Officer and stored at Seabrook City Hall.

E. Required information to be stored for each debt issuance

1. **Documents:** Bond Counsel shall send a Transcript for the debt issuance to the Compliance Officer. If a Transcript was not compiled, then copies of the following documents will be forwarded or made available to the Compliance Officer's office:

- a. Bond Counsel Opinion
- b. Final Official Statement or Private Placement Memorandum
- c. Insurance Documents
- d. Council Certificate for Ordinance
- e. Copy of Ordinance Authorizing Debt Issuance
- f. IRS Form 8038-G, Form 8038-GC, Form 8038, Form 8308-TC or Form 8038-B
- g. CPA Verification Report (for refunding debt issuances only)
- h. Non-Arbitrage Tax Certificate or similar document
- i. All Debt Service Schedules not included in the Official Statement
- j. Letter of Credit Agreement (generally for variable rate debt issuances only)
- k. Swap Agreement (generally for variable rate debt issuances only)
- l. Winning Bid Forms
- m. Trust Indenture
- n. Investment Banker's Closing Memorandum
- o. Investment Banker's Notice of Delivery Memorandum
- p. Investment Banker's Sources and Uses of Funds Memorandum

2. **Reports completed after issuance**

- a. Rebate calculation reports
- b. Yield restriction reports
- c. Spending exception reports
- d. Penalty in lieu of rebate reports
- e. CPA verification report for restructuring of escrow
- f. Payment documentation to include:
 - i. Form 8038-T
 - ii. Cancelled check
 - iii. Proof of mailing
- g. Refund claims
- h. Other reports related to the Debt Issuance

3. **Correspondence**

- a. Bond Counsel
- b. Board Meetings
- c. Financial Advisor
- d. Arbitrage Consultant
- e. Underwriter
- f. Investment Firms
- g. Other correspondence concerning any other aspect of the debt issuance to include but not limited to expenditures, investments, allowable projects, etc.

4. **Investment activity:** Trust statements (or equivalent) with detailed investment activity for the entire computation period for each fund/account in which gross proceeds of the debt issuance were held. Investment information must be recorded on a daily transactional level. This information is required to compute the yield on the investments and to comply with archive requirements. Investment activity details should include such items as:

- a. General ledgers
- b. Subsidiary ledgers
- c. Investment statements (state pools, bank statements, etc.)
- d. Type of investment
- e. Date of purchase and purchase price
- f. Interest rate
- g. Interest payment amounts
- h. Maturity date
- i. Interest payment dates
- j. Interest calculation methodology
- k. Date of sale and sales price
- l. Investment contract information to include:
 - i. Evidence of the purchase price paid for investment contract
 - ii. Detailed documentation of the investment contract bid process
 - iii. Certification by the investment contract provider of fees paid for contract
 - iv. All bid solicitation forms (3 bid minimum)
 - v. Administrative costs

5. **Expenditure information:** The Finance Department will capture expenditure information. The following expenditure information must be captured and stored in accordance with the above mentioned record retention requirements to include:

- a. Description of expenditure
- b. Date of expenditure
- c. Amount of expenditure
- d. Invoices
- e. Proof of payment (canceled check, wire information, etc.)

6. **Initial letter of credit information to include:**

- a. Payment amounts
- b. Date of payment
- c. Terms

7. **Actual letter of credit information to include:**

- a. Actual amount paid
- b. Actual date payment is made
- c. Invoices
- d. Statements

8. **Initial swap/hedge agreement information to include:**

- a. Payment amounts
- b. Date of payment
- c. Terms

9. **Final swap/hedge agreement information to include:**

- a. Actual date payment is made
- b. Actual amount paid
- c. Invoices
- d. Statements

10. **Allocation of gross proceeds to expenditures:** Any allocation of gross proceeds to expenditures must involve a current outlay of cash for the governmental purpose of the debt issuance. A current outlay of cash is an outlay reasonably expected to occur within five banking days after the date of an allocation. If expenditure is paid by check, the outlay is the date the check is mailed, provided that it is expected to be cashed in five days.

- a. **Allocation:** Reasonable allocation methods for allocating funds from different sources to expenditures for the **same** governmental purpose include any of the following methods if consistently applied:
 - i. The first in, first out/FIFO method permits the City of Seabrook to put the proceeds of more than one debt issuance into a single account (commingle) and treat all expenditures as coming from proceeds of the first debt issuance until they are fully spent.
 - ii. The gross proceeds spent first method is used where available funds include, tax revenues, private contributions, etc., in addition to debt issuance proceeds. The debt issuance proceeds are treated as spent first.
 - iii. The specific tracing method permits the City of Seabrook to keep proceeds from different debt issuances in separate accounts. Costs may be charged to any debt issuance/checking account at the City of Seabrook's discretion.
 - iv. The ratable allocation method permits the City of Seabrook to place proceeds of more than one debt issuance into a single account (commingle) and treat expenditures as coming from proceeds of each debt issuance that contributed proceeds to that account. The expenditures are allocated to each debt issuance ratably based on each debt issuance's proportion of ownership of the account.
- b. **Timing:** An issuer must account for the allocation of proceeds to expenditures not more than 18 months after the later of: the date the expenditure is paid or the date the project, if any, that is financed by the debt issuance is placed in service. This allocation must be made in any event by the date 60 days after the fifth anniversary of

the issuance date or the date 60 days after the retirement of the debt issuance, if earlier. This paragraph applies to debt issuances issued on or after May 16, 1997.

11. **Allocation of investments in a commingled fund:** The Tax Code requires that all payments and receipts on investments held in a commingled fund must be allocated to the different sources/investments in the fund not less frequently than the close of a consistently used fiscal period (not in excess of three months); this allocation must be based on a consistently applied, reasonable ratable allocation. Treasury Reg. Section 1.148-6(e). Currently, the City of Seabrook allocates all payments and receipts monthly.
12. **Qualified use of proceeds, financed property, private business use:** The qualified use of proceeds, property financed, and private business use limitations by the debt issuance should be identified and continually monitored to ensure compliance with the limitations as defined in the debt issuance documents or if more restrictive, state law or the Tax Code's limitations. Supporting documentation is required to support qualified use of proceeds, property financed, and private business use. The Compliance Officer will ensure such limitations are in compliance with debt issuance documents or if more restrictive, state law or the Tax Code's limitations.
13. **Issuance price and volume cap allocation:** The issuance price and volume cap allocation activity limitations should be identified and monitored to ensure compliance with the limitations as defined in the debt issuance documents or if more restrictive, state law or the Tax Code's limitations. Supporting documentation is required for issuance price determination and volume cap allocation limitations of the debt issuance. The Compliance Officer will ensure such limitations are in compliance with the debt issuance documents or if more restrictive, state law or the Tax Code's limitations.
14. **Fair market value of investments:** The City of Seabrook is to provide information to support that the investments were purchased or sold at a fair value. The City of Seabrook may not purchase an investment at a price in excess of fair market value with gross proceeds of the debt issuance. Nor may the City of Seabrook sell an investment purchased with gross proceeds at a price lower than fair market value. Treasury Regulations Section 1.148-6(c). In dealing with fair market value requirements, the Tax Code specifically provides three safe harbor categories of investments:
 - a. Securities traded on an established market from a willing seller in a bona fide arm's-length transaction.
 - b. Certificates of deposit purchased using a safe harbor under the applicable Tax Code. The safe harbor is available only for certificates that have a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal.
 - c. Guaranteed investment contracts purchased used a three-bid safe harbor under the Tax Code.
15. **Continuing disclosure:** The City of Seabrook is to provide continuing disclosure, such as annual financial information and material event notices in accordance with SEC rule 15c2-12. The Compliance Officer is primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.

VI. PROCEDURES TO IDENTIFY NON-COMPLIANCE

This policy and its related procedures begin with a review of the due diligence measures that will take place at regular intervals to ensure that each debt issuance is compliant with the Tax Code.

Date due diligence review completed: _____

Person(s)/Contractor(s) completing review:

Compliance Officer:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Bond Counsel:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Arbitrage Consultant:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Financial Advisor:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Trustee:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Other:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Other:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Other:	_____	_____	_____
	Name/Title	Signature/Date	Sections Completed
Results accepted by:	_____	_____	_____
	Name/Title	Signature	Date

Date of next due diligence review: _____

The following pages contain items that are required to be verified for compliance. For all “no” responses, provide an explanation in Schedule A.

A. GENERAL OVERVIEW OF ARBITRAGE, YIELD RESTRICTION AND REBATE REQUIREMENTS	Yes/No	Responsibility
1. Debt Facts		
a. Has a debt listing been prepared identifying all debt issuances issued on and after August 31, 1986? Include the following facts: i. Debt issuance description ii. Date of issuance iii. Maturity date iv. Subjectivity to arbitrage rebate v. Subjectivity to project fund yield restriction		
2. Debt Issuances that are Subject to Arbitrage Rebate		
a. Have arbitrage reports been completed for each filing date?		
3. Debt Issuances Subject to Project Fund Yield Restriction		
a. Have project proceeds been spent before the end of the temporary period for each debt issuance? If no, proceed with question 3.b. below.		
b. Have yield restriction calculations been completed for all filing dates until the project monies were spent below the minor portion? If no, provide the following information on Schedule A: i. End date of temporary period ii. Balance remaining on temporary period end date iii. Balance remaining as date of the review (if known) iv. Explanation of compliance measures taken		

B. TRAINING OF COMPLIANCE OFFICER AND OTHER RESPONSIBLE PARTIES	
Provide the following information for training sessions attended since the last due diligence review.	
Name(s) of Attendees:	_____ _____
Name of Program:	
Program Provider's Organization:	
Date of Training:	
Hours of Training:	

C. RETENTION OF ADEQUATE RECORDS		Yes/No	Responsibility
1. Retention of Adequate Records in Adherence to Policy Manual Guidelines			
a. Electronic data storage requirements met?			
b. Electronic file storage and backup requirements met?			
c. Storage of hard copy requirements met?			
d. Destruction of records requirements met?			
e. Document data storage requirements met?			
f. Report storage requirements met?			
g. Correspondence storage requirements met?			
2. Recording of Financial Transactions in Adherence to Policy Manual Guidelines			
a. Investment activity recording requirements met?			
b. Expenditure activity recording requirements met?			
c. Allocation of gross proceeds to expenditure requirements met?			
d. Allocation of investments in commingled fund requirements met?			
3. Qualified Use of Proceeds, Financed Property, Private Business Use			
a. Have proceeds been properly spent on allowable uses?			
b. Has the financed property been used in accordance with the allowable uses including Private Business Use limitations?			
4. Issuance Price, Volume Cap Allocation and Private Activity			
a. Has the issuance price been identified appropriately according to the requirements of the Tax Code and guidelines stated within the debt issuance documents?			
b. Have the volume cap allocation requirements been satisfied for applicable debt issuances as identified in the Tax Code and guidelines stated within the debt issuance documents?			
c. Have all qualified private activity debt issuances been identified appropriately according to the requirements of the Tax Code and guidelines stated within the debt issuance documents?			
5. Fair Market Value of Investments			
a. Have all investments purchased since the last due diligence review qualified under the safe harbor rules for purchasing investments at fair market value?			
6. Continuing Disclosure			
a. Have continuing disclosure requirements been met for each debt issuance?			

Schedule A (Exceptions and Explanations)	
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VII. PROCEDURES TO CORRECT NON-COMPLIANCE

If it is determined that the requirements of the policies and procedures set forth herein have been violated or if it is determined that the Tax Code related to each debt issuance has been violated, the City of Seabrook will take the appropriate action described under the applicable Tax Code to remediate such non-compliance.

Such action may include, but is not limited to the following steps:

- A. Notify Compliance Officer.
- B. Notify Bond Counsel, Arbitrage Consultant, and/or Financial Advisors.
- C. Resolve non-compliance in a timely manner in order to reduce penalties and late interest. A 60 day resolution period is recommended.
- D. Take the appropriate remedial action as advised by Bond Counsel. Remedies may include, but are not limited to:
 1. Enter the Voluntary Closing Agreement Program (VCAP).
 2. Pay all past due arbitrage rebate or yield restriction liabilities to the IRS to include a letter of explanation for late payment, late interest and/or penalties.
 3. Correct non-compliance matter to ensure future compliance.



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 7, 2015

Submitter/Requestor: Cook

Date Submitted: 3/27/2015 2:11:46 PM

Presenter: Cook

Description/Subject:

Request by Crown Castle for its tenant Verizon to modify equipment on property it leases from the City of Seabrook.

Scope of Work :

(1) existing line to be replaced with (1) new hybrid line. (1) new Raycap, (3) RRHS, and (3) TMAs to be installed at 116'. All other existing RF configurations and ground equipment will remain the same. Final configuration: (9) panels, (2) MWs, (3) TMAs, 3 RRHs, 1 Raycap, 1 hybrid line, and (21) lines.

Purpose/Need: NA

Background/Issue(What prompted this need):

In 1995, the City of Seabrook signed a lease with GTE for a cell tower on city property near city hall for 1,200 per year. In 1996, an amended license agreement was approved for \$2,400 per year with the addition of new equipment for the city (8-antennas). In 1999, Crown Castle requested joint assignment of the lease, which City Council granted.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Crown Castle Letter for Modification 3-19-15

License Agreement as Amended

Fiscal Impact:	Budgeted	Yes	Finance	Officer
			Review:	
	Budget Amendment Required	Yes		
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

Agenda Language:

Request by Crown Castle for its tenant Verizon to modify equipment on property it leases from the City of Seabrook.

Scope of Work :

(1) existing line to be replaced with (1) new hybrid line. (1) new Raycap, (3) RRHS, and (3) TMAs to be installed at 116'. All other existing RF configurations and ground equipment will remain the same. Final configuration: (9) panels, (2) MWs, (3) TMAs, 3 RRHs, 1 Raycap, 1 hybrid line, and (21) lines. (Applicant)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)



Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057

March 19, 2015

VIA FedEx Tracking 773167370930

Office of the City Secretary
Attn: Michele L. Glaser, City Secretary
1700 First St.
Seabrook, TX 77586

Re: BU# 815855 App# 192354, Site Address: 1700 First Street, Seabrook, TX 77586
License for Antenna Space dated February 13, 1995 "Lease"
Consent for Modification

Dear Ms. Glaser,

As you are aware, Crown Castle GT Company LLC is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public, minimize the amount of towers in an area where a Lease is located, and/or improve the financial viability of a site, Lessee plans to modify Verizon Wireless equipment at the wireless communication facility.

Pursuant to Paragraph 5 of your Lease, Lessee is required to obtain your consent to modify the existing equipment. Lessee, therefore, respectfully requests your consent to this sublease.

Please indicate your consent by executing this letter where indicated below and return one original of same to the address indicated above. A prepaid envelope is included for your convenience.

If you have any questions, please contact me at 713-570-3058 or at Sae.Lee@crowncastle.com.

Sincerely,

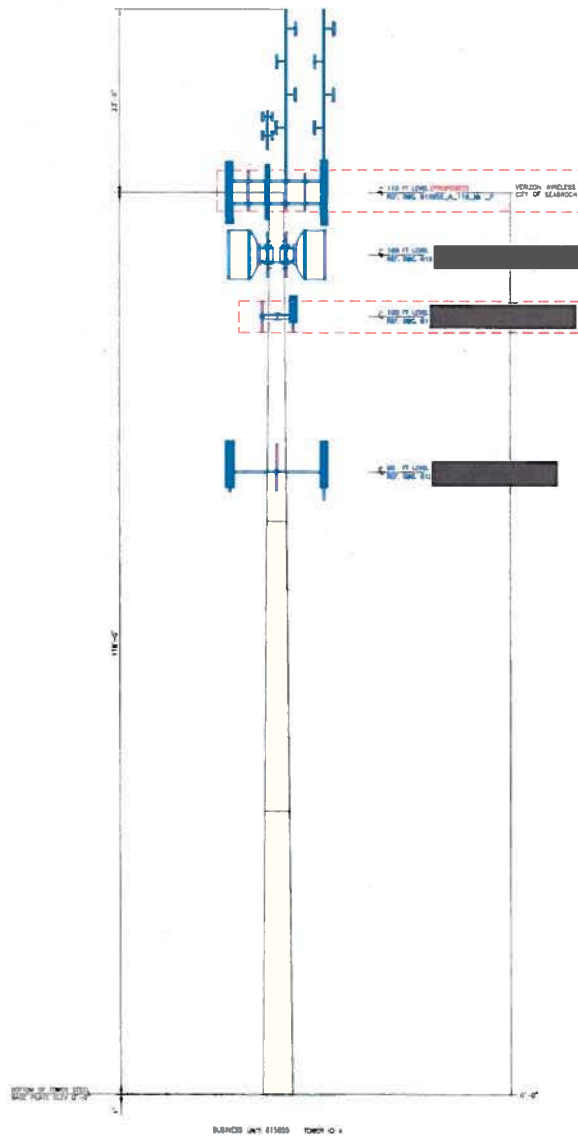
A handwritten signature in black ink, appearing to read 'Sae Lee'.

Sae Lee
Real Estate Specialist

Agreed and accepted this ____ day of _____, 20____

(Lessor's signature)

Enclosures



ORIGINAL

State Of Texas
County of Harris

AMENDED LICENSE FOR ANTENNA SPACE

THIS LICENSE FOR ANTENNA SPACE (the "LICENSE") is entered into this the 19th day of March, 1996 by and between the CITY OF SEABROOK, whose address is 1700 First Street, Seabrook, Texas 77586, hereinafter referred to as "LICENSOR" and GTE MOBILNET of SOUTH TEXAS LIMITED PARTNERSHIP, with offices at 100 Glenborough Drive, Suite 1100, Houston, Texas 77067, hereinafter referred to as "LICENSEE".

WITNESSETH:

1. PREMISES: Licensor hereby grants to Licensee the right, privilege and license to use the following described lands located in Seabrook, Harris County, Texas, hereinafter referred to as the "PREMISES", and being more particularly described as follows:

LOTS 1-3 BLOCK 5 TOWN OF SEABROOK (portions of which are to be designated by the Licensor under section 5 b).

2. USE: The license granted hereby to Licensee shall and does authorize Licensee to use and occupy the Premises for the purpose of installing, constructing, and operating a transmission tower, radio and microwave communications equipment. Such equipment shall include, but is not limited to equipment building(s) and emergency powered generator, and to be situated on the Premises at a location suitable for Licensee's needs. It is contemplated that Licensee shall sublicense a portion of the licensed premises to HOUSTON CELLULAR TELEPHONE COMPANY (hereafter "HCTC"). That sublicense with that sublicensee is approved, subject to LICENSEE's obligation to give priority to the needs and expectations of LICENSOR and subject to Licensee's liability and indemnity set forth in paragraph 10. Termination of Licensee's use shall terminate said sublicense. Such building will house additional equipment necessary for Licensee's sub leasee and the City of Seabrook communication operations. For the purposes of this agreement, the transmission tower and all of Licensee's and licensors equipment, including the buildings, generator, cables, wires, antennae, microwave dishes and accessories shall hereafter collectively be referred to as "COMMUNICATIONS EQUIPMENT" or "COMMUNICATIONS CENTER".

3. TERM: The initial term of this License shall be for twenty (20) years and shall commence on the 1st day of May, 1996 and shall terminate on the 30th day of April, 2014, subject to extensions as set forth in the following paragraph.

4. RENEWAL. After the initial term, Licensee shall have the option to extend this LICENSE according to the same terms and conditions for a second term of years equal to the number of years of the primary term of this LICENSE, so long as it has abided by the terms and conditions of the LICENSE and is not in default hereunder. Licensee shall give written notice to Licensor of its intention to exercise the option and extend the term during the last six (6) months of the primary term, but in no event shall the notice be given less than thirty (30) days prior to the expiration of the primary term.

5. EQUIPMENT SITE. (a) The Communication's Equipment and Communications Center shall be constructed and installed on the PREMISES at Licensee's sole cost. Licensee shall provide

GTE CONTRACT
PAGE 2

plans and specifications for all said improvements. Licensee shall timely construct all of these improvements. Licensee shall notify Licensor when the construction commences. Licensee shall at Licensee's expense, secure said Communications Equipment and Communications Center from the malicious, the mischievous and the curious. This shall be accomplished with a fenced enclosure, with specifications more particularly described on the attached EXHIBIT "EQUIPMENT-MUNICIPAL". Licensor shall have the right of ingress and egress to the licensed premises and the LICENSOR'S communications equipment but not to the radio tower, for the purpose of maintaining its own equipment in compliance with FCC Regulations, Licensee shall, during the term of this License, or any extension thereof, have the right of ingress and egress for the purpose of construction, erection, maintenance, repair and operation of said Communications Equipment or Equipment Center, so long as those persons seeking access as representatives of Licensee are limited to authorized engineers of Licensee or persons under Licensee's direct supervision. Whenever constructed or reconstructed and upon termination of the license for any reason, the tower and building shall not be considered fixtures on property owned by city but neither shall they be removed by licensee, unless instructed in writing by the city. Prior to termination of this agreement, Licensee shall own the tower and Communications Equipment (but not the land and city owned communication equipment.) Licensor shall have a licensing right to use the tower during the term of this agreement, but shall have no right, title or interest in the tower as a property right. PROVIDED, however, if this agreement is terminated for any reason, Licensee shall convey the radio tower, COMMUNICATIONS CENTER (excluding Licensee's communications equipment, such as cables, lines and antennae which Licensee shall remove) to Licensor, AS IS, WHERE IS, WITH ALL FAULTS, subject to such indemnification terms and conditions as are acceptable to Licensee, so long as the indemnification language proposed by Licensee is not inconsistent with any other provision of this agreement, and so long as Licensor has not notified Licensee in writing that Licensee has decided not to accept the conveyance of the radio tower and COMMUNICATIONS CENTER. If Licensor refuses conveyance upon termination, neither party shall owe any further obligation under the terms of this agreement except for Licensee's responsibility of removing all of its Communications equipment from Licensor's property and restoring the areas occupied by Licensee, as near as practicable, to its original condition, save and except normal wear and tear and acts beyond Licensee's control. Nothing herein shall relieve Licensee of its obligation to pay the license fee through the date of termination or of its obligation to restore contaminated soils, if any, to a noncontaminated state.

(b) Designation of site: Such portions of Lots 1 through 5 Block 3 City of Seabrook as are necessary to act as a site for a Communications Equipment Center as herein defined, as well as such other portions of said lots as are necessary at first to erect and construct said Center or, as are necessary later to erect and construct said Center or, as are necessary later to reconstruct said facilities, all in compliance with Exhibit "A".

(c) INSTALLATION OF NEW EQUIPMENT:

1. Licensee, at Licensee's expense, agrees to install eight (8) antennas provided by the Licensor at the top of the Licensee's tower.
2. This installation of new equipment will take place within 30 days of execution of this amended license agreement.
3. Licensee will provide and install at licensee's cost 8 runs of 7/8 inch heliac cable from the antennas at the top of the Licensee's tower, to the Licensor's equipment room at the base of the tower.

GTE CONTRACT
PAGE 3

4. Licensor's equipment will be located on the leased site inside a climate temperature controlled equipment shelter owned by HCTC (sublicensee) as shown on attached Exhibit "A". Cost of utilities for this climate controlled service will be the responsibility of the Licensee.

6. **TERMINATION.** Licensor may terminate this agreement, upon reasonable written notice with opportunity to occur, if Licensee breaches this agreement. Notwithstanding anything to the contrary, Licensee shall not be in default under this License until:

(a) In the case of a failure to pay license fees or other sums due hereunder, fifteen (15) days after receipt of written notice thereof from Licensor.

(b) In the case of any other default, thirty (30) days after receipt of written notice thereof from Licensor; provided, however, where any such default cannot reasonably be cured within 30 days, Licensee shall not be deemed to be in default under this license agreement if Licensee commences to cure such default within said 30 day period and thereafter diligently pursues such cure to completion.

In the event of Licensee's default in the payment of license fees or Licensee's failure to comply with any other material provision of this lease, Licensor may, at its option, terminate this license without affecting its right to sue for all past due license fees and other damages to which Licensor may be entitled. Should Licensor be entitled to such fees and/or damages, and should it be necessary to file suit to collect those fees or damages, Licensor shall, upon favorable ruling, be entitled to its reasonable attorney fees incurred.

Licensee shall have the right to terminate this License at any time upon any of the following events:

(a) Upon providing Licensor six month's written notice.

(b) If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Equipment cannot be obtained, or is revoked or if Licensee determines that the cost of obtaining or retaining such approval is prohibitive.

(c) If the Licensee determines that the property is not appropriate for locating its Communications Equipment for technological reason, including, but not limited to, signal interference.

Licensee shall give Licensor ninety days written notice of termination under the terms of paragraph 4 (b) and (c). Upon termination, neither party shall owe the other any further obligation under this License unless specified otherwise herein and except for Licensee's obligation to remove all of its Communications Equipment, except the transmission tower and communications building which shall remain as city property. City reserves the right to retain as City property, the equipment building, the radio tower or other structures erected on the property by Licensee. The communications equipment shall be removed by Licensee, without damage to Licensor's property. In the event that Licensee's use of hydrocarbons or fuels or other contaminates in operating its equipment results in any form of soil contamination, licensee shall take whatever actions are necessary to free said soil of contamination at Licensee's sole cost. This liability for remediation of contaminated soil shall survive termination and the indemnity clause herein shall require Licensee to hold Licensor harmless from any liability for said licensee caused contamination or any costs of defending itself from any alleged property owner's liability at any time.

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PAGE 4

148 **7. LICENSE FEE.** As a fee for this License, Licensee shall construct the transmission tower and
149 provide Licensor the licensing right to use the tower during the term of this agreement and to transfer the
150 tower to Licensor pursuant to Paragraph #5 after the termination of this Agreement. Licensee shall also
151 construct appurtenant facilities equipment and structures, more particularly described elsewhere herein.
152 Licensor shall allow Licensee to attach, maintain, repair and replace communications equipment to the
153 transmission tower. At the inception of this agreement, during the initial construction phase, Licensee
154 shall attach, at licensee's cost, whatever equipment Licensor needs to operate Licensor's municipal
155 communication system. A security fence and the initial municipal equipment and the frequencies on
156 which it shall operate are listed and described on the attached Exhibit "EQUIPMENT-MUNICIPAL".
157 Licensee shall also prepay annually a fee of Two Thousand Four Hundred (\$2400) Dollars, for as long
158 as this license is in effect. Any alterations to Licensor's equipment after the initial construction shall be
159 at Licensor's expense and shall be subject to Licensee's prior written approval.

160
161 **8. UTILITIES AT LICENSEE'S COST.** Licensee shall be solely responsible for promptly paying all
162 charges for gas, electricity, telephone service, or any other utility whose service is used or consumed by
163 Licensee at said Communications Equipment site. Licensee shall install an electrical meter on site and
164 the cost of installation repair or replacement of said meter shall be a Licensee expense for so long as this
165 Licensee is in effect.

166
167 **9. HOLDING OVER.** If License should remain on site after the termination of the License, Licensee
168 shall be deemed to be a month to month Licensee, subject to all of the terms and conditions of this
169 license at a monthly license fee of \$500 per month.

170
171 **10. LIABILITY AND INDEMNITY.** LICENSEE AGGRESS TO INDEMNIFY AND HOLD
172 LICENSOR HARMLESS FROM ALL CLAIMS (INCLUDING COSTS AND EXPENSES OF
173 DEFENDING AGAINST SAID CLAIMS) ARISING OR ALLEGED TO ARISE FROM ANY
174 NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSEE OR LICENSEE'S AGENTS,
175 EMPLOYEE, SUBLESSEE (HOUSTON CELLULAR) OR CONTRACTORS OCCURRING DURING
176 THE TERM OF THE LICENSE. LICENSEE AGREES THAT IT SHALL USE THE SITE AND
177 TOWER AND CENTER DESCRIBED HEREIN AT ITS OWN RISK AND HEREBY RELEASES
178 LICENSOR, ITS AGENTS, CONTRACTOR AND EMPLOYEES FROM ALL CLAIMS FOR
179 DAMAGES OR INJURIES BROUGHT ON BY LICENSEE TO THE FULL EXTENT PERMITTED
180 BY LAW. LICENSOR AGREES TO INDEMNIFY AND HOLD LICENSEE HARMLESS FROM ALL
181 CLAIMS (INCLUDING COST AND EXPENSE OF DEFENDING AGAINST ANY SUCH CLAIMS)
182 THAT ARISE OR ARE ALLEGED TO ARISE FROM ANY NEGLIGENCE OR WILLFUL
183 MISCONDUCT OF LICENSOR OR LICENSOR'S AGENTS, EMPLOYEES, SUBLESSEE
184 (HOUSTON CELLULAR) OR CONTRACTORS, DURING THE TERM OF THIS LICENSE.
185 LIABILITY UNDER THIS PROVISION SHALL SURVIVE TERMINATION.

186
187 **11. INSURANCE AND REBUILDING.** Licensee shall, at its own expense, maintain in force during the
188 term of this license, a single limit policy of bodily injury insurance with a limit of not less than
189 \$2,000,000, insuring Licensor and Licensee against all liability arising out of the use, occupancy or
190 maintenance of the municipal tower and appurtenant areas, including the site described herein. Licensee
191 shall also provide property damage insurance in amounts adequate to rebuild the improvements
192 contemplated herein in a good and workmanlike manner with comparable materials. Said property
193 damage insurance may be subject to any deductible amount Licensee deems expedient, but Licensee
194 agrees to promptly rebuild or reconstruct, in a good and workmanlike manner, with comparable
195 materials, any or all improvements described herein if they are damaged or destroyed by any act or peril,
196 whether covered by insurance or not, and regardless of any deductible applicable to any insurance that

GTE CONTRACT
PAGE 5

Licensee selects. To the extent that insurance would be inadequate to reconstruct the damaged tower or center or municipal equipment, the Licensor shall be held harmless by Licensee for damage to the tower or center or appurtenant municipal equipment, resulting from a disastrous weather condition such as lightning, hurricane or tornado or any other act or peril causing the damage or destruction.

12. FIXTURES. Any and all provisions and principles of law to the contrary notwithstanding, it is the intention of Licensor to covenant and agree that all improvements (except the municipal equipment of Licensor, installed by Licensee during the initial construction phase), of every kind and nature constructed, erected or placed by Licensee on the license site designated, shall be and remain the property of Licensee during the term of this license, but reference is here made to Licensor's agreement to assign and convey the radio tower and communications equipment center to Licensor if this agreement is terminated for any reason.

13. ENTIRE AGREEMENT, ASSIGNMENTS, SUBLICENSING. This license and any attached exhibits shall constitute the entire agreement of the parties. No prior written or prior or contemporaneous or subsequent oral promises or representations shall be binding. This agreement shall not be amended except by written instrument signed by Licensor and licensee. The license may not be assigned or sublicensed by Licensee, unless it is assigned to an affiliate of GTE Mobilnet Inc., which limited right of assignment shall be governed by the following conditions: LICENSEE May assign the License or any part of the license without the consent of Licensor only if Licensee remains liable for the fulfillment of payments and contractual representations under this License and the nature of this license is not changed and the assignment is made only to an affiliate of GTE Mobilnet Incorporated. All other assignments shall require Licensor's prior written consent. Paragraph headings are for convenience only and shall neither limit nor amplify the terms and provisions of the agreement. The provisions of this License are binding upon the successors (and assigns) of the parties.

14. LICENSEE TO COMPLY WITH ALL LAWS. LICENSEE shall conduct all off its operations pursuant to its license in such a manner that it is in compliance with all laws, ordinances, rules and regulations of any government exercising jurisdiction over the use or the activity in question. Specifically, Licensee agrees to be responsible for the facility's compliance with all FCC rules and regulations under PART 17 of the FCC RULES and REGULATIONS (or the appropriate recodified numbers if recodification occurs), concerning construction, maintenance, lighting, marking and notification requirements of the tower and to be responsible for payment of fines, if any, for non compliance and to hold the city harmless from such fines for so long as the date of non compliance was within the term of the license.

15. NOTICE: Any notice to given hereunder shall be in writing and shall be delivered or mailed by certified mail RRR, postage prepaid addressed as follows:

LICENSOR:
CITY OF SEABROOK, TEXAS
1700 First Street
Seabrook, Texas 77586
PH# 713/474-3201

LICENSEE: /
GTE MOBILNET OF SOUTH TEXAS
LIMITED PARTNERSHIP
100 Glenborough Drive, S-1100
Houston, Texas 77067
PH# 713/876-5000

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PAGE 6

With a copy to:
GTE MOBILNET, TEXAS REGION
100 Glenborough Drive, S-100
Houston, Texas 77067
ATTN: REGIONAL COUNSEL
PH#713/876-5000

16. INTERFERENCE BY LICENSOR PARTIES: In the event that any on site communication equipment interferes with other permitted or licensed use at the leased premises, affected parties shall promptly notify the interfering party of such interference. Both Licensor and licensee shall make every effort to correct interference problems that affect the other parties. Interference from the sublessee of Licensee shall be interference from Licensee and shall be the responsibility of Licensee. Cost required to correct interference problems will shall be the responsibility of the licensee.

Any party may change its address by giving written notice of the new address by certified mail RRR, postage prepaid.

AGREED THE DATE ABOVE WRITTEN:

LICENSOR:

CITY OF SEABROOK, TEXAS

BY:

(TITLE) MAYOR

LICENSEE:

GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP

BY::

Jon E. Slater
Jon E. Slater, Area President-Texas

GTE MOBILNET OF HOUSTON INCORPORATED,
GENERAL PARTNER



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PAGE 7

EXHIBIT "EQUIPMENT-MUNICIPAL"

1. Reference is here made to the plans and specifications for a cinderblock wall to surround and protect the tower and equipment center, which plans and specifications have been approved by Licensor and Licensee and filed with the City Building Official in support of a building permit.

2. The City reserves the right to install and operate up to 8 different repeaters or transmitters in the frequency range from 140 to 170 mhz and 440 to 470 mhz. This equipment shall be installed to eliminate interference with Licensee's equipment as originally installed. The Licensor-city's antennae shall be mounted on the transmission tower at a level above the ground of 120 feet vertical. Licensee shall provide and pay for a platform on the transmission tower at the 120 foot (vertical) level for mounting standard vertical antennae. Provisions shall be made by licensee at Licensee's cost, to run control lines, coaxial cable and electrical lines inside the transmission tower.

3. The municipal equipment to be installed by Licensee during the initial phase of construction is described as follows:

INITIALS

INITIALS

C:\...\GREGG\MUNICPL\SB\GTELICNS.1 _____final.

RECEIVED MAR - 2 1995

SHEP POLAND REALTY

(409) 282-2088

P.O. Box 647
Wharton, Texas 77488

March 1, 1995

City of Seabrook
1700 First St.
Seabrook, TX 77586

Dear Sirs:

Enclosed is your copy of the completed Land Lease Agreement with GTE Mobilnet that allows for the placement of a communications facility on your property. Also enclosed is an insurance certificate naming you as an also insured.

The rental payment will be sent to you directly from the GTE office in San Angelo, Texas. You will be receiving your first payment within the next week to 10 days and payments thereafter as indicated in the lease.

Thank you for your help. If you should have questions in the future, please feel free to call me.

Sincerely,


Shep Poland

Enclosures



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, APRIL 7, 2015

Submitter/Requestor: Joe Machol

Date Submitted: 3/30/2015 4:17:04 PM

Presenter: Gayle Cook

Description/Subject:

Mr. Machol has requested a permit on Memorial Day, May 25, 2015 from 9:00 a.m. to 11:00 a.m. for a parade and rededication of the Veterans' Memorial. He has also requested that a portion of Second Street be closed for approximately 2 hours and that permit fees be waived.

Purpose/Need: NA

Background/Issue(What prompted this need):

The Special Events Committee comprised of various staff members reviews all permit requests. The Committee has recommended the following:

- 1) Close only the portion of Second Street between Staples and Hall.
- 2) Require the applicant to furnish five portable of which one must be ADA complaint. Applicant will be responsible for delivery and pick up.
- 3) Require the applicant to contact Waste Management to arrange for disposable trash containers. The applicant will be responsible for delivery and pickup.
- 3) If chairs are needed, applicant must supply and arrange for setup and pickup.
- 4) Applicant must supply a site plan and information showing location of chairs,, trash containers, and where the parade vehicles will be parked during the dedication.
- 5) Acceptable proof of liability insurance to be submitted.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

As Mr. Machol is out of the country and will not return before April 7, it is recommended that Council approve the permit contingent upon approval by the city manager of all details of the event.

Attachments:

(Please list description of attachments and number of pages in each attachment)
application

Request for fee waiver

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

Consent Agenda

Suggested Motion:

To approve the parade/special events permit, waiver of fee and partial closing of Second Street, contingent upon submission of acceptable proof of liability insurance and final approval by the city manager of all details of the event.

Agenda Language:

Approve a permit for a parade and rededication of the Veterans' Memorial on May 25, 2015 from 9:00 a.m. to 11:00 a.m., including a waiver of permit fees and the partial closing of Second Street to be contingent upon submission of an acceptable form of liability insurance and approval by the city manager concerning details of the event. (Applicant/Cook)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT
APPLICATION

Revised 01/12

200.00
Parade
Deposit

Date of Application: 3/25/15 Name of Applicant: JOE MACHOL
Full Address of Applicant: 2601 REPSDORPH #209 SEABROOK, TX 77586

Day Time Phone: _____ Night time phone: _____

e-mail address: _____

Name of Organization, Firm or Corporation on whose behalf this application is made:
BAY AREA VETERANS MEMORIAL

Address of Organization (if different from above): _____

City SEABROOK State TX Zip Code 77586

Phone Number of Organization (if different from above): () _____

Is the organization recognized as a non-profit organization for tax purposes? _____

Requested Date(s) and Times of the Event: MONDAY MAY 25th 9:00 AM - 11:00 AM

Location of the Event: PARADE DOWN MEYER FROM SEABROOK INT TO 2nd STREET

Will any portion of this event be held on city property? If so, where? _____

Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.

Give a brief description of the event: PARADE FROM SEABROOK INT TO 2nd STREET
THEN END AT BAY AREA VETERANS MEMORIAL / HAVE DEDICATION
FOLLOWING THE PARADE AT THE MEMORIAL

Estimated No. of Workers 20 Estimated No. of Attendees ~~1000~~ 500-1000

Will the event be held in a parking area? YES. If so, how many parking spaces will be temporarily lost? 50

How many parking spaces are you providing for the event? 50

Will alcohol be served? NO If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? NO

Special Events Application
Revised 01/12
Page 2

Do you want to display temporary signs or banners to advertise this event? YES

Number of signs for this event 4 Complete the sign permit application attached to the packet. Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): SEABROOK INT N MEYER AVE TO 2ND STREET
TAKE LEFT TO BAY AREA VETERANS MEMORIAL

Estimated number and kind of animals to be used: N/A

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

30-50 VEHICLES NO ANIMALS
MILITARY VEHICLES JEEPS, ARMORED CARS, TRUCKS

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

BRYAN BRAND
Print name
Police Department Representative

3-28-15
Date Approved

[Signature]
Signature
Police Department Representative

Comments: 2 OFFICERS NEEDED & PUBLIC WORKS WILL
NEED TO BARRICADE 8-9 MINOR INTERSECTIONS

I have enclosed the following items as part of my application and have initialed each relevant item:

1. _____ completed applications form including approval by the Seabrook Police Department.
2. _____ If the event is to be held on city property, an additional application for the use of city facilities.
3. _____ Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.

Special Events Application
Revised 01/12
Page 3

4. _____ If event is a parade a deposit fee of 200.00 is included. Deposits are not waived.
5. _____ A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)
6. N/A For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. ✓ For parades, a map showing the parade route is attached.

NO APPLICATION WILL BE ACCEPTED UNLESS ALL ITEMS LISTED ABOVE ARE PROVIDED.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.

Joe Machol
Signature of Applicant

JOE MACHOL
Printed Name of Applicant

3/25/15
Date Submitted

FOR OFFICE USE ONLY

Reviewed by City Secretary _____ Date _____

If applicable: Fire Marshal notified _____ Building Official Notified _____ City Mgr _____

This application has been reviewed by the Seabrook City Council on _____
and has been APPROVED DENIED.

The following conditions are placed upon this event: _____

Dear, City Counsel

I would like the city to approve the Inaugural Bay Area Veterans Memorial Parade that will take place on Monday May 25th at 9:00 AM, The parade route will start at Seabrook Intermediate go down N. Meyer and take a left at 2nd Street ending at the Bay Area Veterans Memorial.

Soon following we will have the re-Dedication of the Bay Area Veterans Memorial total time should be two hours.

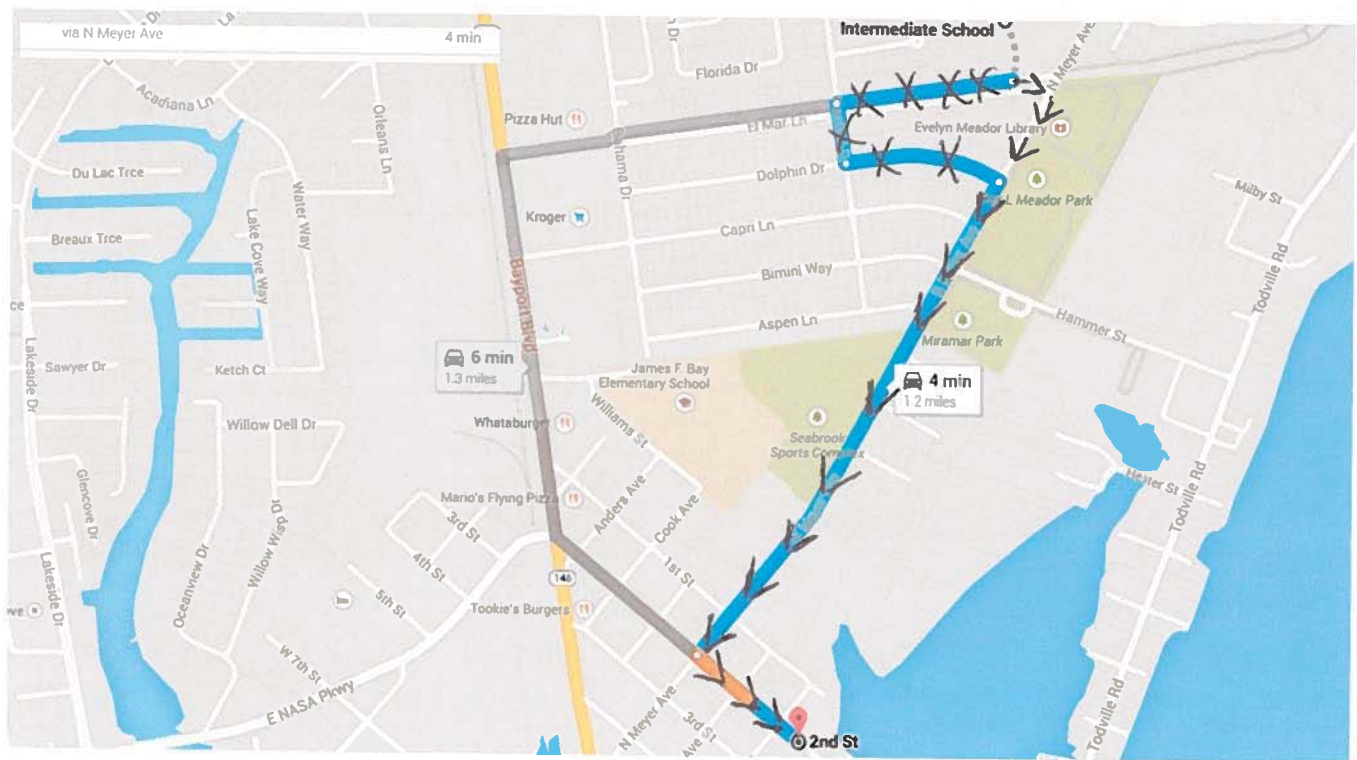
The streets for the parade should only need 45 minutes the closing of 2nd street in the two block area should be about 2 hours for set up and final clean-up .

Thanks,

Joe Machol

(281) 804-0434

jgmachol@hotmail.com



SEABROOK INTERMEDIATE SCHOOL PARKING LOT TO
N. MEYER AVE TRAVEL TO 2ND STREET TAKE LEFT
END AT BAY AREA VETERANS MEMORIAL APPROX LENGTH
IS 9 TENTHS TO 1. MILE TIME PARADE START 9:00AM
SHARP. LINE UP AT SIS 8:00AM.

START OF DEDICATION AT BAY AREA VETERANS MEMORIAL
10:00 AM SHARP END CEREMONY 11:00 AM.

THE PARADE'S GOAL IS TO HONOR ALL VETERANS, HAVE
VETERANS RIDE IN ARMY JEEPS, JROTC AND MILITARY UNITS
MARCH, HAVE A FEW HIGH SCHOOL BANDS

CITY OF SEABROOK

RECH: 00615613 3/25/2015 4:34 PM
OPER: 017 TERM: 001
REF#: 1129

TRAN: 4.0000 COMM HSE/CAROTHER'S
BAY AREA VET MEM DEPOSIT 3/25.
JOE MACHOL DEP 3/25/2015 PARADE
COMMUNITY HOUSE DEF 200.00CR

TENDERED: 200.00 CHECK
APPLIED: 200.00-

CHANGE: 0.00

Dear, City Counsel

I would like the city to approve the Inaugural Bay Area Veterans Memorial Parade that will take place on Monday May 25th at 9:00 AM, The parade route will start at Seabrook Intermediate go down N. Meyer and take a left at 2nd Street ending at the Bay Area Veterans Memorial.

Soon following we will have the re-Dedication of the Bay Area Veterans Memorial total time should be two hours.

The streets for the parade should only need 45 minutes the closing of 2nd street in the two block area should be about 2 hours for set up and final clean-up .

Thanks,

Joe Machol

**Seabrook City Council & Planning and Zoning Commission
Special Joint Meeting Minutes of March 17, 2015**

Page 1

The City Council and the Planning and Zoning Commission of the City of Seabrook met in special joint session on Tuesday, March 17, 2015 at 6:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

CITY COUNCIL

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MESLISS BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI – Ex. Abs.	COUNCIL PLACE NO. 5
O. J. MILLER	COUNCIL PLACE NO. 6

PLANNING & ZONING COMMISSION

MICHAEL POTTS	CHAIRMAN
ROSEBUD CARADEC – Ex. Abs.	MEMBER
MIKE DEHART	MEMBER
BUDDY HAMMANN	VICE-CHAIR
BOLIVAR F. LEWIS, III – Ex. Abs.	MEMBER
DODIE MILLER Ex. Abs.	MEMBER
MICHAEL SHARPE	MEMBER

STAFF

GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER & DIRECTOR OF COMMUNITY DEVELOPMENT
MICHELE L. GLASER	CITY SECRETARY
ALESIA HAMMOCK	P&Z COMMISSION SECRETARY
STEVEN L. WEATHERED	CITY ATTORNEY

Chairman Potts called the joint meeting to order at 6:00 p.m.

1.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

Robin Riley, Sawyer Drive, thanked Mr. Friedrichs for honoring the Master Plan by moving his development, adding the buffer and honoring the wetlands. He also stated that he was disappointed with the previous Council majority vote to approve the preliminary PUD before these changes had been made.

Elle Crawford, Sawyer Drive, spoke about her volunteer efforts, business background and efforts to attract businesses into the community. She stated that it is difficult to attract businesses because of the challenges of living near the coast.

Seabrook City Council & Planning and Zoning Commission
Special Joint Meeting Minutes of March 17, 2015
Page 2

Robert Cook, Sawyer Drive stated that he is uncertain as to whether the development will be economically viable. He was concerned about an increase in traffic, cost of a new traffic light, drainage issues, the destruction of the wetlands due to drainage and loss of wildlife. He stated that he anticipates losing his electric, telephone and cable services when the new nine-foot concrete fence foundation is installed as the easement abuts his back fence. He also stated that the plan shows that wetlands are still under a portion of one building and parking. He ended by stating that this use is preferable to some commercial uses.

2.0 SPECIFIC PUBLIC HEARING(S)

2.1 Request for preliminary approval of a Planned Unit Development (PUD) to create Chesapeake Bay Senior Living Complex, approximately 259 units on approximately 11.7127 acres of land.

Applicant: William Friedrichs, Jr., 16865 Diana Lane Ste 200, Houston, TX 77058

Owner: Estate of Robert Delmonteque, c/o Schlanger Silver Barg & Paine, LLP, 109 N. Post Oak Lane, Suite 300, Houston, TX 77024

Owner: Jack Hornsby Jr., 406 Lakeshore Drive, El Lago, TX 77586

Owner: James Hussion Jr., 22110 Terrace Gate Lane, Katy, TX 77450-8054

Owner: Charles & Jan Bosone, PO Box 7, Seabrook, TX 77586

Legal Description: Tract 1 - 0.2327 Acres, H.C.C.F. No. 20070629538, remainder of 0.2248 Acres; Tract 2A - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16 Acre; Tract 2B - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16 Acre; Tract 3 - 3.360 Acres H.C.C.F. No. U067284, remainder 3.244 Acres; and Tract 4 - 5.72 Acres out of 10.501 Acres, H.C.C.F. No. P969328, Repsdorph Partition, Abstract 52 in the Ritson Morris Survey, Harris County Texas.

Location: This property is located immediately east of Repsdorph and south of Brummerhop Park.

Citizens' comments concerning the PUD are listed under Agenda Item 1.0 above.

Bill Friedrichs, developer of the project, stated that the project had been modified since the last hearing, based on comments from Planning and Zoning Commission members and residents of Sawyer Drive. The project was moved approximately 214 feet to the south, so that only one six-unit building is on wetlands and only a single story building will now abut the Sawyer Drive cul-de-sac. He also stated that Seabrook residents who wish to live in senior housing now have to leave the city, as Seabrook does not have senior housing at this time.

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Land Planner Stan Winter of Jones & Carter spoke about the benefits of this development as a Planned Unit Development (PUD). Conditions established by the PUD include additional landscaping, restricting renters to age 55 and older, compliance with a specific site plan, open space consisting of 29 percent of the land area, an amenities center and additional buffers, including a nine-foot masonry fence along the east property boundary and a tubular steel decorative fence along Repsdorph Road. Also included in the PUD document are drainage plans and a flow chart showing the process to identify the presence or absence of wetlands on the site.

Architect Mark Mucasy, Mucasy & Associates told the audience that his firm had developed many other senior communities in the state, including the Houston area. He explained that the entire front and sides of the property will consist of one-story structures, each containing six villas with attached garages. For those who want a senior community feel, there will be a three-story building in the center of the property, with setbacks of 150 feet on all sides, parking under the building and elevators. The amenities center or town hall will have a Porte-cochère leading into a two-story lobby with a fireplace. Also in the amenities center are a clubroom, kitchen, fitness center, hair salon, library, business center and restrooms. The courtyard will contain cabanas, sunshades, grill houses and a swimming pool making this a luxury community for seniors. The style has a maritime motif with a stone exterior and blue-gray trim. All units will have nine-foot ceilings, crown moldings, stone countertops, wood stained cabinets, large garden tubs and computer desks.

There were no other comments.

Upon motion, Chairman Potts and Mayor Royal adjourned the joint meeting at 6:25 p.m.

Approved this 7th day of April 2015 by the Planning and Zoning Commission.

Michael Potts, Chair

Approved this 7th day of April 2015 by the City Council.

Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary

**Seabrook City Council Regular Meeting
Minutes of March 17, 2015
Page 1**

The City Council of the City of Seabrook met in regular session on Tuesday, March 17, 2015 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

GLENN R. ROYAL	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
MIKE GIANGROSSO	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM & COUNCIL PLACE NO. 3
MELISSA BOTKIN	COUNCIL PLACE NO. 4
THOM KOLUPSKI - Ex. Abs.	COUNCIL PLACE NO. 5
O. J. MILLER	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	ASSISTANT CITY MANAGER
STEVEN L. WEATHERED	CITY ATTORNEY
MICHELE L. GLASER	CITY SECRETARY

Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas Pledge of Allegiance.

1.0 PRESENTATIONS

1.1 Presentation by Shad Comeaux of Freese and Nichols on the final proposed scope of work for the update of the Comprehensive Master Plan. (Cook)

Shad Comeaux, AICP, Freese & Nichols, project manager gave a presentation. (See Exhibit A.)

2.0 PUBLIC COMMENTS AND ANNOUNCEMENTS

2.1 Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Councilor Giangrosso announced several upcoming events.

3.0 CONSENT AGENDA

3.1 Approve excused absences for Councilors Botkin and Giangrosso for the March 3, 2015 regular Council meeting and for Councilor Kolupski for the March 17, 2015 Council meeting. (Glaser)

3.2 Approve the minutes of the March 3, 2017 regular City Council meeting. (Glaser)

3.3 Approve the February 2015 Building Report. (Landis)

3.4 Approve the February 2015 Public Safety Report. (Wright)

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3.5 Consider second and final reading of proposed Ordinance No. 2015-04, "Specifying Uses Allowed in the Point Overlay District. (P&Z)"

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SEABROOK APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 3, "ESTABLISHMENT OF ZONING DISTRICTS AND ASSOCIATED REGULATIONS", SECTION 3.15 "COMPREHENSIVE LAND USE REGULATION MATRIX," BY ADDING THE POINT OVERLAY DISTRICT (POD) AS A LAND USE DISTRICT; BY SPECIFYING USES BY RIGHT AND CONDITIONAL USES PERMITTED IN THE POD; AND BY PROVIDING CROSS REFERENCES IN SECTION 3.15 AND IN ARTICLE 4, "SPECIAL USE REGULATIONS", SECTION 4.15.04, "USES".

THIS ORDINANCE PROVIDES FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDES FOR SEVERABILITY; AND PROVIDES FOR AN EFFECTIVE DATE

3.6 Consider second and final reading of proposed Ordinance No. 2015-05, "Readopting Curfew Regulations for Minors." (Wright)

AN ORDINANCE READOPTING THE CURRENT CURFEW REGULATIONS FOR MINORS CONTAINED IN THE SEABROOK CITY CODE, CHAPTER 44, SECTION 44-95 "CURFEW FOR MINORS" PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$500 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY AND PROVIDING FOR NOTICE.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To approve the Consent Agenda as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

END OF CONSENT AGENDA

4.0 NEW BUSINESS

4.1 Consider approval to Lakewood Yacht Club (LYC) for placement of a new off-premise sign on city right-of-way at the east corner of NASA Parkway and Lidstone Avenue contingent upon meeting all city building code specifications. (LYC)

Harvey Denman, Lakewood Yacht Club, stated that many people do not know the location of the Yacht Club as the current small sign is inadequate. Members would like to install a two-faced sign east of NASA Parkway. The sign will be approximately two

Seabrook City Council Regular Meeting
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feet by nine feet and will be landscaped and lighted at night. LYC will also clean up the driveway on Lidstone and install a fence to screen the dumpsters.

Mrs. Cook stated that staff had verified that the proposed sign is in the city right-of-way. She asked Council to consider approving the location and general concept tonight and to direct the city attorney to draft a license and indemnity agreement.

Motion was made by Councilor Giangrosso and seconded by Councilor Llorente

To approve the location and concept of the proposed sign as presented, instruct the city attorney to prepare an appropriate license and indemnity agreement and authorize the city manager to execute the agreement.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.2 Consider approval of an agreement and scope of services with Freese and Nichols, Inc. for the development of the Master Plan, contingent upon approval by the Economic Development Corporation and consider a request for additional funding for the Comprehensive Master Plan Update project in an amount not to exceed \$70,000 to be funded out of Reserves. (Cook)

Mrs. Cook stated that the Economic Development Corporation has approved funding in the amount of \$100,000. The proposal by Freese and Nichols is in the amount of \$163,000. Mrs. Cook requested additional funding in the amount of \$70,000 to be paid out of General Fund Reserves. She stated that this project is important to plan for Seabrook's future and the allocation will still maintain more than the amount needed in the Reserves as outlined in the city's financial procedures. Mrs. Cook stated that Mr. Landis worked with Freese and Nichols to divide the procedure into tasks with a work product at the end of each task as outlined in the contract presented tonight. The city will not pay a total lump sum, but will pay at integral points as the tasks are completed and work products are delivered. Any additional expense over \$163,000 must be requested in writing and approved by EDC and Council.

Councilor Llorente commented that he was in favor of professional help to update the Master Plan and council approval indicates to citizens the importance that Council places on the Master Plan. He thanked Mrs. Cook and Mr. Landis for their work in dividing the work into tasks and work products with payment to be tied to the tasks and work products.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To allocate an additional \$70,000 for preparation of the Master Plan to be funded out of General Fund Reserves, to approve the contract contingent upon city attorney review and approval and to authorize the city manager to execute the agreement.

MOTION CARRIED BY UNANIMOUS CONSENT.

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- 4.3 Consider amending the Hotel Tax (HOT) Application process to require an event holder to give a "Post Event Presentation" within 60 days after the event and to require an additional statement on the application requiring the event holder to acknowledge that funds must be used in accordance with HOT guidelines. (Dearman)**

Motion was made Councilor Llorente and seconded by Councilor Miller

To approve the changes to the HOT application process and application as recommended by staff.

MOTION CARRIED BY UNANIMOUS CONSENT.

- 4.4 Review and allocate funds for events to be funded with Hotel Occupancy Tax (HOT) for FY 2015/16. (Dearman)**

LeaAnn Dearman, Director of Communications, briefly reviewed the recommendations from staff for the 2015/16 Fiscal Year.

<u>Organization</u>	<u>FY 2015/16</u>	<u>FY 2014/15</u>
Bay Area Access	\$25,000	\$25,000
Bay Area Houston Ballet & Theatre	5,000	new applicant
Gulf Coast Film Festival	2,500	2,500
J-Fest Southwest	15,000	15,000
Keels and Wheels	50,000	50,000
Lucky Trails Marathon	25,000	25,000
Saltwater Derby	5,000	5,000
Texas Outlaw Challenge	20,000	20,000
Yachty Gras	5,000	1,500

Ms. Dearman stated that she had not received an application from the Seabrook Arts Festival, but money is available as there is a contingency of \$20,000 and an additional \$20,000 for promotion of the arts remaining in the FY 2015/16 proposed budget. Mayor Royal and Councilor Botkin requested that consideration of allocation for Yachty Gras and the Saltwater Derby be considered separately.

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Mayor Pro Tem Johnson conducted the portion of the meeting concerning allocation for Yachty Gras.

Motion was made by Councilor Llorente and seconded by Councilor Botkin

To allocate \$5,000 in FY 2015/16 for Yachty Gras as recommended by staff.

Ayes: Botkin, Giangrosso, Johnson, Llorente, Miller.

Recused and not voting: Royal.

MOTION CARRIED.

Mayor Royal resumed as chair of the meeting.

Motion was made by Councilor Llorente and seconded by Councilor Giangrosso

To allocate \$5,000 in FY 2015/16 for the Salt Water Derby as recommended by staff.

Ayes: Royal, Giangrosso, Johnson, Llorente, Miller.

Recused and not voting: Botkin.

MOTION CARRIED.

Councilor Llorente noted that the Texas Outlaw Challenge had requested an increase from \$20,000 to \$25,000 for FY 2015/16. He recommended that Council increase the amount from \$20,000 to \$22,500. Mayor Royal stated that the event was no longer held in Seabrook. Councilor Llorente stated that Seabrook derives benefit in increased overnight stays as a result of the event. Councilors Botkin and Miller stated that they would like the Outlaw Challenge to bring one of the events back to Seabrook.

Motion was made by Councilor Llorente and seconded by Councilor Johnson

To allocate funding for FY 2015/16 to the Outlaw Challenge in the increased amount of \$22,500 and to all other organizations listed above, but not previously considered, as recommended by staff.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.5 Consider preliminary approval of the Chesapeake Bay Senior Living Apartments PUD on Repsdorph Road. (Applicant)

Planning and Zoning Chairman Michael Potts delivered the final report and stated that preliminary approval was unanimously approved by all Commission members present. (Note: This report was made earlier in the evening, but is included in this agenda item for clarity.)

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Councilor Miller commented that the developer had addressed the concerns voiced by citizens and councilmembers at the last meeting. He stated that the PUD is a good fit for the community and solves a need for senior housing that is not currently available. Councilor Giangrosso agreed and thanked Mr. Friedrichs for making changes to the PUD plan. Councilor Llorente stated that the PUD will help controls what can be done in the area and will strengthen, rather than weaken, the Master Plan.

Motion was made by Councilor Llorente and seconded by Councilor Miller

To grant preliminary approval to the Chesapeake Bay Senior Living PUD.

MOTION CARRIED BY UNANIMOUS CONSENT.

4.6 Accept the City Secretary's certification that all candidates in the May 9, 2015 General Election are unopposed and consider first and final reading of proposed Ordinance No. 2015-07, "Cancellation of the May 9, 2015 General Election Only." (The Special Charter Amendment Election will still be held on May 9, 2015.) (Glaser)

AN ORDINANCE CANCELLING THE SEABROOK GENERAL MUNICIPAL ELECTION SCHEDULED TO BE HELD ON MAY 9, 2015 IN ACCORDANCE WITH SECTION 2.053(A) OF THE TEXAS ELECTION CODE AS ALL CANDIDATES ARE UNOPPOSED AND RESTATING THAT THE SPECIAL CHARTER AMENDMENTS ELECTION WILL STILL BE HELD ON MAY 9, 2015.

Mrs. Glaser certified that all candidates were unopposed and that there were no write-in candidates. She stated that the Special Charter Election will still be held on May 9.

Motion was made by Councilor Giangrosso and seconded by Councilor Botkin

To accept the city secretary's certification and approve first and final reading of proposed Ordinance No. 2015-07, with the reading of the caption serving as the reading of the ordinance.

MOTION CARRIED BY UNANIMOUS CONSENT.

5.0 ROUTINE BUSINESS

5.1 Approve the Action Items Checklist which is attached and made a part of this agenda. (Council)

Motion was made by Councilor Giangrosso and seconded by Councilor Botkin

To approve the Action Items Checklist as presented.

MOTION CARRIED BY UNANIMOUS CONSENT.

**Seabrook City Council Regular Meeting
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5.2 Establish future meeting dates and agenda items. (Council)

Councilmembers were reminded of the following:

1. Special joint meeting with the P&Z Commission on Tuesday, April 7 at 6:00 p.m.
2. Regular council meeting on Tuesday, April 7 at 7:00 p.m.
3. Annual planning session special Council meeting on Friday, April 10 at 8:30 a.m.
4. The regular Council meeting on Tuesday, May 5 will start at 7:30 p.m. due to early voting.

Councilor Giangrosso requested that an agenda item concerning traffic control on Repsdorph Circle be placed on the April 7 regular meeting agenda.

Upon motion, Mayor Royal adjourned the meeting at 8:01 p.m.

Approved this 7th day of April 2015.

Glenn R. Royal, Mayor

Michele Glaser, TRMC
City Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: April 7, 2015

Submitter/Requestor: City of Seabrook

Date Submitted: March 23, 2015

Presenter: Sean Landis

Description/Subject:

A request to rezone the address of 2800 NASA Parkway, Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County, Texas. This property is located east of Elam, south of Larrabee, and immediately north of NASA Parkway, from the current classification of C-2 (Commercial-Medium) to R-3 (Residential-Medium Density). A Public Hearing was held at the Planning and Zoning Commission Meeting on February 19, 2015.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE ADDRESS OF 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT AND REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS CHANGE.

Applicant:

Aaron Nichols and Shelley Nichols

Legal Description:

Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County, Texas.

This property is located east of Elam, south of Larrabee, and immediately north of NASA Parkway

Request: The applicant is requesting a zoning change from the current classification of C-2 (Commercial-Medium) to R-3 (Residential-Medium Density).

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The applicant recently attempted to refinance the existing multi-family apartment complex when they were denied by Fannie Mae. The denial was due to the use being a grandfathered nonconforming use.

Agenda Briefing Form
Page 2

The apartment complex was constructed prior to 1984 and at the time of construction was named "Seetree Apartments". At the time of construction the property was zoned C-2, Medium Commercial. This zone allowed the construction of multi-family dwellings until the zoning ordinance was altered in January of 1984. From that date to the present, C-2 zoned land has forbidden further multi-family construction.

Villas by the Bay nonconforming status allows the owners to renovate, remodel, repair or rebuild a nonconforming structure if the work does not increase the degree of the nonconformity of the structure and is approved by the building official by issuance of a permit.

The right to rebuild or repair a nonconforming structure terminates if such structure sustains damage, of any origin, where by the cost of restoring the structure to its undamaged condition would exceed 50 percent of the market value of the structure before the damage occurred. Herein lays the problem relating to the refinancing. The financial institution has communicated that due to the nonconformity, their collateral is at risk of not being repaired or rebuilt if damaged over 50 percent of market value.

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts
Nay: Caradec
Absent: Hammann

Background/Issue (What prompted this need?):

Impacted Parties (Expected/Notified):

Recommended Action:

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts
Nay: Caradec
Absent: Hammann

Attachments:

(Please list description of attachments and number of pages in each attachment)

Copy of proposed Ordinance 2015-09
Planning & Zoning Commission Minutes of the February 19, 2015 Meeting
Planning and Zoning Commission Official Report from the February 19, 2015 Meeting
Photos of the area to be rezoned
Photo of zoning map

Fiscal Impact: Budgeted _____ Yes _____ No Finance Officer Review:
Budget Amendment Required _____ Yes _____ No

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

Agenda Briefing Form
Page 3

Future/Ongoing Impact ___ Yes ___ No

Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Public Hearing & New Business

Suggested Motion:

The proposed changes to the zoning map were recommended for approval by the Planning & Zoning Commission by a 5-1 vote at the regular meetings held on February 19, 2015.

Aye: Miller, Lewis, Dehart, Sharp and Potts

Nay: Caradec

Absent: Hammann

City Manager Review:

- ☐ Approved as submitted
- ☐ Submitted for Council consideration without comment
- ☐ Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

ORDINANCE NO. 2015-09
AMENDMENT TO THE OFFICIAL ZONING MAP
TO REZONE 8.52 ACRES OF LAND AT 2800 NASA PARKWAY
FROM C-2 TO R-3

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SEABROOK WHICH IS PART OF THE SEABROOK CITY CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION", SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING THE PROPERTY LOCATED ON 2800 NASA PARKWAY, TRACT 13, BEING AN 8.52 ACRES TRACT OF LAND SITUATED IN ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY, TEXAS, FROM C-2 COMMERCIAL-MEDIUM DISTRICT TO R-3 RESIDENTIAL-MEDIUM DENSITY DISTRICT; REQUIRING THAT THE ZONING MAP BE AMENDED TO REFLECT THIS AMENDMENT; MAKING SPECIFIC FINDINGS RELATING TO REZONING OF SUCH TRACT; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000.00 FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the applicants, Aaron and Shelley Nichols, as owners, applied for a zoning change for property located on 2800 NASA Parkway, Seabrook, Texas, a 8.52 acres tract of land located east of Elam, south of Larrabee, and immediately north of NASA Parkway, identified as Tract 13, situated in Abstract 52 of the Ritson Morris Survey, Harris County, Texas, more specifically described in the attached Exhibit "A"; and

WHEREAS, all public notices have been published, mailed and provided in accordance with statute and Appendix A of the City Code of Ordinances (Zoning Code); and

WHEREAS, the Planning and Zoning Commission and the City Council have conducted, in the time and manner required by law and the Zoning Ordinance of the City, public hearings on such request; and

WHEREAS, the Planning and Zoning Commission recommended this zoning change at its meeting of February 19, 2015, and has made its final report;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

Ordinance No. 2015-09

Page 2

SECTION 1. FINDINGS.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO THE OFFICIAL ZONING MAP.

The Seabrook City Code of Ordinances, Appendix A, "Comprehensive Zoning", Article 2, "Administration", Section 2.05, "Official Zoning Map" is hereby amended by rezoning 8.52 acres of land identified as of Tract 13, situated in Abstract 52 of the Ritson Morris Survey, Seabrook, Harris County, Texas, located at 2800 NASA Parkway which is east of Elam, south of Larrabee, and immediately north of NASA Parkway, (more specifically described in the attached Exhibit "A"), from C-2 Commercial-Medium District to R-3 Residential-Medium District.

The property to be rezoned is shown on the survey, identified as Exhibit A and the metes and bounds description, identified as Exhibit B, both of which said Exhibits which are incorporated herein by reference.

Upon passage of this Ordinance, the official zoning map of the City of Seabrook shall be amended to reflect this change.

SECTION 3. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, "Criminal Enforcement" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

SECTION 5. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each every part of the same

Ordinance No. 2015-09

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notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 7th day of April 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 21st day of April 2015.

By: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney



EXHIBIT B

FIELDNOTE DESCRIPTION of 8.52 acres (371,161 square feet) tract of land situated in the Ritson Morris League, Abstract No. 52, in Harris County, Texas;

D

BEGINNING, at a 5/8 inch steel rod found in the northerly right-of-way line of NASA Road 1, (variable right-of-way) same being the southeast corner of a called 0.41 acre Texaco Express Lube tract of record at Clerk's File No. R956516, Harris County Deed Records;

THEN, North 00 degrees 05 minutes 09 seconds West, at 200.81 feet pass the common northeast corner of said 0.41 acre Texaco tract and the easterly southeast corner of Lakeside Shopping Center (basis of bearings), a subdivision of record at Film Code No. 570071, Harris County Map Records, and at 1077.22 feet pass the common southeast corner of a called 1.00 acre Mohamad Javadi tract of record at Clerk's File No. R372387, Deed Records, and the easterly northeast corner of said Lakeside Shopping Center, in total a distance of 1265.88 feet to an iron fence post found in the southwesterly right-of-way line of Larrabee Street (30 feet right-of-way) (Formerly known as Pate Street and Byrd Road);

THEN, South 67 degrees 09 minutes 09 seconds East, 232.20 feet along said southwesterly right-of-way line to a 1 inch steel pipe found, same being the northwest corner of a called 1.10 acre, Maria Elizabeth Overweg tract of record at Clerk's File No. E131910, Harris County Deed Records;

THEN, South 10 degrees 01 minutes 09 seconds East, at 349.00 feet pass the common southwest corner of said 1.10 acre Maria Elizabeth Overweg tract and the northwest corner of JHK, Inc, Tract 7, of record at Clerk's File No. Y219930, Deed Records, and at 632.06 feet pass the common southwest corner of said Tract 7 and the northwest corner of Tract 7B-1, of record at Clerk's File No. X832807, Deed Records, in total a distance of 1130.40 feet to a 5/8 inch steel rod set in the said northerly right-of-way line of NASA Road 1;

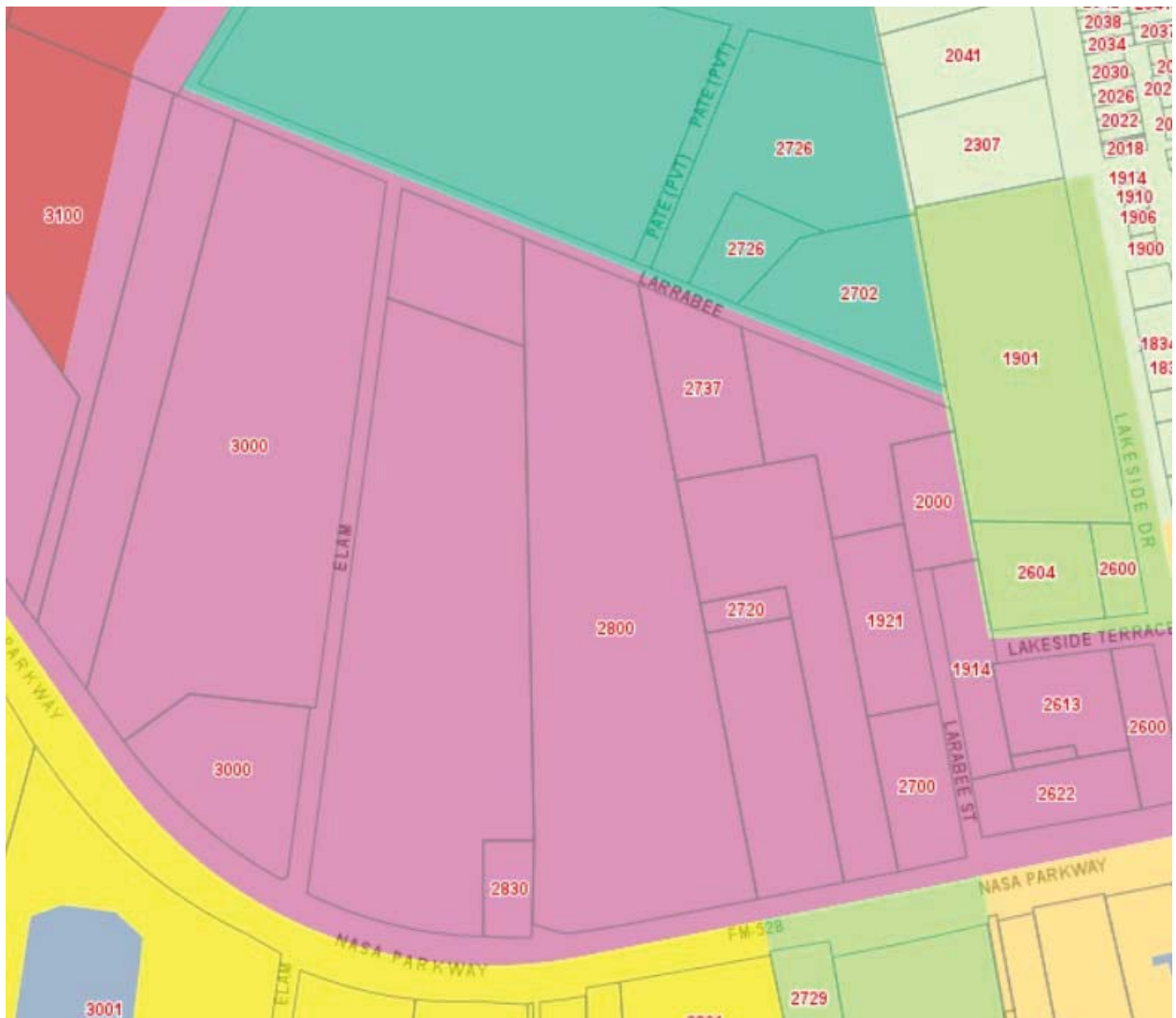
THEN, along said northerly right-of-way line of NASA Road 1, the following three courses:

1. South 79 degrees 20 minutes 05 seconds West, 244.25 feet to a 5/8 inch steel rod found;
2. South 80 degrees 33 minutes 51 seconds West, 50.00 feet to a 5/8 inch steel rod set;
3. Continuing along said northerly right of way of NASA Road 1, in a westerly direction along the arc of a curve to the right from which the radius point bears North 08 degrees 14 minutes 38 seconds West, having a radius of 889.93 feet, an arc length of 119.84 to the POINT OF BEGINNING.

CONTAINING 8.52 acres (371,161 square feet) of land.

ER 011 - 12 - 1670

Zoning Map



Planning & Zoning Commission Meeting
Minutes of February 19, 2015
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The Seabrook Planning and Zoning Commission met on Thursday, February 19, 2015 in regular session at Seabrook City Hall, 1700 First Street, Seabrook, Texas to consider and if appropriate, take action on the agenda items listed below:

THOSE PRESENT WERE:

MICHAEL POTTS	CHAIRMAN
BUDDY HAMMANN (Excused Absence)	VICE CHAIRMAN
ROSEBUD CARADEC	MEMBER
MIKE DEHART	MEMBER
DODIE MILLER	MEMBER
MICHAEL SHARPE	MEMBER
BOLIVAR LEWIS	MEMBER
STEVE WEATHERED	CITY ATTORNEY
SEAN LANDIS	DIRECTOR OF COMMUNITY DEVELOPMENT
ALESIA HAMMOCK	SECRETARY

Chairman Potts called the meeting to order at 7:00 p.m. and stated there was a quorum present.

1.0 ROUTINE PUBLIC HEARING AND ANNOUNCEMENTS – None

2.0 SPECIFIC PUBLIC HEARINGS

2.1 Request to change the zoning classification of land described below from the current classification of C-2 (Commercial Medium) to R-3 (Residential – Medium Density).

Sean Landis gave a brief report. He stated that the applicant recently attempted to refinance the existing multi-family apartment complex when they were denied by Fannie Mae. The denial was due to the use being a grandfathered nonconforming use.

Mr. Landis stated that the apartment complex was constructed prior to 1984 and at the time of construction was named "Seetree Apartments". At the time of construction the property was zoned C-2, Medium Commercial. This zone allowed the construction of multi-family dwellings until the zoning ordinance was altered in January of 1984. From that date to the present, C-2 zoned land has forbidden further multi-family construction. He stated that Villas by the Bay nonconforming status allows the owners to renovate, remodel, repair or rebuild a nonconforming structure if the work does not increase the degree of the nonconformity of the structure and is approved by the building official by issuance of a permit.

Mr. Landis stated that the right to rebuild or repair a nonconforming structure terminates if such structure sustains damage, of any origin, where by the cost of restoring the structure to its undamaged condition would exceed 50 percent of the market value of the structure before the damage occurred. Herein lays the problem relating to the refinancing. The financial institution has communicated that due to the nonconformity, their collateral is at risk of not being repaired or rebuilt if damaged over 50 percent of market value.

Rosebud Caradec asked if there was a permit on file verifying the date the apartment were built.

Mr. Landis stated yes.

Aaron and Shelly Nichols, Blue Canoe Court, stated that Villa by the Bay Apartments had 220 units and was approximately 8 ½ acres. Ms. Nichols stated that they have owned the property for

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53 five years and tried to refinance. She stated that they could not get refinancing because of the
54 risk. They could not get enough insurance because the current city code requires for demolition
55 of non-conforming entities if damage of more than 50% of value occurs. She stated that every
56 apartment complex in Seabrook is zoned R-3 except Villas by the Bay and Edgelake. The current
57 land size is 8.52 acres and is rectangular in shape. Use by a C-2 entity would be limited to 244.25
58 feet of Nasa Road frontage and the remaining land would not be visible and thus not desirable.
59 She stated that the current C-2 at the back of the property would not be able to be used as the
60 access and visibility are limited. Villas by the Bay is valued at \$7 million and the land at \$2
61 million, the loss in revenue to the city is a potential of \$4.8 million if demolished and sold.
62

63 Chairman Potts closed the Specific Public Hearing portion of the meeting at 7:12.
64

65 **3.0 NEW BUSINESS – The Commission will discuss, consider, and if appropriate, take action**
66 **on the items listed below.**
67

68 **3.1 Discussion, consideration, and possible action regarding the request to change the zoning**
69 **classification of land from the current classification of C-2 (Commercial Medium) to R-3**
70 **(Residential – Medium Density).**
71

72 **Motion was made by Mike DeHart and seconded by Dodie Miller**
73

74 *To approve the request to change the zoning classification of land from the current classification*
75 *of C-2 (Commercial Medium) to R-3 (Residential – Medium Density) as presented.*
76

77 Ms. Caradec stated that she considered this was spot zoning.
78

79 Steve Weathered stated that he did not have a legal determination to share with the Commission.
80

81 Mr. Landis stated that apartment complexes were not usually grouped together in one zoning
82 district; he did not consider this spot zoning.
83

84 Mike DeHart stated that he did not consider this spot zoning.
85

86 Michael Sharpe stated that if the apartments were not already there it might be spot zoning, but
87 there were built when apartments were allowed in that zone and he did not consider it spot
88 zoning.
89

90 Ms. Caradec stated that she always liked to look at the future, and in the future this land is going
91 to be much more valuable to the City as a commercial zone.
92

93 Mr. Weathered stated that the Commission should determine what the best use for this property
94 is.
95

96 Ayes: DeHart, Lewis, Miller, Potts, and Sharpe
97 Nays: Caradec
98

99 **MOTION CARRIES BY MAJORITY VOTE.**
100

101 Chairman Potts stated that Items 3.2 and 3.3 would be moved to the April agenda.
102

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103 **3.2 Discussion, consideration, and possible action regarding planning aspects of the**
104 **Planning & Zoning Commission.**

105
106 No action taken.
107

108 **3.3 Discussion, consideration, and possible action regarding the review of undeveloped**
109 **property in the City of Seabrook.**

110
111 No action taken.
112

113 **4.0 APPROVAL OF MINUTES**
114

115 **4.1 Discussion, consideration and possible action concerning the minutes from the January 6,**
116 **2015 joint meeting with City Council and Planning & Zoning Commission.**

117
118 **Motion was made by Buddy Hammann and seconded by Rosebud Caradec**
119

120 *To approve the minutes from the January 6, 2015 joint meeting with City Council and Planning*
121 *& Zoning Commission as presented.*
122

123 Ayes: Caradec, Dehart, Miller, Potts, and Sharpe

124 Nays: None

125 Abstained: Lewis
126

127 **MOTION CARRIES BY UNANIMOUS CONSENT OF THOSE VOTING.**
128

129 **4.2 Discussion, consideration and possible action concerning the minutes from the January 15,**
130 **2015 Planning & Zoning meeting.**

131
132 **Motion was made by Dodie Miller and seconded by Mike DeHart**
133

134 *To approve the minutes from the January 15, 2015 Planning & Zoning meeting as presented.*
135

136 Ayes: Caradec, Dehart, Miller, Potts, and Sharpe

137 Nays: None

138 Abstained: Lewis
139

140 **MOTION CARRIES BY UNANIMOUS CONSENT OF THOSE VOTING.**
141

142 **5.0 ROUTINE BUSINESS**
143

144 **5.1 Discussion and consideration of the Community Development Activity Summary.**
145

146 Sean Landis gave a brief report.
147

148 **5.2 Report from the Director of Planning and Community Development on the status of a list**
149 **of actions taken by Planning & Zoning and sent to City Council for its action or review.**
150

151 Sean Landis gave a brief report.
152

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5.3 Discussion with staff and P&Z Commission to establish future agenda items and meeting dates.

Chairman Potts stated that they would meet on March 17, 2015 for the joint public hearing with City Council to discuss final approval of the Senior Living PUD.

Chairman Potts stated that they would meet on April 16, 2015 to discuss:

- Planning aspects of the Planning & Zoning Commission.
- Review of undeveloped property in the City of Seabrook.
- Report from City Engineer and Public Works Director.
- Update on Hwy. 146 Expansion.

Chairman Potts requested that the update on Hwy. 146 Expansion be added to all future agendas for discussion.

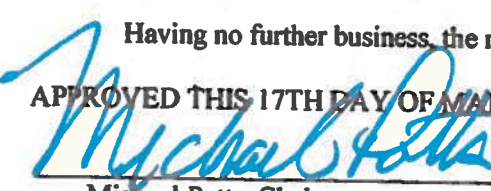
Motion was made by Michael Sharpe and seconded by Mike DeHart

To adjourn the Planning & Zoning Commission meeting.

MOTION CARRIES BY UNANIMOUS CONSENT.

Having no further business, the meeting adjourned at 7:28 p.m.

APPROVED THIS 17TH DAY OF MARCH 2015.


Michael Potts, Chairman


Alesia Hammock, Secretary

Planning & Zoning Commission OFFICIAL REPORT

The Planning and Zoning Commission of the City of Seabrook met on February 19, 2015 to hold a meeting to consider:

Request to change the zoning classification of land from the current classification of C-2 (Commercial Medium) to R-3 (Residential – Medium Density). Tract 13, being an 8.52 acre tract of land situated in Abstract 52 in the Ritson Morris Survey, Harris County Texas. This property is located east of Elam, south of Larrabee, and immediately north of Nasa Parkway.

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on February 19, 2015, as designated below and as certified by the signature of the Chairman. **This document is not valid unless signed by the Chairman/Presiding Commissioner.**

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Rosebud Caradec		_____	_____	_____	<i>RLC</i>
Mike DeHart	<u>X</u>	_____	_____	_____	<i>MDH</i>
Buddy Hammann	_____	_____	_____	<u>X</u>	_____
Bolivar Lewis	<u>X</u>	_____	_____	_____	<i>BL</i>
Dodie Miller	<u>✓</u>	_____	_____	_____	<i>DM</i>
Michael Potts	<u>X</u>	_____	_____	_____	<i>MP</i>
Michael Sharpe	<u>X</u>	_____	_____	_____	<i>MS</i>

Michael B. Potts
Michael Potts, Chairman
Planning & Zoning Commission

ATTEST:

Alesia L. Hammock
Alesia L. Hammock
Secretary



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: April 7, 2015

Submitter/Requestor: Sean Landis

Date Submitted: March 27, 2015

Presenter: Sean Landis

Description/Subject:

Request for final approval of a Planned Unit Development (PUD) to create El Mar Village, a Townhome Community, consisting of approximately 18 units on approximately 2.1640 acres of land.

Applicant:

Sunset Development, Inc

Legal Description:

Reserves 1, 2 and 3, Block 5 in the Miramar Subdivision, Section 3, Abstract 52, of the Ritson Morris Survey, in Harris County, Texas.

This property is located immediately south of El Mar Lane and west of North Meyer. The property is located in the R-1 (Single Family Detached) zoning district.

Request:

Request for final approval of a Planned Unit Development (PUD) to create El Mar Village, a Townhome Community, consisting of approximately 18 units on approximately 2.1640 acres of land.

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The purpose of the Planned Unit Development (PUD) is to provide a flexible approach for development, allows a more flexible response to the market, encourage innovative mixed uses and site plan design.

Background/Issue (What prompted this need?):

Agenda Briefing Form
Page 2

The applicant: Sunset Development Inc. is requesting the final approval of a Planned Unit Development (PUD) "El Mar Village". The project will be a townhome community consisting of 18 individually platted and owned units to be constructed on 2.1640 acres.

The previous use of the property was a grandfathered apartment complex that was destroyed as a result of Hurricane Ike.

If approved, it is the wish of the applicant to begin construction of the development in 2015.

Impacted Parties (Expected/Notified):

Recommended Action:

Attachments:

1. Exhibit A. Final Planned Unit Development Plan, Titled: "El Mar Village.

Fiscal Impact: Budgeted _____ Yes _____ No Finance Officer Review:
Budget Amendment Required _____ Yes _____ No
Future/Ongoing Impact _____ Yes _____ No
Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Public Hearing & New Business

Suggested Motion:

City Manager Review:

- ☐ Approved as submitted
☐ Submitted for Council consideration without comment
☐ Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

**ORDINANCE NO. 2015-10
EL MAR VILLAGE TOWNHOMES PUD**

AN ORDINANCE AMENDING THE SEABROOK CODE OF ORDINANCES, APPENDIX A, "COMPREHENSIVE ZONING", ARTICLE 2, "ADMINISTRATION" SECTION 2.05, "OFFICIAL ZONING MAP", BY REZONING APPROXIMATELY 2.1640 ACRES OF LAND IN THE RITSON MORRIS SURVEY, ABSTRACT 52 SEABROOK, HARRIS COUNTY, TEXAS, DESCRIBED AS TRACT 1, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. N004071, BEING A PORTION OF THE UNRESTRICTED RESERVE IN BLOCK 5 OF MIRAMAR SECTION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 148, PAGE 93 OF THE HARRIS COUNTY MAP RECORDS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A," FROM "R-1" ("SINGLE FAMILY DETACHED, TO ("PUD)," PLANNED UNIT DEVELOPMENT FOR A SINGLE FAMILY USE OF TOWNHOMES CONSISTING OF 18 UNITS; PROVIDING FOR AN AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

WHEREAS, Sunset Development, Inc., applicant and owner, ("Owner") acting by and through its duly authorized representative Charles Anders has requested rezoning of property consisting of approximately 2.1640 acres of land in the Ritson Morris Survey, Abstract 52 Seabrook, Harris County, Texas, described as Tract 1, recorded under Harris County Clerk's File No. N004071, being a portion of the unrestricted reserve in Block 5 of Miramar Section 3, according to the Plat thereof recorded in Volume 148, Page 93 of the Harris County Map Records, being more particularly described by metes and bounds in Exhibit "A," which is incorporated by reference for all purposes, ("Property"), located at or around 1707 El Mar Lane; and

WHEREAS, Applicant has filed an application to rezone the Property from "R-1" (Single Family Detached) to "PUD" (Planned Unit Development) and has submitted a development plan providing for the construction of 18 townhomes, as further depicted in site PUD plan ("Plan"), referenced herein as Exhibit "B-1" which is attached hereto and made a part of this Ordinance; and

WHEREAS, the Seabrook Planning and Zoning Commission conducted a public hearing on January 15, 2015 to consider approval of the preliminary plan for PUD designation submitted by Applicants, with the Planning and Zoning Commission filing a report recommending approval on the same date in accordance with the Seabrook Code of Ordinances ("Code"), Appendix "A", Section 4.10.06; and

WHEREAS, the City Council conducted a public hearing on March 3, 2015 to

Ordinance No. 2015-10
Page 2

45 consider the request for rezoning to PUD plan submitted by Applicants, which was thereafter
46 approved by City Council on the same date in accordance with the Code, Appendix “A”,
47 Section 4.10.06; and

48
49 WHEREAS, the Seabrook Planning and Zoning Commission and the City Council
50 conducted a joint special meeting to hear a presentation on the final PUD plan submitted by
51 the Applicants, (see Exhibit B), with the Planning and Zoning Commission filing a report
52 recommending approval at a separate meeting on April 7, 2015, which was thereafter
53 addressed by City Council on the same date in accordance with the Code, Appendix “A”,
54 Section 4.10.06; and

55
56 WHEREAS, the subject hearings were duly called as provided by the laws of the
57 State of Texas and Appendix “A” of the Code of Ordinances of the City, and that in such
58 hearing all persons attending were allowed to be heard on the question of whether or not to
59 rezone the Property from the zoning classification of R-1 to PUD (townhome residential use),
60 as requested and as further depicted in the site PUD Plan, Exhibit “B-2”, to determine
61 whether such rezoning would affect the health, safety, convenience, or general welfare of the
62 citizens of Seabrook, and whether or not such change in zoning would violate the rights of
63 any interested person; and

64
65 WHEREAS, all public notices have been published, mailed and provided in
66 accordance with statute and Appendix “A” of the City Code of Ordinances (Zoning Code);
67 and

68
69 WHEREAS, as a result of the said public hearings and the recommendation of the
70 Planning and Zoning Commission as contained in its final report, the City Council hereby
71 finds and determines that the proposed amendment to rezone the Property to PUD mixed
72 development in accordance with the submitted Plan as referenced in Exhibit “B” would not
73 be detrimental to the community, and is in conformance with the zoning ordinance and
74 comprehensive plan for development of the City;

75
76 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY**
77 **OF SEABROOK, STATE OF TEXAS:**

78
79 **SECTION 1. FINDINGS.**

80
81 The facts and matters set forth in the preamble of this Ordinance are hereby found to
82 be true and correct, it being understood that City Council is relying upon the express
83 representations of Owner appearing in the documents submitted for final approval, including
84 the application for rezoning, oral representations made to the Planning and Zoning
85 Commission and City Council to induce approval of the rezoning made the subject of this
86 Ordinance, the final report from the Planning & Zoning Commission, the minutes of
87 Planning and Zoning/City Council, the property identification, (Exhibit “A”) and Plan,
88 (Exhibit “B”).

SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO THE OFFICIAL ZONING MAP.

The Seabrook City Code of Ordinances, Appendix A, “Comprehensive Zoning”, Article 2, “Administration”, Section 2.05, “Official Zoning Map” is hereby amended by rezoning the Property from R-1 to PUD (townhome use) *strictly conditioned upon full and complete compliance with the approved PUD Plan*, and the *regulations, restrictions, and conditions* hereinafter set forth in “Exhibit B”, which is attached and made a part of this ordinance, for the subject 2.1640 acres of land in the Ritson Morris Survey, Abstract 52 Seabrook, Harris County, Texas, described as Tract 1, recorded under Harris County Clerk’s File No. N004071, being a portion of the unrestricted reserve in Block 5 of Miramar Section 3, according to the Plat thereof recorded in Volume 148, Page 93 of the Harris County Map Records, being more particularly described by metes and bounds in Exhibit “A,” which is attached hereto and made a part of this Ordinance for all purposes.

SECTION 3. AMENDMENT OF ZONING MAP

The Official Zoning Map of the City of Seabrook shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, “Criminal Enforcement” which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense. Additionally, should the subject PUD project fail to meet the schedule as approved herein, or otherwise fail to comply with this Ordinance, the PUD Plan, the PUD classification and all related permits shall be immediately terminated, and the Property shall return to the zoning that existed immediately prior to the PUD as conditionally approved by this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Seabrook, save and except the change in zoning classification and specific uses/structures approved in the Plan, as provided herein.

SECTION 6. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 7. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 7th day of April 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 21st day of April 2015.

By: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
Steven L. Weathered
City Attorney



Application for Land Development Permit

****Incomplete applications cannot be processed****

☐ Zoning Change
 ☐ Text Change
 ☐ Zoning Variance
 ☒ Planned Unit Development
 ☐ Conditional Use Permit
 ☐ Subdivision Plat
 ☐ Preliminary
 ☐ Final
 ☐ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: CHARLES ANDERS E-Mail: CANDERS@RAYWAYHOMES.COM
 Address: PO BOX 1244 Fax #: 281 648 2462
 City: FRIENDSWOOD
 State: TX. ZIP: 77549 Phone: 281 648 2425 x14

Applicant is ☐ Owner of property ☒ Agent for Owner ☐ Agent for Purchaser ☐ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.

Owner(s): SUNSET DEV. INC. c/o JOW SKEELE Signature: [Signature]
 Date: 12-11-14 Signature: _____

Owner(s) Mailing address(es):
 Name: SUNSET DEV. INC. Phone #: 281 648 2425 x14
 Address: P.O. BOX 798 Name: _____
 City: FRIENDSWOOD Address: _____
 State: TX. Zip: 77549 City: _____
 State: _____ Zip: _____

PROPERTY INFORMATION

Property Address: 1707 EL MAR LANE
 Legal Description: Lot _____ Block _____
 Addition _____ SEE EXHIBIT "A"
 (You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: _____ (Available from Building Department)
 Current Use of Property: VACANT (Be specific)
 Number of existing Driveways: 4
 General Dimensions of Property: Width: 347.83 Depth: 241 Land Area: 94,263 Sq. Feet: 2.164 Acres: _____
 Adjoining Uses: North _____ South _____
 East _____ West _____
 Adjacent Streets: North EL MAR LANE South _____
 East NORTHMEYER ROAD West _____

Is the property served with: City Water? ☒ Yes ☐ No City Sewer? ☒ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: [Signature] Date: 12-11-14

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

SUBDIVISION PLAT

Subdivision Plat: Provide the following:

Proposed Name: EL MAR VILLAGE Total Acres 2.164
Total number of Lots: 18 Blocks: 1 Reserves: 1
Number of sections to be developed: _____
Name of Headright Survey in which the property is situated: _____
Abstract Number _____

Attach the following for:

ALL PLATS: To be submitted with Application.

- ☐ Letter of Transmittal of Plat
- ☐ Original (RAISED) Stamped Tax Certificates from both Galveston and Harris County Tax Appraisal Districts**
- ☐ Copy of Original Plat (without amendments)
- ☐ Original Title Certificate/Planning Letter no older than 30 days
- ☐ 1 copy of Plat (drawn to a minimum scale of 1" = 100", each sheet no larger than 24"x36")
- ☐ A digital copy – **On a Flash Drive or CD (Adobe Acrobat – PDF Format)**
- ☐ **Application Fee**
- ☐ **Required filing fees, as established by the county clerk's office, shall be paid by the applicant by separate corporate check or money order/cashiers check and shall be made payable to the county clerk. (Not required until time of filing)**

Please review the requirements in the City Subdivision Ordinance before submitting your Plat. Incomplete data will result in significant delays in processing.

**** Note: Original (Raised-Stamped) Tax Certificates (for all properties involved) from the Clear Creek I.S.D. Tax Office and Harris County Tax Assessor/Collector's Office are required by the Harris County Clerks Office for the recording of all plats.**

All notary stamps must be readable!

EXHIBIT 'A'

Title Resources Guaranty Company

SCHEDULE A

GF No. **7800-14-1095**

Address (for reference only): 1707 El Mar Lane

Effective Date: March 5, 2014, 8:00a.m.

Issue Date: March 12, 2014

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

Policy Amount: \$

PROPOSED INSURED:

(b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
– ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$165,000.00

PROPOSED INSURED: Bayway Homes, Inc

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$

PROPOSED INSURED:

Proposed Borrower: Bayway Homes, Inc

(d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount: \$

PROPOSED INSURED:

Proposed Borrower:

(e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount: \$

PROPOSED INSURED:

Proposed Borrower:

(f) OTHER

Policy Amount: \$

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

SASSAN DJAHANSHAHI

4. Legal description of land:

BEING 2.1640 ACRES (94,263 SQUARE FEET) OF LAND IN THE RITSON MORRIS SURVEY, ABSTRACT NUMBER 52 1N HARRIS COUNTY, TEXAS AND BEING ALL OF A CALLED 2.164 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO SUNBELT INVESTMENTS 3, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO, (HCCF NO.) N004071 AND BEING A PORTION OF UNRESTRICTED RESERVE IN BLOCK 5 OF MIRAMAR SECTION THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 148, PAGE 93 OF THE HARRIS COUNTY MAP RECORDS (HCMR), SAID 2.1640 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD SET AT THE SOUTHEAST CORNER OF SAID UNRESTRICTED RESERVE AND BEING THE NORTHEAST CORNER OF LOT 14, BLOCK 5 OF SAID MIRAMAR SECTION THREE AND BEING IN THE WEST ROW LINE OF N. MEYER ROAD (60-FEET WIDE) AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, DEPARTING THE WEST ROW LINE OF SAID N. MEYER ROAD AND WITH THE NORTH LINE OF LOTS 10-14 OF SAID MIRAMAR SECTION THREE, NORTHWESTERLY, WITH SAID CURVE TO THE LEFT HAVING A RADIUS 1,110.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 07 MINUTES 52 SECONDS, A CHORD WHICH BEARS NORTH 71 DEGREES 10 MINUTES 49 SECONDS WEST, 311.48 FEET, AND AN ARC DISTANCE OF 312.51 FEET TO A 5/8-INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF SAID 2.1640 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 15 OF SAID MIRAMAR SECTION THREE;

THENCE, WITH THE COMMON LINE OF SAID 2.1640 ACRE TRACT AND SAID LOT 15, NORTH 10 DEGREES 02 MINUTES 51 SECONDS WEST, A DISTANCE OF 182.36 FEET TO PK NAIL WITH SHINER SET FOR THE COMMON NORTH CORNER BETWEEN SAID 2.1640 ACRE TRACT AND SAID LOT 15 AND BEING IN THE SOUTH ROW LINE OF EL MAR LANE (120-FEET WIDE);

THENCE, WITH THE SOUTH ROW LINE OF SAID EL MAR LANE, NORTH 79 DEGREES 57 MINUTES 08 SECONDS EAST, A DISTANCE OF 347.83 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

THENCE, DEPARTING THE SOUTH ROW LINE OF SAID EL MAR LANE, SOUTH 10 DEGREES 02 MINUTES 52 SECONDS EAST, A DISTANCE OF 87.66 FEET TO A CORNER FROM WHICH A FOUND 1/2-INCH ROD BEARS SOUTH 85 DEGREES WEST, A DISTANCE OF 0.9 FEET;

THENCE, SOUTH 63 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 87.27 FEET TO THE SOUTH 82 DEGREES WEST, A DISTANCE OF 0.58 FEET;

THENCE, WITH THE WEST ROW LINE OF SAID N. MEYER ROAD, SOUTH 26 DEGREES 53 MINUTES 08 SECONDS WEST, A DISTANCE OF 241.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.1640 ACRES (94,263 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT



Planned Unit Development Plan

El Mar Village

Seabrook, Texas

Owner/Developer

Sunset Development, Inc.

Preliminary Planned Unit Development Plan

4.10.06 PUD designation procedure:

1. Name, address and telephone number of the landowner:

**Sunset Development
PO Box 798
Friendswood, TX 77549
(281)648-2425 Ext 14**

**Jon Skeele, President
Charles Anders, Development Coordinator**

Acreage 2.1639

2. Date that the project is submitted to the planning and zoning commission:

December, 2014

3. The name of the proposed project:

El Mar Village

4. The names and addresses of the adjoining property owners within in 500 feet of the proposed

Supplied by City of Seabrook

5. A key map:

620L

6. All existing streets, drives, buildings, watercourses and bodies of water:

The site has been cleared of structures. The site was formerly an apartment project that was torn down. There are no watercourses or bodies of water on the site. See Exhibit A, Survey, for existing parking structures.

7. The location and size of existing utilities within or adjacent to the proposed project site

See Exhibit A, Survey

8. The proposed location, type and size of the following:

- (a) Buildings and structures;
- (b) Streets, drives, alleys, and curbs;

- (c) Off-street parking areas with parking spaces individually drawn and counted;
- (d) Sidewalks;
- (e) Landscaping;
- (f) Common open space and amenities sites;
- (g) Site for solid waste containers; and
- (h) Signs.

See Exhibit B, Neighborhood Color Rendering

4.10.07 Standards for PUD Development.

The previous use of the preliminary El Mar Village PUD site was an apartment complex (R-3, Apartments) and that has been removed. The current zoning district of the site is R-1 Single Family Detached Residential. The preliminary El Mar Village PUD plan is to create a PUD with a base district of R-3 Medium Density Residential, Townhouses, see Exhibit C, Standards for PUD Development.

4.10.08 Creation of a homeowner's association.

El Mar Village will be governed by a property owners association. The association will be set up by the developer for the benefit of the current and future property owners.

4.10.10 Development Schedule.

El Mar Village will begin development in 2015 and will be developed with the infrastructure improvements starting within 12 months of the final City Council PUD approval. The developer expects that construction of the infrastructure will be completed within 24 month of the final City Council PUD approval. Further, the developer expects all homes to be completed within 4th year from the start date. Current market demand would dictate a much faster production pace, but a conservative and prudent schedule is given above.

Architectural Plans.

Proposed architectural plans see Exhibit D, Color Front Elevation Rendering.

El Mar Village Planned Unit Development

Exhibit C, Standards for PUD Development

El Mar Village Planned Unit Development is intended to accommodate a select land-use activity permitted within the underlying R-3, Townhome zoning classification. The district is designed to enhance the special characteristics of Seabrook, the small town character and create a "unique" place. El Mar Village PUD will be served by public utilities, public streets and a private drive. El Mar Village PUD is intended for single family use of attached townhomes that provide a balanced and attractive neighborhood.

Townhouses:

1. *Density:* One dwelling unit per lot.
2. *Front yard:* All buildings must be set back from the street right-of-way lines a minimum depth of 20 feet.
3. *Rear yard:* Primary buildings must be set back at least 10 feet from the rear property line.
4. *Water-abutting yard:* N/A
5. *Side yard:* Not less than ten feet between blocks of attached units, street rights-of-way or any property outside the townhouse development.
6. *Lot size:* 3,000 sq. feet. Project area shall be not less than 12,000 sq. ft.
7. *Building area:* Not more than 60 percent of total site area shall be covered by building mass.
8. *Lot width:* Not less than 30 feet.
9. *Lot depth:* Not less than 100 feet.

The following regulations apply to townhouses,

3.05.03. Height: No building or structure shall exceed 40 feet in height above base flood elevation.

3.05.04. Accessory structures: Accessory structures shall not occupy a required front or corner side yard or project beyond the front building line of the principal structure on a site. Accessory structures shall be set back at least five feet from interior side and rear property lines. A minimum distance of not less than ten feet shall be maintained between the main structure and accessory structures for townhouses and apartments/condominiums. The total floor area of accessory structures more than 30 inches in height shall not exceed 40 percent of the area of the required rear yard. No accessory structures or other obstructions including decks, pools, paving, landscaping structure or trees and fountains may be erected on any easement.

3.05.05. Buffering and screening:

Townhouses this zoning district which adjoins or abuts any property classified in the R-LD, R-1, R-2, OS or MH zone shall provide the following:

1. A front, side or rear setback as applicable that is as deep or wide as the minimum setback requirement in such adjoining or abutting zoning districts, or 10 feet, whichever is greater. Parking, loading and storage are prohibited in these setbacks; and
2. A screen fence or wall along the common property line which shall be 100-percent impervious to sight and at least six feet in height. If this fence is visible to the public it shall be landscaped as

specified in article 5. Fencing is not required for properties which are separated by a street from any R-LD, R-1 or R-2 zone.

3.05.06. Outside display and storage:

1. No storage is permitted beyond the front building line.
2. No storage is permitted in required parking areas.

3.05.07. Animal control: No farm fowl or animals shall be kept within 100 feet of the property line; provided, however, that small domestic animals for school projects may be kept on the premises within 100 feet of the property line, if all terms and conditions of the school project exception as set out in the domestic animals ordinance are followed.

3.05.08. Parking: Parking shall be in accordance with article 5 of this ordinance. Please see the comprehensive off-street parking regulation matrix.

3.05.09. Landscaping: Shall be in accordance with landscaping requirements in article 5 of this ordinance.

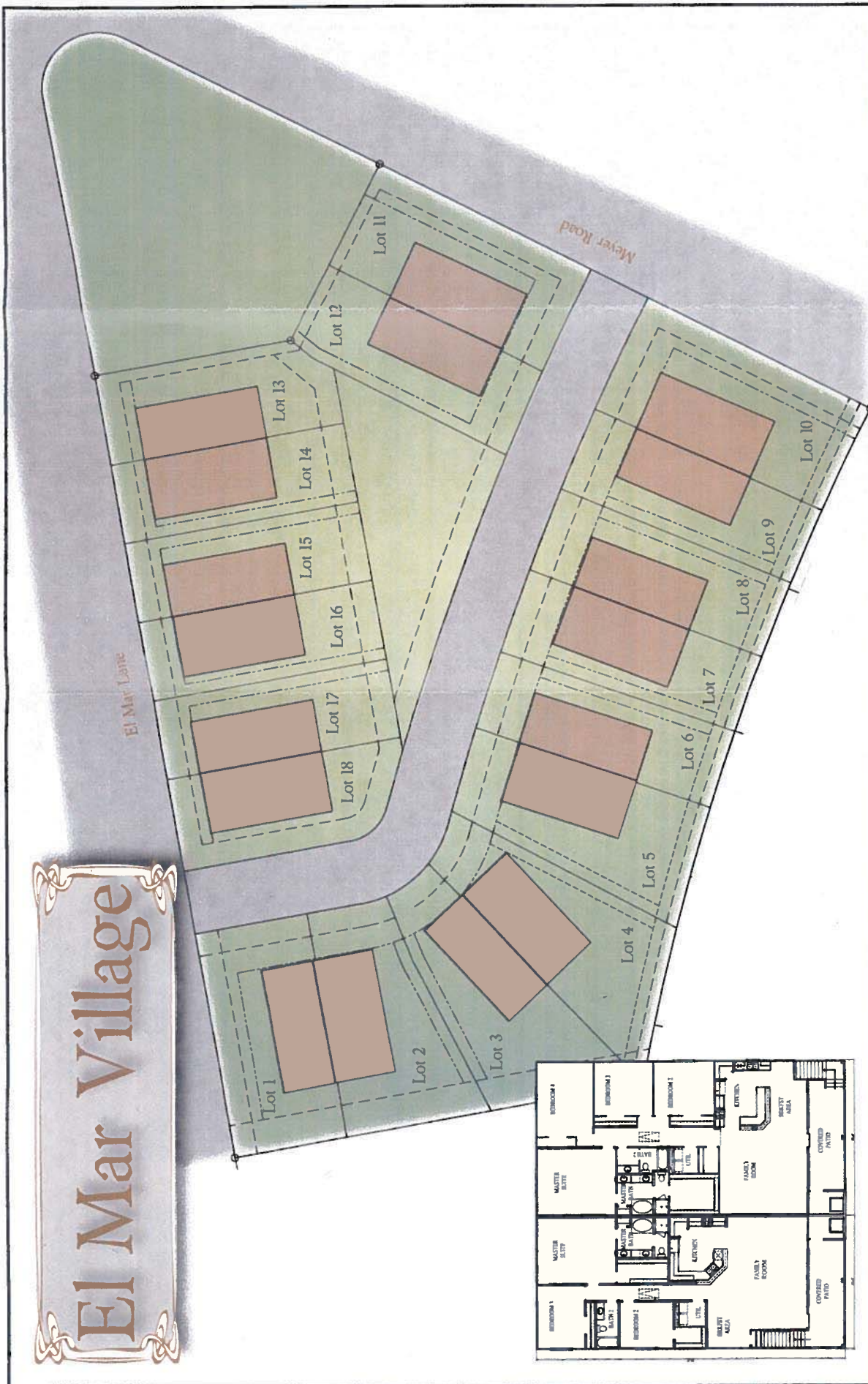
3.05.10. Reserved.

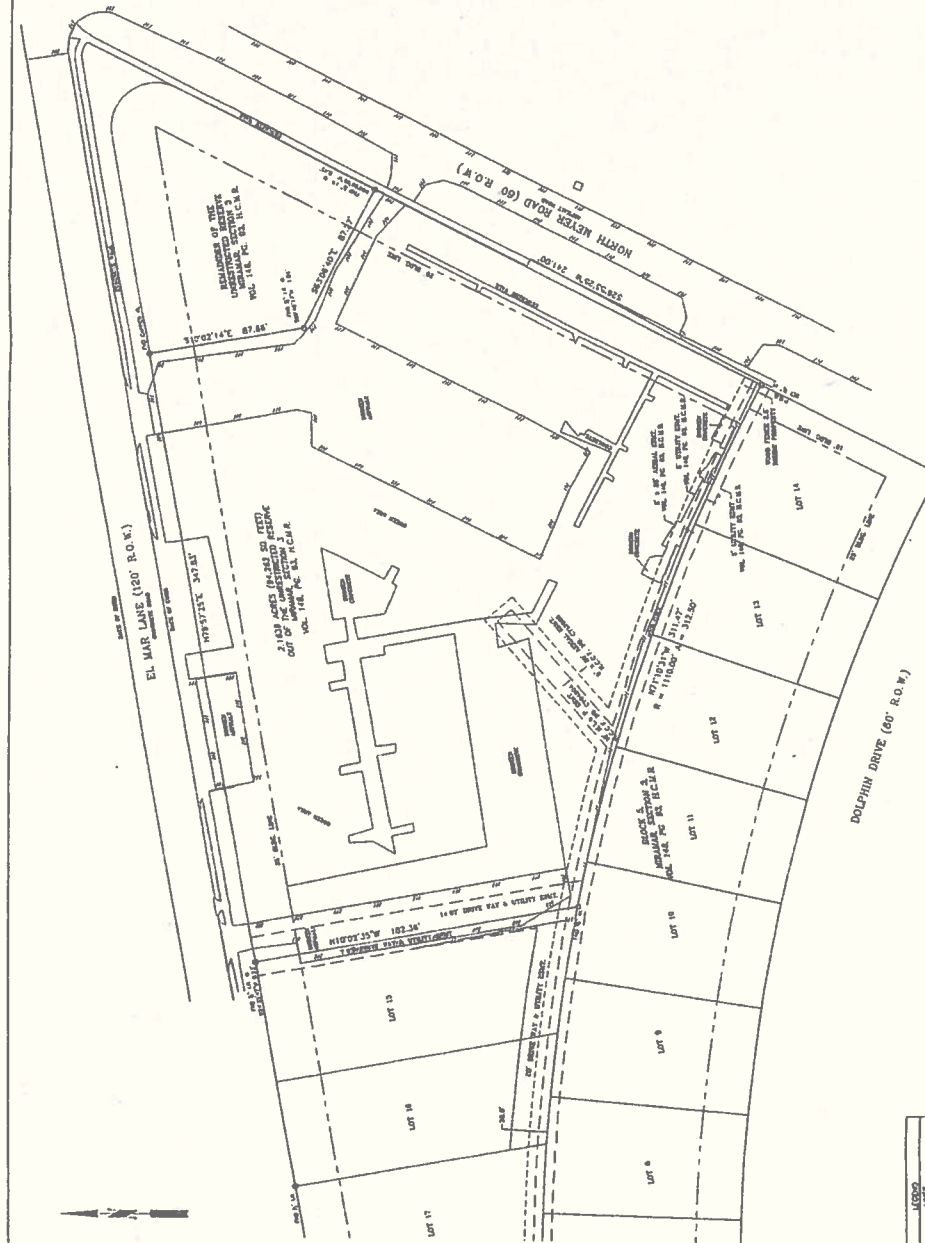
3.05.11. Supplementary regulations:

- A. Temporary structures for uses incidental to construction work on the premises which are removed upon completion or abandonment of construction work are allowed upon permit from the building official.
- B. No temporary structures, including recreational vehicles, construction trailers or travel trailers, may be used for on-site dwelling purposes. Recreational vehicles included by not limited to boats, golf carts, small four wheel vehicles are allowed to be stored under the primary residential structure.
- C. Eaves shall be permitted to encroach no more than 18 inches upon any setback.

Uses permitted within the El Mar Village PUD will be Townhomes. The below is the Building Variance Matrix for the underlying R-3, Townhome and the El Mar Village PUD.

	Section 3.05. - R-3 Medium Density Residential District, C. Townhomes	EL Mar PUD
1. Density	One dwelling unit per lot	One dwelling unit per lot
2. Front Yard	20 Feet	15 Feet
3. Rear Yard	15 Feet	15 Feet
4. Water-abutting yard		N/A
5. Side Yard	10 Feet between buildings	10 Feet between buildings
6. Lot Size	3,000 Square feet	3,000 Square feet
7. Building Area	60% Building/Lot Coverage	
8. Lot Width	Not less than 30 feet	Not less than 30 Feet
9. Lot Depth	Not less than 100 feet	Not less than 100 feet
3.05.03 Height	Not to exceed 40 feet in height	Not to exceed 40 feet above Base Flood Elevation
3.05.05 Buffering	Min set back or 30 feet	10 Feet
3.05.05 Screening	6 Feet impervious fence	6 Feet impervious fence
Recreational Vehicles Storage	N/A	Allowed under residential structure



[illegible]

To Smart Development Ltd., "Smart American Film Company and Joe Stone or Maple Street."



REV. NO.	DATE	REMARKS
C	07-03-14	DOWNED TO CATEGORY A
B	07-03-14	FAA
A	07-03-14	DATE 07-03-14 SCALE: 1" = 1' TEXAS AERONAUTICAL 2" X 7800' - 4" (1985)

Ellis Surveying Services
2417 Lamont & Lewis, El Paso
Survey Dept.
Texas C.N. #1 77501
Tel 1-800-933-NOT For 1-800-933-7360

A 2.1836 acre tract (84-282 Sg. N.) of
situated in the Ritzan Harris Survey, Abbe-
52, Harris County, Texas, and being out-
and a part of the Unrecorded Estate.

Subsequent comment

TABLE OF DISCREPANCY

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CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: April 7, 2015

Submitter/Requestor: Community Development

Date Submitted: March 27, 2015

Presenter: Sean Landis

Description/Subject:

A request for final approval of a Planned Unit Development (PUD) to create "Chesapeake Bay Luxury Seniors Community" approximately 12 acre, 259 unit, luxury apartment complex.

Applicant:

WMF Investments (William Friedrichs)

Legal Description: Tract 1 - 0.2327 Acres, H.C.C.F. No. 20070629538, remainder of 0.2248 Acres; Tract 2A - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16 Acre; Tract 2B - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16 Acre; Tract 3 - 3.360 Acres H.C.C.F. No. U067284, remainder 3.244 Acres; and Tract 4 - 5.72 Acres out of 10.501 Acres, H.C.C.F. No. P969328, Repsdorph Partition, Abstract 52 in the Ritson Morris Survey, Harris County Texas

This property is located immediately east of Repsdorph and south of Brummerhop Park.

Request: The applicant is requesting the aforementioned property be granted final approval of a Planned Unit Development (PUD) Overlay.

Purpose/Need: Policy Issue ☒ Administrative Issue ☐

The purpose of the Planned Unit Development (PUD) is to provide a flexible approach for development, allows a more flexible response to the market, encourage innovative mixed uses and site plan design.

Background/Issue (What prompted this need?):

The applicant: W.M.F. Investments is requesting the final approval of a Planned Unit Development (PUD) "Chesapeake Bay Luxury Seniors Community". The project will be 55 years of age restricted, 259 unit multifamily development.

The project will be constructed on approximately a 12 acres site located immediately east of Repsdorph and south of Brummerhop Park.

Agenda Briefing Form
Page 2

Impacted Parties (Expected/Notified):

Recommended Action:

Attachments:

Exhibit A. Final Planned Unit Development Plan, Titled “Chesapeake Bay Luxury Seniors Community”

Fiscal Impact: Budgeted _____ Yes _____ No Finance Officer Review:
Budget Amendment Required _____ Yes _____ No
Future/Ongoing Impact _____ Yes _____ No

Budget Dept/Line Item Number N/A

Funding Comments:

N/A

Where on the agenda should this item be placed?

(i.e. Public Hearing, New Business, Old Business, Consent Agenda, Executive Session, etc.)

Joint Public Hearing & New Business

Suggested Motion:

City Manager Review:

- ☐ Approved as submitted
- ☐ Submitted for Council consideration without comment
- ☐ Submitted for Council consideration with comments stated below:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review _____
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Received and accepted by the City Secretary/Assistant _____

Returned by the City Secretary/Assistant (If incomplete) _____

All requests must be submitted to the City Secretary's Office no later than 5:00 p.m. on the Wednesday preceding the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

**ORDINANCE NO. 2015-11 “CHESAPEAKE BAY SENIORS ONLY
LIVING COMPLEX” PUD**

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 2, “ADMINISTRATION”, SECTION 2.05, “OFFICIAL ZONING MAP”, BY REZONING APPROXIMATELY 11.7127 ACRES OF LAND, COMPRISING TRACT 1 - 0.2327 ACRES, H.C.C.F. NO. 20070629538, REMAINDER OF 0.2248 ACRES; TRACT 2A - 1.2 ACRES, H.C.C.F. NO. T539938, REMAINDER OF 1.16 ACRE; TRACT 2B - 1.2 ACRES, H.C.C.F. NO. T539938, REMAINDER OF 1.16 ACRES; TRACT 3 - 3.360 ACRES H.C.C.F. NO. U067284, REMAINDER 3.244 ACRES; AND TRACT 4 - 5.72 ACRES OUT OF 10.501 ACRES, H.C.C.F. NO. P969328, REPSDORPH PARTITION, ABSTRACT 52 IN THE RITSON MORRIS SURVEY, HARRIS COUNTY TEXAS, LOCATED BETWEEN WEST REPSDORPH ROAD TO THE WEST, HUCKLEBERRY FINN COVE TO THE EAST, LOT 1 REPSDORPH PARTITION TO THE SOUTH AND PEBBLE BROOK DRIVE TO THE NORTH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A,” FROM “C-2,” MEDIUM COMMERCIAL DISTRICT, TO PLANNED UNIT DEVELOPMENT, “PUD;” FOR A USE OF A SENIORS ONLY COMPLEX CONSISTING OF 259 MULTI-FAMILY LIVING UNITS; PROVIDING FOR AN AMENDMENT OF THE CITY’S OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

WHEREAS, the applicant, WMF Investments, Inc., (“Applicant”) and owners CL Repsdorph, LLC; Jack Hornsby, Jr.; James Hussion, Jr.; and Charles and Jan Bosone (“Owners”), (collectively “Applicants”) acting by and through its duly authorized representatives have requested rezoning of property consisting of approximately 11.7127 acres of land, comprising Tract 1 - 0.2327 acres, H.C.C.F. No. 20070629538, remainder of 0.2248 Acres; Tract 2a - 1.2 acres, H.C.C.F. No. T539938, remainder of 1.16 acres; Tract 2b - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16 Acres; Tract 3 - 3.360 acres H.C.C.F. No. U067284, remainder 3.244 Acres; and Tract 4 - 5.72 acres out of 10.501 acres, H.C.C.F. No. P969328, Repsdorph Partition, Abstract 52 in the Ritson Morris Survey, Harris County Texas, located between Repsdorph Road to the west, Huckleberry Finn Cove to the East, Lot 1 Repsdorph partition to the south and Pebble Brook Drive to the north, being more particularly described by metes and bounds in Exhibit “A”, which is incorporated by reference for all purposes, (“Property”), the same to be a Planned Unit Development, (“PUD”) for a seniors only living community, to be referred to as the “Chesapeake Bay Seniors Living Complex; and

WHEREAS, Applicants have filed an application to rezone the Property from “C-2” (Medium commercial district) to “PUD” and have submitted a development plan providing for housing for senior adults in a 259 unit multifamily development as further depicted in site

Ordinance No. 2015-11
Page 2

47 PUD plan (“Plan”), referenced herein as Exhibit “B” which is attached hereto as a part of
48 this Ordinance; and

49
50 **WHEREAS**, the City desires to address the need for housing for all segments of the
51 population; and

52
53 **WHEREAS**, the senior citizen population in the City and region is projected to
54 increase substantially in the coming decades; and

55
56 **WHEREAS**, the City recognizes a current need for communities for senior adults
57 inside the city; and

58
59 **WHEREAS**, the City requires the owner to develop procedures for routinely
60 determining the occupancy of each unit, including at a minimum the identification of whether
61 at least one permitted occupant of each unit is 55 years of age or older; with such procedures
62 as may be part of a normal leasing or purchasing agreement; and

63
64 **WHEREAS**, it is the intent of the City and the Owner of the housing facility to fully
65 comply with the rules made by the Secretary of the United States Department of Housing and
66 Urban Development pursuant to 24 C.F.R. part 100 (“Housing for Older Persons Act of
67 1995” for verification of occupancy and otherwise to comply with law; and

68
69 **WHEREAS**, it is a goal of the City to promote the development of housing designed
70 to meet the special needs of older persons/senior adults; and

71
72 **WHEREAS**, the Seabrook Planning and Zoning Commission and the City Council
73 conducted a public hearing to consider approval of the preliminary plan for PUD designation
74 submitted by Applicant, with the Planning and Zoning Commission filing a report
75 recommending approval on March 17, 2015, which was thereafter approved by City Council
76 on the same date in accordance with the Seabrook Code of Ordinances (“Code”), Appendix
77 A, Section 4.10.06; and

78
79 **WHEREAS**, the Seabrook Planning and Zoning Commission and the City Council
80 conducted a special joint meeting to hear a presentation on the final PUD plan submitted by
81 Applicants, (see Exhibit “B”), with the Planning and Zoning Commission filing a report
82 recommending approval on April 7, 2015, which was thereafter addressed by City Council
83 on the same date in accordance with the Code, Appendix “A”, Section 4.10.06; and

84
85 **WHEREAS**, the subject hearings were duly called as provided by the laws of the
86 State of Texas and Appendix “A” of the Code of Ordinances of the City, and that in such
87 hearing all persons attending were allowed to be heard on the question of whether or not to
88 rezone the Property from C-2 to PUD, as requested, and depicted in the site PUD Plan,
89 Exhibit “B”, to determine whether such rezoning would affect the health, safety,
90 convenience, or general welfare of the citizens of Seabrook, and whether or not such change
91 in zoning would violate the rights of any interested person; and

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Page 3

92 **WHEREAS**, all public notices have been published, mailed and provided in
93 accordance with statute and Appendix “A” of the City Code of Ordinances (Zoning Code);
94 and

95
96 **WHEREAS**, as a result of the said public hearings and the recommendation of the
97 Planning and Zoning Commission as contained in its final report, the City Council hereby
98 finds and determines that the proposed amendment to rezone the Property to PUD mixed
99 development in strict accordance with the submitted Plan as referenced in Exhibit “B” would
100 not be detrimental to the community, and is in conformance with the zoning ordinance and
101 comprehensive plan for development of the City;

102
103 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY**
104 **OF SEABROOK, STATE OF TEXAS:**

105
106 **SECTION 1. FINDINGS.**
107

108 The facts and matters set forth in the preamble of this Ordinance are hereby found to
109 be true and correct, it being understood that City Council is relying upon the express
110 representations of Applicant/Owners appearing in the documents submitted for final
111 approval, including the application for rezoning, oral representations made to the Planning
112 and Zoning Commission and City Council to induce approval of the rezoning made the
113 subject of this Ordinance, the final report from the Planning and Zoning Commission, the
114 minutes of Planning and Zoning/City Council, the property identification, (Exhibit “A”) and
115 Plan, (Exhibit “B”).

116
117 **SECTION 2. AMENDMENT TO THE SEABROOK CITY CODE AND TO**
118 **THE OFFICIAL ZONING MAP.**
119

120 The Seabrook City Code of Ordinances, Appendix A, “Comprehensive Zoning”,
121 Article 2, “Administration”, Section 2.05, “Official Zoning Map” is hereby amended by
122 rezoning the Property from C-2 to PUD *strictly conditioned upon full and complete*
123 *compliance with the approved PUD Plan, the regulations, restrictions, and conditions*
124 hereinafter set forth in “Exhibit B”, which is attached hereto and made a part of this
125 Ordinance, for the subject 11.7127 acres of land, comprising Tract 1 - 0.2327 acres, H.C.C.F.
126 No. 20070629538, remainder of 0.2248 Acres; Tract 2a - 1.2 acres, H.C.C.F. No. T539938,
127 remainder of 1.16 acres; Tract 2b - 1.2 Acres, H.C.C.F. No. T539938, remainder of 1.16
128 Acres; Tract 3 - 3.360 acres H.C.C.F. No. U067284, remainder 3.244 Acres; and Tract 4 -
129 5.72 acres out of 10.501 acres, H.C.C.F. No. P969328, Repsdorph Partition, Abstract 52 in
130 the Ritson Morris Survey, Harris County Texas, located between Repsdorph Road to the
131 west, Huckleberry Finn Cove to the East, Lot 1 Repsdorph partition to the south and Pebble
132 Brook Drive to the north, being more particularly described by metes and bounds in Exhibit
133 “A” which is attached hereto and made a part of this Ordinance for all purposes.

SECTION 3. AMENDMENT OF ZONING MAP

The Official Zoning Map of the City of Seabrook shall be revised and amended to show the designation of the Property, as described and as provided in Section 2 above, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, "Criminal Enforcement" which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense. Additionally, should the subject PUD project fail to meet the schedule as approved herein, or otherwise fail to comply with this Ordinance, the PUD Plan, the PUD classification and all related permits shall be immediately terminated, and the Property shall return to the zoning that existed immediately prior to the PUD as conditionally approved by this Ordinance.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Seabrook, save and except the change in zoning classification and specific uses/structures approved in the Plan, as provided herein.

SECTION 6. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 7. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

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Page 5

PASSED AND APPROVED on first reading this 7th day of April, 2015.

PASSED, APPROVED, AND ADOPTED on second and final reading this 21st day of April, 2015.

By: _____
Glenn R. Royal
Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
Steven L. Weathered
City Attorney

Exhibit “A” to Ordinance No. 2015-XX

The Property – Metes & Bounds
11.7127 acres

“Exhibit B” to Ordinance No. 2015-XX

1. Application for PUD
2. Planned Unit Development Plan (on file with City Secretary)



Application for Land Development Permit

****Incomplete applications cannot be processed****

- ☐ Zoning Change/PUD ☐ Text Change ☐ Zoning Variance ☐ Administrative Appeal
☐ Conditional Use Permit ☐ Subdivision Plat ☐ Preliminary ☐ Final ☐ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: Wm Friedrichs, Jr E-Mail: wmfinvestments@gmail.com
Address: 16265 DIAM 10. Ste 200 Fax #: 281 480-3128
City: Houston State: TX ZIP: 77058 Phone: _____

Applicant is ☐ Owner of property ☐ Agent for Owner ☐ Agent for Purchaser ☒ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.
* see attached

Owner(s): _____ Signature: _____
Date: _____ Signature: _____

Owner(s) Mailing address(es):

Name: _____ Phone #: _____
Address: _____ Name: _____
City: _____ Address: _____
State: _____ Zip _____ City: _____
State: _____ Zip _____

PROPERTY INFORMATION See Attached Survey

Property Address: A tract of land in Reisdorph Partition Subdiv. Abstract # 52
Legal Description: Lot _____ Block _____

Addition _____

(You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: C2 (Available from Building Department)

Current Use of Property: Vacant (Be specific)

Number of existing Driveways: 0

General Dimensions of Property: Width: 17.77' Depth: 580' Land Area: 10,000 +/- Sq. Feet: _____ Acres: 0.2248

Adjoining Uses: North _____ South _____
East _____ West _____
Adjacent Streets: North _____ South _____
East _____ West _____

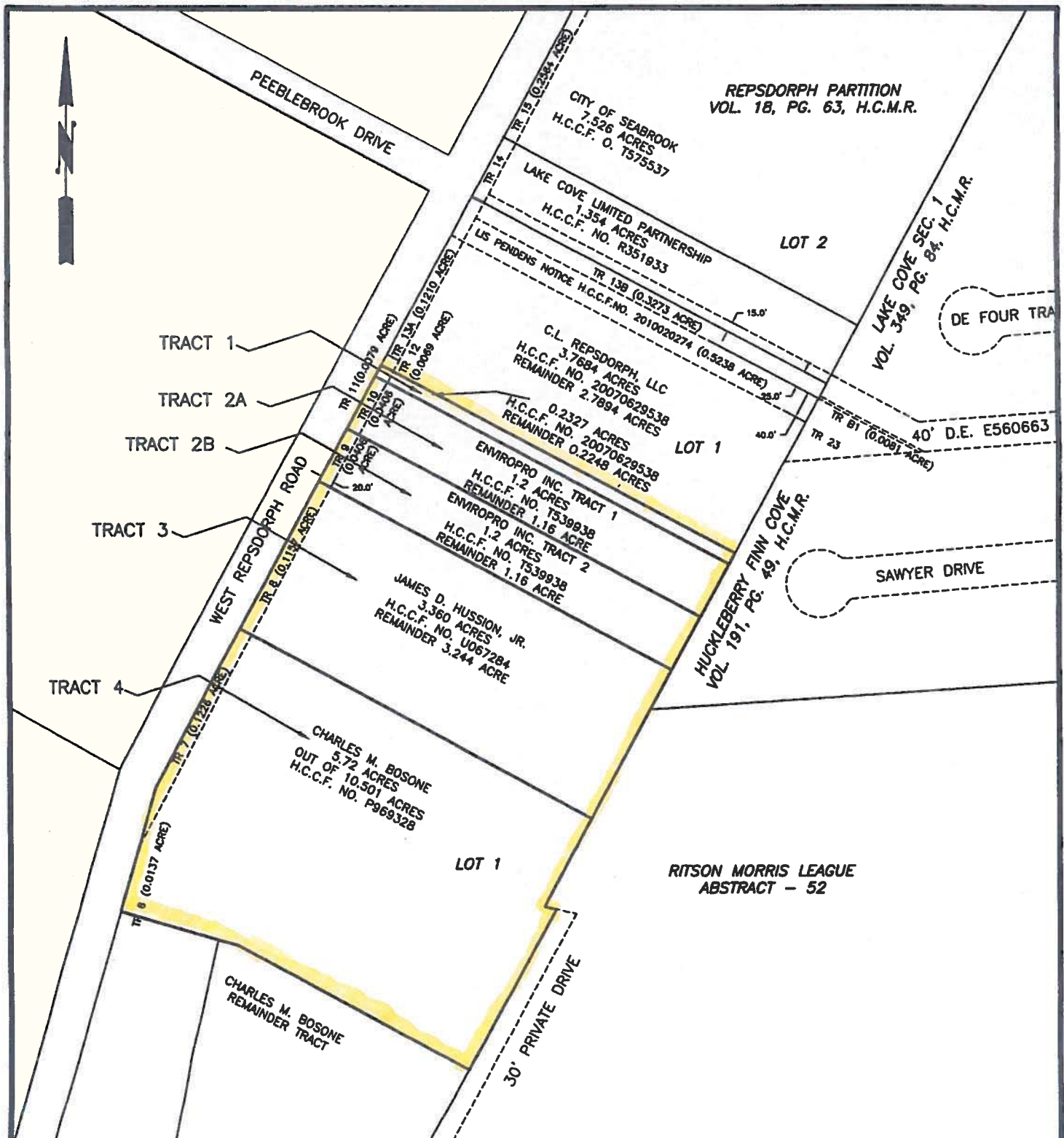
Is the property served with: City Water? ☒ Yes ☐ No City Sewer? ☐ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: Wm Friedrichs Date: 2-28-15

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**



NOTES:
1) NOT A BOUNDARY SURVEY - DESCRIPTION
FOR CITY OF SEABROOK ZONING CHANGE
REQUEST ONLY.



2805 25th Avenue North
Texas City, TX 77591
Tel: (409) 938-8700 Fax (866) 678-7685
Texas Firm Reg. No. 100340-00

EXHIBIT "A"
CITY OF SEABROOK ZONING
CHANGE REQUEST PLAT

11.77 ACRES OUT OF LOT NO. 1
REPSDORPH PARTITION AS PER THE
MAP OR PLAT THEREOF RECORDED IN
VOLUME 18 PAGE 63 OF THE HARRIS
COUNTY MAP RECORDS IN THE RITSON
MORRIS LEAGUE A-52
HARRIS COUNTY, TEXAS
Jan. 28, 2015
Proj. No. 2346



Attachment 12, Item # 5.3
Page 2 of 12
This is for the 17.17 foot tract that goes with
the 3.76 acre Clearcreek tract that makes up
4.02 acre

EXHIBIT A

ROBERT DELMONTEQUE; ESTATE OF

SCHLANGER, SILVER, BARG & PAINE, L.L.P., a Texas limited liability partnership.
successor of SCHLANGER, COOK, COHN & MILLS;

CLAYTON L. COOKE, TRUSTEE OF THE CLAYTON L. COOKE ARTICLE V TRUST
CREATED IN THE WILLIAM F. COOKE, JR., AND DOROTHY EVANS COOKE
RESIDUARY TRUST CREATED U/T/A DATED APRIL 13, 1989;

JEANNE COOKE SIMPSON, TRUSTEE OF THE JEANNE COOKE SIMPSON ARTICLE V
TRUST CREATED IN THE WILLIAM F. COOKE, JR., AND DOROTHY EVANS COOKE
RESIDUARY TRUST CREATED U/T/A DATED APRIL 13, 1989;

KAPLAN COMMUNITY PROPERTY PARTNERSHIP, a Texas general partnership

c/o

DWAYNE CLACK, MANAGER

Lee D. Schlanger, P.C. | Partner

Schlanger Silver Barg & Paine, LLP

109 N. Post Oak Lane, Suite 300 | Houston, Texas | 77024-7755
Direct: 713.735.8530 | Fax: 713.785-2091 | Main: 713.785.1700

W.M.S.

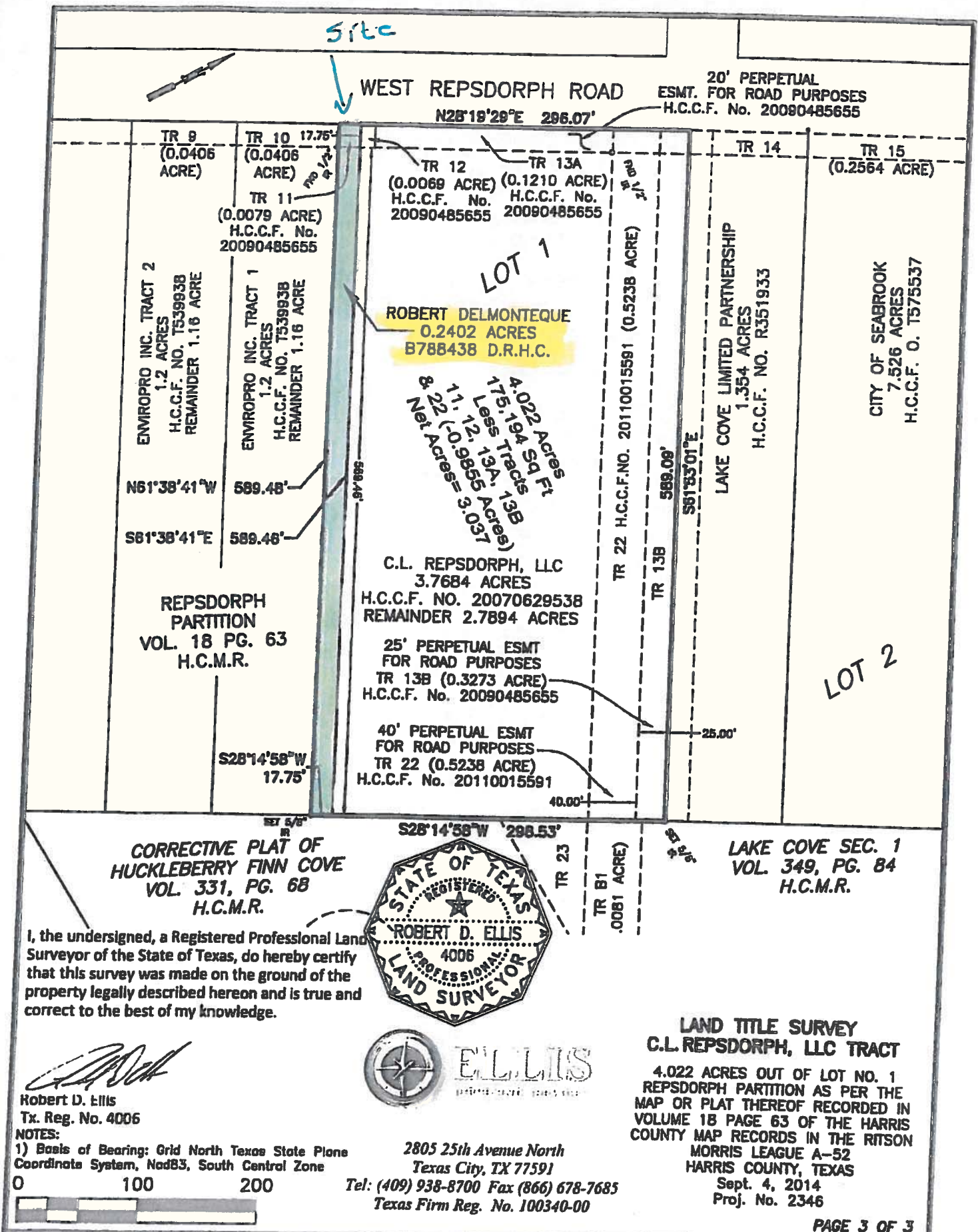


Exhibit "A"

A tract or parcel of land in the REPSDORPH PARTITION SUBDIVISION located in the Ritson Morris League, Abstract No. 52, in Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 18, Page 63, of the Map Records of Harris County, Texas, and being that same tract of land conveyed to Isabell Gerhart, Inc., to Herb Handley, W. F. Cook, Jr., Leo Kaplan, and Robert Delmonteque, by Deed dated December 31, 1968, recorded in Volume 7477, Page 378, of the Deed Records of Harris County, Texas, and said tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod at the Northeast corner of Farm Lot No 1 of the Repsdorph Partition in the Ritson Morris Survey in Harris County, Texas, as shown by plat of said partition recorded in Volume 18, Page 63, Harris County Map Records, being 2865.8 feet South 31 Deg. 05 Min. West of the 4 inch x 4 inch marble monument located at the Northeast corner of the Repsdorph 144.82 acre tract;

THENCE continuing South 31 Deg. 05 Min. West, 278.1466 feet along a fence to a point in the East line of the Repsdorph Farm Lot No. 1, said point being the Southeast corner of the Northerly or Northeasterly 278.1466 feet conveyed by E. Norwin Gerhard to Robert Delmonteque, et al, by Deed dated October 15, 1963, and the **BEGINNING POINT** for the property herein described;

THENCE North 58 Deg. 55 Min. West, 590.48 feet along the South line of the tract heretofore conveyed by E. Norwin Gerhard to Robert Delmonteque, et al, to a point in the West line of said Repsdorph Partition;

THENCE South 31 Deg. 05 Min. West, along the West line of Farm Lot No. 1 and the East right-of-way of Repsdorph Drive, 17.1734 feet, more or less, to the Northwest corner of the 1.2 acre tract of land conveyed by Grantor to George W. Shows;

THENCE South 58 Deg. 55 Min. East, 590.48 feet along the North line of the 1.2 acres conveyed to George W. Shows, to an iron rod in the East line of Farm Lot No. 1;

THENCE North 31 Deg. 05 Min. East, along the East line of Farm Lot No. 1, 17.1734 feet, more or less, to the **POINT OF BEGINNING**.

ENVIRUATO

SEABROOK

Application for Land Development Permit

****Incomplete applications cannot be processed****

☒ Zoning Change/PUD	☐ Text Change	☐ Zoning Variance	☐ Administrative Appeal
☐ Conditional Use Permit	☐ Subdivision Plat	☐ Preliminary	☐ Final
☐ Amending			

APPLICANT INFORMATION Check appropriate box(es)

Name: WM Friedrichs, Jr. E-Mail: wmfinvestments@gmail.com
Address: 110815 Diana Ln. #700 Fax #: 281-482-3128
City: Houston Phone: 281-480-5065
State: TEXAS ZIP: 77058

Applicant is ☐ Owner of property ☐ Agent for Owner ☐ Agent for Purchaser ☒ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.

Owner(s): Jack Hornsby, Jr. Signature: Jack Hornsby
Date: 9-7-14 Signature:
Digitally signed by Jack Hornsby, Jr.
DN: cn=Jack Hornsby, o=SEA
email=jackhornsby@seabrook.net, c=US
Date: 2014.09.29 16:37:41 -0500

Owner(s) Mailing address(es):
Name: Jack Hornsby, Jr. Phone #:
Address: 406 Lakeshore Dr. Name:
City: EL PASO Address:
State: TEXAS Zip: 75106 City:
State: Zip:

PROPERTY INFORMATION See Attached Survey

Property Address: Repsdorff Tract 1+2^A HCCF No. T539938
Legal Description: Lot Block See Zoning Map Attached
Addition
(You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: C-2 (Available from Building Department)
Current Use of Property: Vacant (Be specific)
Number of existing Driveways: 1
General Dimensions of Property: Width: Depth: Land Area: Sq. Feet: Acres: 2.32 Net
Adjoining Uses: North South 2.4 Gross
East West
Adjacent Streets: North South
East West

Is the property served with: City Water? ☐ Yes ☐ No City Sewer? ☐ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: W.M. Friedrichs, Jr. Date: 9-28-15

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

TRACT 2A
EXHIBIT "A"

523-83-1312

1.2 acres, more or less, out of Farm Lot No. 1, Repsdorph Tract is described in Harris County Map Records, Volume 18, Page 63 described by metes and bounds as follows:

COMMENCING at a point rod at the Northeast corner of Farm Lot No. 1 as described in Volume 18, Page 63 of the Harris County Map Records, same being 2865.8 feet South 31° 05 Min. West of a point located on the Northeast corner of the Repsdorph 144.82 acre tract;

THENCE continuing South 31° 05 Min. West, 295.32 feet along a fence to a 1/2 inch iron rod found marking the PLACE OF BEGINNING of the herein described;

THENCE North 58° 55 Min. West, along the Southwest line of a 3.77 acre tract as described in Volume 5317, Page 206 HCDR a distance of 590.01 feet to a 1/2 inch iron rod found in the West line of Farm Lot No. 1 and the East Right-of-way line of Repsdorph Drive;

THENCE South 31° 05 Min. West, 58.60 feet along the East right-of-way line of Repsdorph Drive to a 1/2 inch iron rod found for Southwest corner;

THENCE South 58° 55 Min. East along the Northeast line of a 1.2 acre tract as described in HCCPN L190475 a distance of 590.01 feet to a 1/2 inch iron rod found in the East line of Farm Lot No. 1 for Southeast corner;

THENCE North 31° 05 Min. East, along the Northwest line of Huckleberry Finn Cove Subdivision recorded in Volume 331, Page 68 HCDR, a distance of 88.60 feet to the PLACE OF BEGINNING and containing 1.2 acres of land.

NOTED FOR RECORD BY THE CLERK OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON FEBRUARY 10, 1999, AT 1:51 PM. THE STATE OF TEXAS } COUNTY OF HARRIS } I hereby certify that this instrument was filed in the County Clerk's Office, Harris County, Texas, on the date and at the time indicated above by the County Clerk, and is the Official Public Record of said Property of this County, Texas.

FEB 10 1999



Katherine M. Ferguson
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
99 FEB 10 PM 1:51
CLERK
HARRIS COUNTY TEXAS

TRACT 2B
EXHIBIT "A"

523-83-1325

1.2 acres of land, more or less, out of Farm Lot No. 1, Repsdorph Tract as described in Harris County Map Records, Volume 18, Page 63, and being more particularly described by metes and bounds as follows:

COMMENCING at an point on the Northeast corner of Farm Lot. 1 as described in Volume 18, Page 63, of the Map Records of Harris County, Texas, same being 865.8 feet South $31^{\circ} 05'$ Min. West of the point located on the Northeast corner of Repsdorph 14.82 acre tract:

THENCE continuing South $31^{\circ} 05'$ Min. West, 363.92 feet along a fence to a 1/2 inch iron rod found marking the PLACE OF BEGINNING of the tract herein described;

THENCE North $58^{\circ} 55'$ Min. West, along the Southwest line of a 1.2 acre tract as described in HCCFN C490970 a distance of 590.01 feet to a 1/2 inch iron rod found in the Northwest line of Farm Lot No. 1 and the East right-of-way line of Repsdorph Drive (60' R.O.W.);

THENCE South $31^{\circ} 05'$ Min. West, a distance of 88.60 feet along the East right-of-way line of Repsdorph Drive to a 1/2 inch iron rod found for Southwest corner;

THENCE South $58^{\circ} 55'$ Min. East, along the Northeast line of a 3.355 acre tract as described in HCCFN S621969 a distance of 590.01 feet to a 1/2 inch iron rod found in the East line of Farm Lot No. 1 for Southeast corner;

THENCE North $31^{\circ} 05'$ Min. East, along the Northwest line of a Huckdeberry Fian Cove Subdivision, recorded in Volume 331, Page 68 HCCMR a distance of 88.60 feet to the PLACE OF BEGINNING and containing 1.2 acres of land, more or less.

NOTICE: THE INSTRUMENT IS THE PROPERTY OF THE CLERK OF THE COUNTY OF HARRIS, TEXAS. IT IS TO BE KEPT IN THE OFFICE OF THE CLERK OF THE COUNTY OF HARRIS, TEXAS. IT IS TO BE KEPT IN THE OFFICE OF THE CLERK OF THE COUNTY OF HARRIS, TEXAS. IT IS TO BE KEPT IN THE OFFICE OF THE CLERK OF THE COUNTY OF HARRIS, TEXAS.

FEB 11 1999



William J. Taylor
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDING'S INFORMATION
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARELESS
PHOTO COPY, DISCOLORED PAPER, ETC.

SEABROOK

Houston

Application for Land Development Permit

****Incomplete applications cannot be processed****

- ☒ Zoning Change / PUD ☐ Text Change ☐ Zoning Variance ☐ Administrative Appeal
☐ Conditional Use Permit ☐ Subdivision Plat ☐ Preliminary ☐ Final ☐ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: John Friedrichs Jr. E-Mail: johnfj@westmont.com
Address: 11645 Diana Ln #200 Fax #: 281-450-3129
City: Houston Phone: 281-450-5665
State: TX ZIP: 77055

Applicant is ☐ Owner of property ☐ Agent for Owner ☐ Agent for Purchaser ☒ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application

Owner(s): James D. Hussion, Jr. Signature: [Signature]
Date: _____

Owner(s) Mailing address(es):
Name: _____ Phone #: 713-301-1770
Address: 22112 Terrace Gate Lane Name: _____
City: Katy Address: _____
State: Texas Zip: 77450 City: _____
State: _____ Zip: _____

PROPERTY INFORMATION See Attached Survey

Property Address: Repsdorff / James Hussion 1KCF No. 0067253
Legal Description: Lot _____ Block _____ Addition _____
(You may attach Metes & Bounds description from your Deed if available)

Current Zoning Classification: C-2 (Available from Building Department)
Current Use of Property: Vacant (Be specific)
Number of existing Driveways: 1
General Dimensions of Property: Width: _____ Depth: _____ Land Area: _____ Sq Feet: _____ Acres: 3.244 NET
Adjoining Uses: North _____ South _____
East _____ West _____
Adjacent Streets: North _____ South _____
East _____ West _____

Is the property served with: City Water? ☐ Yes ☐ No City Sewer? ☐ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: [Signature] Date: 1-28-15

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

TRACT 3
EXHIBIT "A"

529 03 2955

A tract of land, being part of Lot One (1), of the Repedorph Partition in the Risson Harris Survey, Abstract 82, in Harris County, Texas, according to the map thereof, recorded in Volume 18, Page 63, Map Records, Harris County, Texas, and being more particularly described by notes and bounds as follows:

COMMENCING at a concrete monument set in the East line of Repedorph Road, based on a width of 60 feet, said point being the Northwest corner of Lot One (1), of the Repedorph Partition;

THENCE South 31 deg 08 min West along the East line of Repedorph Road, 480.89 feet to a 1/2 inch iron rod for the Point of Beginning;

THENCE South 31 deg 08 min West along the East line of Repedorph, 247.48 feet to a 1/2 inch iron rod for a corner;

THENCE South 88 deg 35 min East, 880.48 feet to a 1/2 inch iron rod for a corner;

THENCE North 31 deg 08 min East, 247.48 feet to a 1/2 inch iron rod for a corner;

THENCE North 88 deg 35 min West, 880.48 feet to the Point of Beginning and containing 146,131.99 square feet, or 3.3850 acres, more or less.



Application for Land Development Permit

Bosone

****Incomplete applications cannot be processed****

☒ Zoning Change/PUD	☐ Text Change	☐ Zoning Variance	☐ Administrative Appeal	
☐ Conditional Use Permit	☐ Subdivision Plat	☐ Preliminary	☐ Final	☐ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: Wm Friedrichs, Jr. E-Mail: wmfinvestments@gmail.com
Address: 10805 Diana Ln. #200 Fax #: 281-480-3128
City: Houston
State: Texas ZIP: 77058 Phone: 281-480-5665

Applicant is ☐ Owner of property ☐ Agent for Owner ☐ Agent for Purchaser ☒ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.

Owner(s): Charles + Jan Bosone Signature: Jan Bosone
Date: _____ Signature: _____

Owner(s) Mailing address(es):

Name: P.O. Phone #: 281-326-5305
Address: P.O. Box Seven Name: _____
City: Seabrook Address: _____
State: Texas Zip: 77586 City: _____
State: _____ Zip: _____

PROPERTY INFORMATION Tract (4)

Property Address: 2020 Repsdorff See Attached Survey
Legal Description: Tract 13 + 16 HCCF # P96 7328

Lot _____ Block _____
Addition _____

(You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: C-2 + C-3 (Available from Building Department)
Current Use of Property: Vacant (Be specific)

See Zoning map

Number of existing Driveways: 1

General Dimensions of Property: Width: _____ Depth: _____ Land Area: _____ Sq. Feet: _____ Acres: 2.72

Adjoining Uses: North _____ South _____
East _____ West _____
Adjacent Streets: North _____ South _____
East _____ West _____

Is the property served with: City Water? ☒ Yes ☐ No City Sewer? ☒ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: Wm. Friedrichs, Jr. Date: 1-28-14

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

**TRACT 4
CHARLES M. BOSONE
5.72 ACRE TRACT**

BEING a 5.72 acre tract out of the 10.501 acre tract described in conveyance to Charles M. Bosone recorded under Harris County Clerk's File No. P969328 being partially out of Lot 1 Repsdorph Partition according to the plat as recorded in Volume 18, Page 63 of the Harris County Map Records, said 5.72 acre parcel being more fully described by metes and bounds as follows;

BEGINNING at the southwest corner of said Lot 1 Repsdorph Partition being in the easterly right of way line of Repsdorph Road (based on 60' right of way);

THENCE N 28°19'29" E, along the said easterly right of way line of Repsdorph Road (60' right of way), a distance of 266.00 (called 267.08) feet to the north corner of the herein described tract, being the west corner of that certain tract conveyed to James D. Hussion, Jr., described in instrument recorded in H.C.C.F. No. U067284, being the northwest corner of Tract 7, H.C.C.F. No. 20090338410;

THENCE S 61°27'56" E, along and with the southwest line of said James D. Hussion, Jr. tract, being the northeast line of the herein described tract, at 20 feet passing a found 1/2 inch iron rod for the northeast corner of said Tract 7, H.C.C.F. No. 20090338410, and continuing for a total distance of 590.05 (called 590.12) feet to a set 5/8" iron rod in the northwest line of the Ritson Morris League, A-52, being the northeast corner of the herein described tract;

THENCE S 28°14'58" W, following said southeast line of said Lot 1 Repsdorph Partition, a distance of 147.65 feet to a set 5/8 inch iron rod for interior corner in the south line of said Lot 1 Repsdorph Partition, according to the plat as recorded in Volume 18, Page 63 of the Harris County Map Records;

THENCE S 76°58'12" E, along and with said south line of Lot 1 Repsdorph Partition a distance of 18.19 feet to a set 5/8 inch iron rod for corner;

THENCE S 29°08'56" W a distance of 270.02 feet to a 5/8" iron rod set for the south corner of the herein described tract;

THENCE N 61°30'20" W a distance of 385.77 feet to a point for corner;

THENCE N 73°47'42" W a distance of 182.55 feet to a point in the said east right of way line of Repsdorph Road;

THENCE N 16°18'06" W along and with said easterly right of way line of Repsdorph Road a distance of 190.37 feet to the POINT OF BEGINNING.

Basis of Bearing: Grid North Texas State Plane Coordinate System, NAD83, South Central Zone.

CHESAPEAKE BAY

A Luxury Seniors Community

Developed by
WMF INVESTMENTS



**MUCASEY
&
Associates**
Architects



CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

EXHIBIT B-2:

SITE PLAN

CHESAPEAKE BAY

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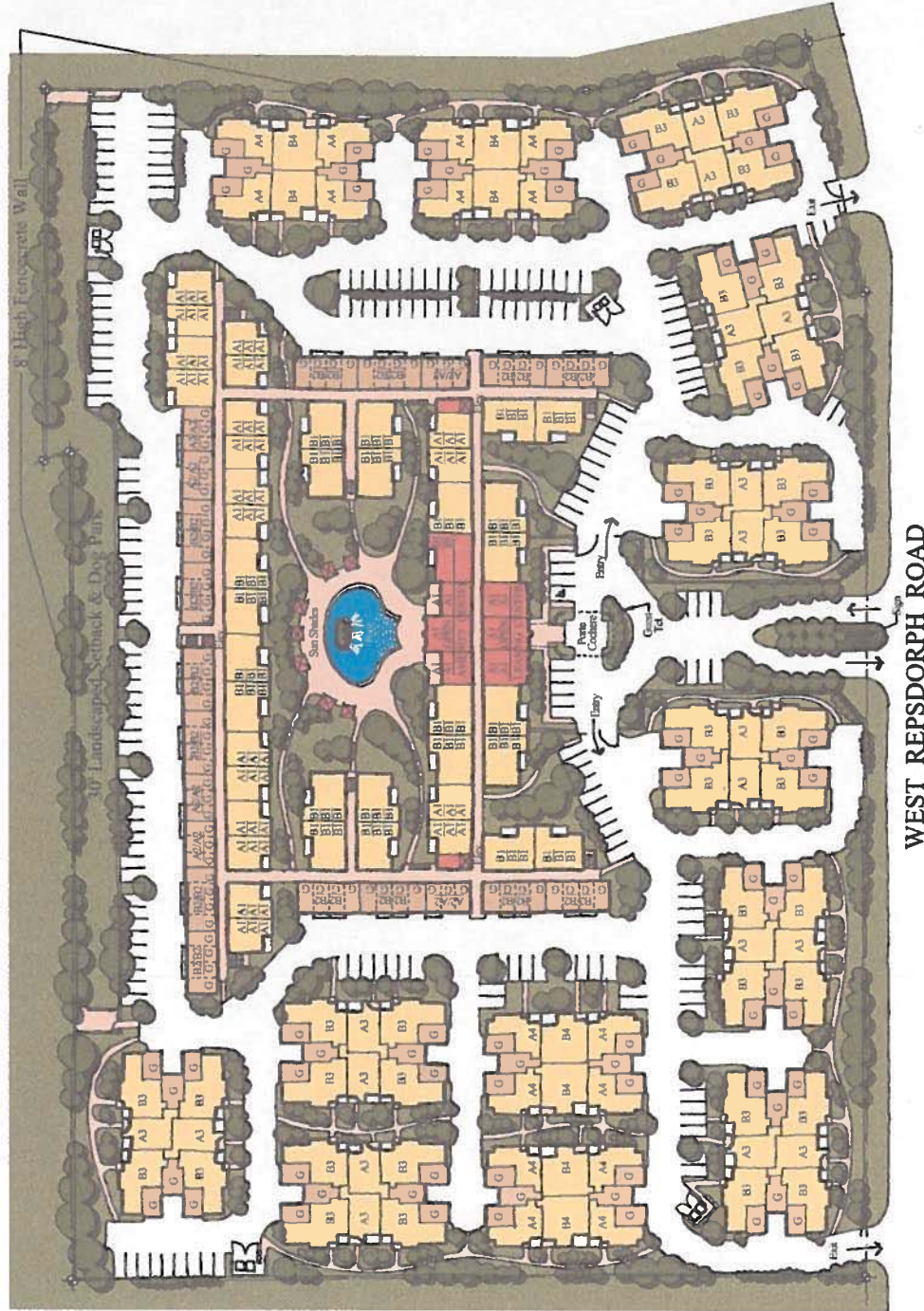
Developed by:
WMF INVESTMENTS



**MUCASEY
&
Associates**
Architects

PROJECT SUMMARY:

Apartment:	Type	Description	Qty.	Area
A1	One Bedroom, 1 Bath		70	729 s.f.
A2	One Bedroom, 1 Bath		12	746 s.f.
A3	One Bedroom, 1 Bath (Garage)		18	820 s.f.
A4	One Bedroom, 1 Bath (Garage)		16	791 s.f.
Total One Bedroom Units				116 Units
B1	Two Bedroom, 2 Bath		71	990 s.f.
B2	Two Bedroom, 2 Bath		28	1,042 s.f.
B3	Two Bedroom, 2 Bath (Garage)		36	1,098 s.f.
B4	Two Bedroom, 2 Bath (Garage)		8	1,115 s.f.
Total Two Bedroom Units				143 Units
Apartments Total				259 Units 234,472 s.f.
Parking Provided:				
Direct Attached Garages				78 cars
Breaceway Garages				74 cars
Open Parking				204 cars
Total Parking Provided				356 cars (1.37 cars/unit)



JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

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CHESAPEAKE BAY

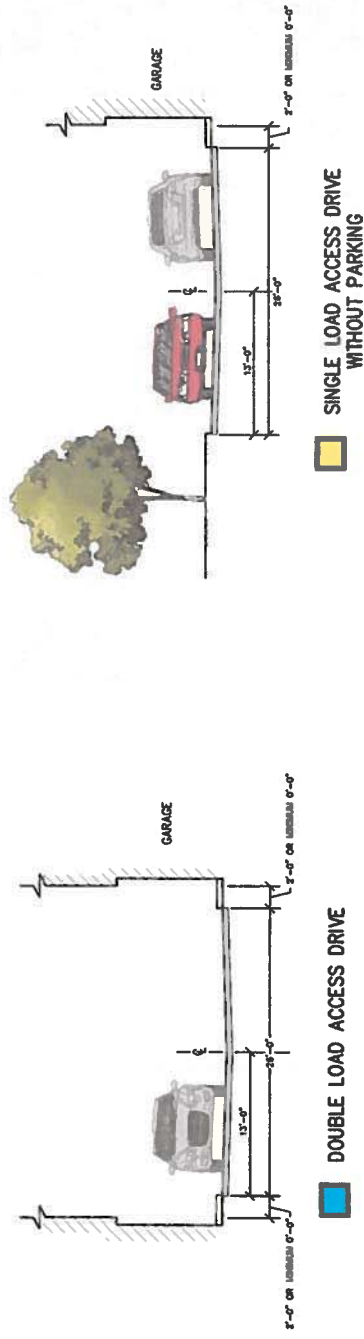
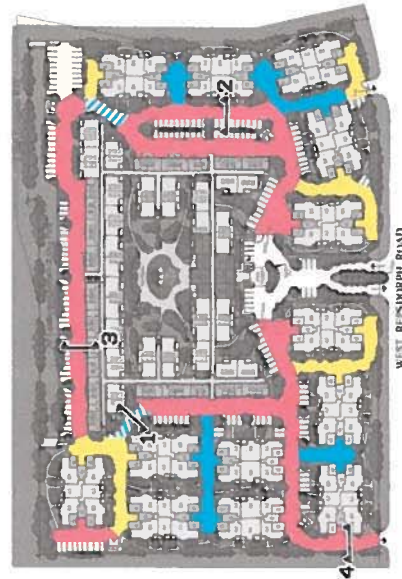
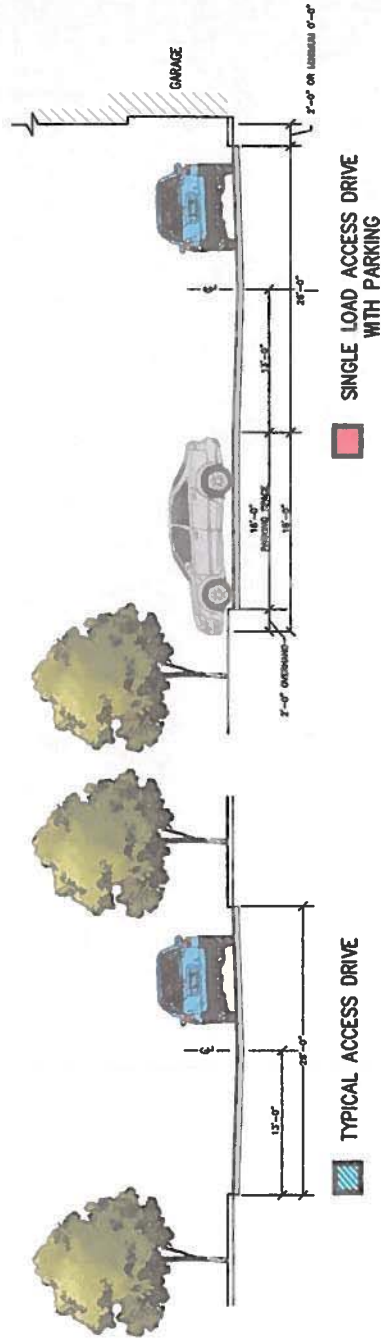
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EXHIBIT B-3: ACCESS DETAIL



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DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

EXHIBIT B-4:

PARKING LAYOUT

CHESAPEAKE BAY

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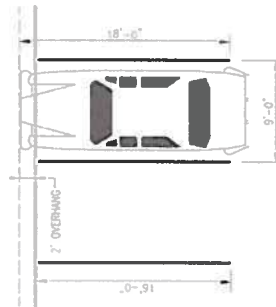


MUCASEY & Associates
Architects

PARKING SUMMARY

Attached Garages	78
Breezeway Garages	74
Open Parking	204
Total Parking	356

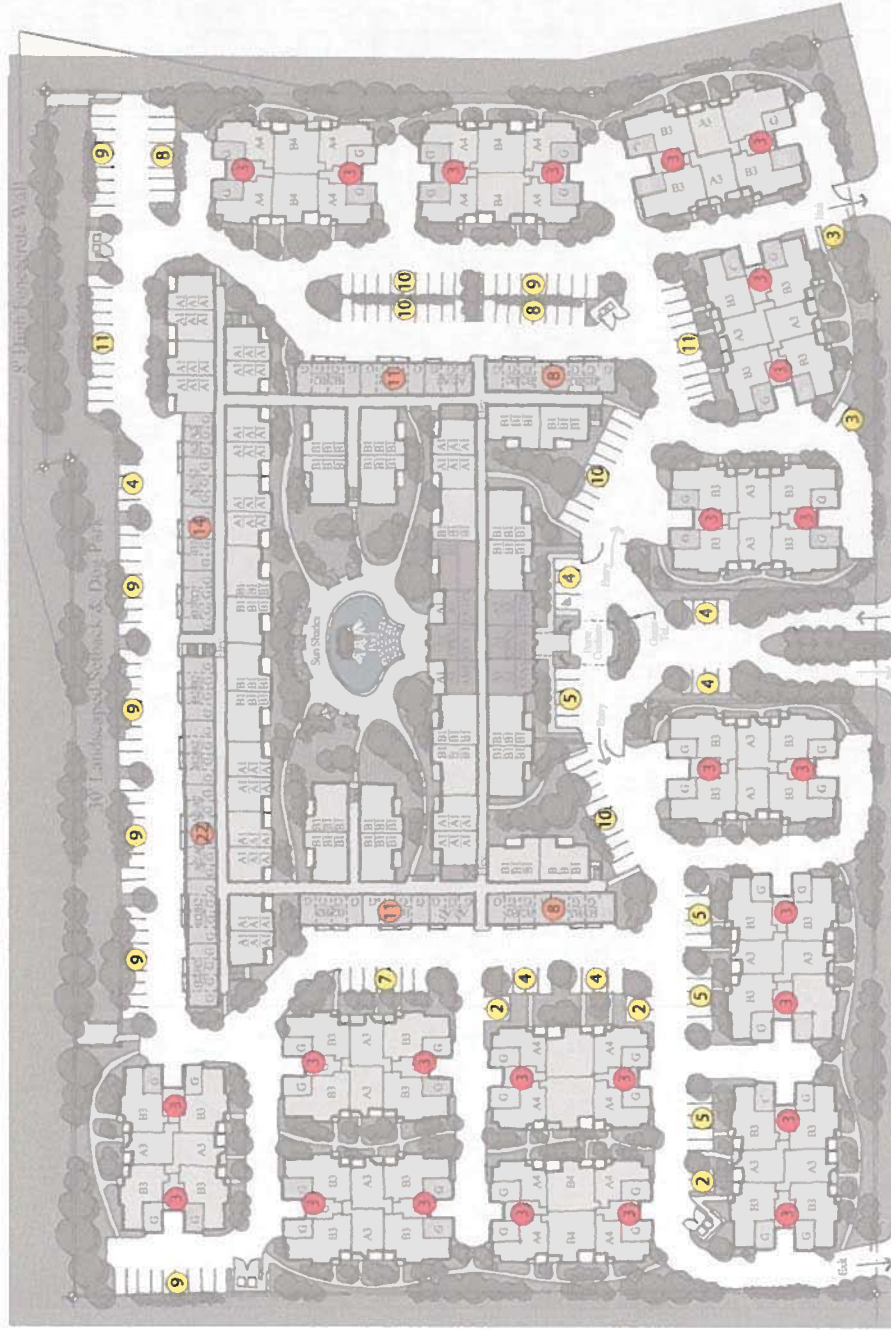
Minimum 1.37 Spaces/Unit



TYP. PARKING DETAIL

J.C. JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015



WEST REPSDORPH ROAD

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

EXHIBIT B-5:

OPEN SPACE

CHESAPEAKE BAY

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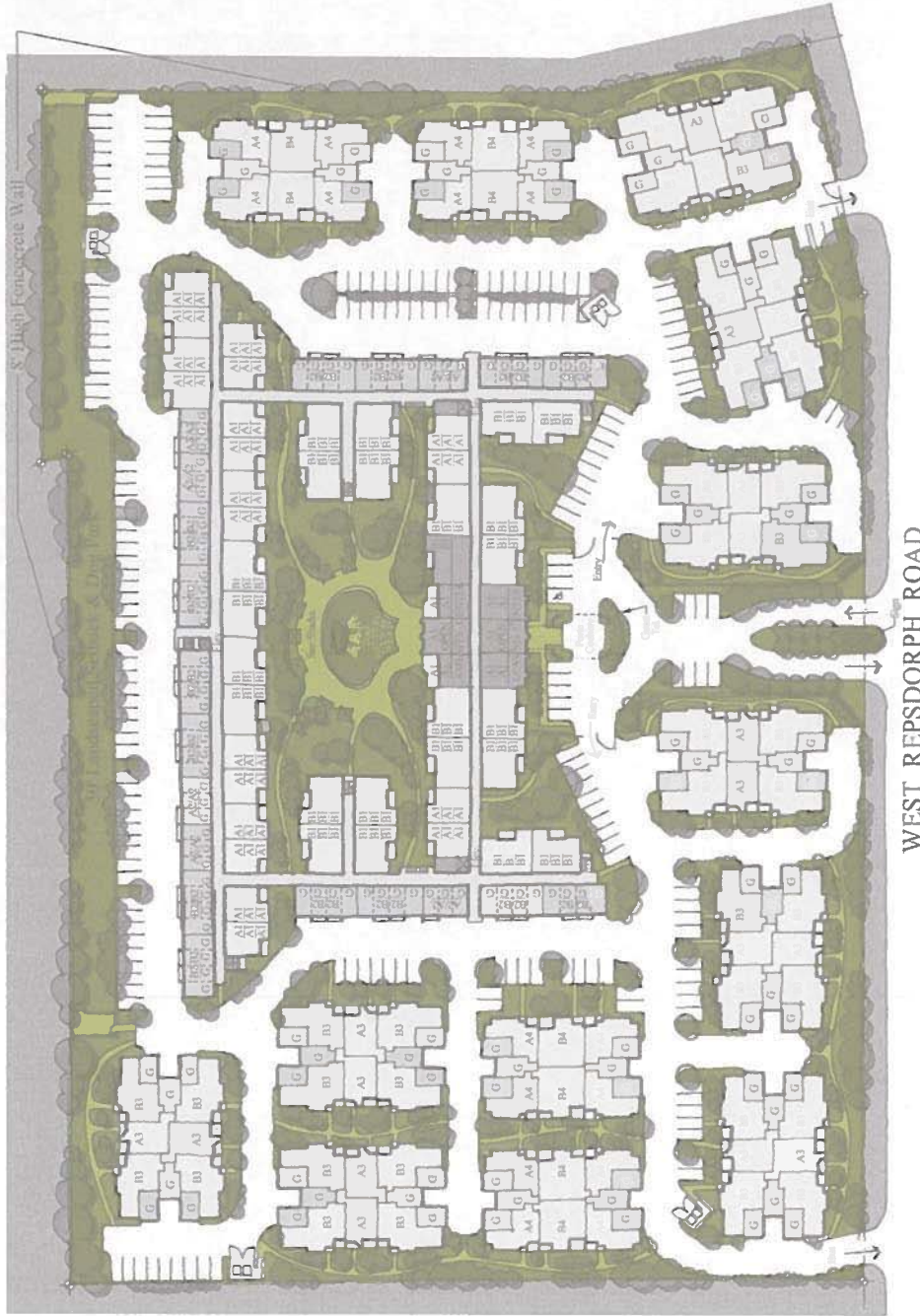


**MUCASEY
&
Associates**
Architects

OPEN SPACE SUMMARY

INDICATES OPEN SPACE
MINIMUM 20% OPEN SPACE

151,156 SF. PROVIDED
29% OF TOTAL SITE AREA



CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

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Associates**
Architects



EXHIBIT B-7a:

EXISTING UTILITIES

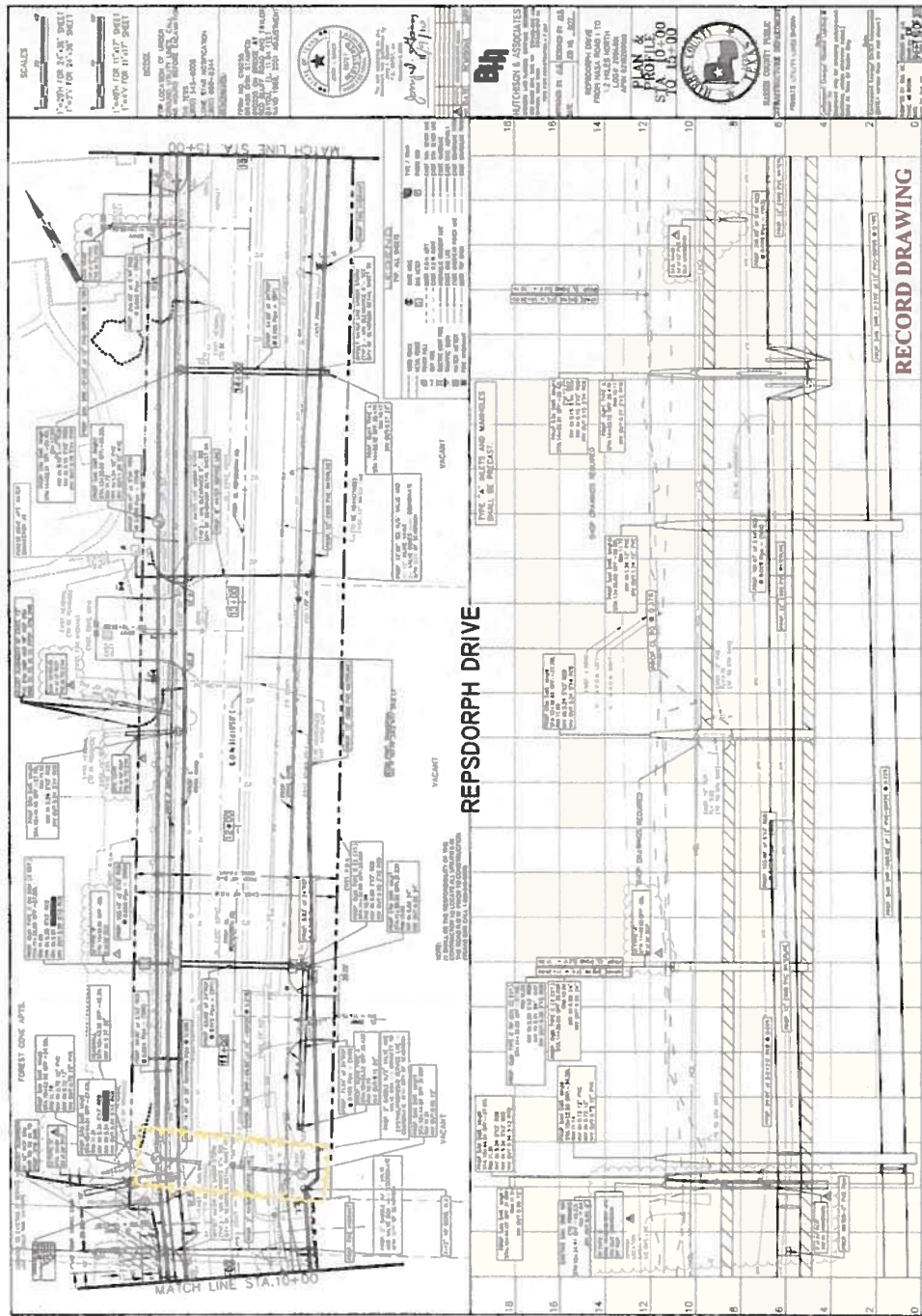
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DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

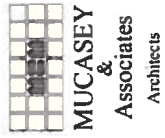
EXHIBIT B-7b:

EXISTING UTILITIES

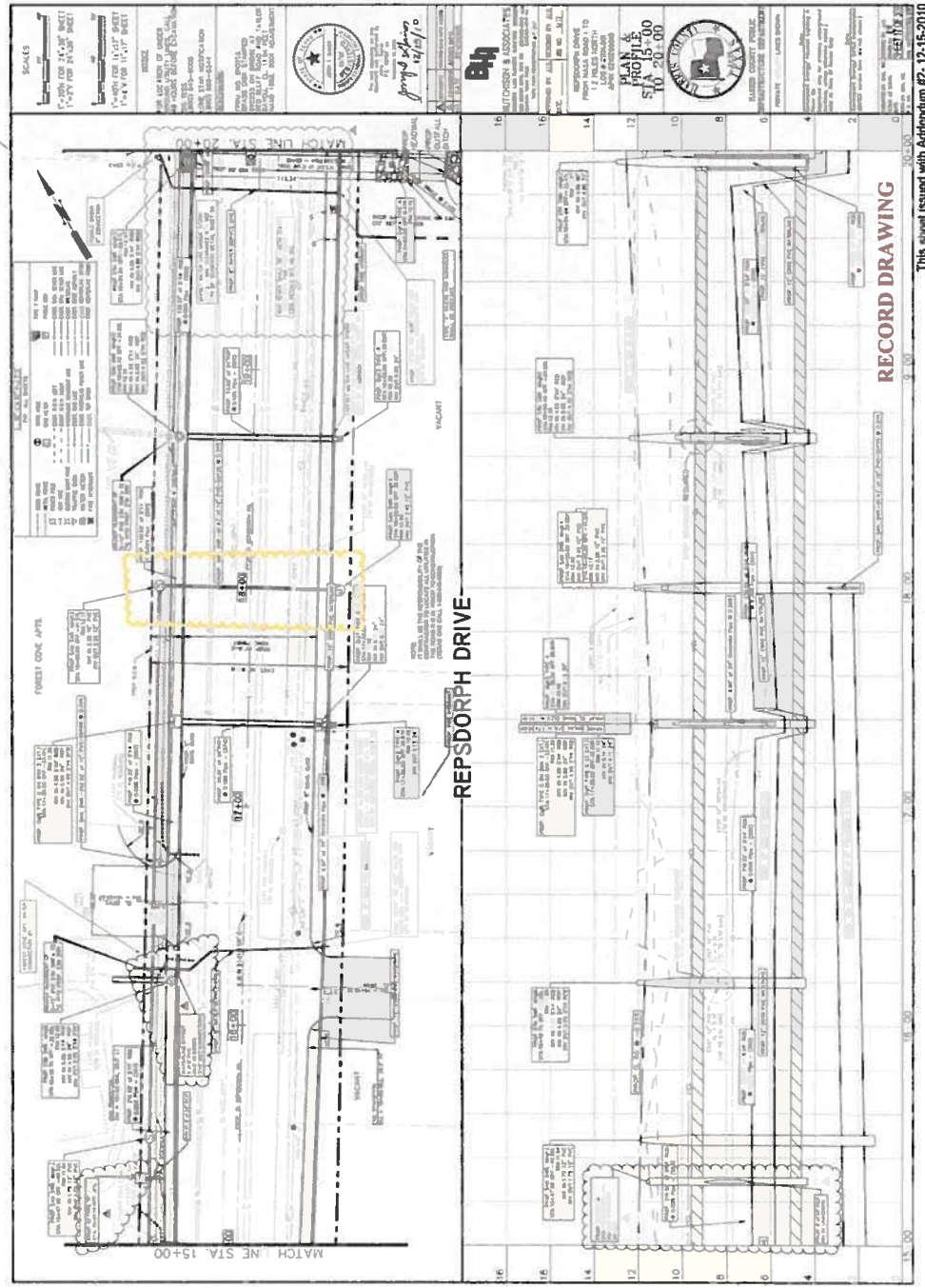
CHESAPEAKE BAY

A Luxury Seniors Community

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MUCASEY & Associates
Architects



CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

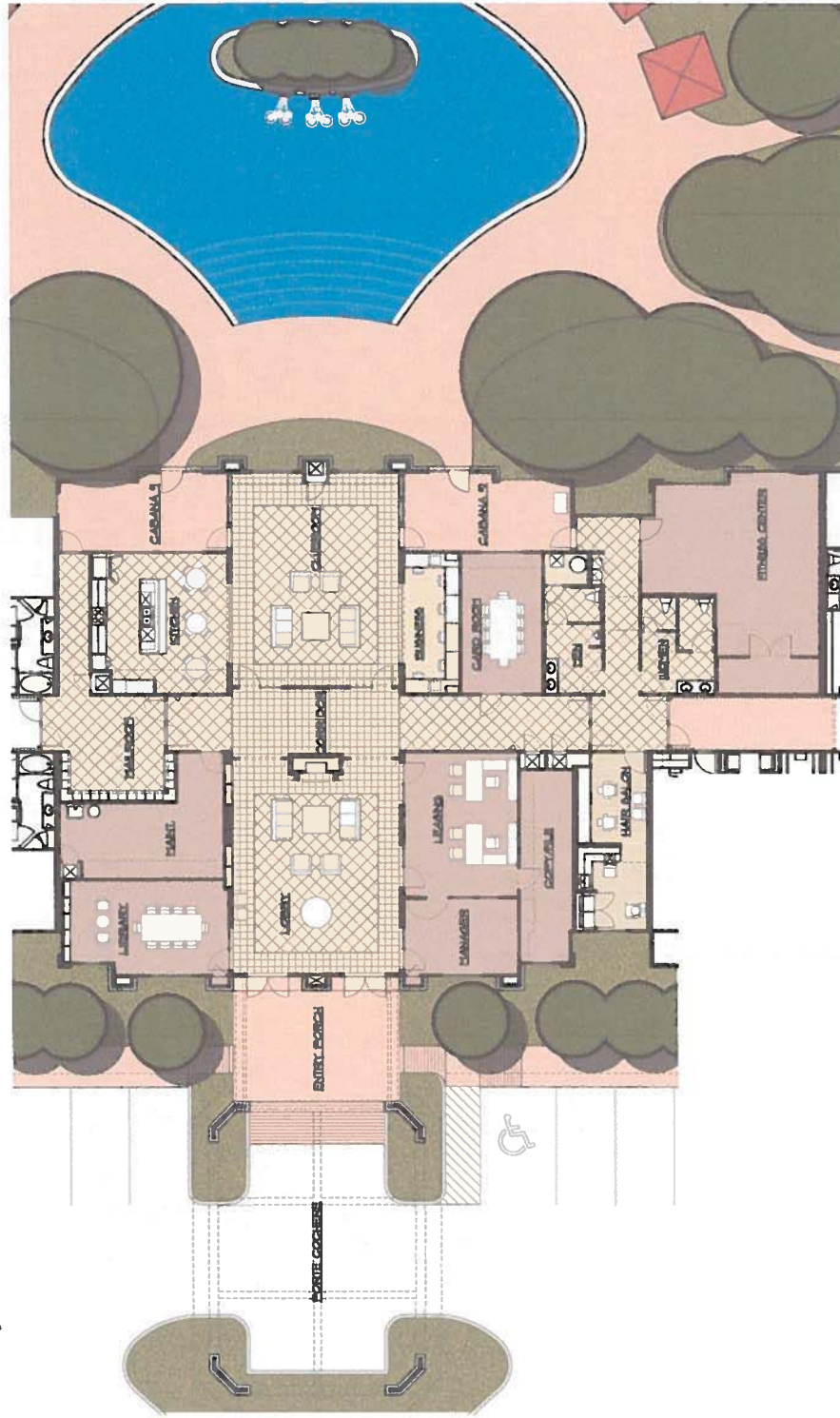
EXHIBIT B-8:

AMENITY CENTER PLAN

CHESAPEAKE BAY

A Luxury Seniors Community

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WMF INVESTMENTS



JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

EXHIBIT B-9:

BUILDING ELEVATIONS

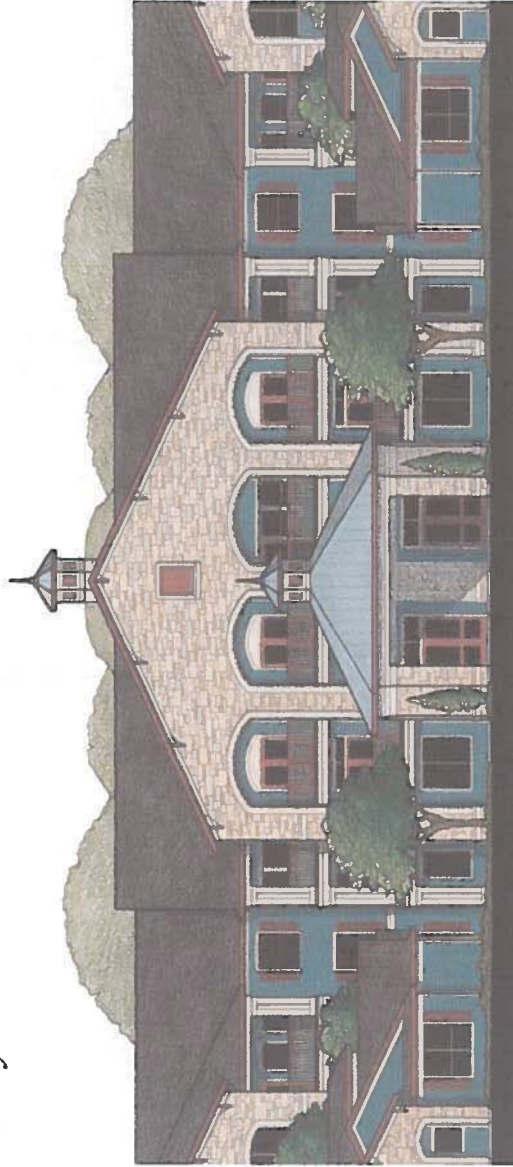
CHESAPEAKE BAY

A Luxury Seniors Community

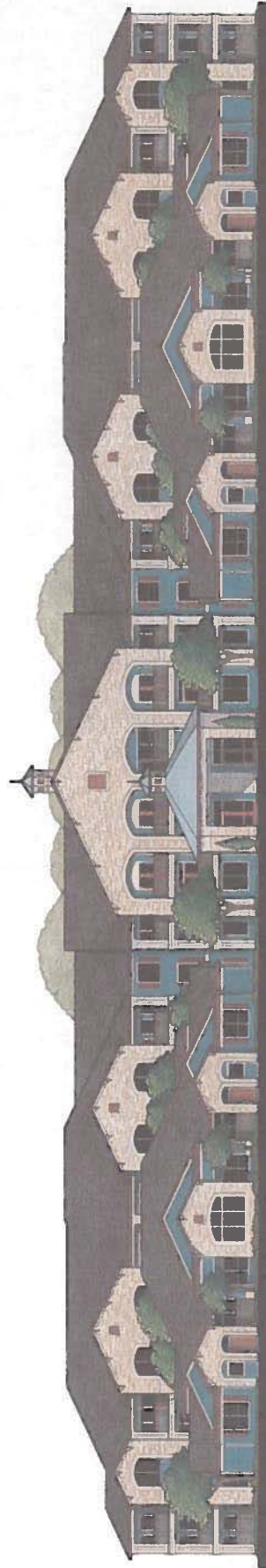
Developed by
WMF INVESTMENTS



**MUCASEY
&
Associates**
Architects



Amenity Center Detail



JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

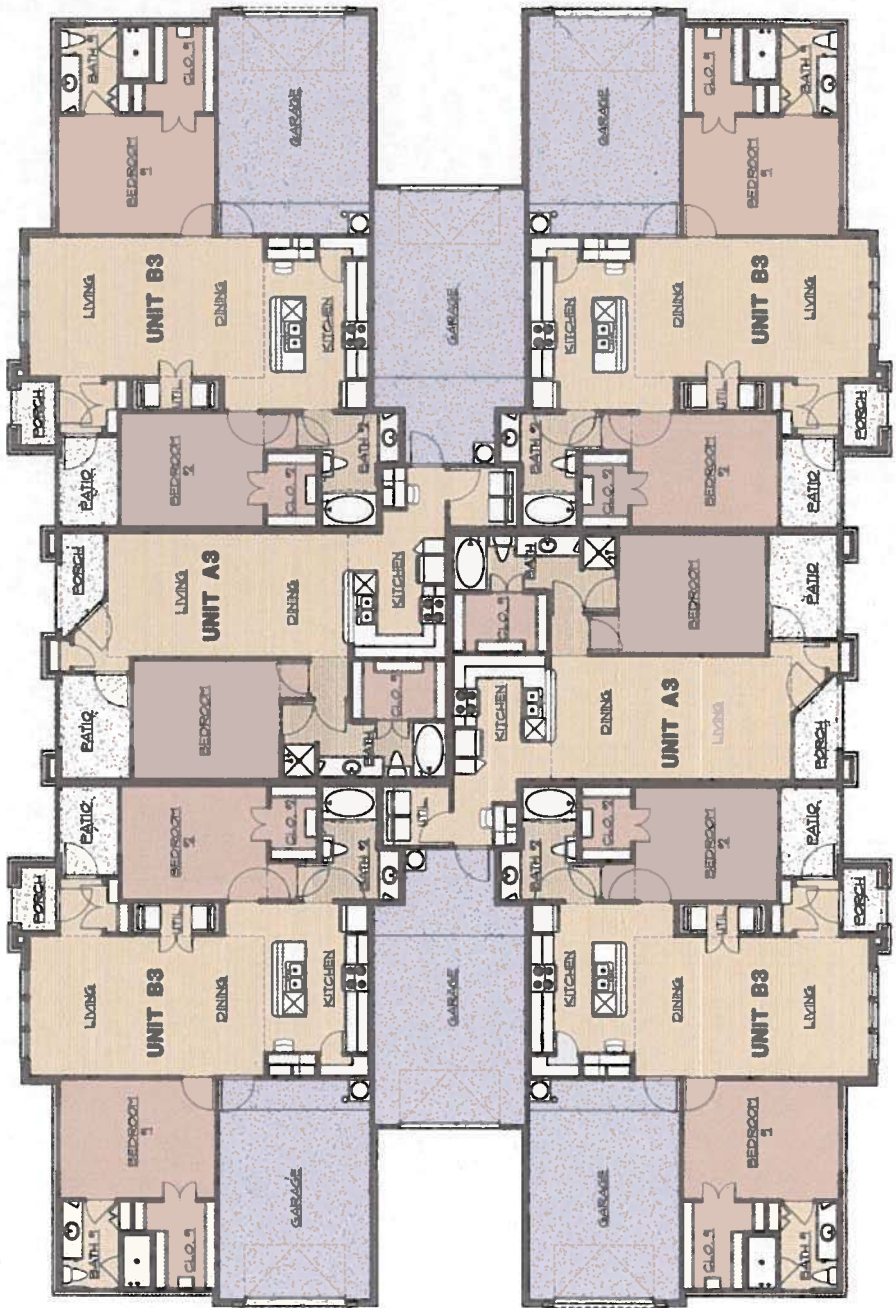
EXHIBIT B-10a:

TYPICAL FLOOR PLAN

CHESAPEAKE BAY

A Luxury Seniors Community

Developed by
WMF INVESTMENTS



J.C. JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

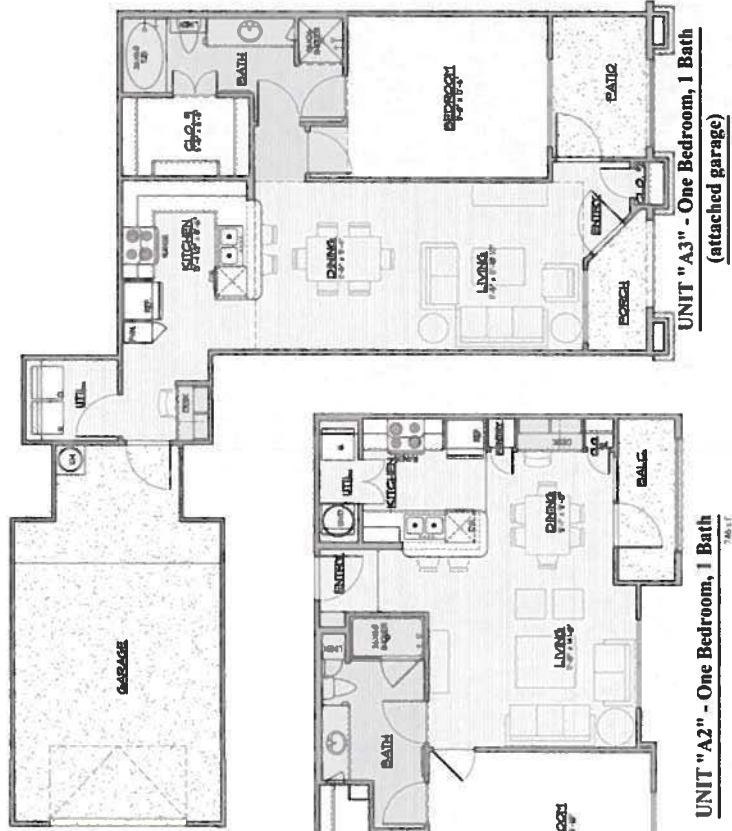
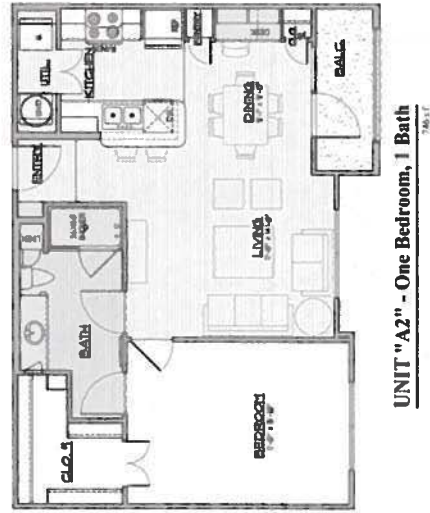
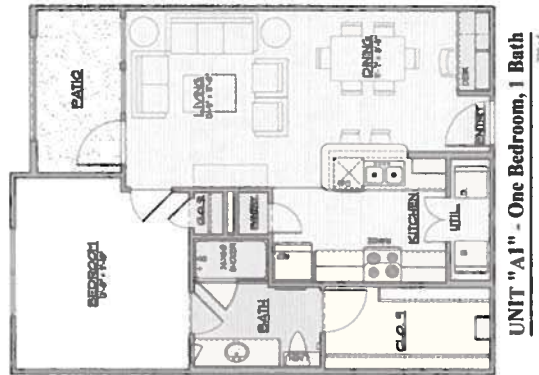
CHESAPEAKE BAY

A Luxury Seniors Community

Developed by
WMF INVESTMENTS



**MUCASEY
&
Associates**
Architects



CHESAPEAKE BAY

A Luxury Seniors Community

Developed by
WMF INVESTMENTS



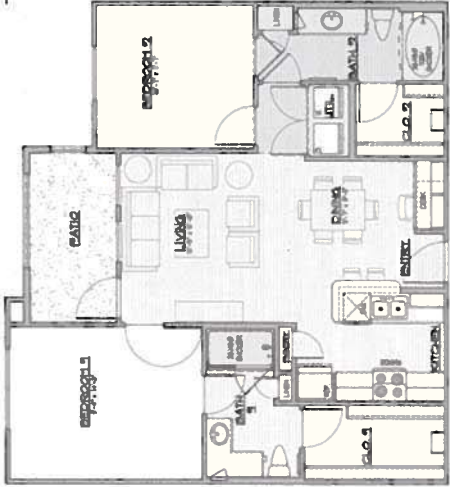
MUCASEY & Associates
Architects



UNIT "B2" - Two Bedroom, 2 Bath
1,013 s.f.



UNIT "B4" - Two Bedroom, 2 Bath (attached garage)
1,115 s.f.



UNIT "B2" - Two Bedroom, 2 Bath
1,013 s.f.

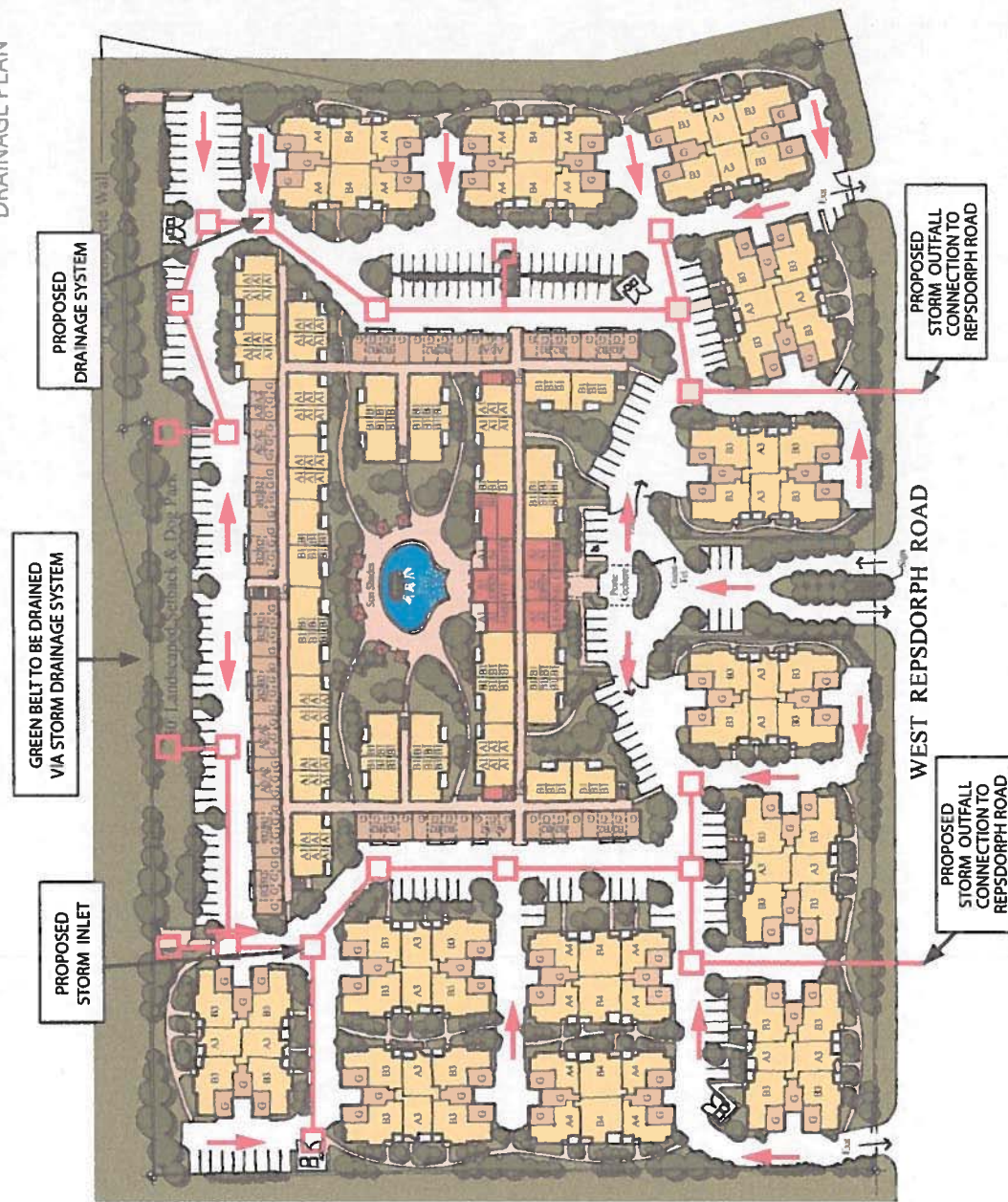


UNIT "B3" - Two Bedroom, 2 Bath (attached garage)
1,098 s.f.

EXHIBIT B-11
CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT
PRELIMINARY DEVELOPMENT SCHEDULE

- A. Second Quarter 2015: Design and plan review and approval**
- B. Third Quarter 2015: Begin on site construction**
- C. Second Quarter 2016: Construction complete**
- D. Mid 2016: Begin occupancy.**

EXHIBIT B-12:
DRAINAGE PLAN



CHESAPEAKE BAY

A Luxury Seniors Community

Developed by
WMF INVESTMENTS


MUCASEY & Associates
Architects



PROPOSED STORM DRAINAGE



 **JONES & CARTER, INC.**
ENGINEERS • PLANNERS • SURVEYORS

DATE: 02-13-2015

CHESAPEAKE BAY - A LUXURY SENIORS COMMUNITY

EXHIBIT B-13:

WETLAND DELINEATION PLAN

Wetland Delineation Plan

WMF Investments (Developer) has engaged Enercon Services, Inc. (Enercon) to perform a waters of the U.S., including wetlands, delineation. The flow chart below list the sequence of steps the Developer anticipates undertaking in order to determine the presence and impact of jurisdictional waters on the proposed development.

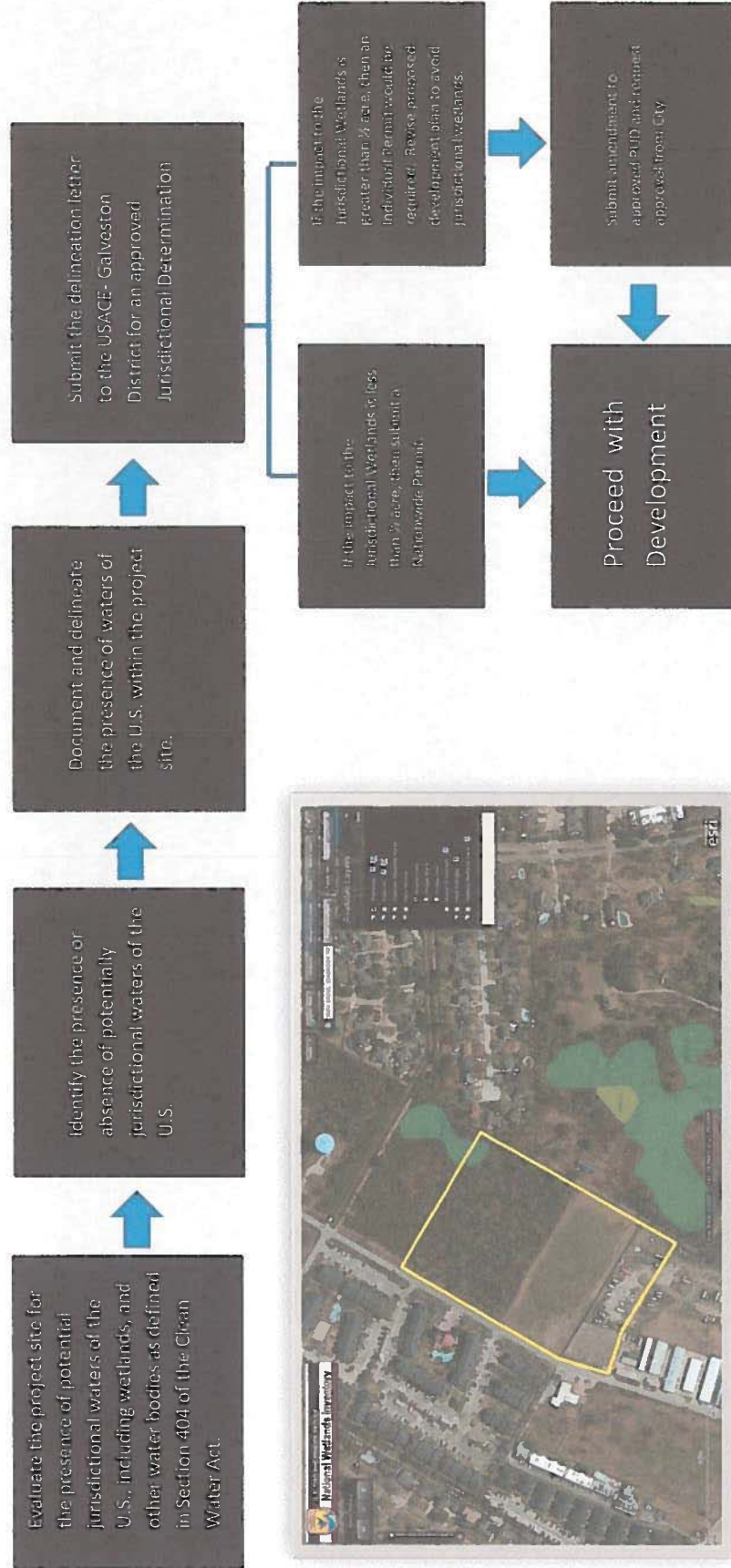


Figure 1. Screenshot of the National Wetlands Inventory Map, *Wetlands Mapper*, with the project site outlined in yellow.

Exhibit B

CHESAPEAKE BAY PLANNED UNIT DEVELOPMENT DISTRICT PLAN

A. CONTENTS

This Planned Unit Development District Plan (PUD) includes the following Sections:

- General Provisions
- Permitted Land Uses
- Development Regulations
- Building Regulations

B. GENERAL PROVISIONS

1. The PUD approved herein must be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in a R-3(Medium Density) zoning district (Base Zoning) is not contained in this ordinance, all the regulations contained in the Zoning and Subdivision ordinances applicable to the R-3 zoning district in effect on the effective date of this ordinance apply to this PUD as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance.
2. Except as otherwise provided herein, the words used in this PUD have the meaning established by the Zoning ordinance. In this ordinance:

Accessory building means a building subordinate to a principal building and includes detached garages.

Open Space means the portion of all land contained within the PUD that is not covered by buildings, parking lots, driveways, improved pedestrian areas, or other impermeable material.

PUD means the planned unit development district created by this ordinance.

Shared/Common Driveway means a privately owned and maintained vehicular access way that provides access from a public street to residential or non-residential units.

3. The PUD shall be developed in accordance with the following exhibits that are attached to and made part of this document:

Exhibit B-1:	<i>Location Map</i>
Exhibit B-2:	<i>Site Plan</i>
Exhibit B-3:	<i>Access Detail</i>
Exhibit B-4:	<i>Parking Layout</i>
Exhibit B-5:	<i>Open Space</i>
Exhibit B-6:	<i>Sign and Solid Waste Enclosure Details</i>
Exhibit B-7 – 7a & b:	<i>Existing Utilities</i>

Exhibit B-8:	<i>Amenity Center</i>
Exhibit B-9:	<i>Building Elevations</i>
Exhibit B10a, b, & c:	<i>Typical Floor Plans</i>
Exhibit B-11:	<i>Development Schedule</i>
Exhibit B-12:	<i>Drainage Plan</i>
Exhibit B-13:	<i>Wetland Delineation Plan</i>

4. As shown on [Exhibit 1, Location Map](#), the PUD encompasses approximately 11.77 acres between West Repsdorph Road to the west, Huckleberry Finn Cove to the east, Lot 1 Repsdorph Partition to the south, and Peeblebrook Drive to the north.
5. Senior Living, age restricted residential development shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-2, Site Plan](#).
6. Refuse containers which are to serve multi-family residential uses are not permitted within view of West Repsdorph Road. [Exhibit 6, Sign and Solid Waste Enclosure Details](#)
7. Signage: a Freestanding sign meeting the City's requirements established in Article 6 – Sign Standards will be constructed on-premises as shown on [Exhibit 6, Sign and Solid Waste Enclosure Details](#)

C PERMITTED LAND USES

1. Senior Living - Age Restricted Residential, up to 259 units are permitted as shown on [Exhibit B-2, Site Plan](#), contingent on the following conditions:
 - a) All residents of the facility must be 55 years of age or older, or the spouse of a resident who is 55 years of age or older.
 - b) The facility shall include a common amenity area of not less than 5,000 square feet, including kitchen facilities, common use meeting rooms and gathering places, and shall substantially conform to the general layout and design concepts illustrated on [Exhibit B-8, Amenity Center](#)
 - c) The facility shall provide physical fitness / wellness center

D DEVELOPMENT REGULATIONS

1. Maximum height of structures: 3 stories, but no more than 40 feet above ground level except as follows:
 - (a) Chimneys, ornamental tower spires, cooling towers, elevator bulkheads, fire towers, stacks, roof gables, parapet walls, and mechanical equipment may extend an additional Height not to exceed 15 feet above the maximum Height allowed for the Structure to which it is affixed.

- (b) Satellite Dish Antennas as permitted by the City's accessory use regulations and towers and antennas and permitted by Article VII, regulating telecommunication towers and antennas.
- 2. All Senior Living - Age Restricted Residential development shall conform to the (R-3) Medium Density zoning district with the following exceptions:
 - (a) Density: No more than 23 units per acre.
 - (b) Off-street parking:
 - i. 1.3 parking spaces is required for each unit of Senior Living - Age Restricted Residential
 - ii. Forty Two percent (42%) of the required parking shall be covered or garage parking.
 - (c) Fencing: An 8' high opaque, concrete panel fence will be installed along the south and east boundary of the site. An open style "wrought Iron" metal fence with masonry columns will be constructed along the north and west boundary of the site.
 - (d) Paving:
 - i. All parking lots and vehicle use areas must be constructed of concrete.
 - ii. Driveways may be constructed of concrete, or paved with interlocking, multicolored pavers supported by a 6 inch reinforced concrete tray and a sub-grade per City design standards.
- 3. Building Area: Not more than 50 percent of the total site area shall be covered by building mass.

E LANDSCAPE AND PEDESTRIAN CIRCULATION REGULATIONS

The PUD shall require the following regulations adjacent to any tracts developed for Senior Living – Age Restricted Residential uses:

- 1. Landscape buffer (Single-family adjacency consideration):
 - (a) 30-foot minimum buffer shall be provided along the eastern property boundary.
- 2. Lighting used to illuminate sidewalks, landscape buffers, bicycle parking areas, or other common open space shall be arranged, located, or screened to direct light away from existing single-family residential lots.
- 3. Sidewalks: Sidewalks are required to connect the front entrance of each unit to the paved parking areas. All sidewalks shall be paved with concrete and be a minimum of four (4) feet wide. Trails extending through landscape and natural areas may be constructed using decomposed granite or other similar material.

F BUILDING REGULATIONS

The PUD shall require the following regulations for Senior Living

Age Restricted Residential Developments:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), textured concrete panels, glass, and fiber cement siding, cement plaster, and shall comprise at least 70% of each façade.
2. Secondary exterior finishes shall include wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and stucco, and shall comprise no more than 30% of each façade.
3. Architectural Metals may be used for canopies, parapet walls, roof systems, and miscellaneous trim work.
4. Roofing materials shall be limited to the following:
 - a. Slope roof – dimensional composite shingles, metal, tile
 - b. Flat roof – shall meet the requirements as required by the IBC



***CITY
OF
SEABROOK***

**AGENDA
BRIEFING**

Date of Meeting: TUESDAY, APRIL 7, 2015

Submitter/Requestor: Cook

Date Submitted: 3/30/2015 1:34:09 PM

Presenter: Cook

Description/Subject:

Consider the purchase of a Pierce Velocity Pumper with the HGAC approved contractor, Siddons-Martin in the amount of \$699,504. Funds are available through the bond proceeds that were issued in January 2015.

Purpose/Need: NA

Background/Issue(What prompted this need):

The 1993 (E-107)fire engine reached the end of its life expectancy in 2008 as a first out engine meeting our current fire service requirements and is requiring replacement. As the cost of operations increases each year, the new fire engine will assist us at maintaining a relatively consistent maintenance cost while still providing the required equipment and for the safety of personnel.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

**Proposal from Siddon's-Martin
Full and Complete Specifications Siddons- Martin
HGAC Pricing Sheet on Pierce Velocity Pumper
SVFD Fire Contract 2013**

Fiscal Impact:	Budgeted	Yes	Finance Review:	Officer
	Budget Amendment Required	Yes		

Future/Ongoing Impact

Yes

Budget Dept/Line Item Number

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

Agenda Language:

Consider the purchase of a Pierce Velocity Pumper with the HGAC approved contractor, Siddons-Martin in the amount of \$699,504. Funds are available through the bond proceeds that were issued in January 2015. (Cook/SVFD)

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
Page 1 of 1
Attachment 13 of 14
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

March 4, 2015

City of Seabrook
Ray Cook, Chief
Seabrook VFD
Seabrook Fire Rescue
1700 First Street
Seabrook TX 77586

RE: Proposal for Seabrook Velocity pumper

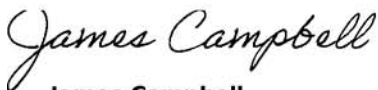
Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to City of Seabrook C/O Seabrook VFD. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Seabrook VFD and training on operation and use of the apparatus.

Description	Amount
EP489257-575 Pierce Seabrook Velocity pumper	
Price guaranteed for 60 days. Delivery within 9-10 months of order date.	Vehicle Price \$ 724,521.00
Chassis Prepay Discount (\$ 9,409.00). \$ 313,639.00 due with order.	Prepay Discount (\$ 9,409.00)
Full Prepay Discount (\$ 20,808.00). Total amount due with order.	Prepay Discount (\$ 20,808.00)
	Bond \$ 3,200.00
	SUB TOTAL \$ 697,504.00
	H-GAC FS12-13 \$ 2,000.00
	TOTAL \$ 699,504.00

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,



James Campbell
Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of City of Seabrook, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

Proposal for **Seabrook Fire Rescue**

Prepared by James Campbell

Siddons-Martin Emergency Group

03/01/2015



PERFORM. LIKE NO OTHER.™

Seabrook Velocity Pumper

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Seabrook Velocity Pumper

SIDDONS-MARTIN is pleased to submit a proposal to SEABROOK 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 founded in 1913. Since then we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 60 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 51,000 apparatus, including more than 27,000 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 757,000 total square feet of floor space situated on approximately 97 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

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

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

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

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

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

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

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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 ten (10) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to insure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in proper operation, care and maintenance of the equipment delivered.

MANUAL AND SERVICE INFORMATION

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

SAFETY VIDEO

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

PERFORMANCE TESTS

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

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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 SIDDONS-MARTIN by operating in conjunction with a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within ten (10) miles of the fire department.

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

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

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE

Certification of insurance coverage will be enclosed.

SINGLE SOURCE MANUFACTURER

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

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Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2009 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2009, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

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

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 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".

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, will be third-party, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification will include: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

PUMP TEST

Underwriters Laboratory (UL) will test, approved, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approved, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

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BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection.

PIERCE/VCOS PARTNERSHIP

For every fire or emergency apparatus sold to a volunteer or combination fire department, Pierce Manufacturing will make a \$100 donation to the Volunteer Chief Officers Section (VCOS) of the IAFC Partnership when the apparatus is delivered. The VCOS will invest these funds in leadership education, NFPA Technical Committee representation and VCOS general operations.

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 NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

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

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously

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amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

APPROVAL DRAWING

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

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

ELECTRICAL WIRING DIAGRAMS

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

VELOCITY™ CHASSIS

The Pierce® Velocity™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength and capacity for the intended load to be sustained and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 222.

GVW RATING

The gross vehicle weight rating will be 45600.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will have a 13.38" tall web over the front and mid sections of the chassis, with a continuous smooth taper to 10.75" over the rear axle. Each rail will have a section modulus of 25.992 cubic inches and a resisting bending moment (rbm) of 3,119,040 in-lb over the critical regions of the frame assembly, with a section modulus of 18.96 cubic inches with an rbm of 2,275,200 in-lb over the rear axle. The frame rails will be constructed of 120,000 psi yield strength heat-treated 0.38" thick steel with 3.50" wide flanges.

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FRAME REINFORCEMENT

In addition, a mainframe inverted "L" liner will be provided. It will be heat-treated steel measuring 12.00" x 3.00" x 0.25". Each liner will have a section modulus of 7.795 cubic inches, yield strength of 110,000 psi, and rbm of 857,462 in-lb. Total rbm at wheelbase center will be 3,976,502 in-lb.

The frame liner will be mounted inside of the chassis frame rail and extend the full length of the frame.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 22,800 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends will have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a third party certified turning angle of 45 degrees. Front discharge, front suction, or aluminum wheels will not infringe on this cramp angle.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 22,800 lb.

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The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

Front tires will be Michelin 425/65R22.50 radials, 20 ply all-position XZY3 wide base tread, rated for 22,800 lb maximum axle load and 65 mph maximum speed.

The tires will be mounted on 22.50" x 12.25" steel disc type wheels with a ten (10)-stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Meritor™, Model RS-24-160, with a capacity of 24,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 60 mph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 53.00" long, 12-leaf pack with a ground rating of 24,000 lbs. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger. To reduce bending stress due to acceleration and braking, the front eye will be a berlin eye that will place the front spring pin in the horizontal plane within the main leaf.

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A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle.

REAR TIRES

Rear tires will be four (4) Michelin 12R22.50 radials, 16 ply "all position" XZY 3 tread, rated for 27,120 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on 22.50" x 8.25" steel disc type wheels with a ten (10)-stud, 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a VECSAFE LED tire alert pressure management system provided that will monitor each tire's pressure. A chrome plated brass 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 20 and 120 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 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 blinking.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

WHEEL CHOCK BRACKETS

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted below the left side rear compartment.

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ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Meritor WABCO 4S4M, anti-lock braking system. The ABS will provide a 4-channel anti-lock braking control on both the front and rear wheels. A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any particular wheel begins to lockup, a signal will be sent to the control unit. This control unit then will reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Meritor™ 16.50" x 7.00" cam operated with automatic slack adjusters. Dust shields will be provided.

AIR COMPRESSOR, BRAKE SYSTEM

The air compressor will be a Bendix®, Model BA-921, with 15.80 cubic feet per minute output at 1,250 rpm.

BRAKE SYSTEM

The brake system will include:

- Bendix® dual brake treadle valve with vinyl covered foot surface
- Heated automatic moisture ejector on air dryer
- Total air system capacity of 4,362 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

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BRAKE SYSTEM AIR DRYER

The air dryer will be WABCO System Saver 1200 with spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET WITH AUTOMATIC EJECT

One (1) air inlet with Kussmaul Air Eject will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will automatically disconnect the air line when the truck is started. It will be equipped with a male coupling and be located drawing approval. 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

The chassis will be powered by an electronically controlled engine as described below:

Make:Detroit Diesel

Model:DD13

Power:450 hp at 1800 rpm

Torque:1550 lb-ft at 1200 rpm

Governed Speed:2080 rpm

Emissions Level:EPA 2013

Fuel:Diesel

Cylinders:Six (6)

Displacement:781 cubic inches (12.8L)

Starter:Delco 39MT

Fuel Filters:Dual cartridge style with check valve, water separator, and water in fuel sensor

Coolant Filter:Cartridge style with shut off valves on the supply and return line.

The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and aftertreatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

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HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device when required.

CLUTCH FAN

A Horton® fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and fully engaged in "Pump" position.

BY-PASS FUEL FILTER

A Detroit Diesel Fuel Pro-482 filtering system will be provided. The fuel filtering system will be remote mounted on the chassis.

The system will have the following features:

- Self priming port
- Clear cover
- Single filter system
- Drain valve
- Aluminum cylinder (act as fuel cooler)

ENGINE AIR INTAKE

An air intake with an ember separator (to prevent road dirt, burning embers, and recirculating hot air from entering the engine) will be mounted at the front of the apparatus, on the passenger side of the engine. The ember separator will be mounted in the air intake with flame retardant, roto-molded polyethylene housing. It will be easily accessible by the hinged access panel at the front of the vehicle.

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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 exhaust system will be stainless steel from the turbo to the inlet of the SCR device and will be 5.00" in diameter. An insulation wrap will be provided on all exhaust pipes between the turbo and SCR to minimize the transfer of heat to the cab. The exhaust will terminate horizontally ahead of the passenger side rear wheels. A tailpipe diffuser will be provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The core will be made of aluminum fins, having a serpentine design, brazed to aluminum tubes. The tubes will be brazed to aluminum headers. No solder joints or leaded material of any kind will be acceptable in the core assembly. The radiator core will have a minimum frontal area of 1434 square inches. Supply and return tanks made of glass-reinforced nylon will be crimped on to the core assembly using header tabs and a compression gasket to complete the radiator core assembly. The radiator will be compatible with commercial antifreeze solutions.

There will be a full steel frame around the entire radiator core assembly. The radiator core assembly will be isolated within the steel frame by rubber inserts to enhance cooling system durability and reliability. The radiator will be mounted in such a manner as to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven ground. The radiator assembly will be isolated from the chassis frame rails with rubber isolators.

The radiator assembly will include an integral deaeration tank permanently mounted to the top of the radiator framework, with a readily accessible remote-mounted overflow tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

A heavy-duty fan will draw in fresh, cool air through the radiator. Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Silicone hoses will be used for all engine/heater coolant lines installed by the chassis manufacturer.

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Hose clamps will be stainless steel "constant torque type" to prevent coolant leakage. They will react to temperature changes in the cooling system and expand or contract accordingly while maintaining a constant clamping pressure on the hose.

FUEL TANK

A 75 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A .75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A .50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the driver's side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the driver's side of the body and be covered with a hinged, spring loaded, painted door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL SHUTOFF

A shutoff valve will be installed in the fuel line, at the fuel tank.

FUEL COOLER

An air to fuel cooler will be installed in the engine fuel return line.

TRANSMISSION

An Allison 5th generation, model EVS 4500P, electronic, torque converting, automatic transmission will be provided.

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The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on left side and top of converter housing (positions 8 o'clock and 1 o'clock).

A transmission temperature gauge with red light and buzzer will be installed on the cab instrument panel.

TRANSMISSION SHIFTER

A six (6)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be: 1st - 4.70 to 1.00, 2nd - 2.21 to 1.00, 3rd - 1.53 to 1.00, 4th - 1.00 to 1.00, 5th - 0.76 to 1.00, 6th - 0.67 to 1.00, R - 5.55 to 1.00.

TRANSMISSION COOLER

A Champ shell and tube transmission oil cooler will be provided using engine coolant to control the transmission oil temperature. The cooler will have an aluminum shell and copper tubes. The cooler will be assembled using pressed in rubber tube sheets to mechanically create a reliable seal between the coolant and the oil.

DOWNSHIFT MODE (W/ENGINE BRAKE)

The transmission will be provided with an aggressive downshift mode.

This will provide earlier transmission downshifts to 2nd gear from 6th gear, resulting in improved engine braking performance.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1810 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

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STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a four (4)-spoke design.

There will be a switch pod provided on each side of the steering wheel between the spokes. The switch pods will be an integral part of the steering wheel. Each switch pod will contain four (4) switches. The following switches will be provided:

Air horn

Emergency lighting

Area lighting

Front dome light

Rear dome light

Q2B siren activate

Q2B siren brake

Wiper mist

Full floating horn pad

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Seabrook

The second row of text will be: Fire

The third row of text will be: Rescue

BUMPER

A one piece bumper manufactured from .25" formed steel with a .38" bend radius will be provided. The bumper will be a minimum of 10.00" high with a 1.50" top and bottom flange, and will extend 16.00" from the face of the cab. The bumper will be 102.00" wide with 45 degree corners and side plates. The bumper will be metal finished and painted job color.

To provide adequate support strength, the bumper will be mounted directly to the front of the C channel frame. The frame will be a bolted modular extension frame constructed of 50,000 psi tensile steel.

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GRAVEL PAN

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and the cab face. The pan will be properly supported from the underside to prevent flexing and vibration.

Documentation will be provided, upon request to show that the options selected have been engineered for fit up and approval for this modular bumper extension. A chart will be provided to indicate the option locations and will include but not be limited to the following options: air horns, mechanical sirens, speakers, hose trays with hose capacities, winches, lights, discharge and suction connections.

LIFT AND TOW MOUNTS

Mounted to the frame extension will be lift and tow mounts. The lift and tow mounts will be designed and positioned to adapt to certain tow truck lift systems.

The lift and tow mounts with eyes will be painted the same color as the frame.

TOW HOOKS

No tow hooks are to be provided. This truck will be equipped with a lift and tow package with integral tow eyes.

HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension. The tray will be sized as large as possible for the center tray area location. The depth of the tray will be flush to the bumper on the bottom. The tray will not hang below the lowest point of the bumper.

The tray will have a capacity of 75' of 1.75" double jacket cotton-polyester hose and 100' of 1.00" forestry hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

GRAVEL PAN

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face.

The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

SIDE ZONE LIGHT MOUNTING

The front warning lights on each side will be recessed into the angled portion of the bumper extension to protect the light from damage.

The recessed bracket will be made of painted smooth aluminum.

FRONT BUMPER LINE-X COATING

Protective black Line-X® coating will be provided on the outside exterior of the top front bumper flange. It will not be sprayed on the underside of the flange.

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The lining will be properly installed by an authorized Line-X dealer.

CAB

The Velocity™ cab will be designed specifically for the fire service and will be manufactured by Pierce Manufacturing.

To provide quality at the source and single source customer support, the cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be of heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts) and rear wall areas. The A-pillar will be constructed of 0.25" heavy wall extrusions joined by a solid A356-T6 aluminum joint casting. The B-pillar and C-pillar will also be constructed from 0.25" heavy wall extrusions. The rear wall will be constructed of two (2) 4.00" x 2.00" outer aluminum extrusions and two (2) 3.00" x 2.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 7.50" x 3.50" x 0.125" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.75" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.25" thick firewall, covered with a 0.125" front skin (for a total thickness of 0.38"), and reinforced with 24.50" wide x 10.00" deep x 0.50" thick supports on each side of the engine tunnel. The cross-cab support will be welded to the A-pillar, 0.25" firewall, and engine tunnel, on the left and right sides.

The cab floors will be constructed of 0.1875" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.44" of structural material at the front floor area. The front floor area will also be supported with three (3) 0.50" plates bolted together that also provides the mounting point for the cab lift. This tubing will run from the front of the cab to the 0.1875" thick engine tunnel, creating the structure to support the forces created when lifting the cab.

The cab will be a full-tilt style. A three (3)-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 102.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 112.00". The raised portion will start at the most forward point of the B-pillar and continue rearward to the back of the cab. The overall height listed will be calculated based on a truck configuration with the lowest suspension weight ratings, the smallest diameter tires for the suspension,

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no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The cab will have an interior width of not less than 93.50". The driver and passenger seating positions will have a minimum 24.00" clear width at knee level.

To reduce injuries to occupants in the seated positions, proper head clearance will be provided. The floor-to-ceiling height inside the forward cab will be no less than 60.25". The floor-to-ceiling height inside the crew cab will be no less than 62.95" in the center position and 68.75" in the outboard positions.

The crew cab will measure a minimum of 57.50" from the rear wall to the backside of the engine tunnel (knee level) for optimal occupant legroom.

INTERIOR CAB INSULATION

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling.

FENDER LINERS

Full-circular, aluminum, inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece, safety glass windshield with more than 2,802 square inches of clear viewing area will be provided. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: the outer light, the middle safety laminate, and the inner light. The 0.114" thick outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.

WINDSHIELD WIPERS

Three (3) electric windshield wipers with a washer, in conformance with FMVSS and SAE requirements, will be provided. The wiper blades will be 21.65" long and together will clear a minimum of 1,783 square inches of the windshield for maximum visibility in inclement weather.

The windshield washer fluid reservoir will be located at the front of the vehicle and be accessible through the access hood for simple maintenance.

FAST SERVICE ACCESS FRONT TILT HOOD

A full-width access hood will be provided for convenient access to engine coolant, steering fluid, wiper fluid, cab lift controls, headlight power modules, and ember separator. The hood will also provide complete access to the windshield wiper motor and components. The hood will be contoured to provide

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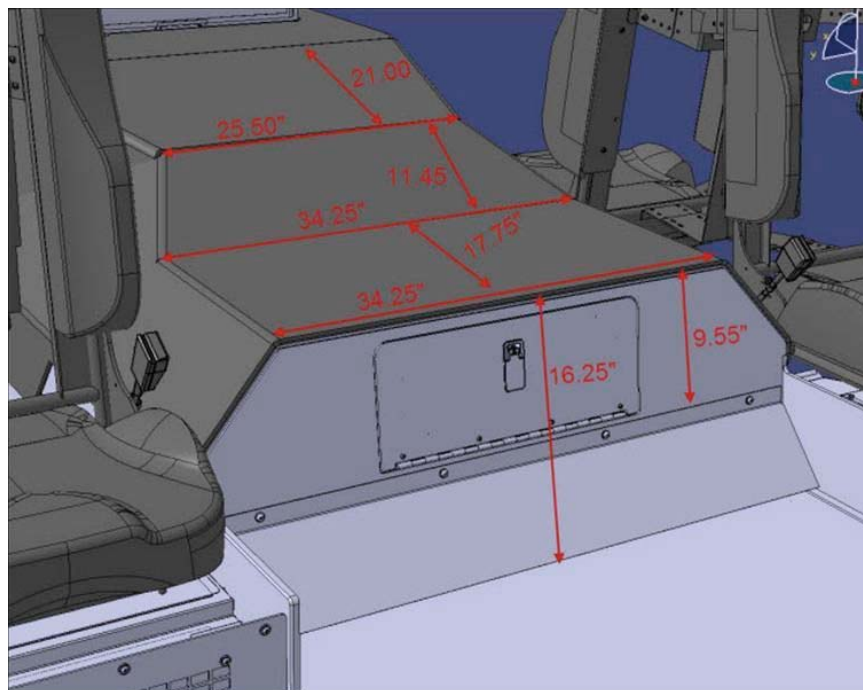
a sleek, automotive appearance. The hood will be constructed of two (2) fiberglass panels bonded together and will include reinforcing ribs for structural integrity. The hood will include air cylinders to hold the hood in open and closed positions, and a heavy duty latch system that will meet FMVSS 113 (Hood Latch System). The spring-loaded hood latch will be located at the center of the hood with a double-action release lever located behind the Pierce logo. The two (2)-step release requires the lever first be pulled to the driver side until the hood releases from the first latch (primary latch) then to the passenger side to fully release the hood (secondary latch).

ENGINE TUNNEL

To provide structural strength, the engine tunnel sidewalls will be constructed of .50" aluminum plate that is welded to both the .25" firewall and .38" heavy wall extrusion under the crew cab floor. To maximize occupant space, the top edges will be tapered.

The back of the engine tunnel will be no higher than 16.25" off the crew cab floor.

The engine tunnel will be insulated on both sides for thermal and acoustic absorption. The underside of the tunnel will be covered with 1.00" thick polyether foam that is reinforced with an aluminized face. Thermal rating for this insulation will be -40 degrees Fahrenheit to 300 degrees Fahrenheit. The insulation will keep noise (dBA) levels at or lower than the specifications in the current edition of the NFPA 1901 standards.



CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

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CAB LIFT

A hydraulic cab lift system will be provided, consisting of an electric-powered hydraulic pump, fluid reservoir, dual lift cylinders, remote cab lift controls and all necessary hoses and valves. The hydraulic pump will have a backup manual override, for use in the event of an electrical failure.

The cab lift controls will be located at the driver side front of the cab, easily accessible under the full width front access hood. The controls will include a permanently mounted raise/lower switch. For enhanced visibility during cab tilt operations, a remote control tether with on/off switch will be supplied on a coiled cord that will extend from 2.00' (coiled) to 6.00' (extended).

The cab will be capable of tilting 42 degrees and 80 degrees with crane assist to accommodate engine maintenance and removal. The cab pivots will be located 46.00" apart to provide stability while tilting the cab.

The rear of the cab will be locked down by a two (2)-point, automatic, hydraulic, double hook mechanism that fully engages after the cab has been lowered (self-locking). The dual 2.25" diameter hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the cab is in the tilt position.

For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the driver side between the chassis and cab frame when cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift safety system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a formed bright finished grille surround, will be provided on the front center of the cab, and will serve as an air intake to the radiator.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a polished stainless steel scuffplate, mounted on the striker side of the jamb.

FRONT CAB TRIM

A 10.00" band of 22 gauge polished stainless steel trim will be installed across the front of the cab, from door hinge to door hinge. The trim band will be centered on the head lights and applied with two (2)-sided tape. A 0.625" self adhesive trim strip will be applied around the perimeter of the trim band.

There will be no covers provided over the painted cab corner where the cab turn signals are located.

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SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

Ramco, Model 6001FFHR-750HR, polished aluminum 9.25" wide x 13.50" high mirrors, with full flat glass section, will be mounted on each side of the front cab corner. A convex section will be bolted to the top of each mirror.

The flat glass in each mirror will be heated and adjustable with remote controls that are convenient to the driver.

The convex section in each mirror will be heated and adjustable with remote controls.

A 6.00" riser will be provided between the mirror body and support arm on each side.

DOORS

To enhance entry and egress to the cab, the forward cab doors will be a minimum of 43.59" wide x 76.46" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab doors will measure a minimum of 37.87" wide x 85.50" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.125". The exterior door skins will be constructed from 0.090" aluminum.

The forward cab door windows will include a 7.50" high x 10.00" wide drop area at the front to enhance visibility.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands. Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.

A heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

The cab steps at each cab door location will be located inside the cab doors to protect the steps from weather elements.

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DOOR PANELS

The inner cab door panels will be constructed out of polished stainless steel. The cab door panels will be removable without disconnecting door and window mechanisms.

RECESSED POCKET WITH ELASTIC COVER

To provide organized storage (clutter control) in the cab for miscellaneous equipment, the cab interior will be provided with recessed storage pockets. The pockets will be 5.63" wide x 2.00" high x 4.00" deep. The pockets will be provided with a perforated elastic material cover to secure the equipment in the pocket. The pockets will be installed in all available mounting locations of the overhead console.

ELECTRIC WINDOW CONTROLS

Each cab entry door will be equipped with an electrically operated tempered glass window. A window control panel will be located on the door panel within easy reach of the respective occupant. Each switch will allow intermittent or auto down operation for ease of use. Auto down operation will be actuated by holding the window down switch for approximately 1/2 second. The driver control panel will contain a control switch for each cab door's window. All other door control panels will contain a single switch to operate the window within that door.

The window switches will be connected directly to the battery power. This allows the windows to be raised and lowered when the battery switch is in the off position.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum 31.00" wide, and the crew cab steps will be 24.25" wide with an 8.00" minimum depth. The inside cab steps will not exceed 18.00" in height and be limited to two (2) steps. Three (3) step entrance designs will not be acceptable due to safety concerns. A slip-resistant handrail will be provided adjacent to each cab door opening to assist during cab ingress and egress.

STEP LIGHTS

For reduced overall maintenance costs compared to incandescent lighting, there will be four (4) white LED step lights provided. The lights will be installed at each cab and crew cab door, one (1) per step. The lights will be located in the driver side front doorstep, driver side crew cab doorstep, passenger side front doorstep and passenger side crew cab doorstep.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

The lights will be activated when the adjacent door is opened.

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FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 20.00" wide x 20.50" high.

WINDOWS INTERIOR TRIM

For improved aesthetics, the cab side windows will include a vacuum formed ABS interior trim panel.

WINDOW TINT

Crew cab windows will be tinted with 8 percent light transmission tint (will block 92 percent of visible light). The following windows are included:

- Crew cab side windows
- Crew cab door, roll-up windows
- Top fixed window in crew cab doors
- Rear opera windows (If applicable)
- All windows in raised roof (If applicable)

STORAGE COMPARTMENT

Provided on each side of the cab, below the cab floor and to the rear of the crew cab access doors, will be a storage compartment. The compartments will be approximately 10.71" wide x 19.25" high x 22.00" deep at the top and 18.75" at the bottom. The bottom front of the compartment will be blistered for side wall support. The clear door opening will be 9.50" wide x 16.50" high.

Each door will be a painted single pan construction with a quarter turn mini D-Handle latch. A rubber covered bumper will be used as a door stop.

Compartment Light

There will be no lights required in the compartments.

STORAGE COMPARTMENT

Provided on each side of the cab, below the cab floor and to the rear of the crew cab access doors, will be a storage compartment. The compartments will be approximately 10.63" wide x 19.25" high x 22.00" deep at the top and 18.75" at the bottom. The bottom front of the compartment will be blistered for side wall support. The clear door opening will be 9.50" wide x 16.50" high.

Each door will be a painted single pan construction with two (2) flush mounted quarter turn latches. A rubber covered bumper will be used as a door stop.

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MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .188" smooth aluminum plate will be bolted to the top surface of the engine tunnel. The plate will be located to the left of the officer and on the rear of the tunnel. It will follow the contour of the engine tunnel and will run the entire length of the engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate.

The mounting surface will be painted to match the cab interior.

CAB INTERIOR

With safety as the primary objective, the wrap-around style cab instrument panel will be designed with unobstructed visibility to instrumentation. The dash layout will provide the driver with a quick reference to gauges that allows more time to focus on the road.

The center console will be a high impact ABS polymer and will be easily removable for access to the defroster. The center console will include louvers strategically located for optimal air flow and defrost capability to the windshield.

The passenger side dashboard will be constructed of painted aluminum for durability and low maintenance. For enhanced versatility, the passenger side dash will include a flat working surface.

To provide optional (service friendly) control panels, switches and storage modules, a painted aluminum overhead console will also be provided.

To complete the cab front interior design, painted aluminum modesty panels will be provided under the dash on both sides of the cab. The driver side modesty panel will provide mounting for the battery switch and diagnostic connectors, while the passenger side modesty panel provides a glove box, and ground access to the main electrical distribution panel via quick quarter turn fasteners.

To provide a deluxe automotive interior, the engine tunnel, side walls and rear wall will be covered by a leather grain vinyl that is resistant to oil, grease, and mildew.

The headliner will be installed in both forward and rear cab sections. The headliner panel will be a composition of an aluminum panel covered with a sound barrier and upholstery.

The cab structure will include designated raceways for electrical harness routing from the front of the cab to the rear upper portion of the cab. Raceways will be extruded in the forward door frame, floor, walls and overhead in the area where the walls meet the ceiling. The raceways located in the floor will be covered by aluminum extrusion, while the vertical and overhead raceways will be covered by painted aluminum covers. The raceways will improve harness integrity by providing a continuous harness path that eliminates wire chafing and abrasion associated with exposed wiring or routing through drilled metal holes. Harnesses will be laid in place.

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CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be dark silver gray. All cab interior materials will meet FMVSS 302 (flammability of interior materials).

INTERIOR PAINT (CAB)

A rich looking interior will be provided by painting all the metal surfaces inside the cab fire smoke gray, vinyl texture paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a .25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

CAB DEFROSTER

To provide maximum defrost and heating performance, a 54,961 BTU heater-defroster unit with 558 SCFM of air flow will be provided inside the cab. The defroster unit will be strategically located under the center forward portion of the instrument panel. For easy access, a removable metal cover will be installed over the defroster unit. The defroster will include an integral aluminum frame air filter, high performance dual scroll blowers, and ducts designed to provide maximum defrosting capabilities for the 1-piece windshield. The defroster ventilation will be built into the design of the cab dash instrument panel and will be easily removable for maintenance. The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

The heater-defroster will be controlled by an integral electronic control panel. The defroster control panel will allow the driver to control heat flow to the windshield. The control panel will include variable adjustment for temperature and fan control, and be conveniently located on the dash in clear view of the driver. The control panel will include highly visible, progressive LED indicators for both fan speed and temperature.

AIR CONDITIONING

Due to the large space inside the cab, a high-performance, customized air conditioning system will be furnished. A 19.10 cubic inch compressor will be installed on the engine.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 64 degrees Fahrenheit in the forward section of the cab, and 69 degrees Fahrenheit in the rear section of the cab, at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

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A roof-mounted condenser with a 63,000 BTU output that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include two (2) high performance cores and plenums with multiple outlets, one (1) plenum directed to the front and one (1) plenum directed to the rear of the cab.

There will be a hinge on the forward edge of the filter cover and two (2) quarter turn fasteners with a knob on the rear edge to allow easy access.

The evaporator unit will have a 49,000 BTU (4.08 tons) rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the evaporator cover per the following:

- Four (4) will be directed towards the drivers location
- Four (4) will be directed towards the officers location
- Nine (9) will be directed towards crew cab area

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

The air conditioner will be controlled by dual zone integral electronic control panels for the heater, defroster and air conditioner. The cab control panel will be located in the center console. For ease of operation, the control panels will include variable adjustment for temperature and fan control.

INTERIOR CAB INSULATION

The cab walls, ceiling and engine tunnel will be insulated in all strategic locations to maximize acoustic absorption and thermal insulation. The cab will be insulated with 2.00" insulation in the rear wall, 3.00" insulation in the side walls, and 1.50" insulation in the ceiling. Headliners will be constructed from a 0.20" high density polyethylene corrugated material. Each headliner will be wrapped with a 0.25" thick foil faced poly damp low emissivity foam insulation barrier for acoustic and thermal control.

Designed for maximum sound absorption and thermal insulation, the rear cab wall will be insulated with a 1.50" thick open cell acoustical foam. The thermal protection of the foam will provide an R-value of four (4) per 1.00" thickness.

SUN VISORS

Two (2) smoked Lexan™ sun visors provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

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GRAB HANDLE

A black rubber covered grab handle will be mounted on the door post of the driver side cab and passenger door to assist in entering the cab. The grab handle will be securely mounted to the post area between the door and windshield.

A long rubber grab handle will be mounted on the dash board in front of the officer.

ENGINE COMPARTMENT LIGHTS

Two (2) Whelen, Model 20C0CDCR, LED, engine compartment lights will be installed under the engine hood. The lights will be provided one (1) each left and right side of the cab .

Both of these lights will be activated when the cab is raised.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface. The door will be 17.75" wide x 12.75" high and be flush with the wall of the engine tunnel.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling. An additional tube will be provided for filling the engine oil.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush latch will be provided on the access door.

CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.

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- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

FRONTAL IMPACT PROTECTION

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SIDE ROLL PROTECTION

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity in the cab will be six (6).

DRIVER SEAT

A Pierce PS6® seat will be provided in the cab for the driver. The seat design will be a cam action type with air suspension. For increased convenience, the seat will include electric controls to adjust the rake (15 degrees), height (1.12" travel) and horizontal (7.75" travel) position. Electric controls will be located below the forward part of the seat cushion. To provide flexibility for multiple driver

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configurations, the seat will have a reclining back, adjustable from 20 degrees back to 45 degrees forward. Providing for maximum comfort, the seat back will be a high back style with manual lumbar adjustment lever, for lower back support, and will include minimum 7.50" deep side bolster pads for maximum support. The lumbar adjustment lever will be easily located at the lower outboard position of the seat cushion. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

OFFICER SEAT

A Pierce, PS6®, seat will be provided in the cab for the passenger. The seat will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple passenger configurations, the seat will have a reclining back adjustable from 20 degrees back to 0 degrees forward. The seat back will be a high back style with manual lumbar adjustment lever, and will include minimum 7.50" deep side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat

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occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

RADIO COMPARTMENT

A compartment for the radio amplifier will be located on the floor of the cab behind the front passenger's seat. A lift-up door with a chrome plated lift and turn latch will be provided for access. The compartment will be constructed of smooth aluminum and painted to match the cab interior. The radio control will be located in the overhead console on the passenger's side.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be One (1) rear facing, Pierce PS6 seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle. It will activate an alarm indicating a seat is occupied but not buckled.

The seat back will be an SCBA back style with 7.50 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system.

Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.

A seat safety system will be included. When activated this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a three (3)-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing, Pierce PS6 seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seat will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat

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is occupied but not buckled. The seat back will be an SCBA back style with 7.50 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system.

Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.

A seat safety system will be included. When activated this system will pretension the seat belt and firmly hold the occupant in the event of a side roll.

The seat will be furnished with a three (3)-point, shoulder type seat belt. To provide quick, easy use for occupants wearing bunker gear, the seat belt will have a minimum 120.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belt will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

EMS COMPARTMENT

An EMS compartment, 21.00" wide x 64.00" high x 14.00" deep with one (1) Amdor roll up door, non-locking, with white finish will be provided in the crew cab.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

COMPARTMENT LIGHT

There will be two (2) white Amdor LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

FORWARD FACING CENTER SEATS

There will be two (2) forward facing, Pierce PS6® seats provided at the center position in the crew cab. For optimal comfort, the seats will be provided with 17.00" deep dual density foam cushions designed with EVC (elastomeric vibration control). To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

The seat backs will be an SCBA back style with 7.5 degree fixed recline angle, and will include minimum 4.50" wide x 7.50" deep side bolster pads for maximum support. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

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The seats will include the following feature incorporated into the side roll protection system.

A seat safety system will be included. When activated this system will pretension the seat belts around the occupants to firmly hold them in place in the event of a side roll.

The seats will be furnished with three (3)-point, shoulder type seat belts. To provide quick, easy use for occupants wearing bunker gear, the seat belts will have a minimum 130.00" shoulder length and 55.00" lap length. The seat belt tongue will be stored at waist position for quick application by the seat occupant. The seat belt receptacle will be provided on a cable conveniently nested next to the seat cushion, providing easy accessibility. The seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

EMS COMPARTMENT

An EMS compartment, 21.00" wide x 64.00" high x 14.00" deep with one (1) Amdor roll up door, non-locking, with white finish will be provided in the crew cab.

The compartment will be constructed of smooth aluminum, and painted to match the cab interior.

COMPARTMENT LIGHT

There will be two (2) white Amdor LED strip lights installed, one (1) each side of the compartment opening. The lights will be controlled by an automatic door switch.

SHELVING

There will be eight (8) shelves provided in the EMS compartment. Each shelf will be constructed of 0.090" aluminum with a .75" up-turned lip. Shelving will be infinitely adjustable by means of a threaded tightener sliding in a track.

The location will be ems.

SEAT UPHOLSTERY

All seat upholstery will be gray Turnout Tuff material.

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. Bracket designs with manual restraints (belts, straps, buckles) that could be inadvertently left unlocked and allow the SCBA to move freely within the cab during an accident, will not be acceptable.

There will be a quantity of five (5) SCBA brackets.

SEAT BELTS

All seating positions in the cab and crew cab will have red seat belts.

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The belts will also include the Ready Reach® D-loop assembly to the shoulder belt system. The Ready Reach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.



SHOULDER HARNESS HEIGHT ADJUSTMENT

All seating positions furnished with three (3)-point shoulder type seat belts will include a height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter.

A total of six (6) seating positions will have the adjustable shoulder harness.

SEAT BELT MONITORING SYSTEM

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to ten (10) seat positions indicating the status of each seat position with a green or red LED indicator as follows:

- Seat Occupied & Buckled = Green
- Seat Occupied & Unbuckled = Red
- No Occupant & Buckled = Red
- No Occupant & Unbuckled = Not Illuminated

Audible Alarm

The SBMS will include an audible alarm that will be activated when a red illumination condition exists and the parking brake is released, or a red illumination condition exists and the transmission is not in park.

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HELMET STORAGE

Helmet storage will be located in a fully enclosed and latched cab compartment.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

OVERHEAD MAP LIGHTS

There will be two (2) Peterson, Model M371S, rectangular LED adjustable map lights installed in the cab:

- One (1) overhead in front of the driving position.
- One (1) overhead in front of the passenger's position.

Each light will include a switch on the light housing.

The light switches will be connected directly to the battery switched power.

PORTABLE HAND LIGHTS, PROVIDED BY DEALER

NFPA 1901, 2009 edition, section 5.8.3 requires two portable hand lights mounted in brackets fastened to the apparatus.

The hand lights are not on the apparatus as manufactured. The dealer will provide and mount these hand lights.

HAND HELD SPOTLIGHT

There will be a Specialty Lighting, Model 2150-1, hand held spotlight installed tbd. The light will be furnished with a 9 foot coil cord.

CAB INSTRUMENTATION

The cab instrument panel will consist of gauges, an LCD display, telltale indicator lights, alarms, control switches, and a diagnostic panel. The function of instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab

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instruments and controls will be conveniently located within the forward cab section directly forward of the driver. Gauge and switch panels will be designed to be removable for ease of service and low cost of ownership.

GAUGES

The gauge panel will include the following ten (10) ivory gauges with chrome bezels to monitor vehicle performance:

- Voltmeter gauge (Volts)

 - Low volts (11.8 VDC)

 - Amber indicator on gauge assembly with alarm

- High volts (15 VDC)

 - Amber indicator on gauge assembly with alarm

- Very low volts (11.3 VDC)

 - Amber indicator on gauge assembly with alarm

- Very high volts (16 VDC)

 - Amber indicator on gauge assembly with alarm

- Tachometer (RPM)

- Speedometer (Primary (outside) MPH, Secondary (inside) Km/H)

- Fuel level gauge (Empty - Full in fractions)

 - Low fuel (1/8 full)

 - Amber indicator on gauge assembly with alarm

- Very low fuel (1/32) fuel

 - Amber indicator on gauge assembly with alarm

- Engine oil pressure gauge (PSI)

 - Low oil pressure to activate engine warning lights and alarms

 - Red indicator on gauge assembly with alarm

- Front air pressure gauge (PSI)

 - Low air pressure to activate warning lights and alarm

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Red indicator on gauge assembly with alarm

- Rear air pressure gauge (PSI)

Low air pressure to activate warning lights and alarm

Red indicator on gauge assembly with alarm

- Transmission oil temperature gauge (Fahrenheit)

High transmission oil temperature activates warning lights and alarm

Amber indicator on gauge assembly with alarm

- Engine coolant temperature gauge (Fahrenheit)

High engine temperature activates an engine warning light and alarm

Red indicator on gauge assembly with alarm

- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions)

Low fluid (1/8 full)

Amber indicator on gauge assembly with alarm

All gauges and gauge indicators will perform prove out at initial power-up to ensure proper performance.

INDICATOR LAMPS

To promote safety, the following telltale indicator lamps will be integral to the gauge assembly and are located above and below the center gauges. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Aux brake overheat (Auxiliary brake overheat)
- Air rest (air restriction)
- Caution (triangle symbol)

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- Water in fuel
- DPF (engine diesel particulate filter regeneration)
- Trailer ABS (where applicable)
- Wait to start (where applicable)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- SRS (supplemental restraint system) fault (where applicable)
- DEF (low diesel exhaust fluid level)

The following red telltale lamps will be present:

- Warning (stop sign symbol)
- Seat belt
- Parking brake
- Stop engine
- Rack down

The following green telltale lamps will be provided:

- Left turn
- Right turn
- Battery on

The following blue telltale lamp will be provided:

- High beam

ALARMS

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning message is present.

Audible pulsing tone caution alarm: A pulsing audible tone alarm (chime/chirp) will be provided whenever a caution message is present without a warning message being present.

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Alarm silence: Any active audible alarm will be able to be silenced by holding the ignition switch at the top position for three (3) to five (5) seconds. For improved safety, silenced audible alarms will intermittently chirp every 30 seconds until the alarm condition no longer exists. The intermittent chirp will act as a reminder to the operator that a caution or warning condition still exists. Any new warning or caution condition will enable the steady or pulsing tones respectively.

INDICATOR LAMP AND ALARM PROVE-OUT

Telltale indicators and alarms will perform prove-out at initial power-up to ensure proper performance.

CONTROL SWITCHES

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver.

Emergency master switch: A molded plastic push button switch with integral indicator lamp will be provided. Pressing the switch will activate emergency response lights and siren control. A green lamp on the switch provides indication that the emergency master mode is active. Pressing the switch again disables the emergency master mode.

Headlight / Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking lights and the headlights. The second switch position will activate the parking lights. The third switch position will activate the headlights.

Panel backlighting intensity control switch: A three (3)-position momentary rocker switch will be provided. The first switch position decreases the panel backlighting intensity to a minimum level as the switch is held. The second switch position is the default position that does not affect the backlighting intensity. The third switch position increases the panel backlighting intensity to a maximum level as the switch is held.

The following standard controls will be integral to the gauge assembly and are located below the right hand gauges. All switches have backlit labels for low light applications.

High idle engagement switch: A two (2)-position momentary rocker switch with integral indicator lamp will be provided. The first switch position is the default switch position. The second switch position will activate and deactivate the high idle function when pressed and released. The "Ok To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"Ok To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

The following standard controls will be provided adjacent to the cab gauge assembly within easy reach of the driver. All switches will have backlit labels for low light applications.

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Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will deactivate vehicle ignition. The second switch position will activate vehicle ignition. The third momentary position will disable the Command Zone audible alarm if held for three (3) to five (5) seconds. A green indicator lamp will be activated with vehicle ignition.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

4-way hazard switch: A two (2)-position maintained rocker switch will be provided. The first switch position will deactivate the 4-way hazard switch function. The second switch position will activate the 4-way hazard function. The switch actuator will be red and includes the international 4-way hazard symbol.

Heater, defroster, and optional air conditioning control panel: A control panel with membrane switches will be provided to control heater/defroster temperature and heater, defroster, and air conditioning fan speeds. A green LED status bar will indicate the relative temperature and fan speed settings.

Turn signal arm: A self-canceling turn signal with high beam headlight and windshield wiper/washer controls will be provided. The windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control valve will be provided.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

CUSTOM SWITCH PANELS

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the overhead console on the driver's side, up to four (4) switch panels in the engine tunnel console facing the driver, up to four (4) switch panels in the overhead console on the officer's side and up to two (2) switch panels in the engine tunnel console facing the officer. All switches will have backlit labels for low light applications.

DIAGNOSTIC PANEL

A diagnostic panel will be accessible while standing on the ground and located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow engine and ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- Engine diagnostic port
- Transmission diagnostic port

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- ABS diagnostic port
- SRS diagnostic port (where applicable)
- Command Zone USB diagnostic port
- Engine diagnostic switch (blink codes flashed on check engine telltale indicator)
- ABS diagnostic switch (blink codes flashed on ABS telltale indicator)
- Diesel particulate filter regeneration switch (where applicable)
- Diesel particulate filter regeneration inhibit switch (where applicable)

CAB LCD DISPLAY

A digital four (4)-row by 20-character dot matrix display will be integral to the gauge panel. The display will be capable of showing simple graphical images as well as text. The display will be split into three (3) sections. Each section will have a dedicated function. The upper left section will display the outside ambient temperature.

The upper right section will display, along with other configuration specific information:

- Odometer
- Trip mileage
- PTO hours
- Fuel consumption
- Engine hours

The bottom section will display INFO, CAUTION, and WARNING messages. Text messages will automatically activate to describe the cause of an audible caution or warning alarm. The LCD will be capable of displaying multiple text messages should more than one caution or warning condition exist.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light LCD message with amber warning indicator and audible alarm will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will not activate any alarm when the parking brake is released.

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DO NOT MOVE TRUCK MESSAGES

Messages will be displayed on the gauge panel LCD located forward of the steering wheel directly in front of the driver whenever the Do Not Move Truck light is active. The messages will designate the item or items not in the stowed for vehicle travel position (parking brake disengaged).

The following messages will be displayed (where applicable):

- Do Not Move Truck
- DS Cab Door Open (Driver Side Cab Door Open)
- PS Cab Door Open (Passenger's Side Cab Door Open)
- DS Crew Cab Door Open (Driver Side Crew Cab Door Open)
- PS Crew Cab Door Open (Passenger's Side Crew Cab Door Open)
- DS Body Door Open (Driver Side Body Door Open)
- PS Body Door Open (Passenger's Side Body Door Open)
- Rear Body Door Open
- DS Ladder Rack Down (Driver Side Ladder Rack Down)
- PS Ladder Rack Down (Passenger Side Ladder Rack Down)
- Deck Gun Not Stowed
- Lt Tower Not Stowed (Light Tower Not Stowed)
- Hatch Door Open
- Fold Tank Not Stowed (Fold-A-Tank Not Stowed)
- Aerial Not Stowed (Aerial Device Not Stowed)
- Stabilizer Not Stowed
- Steps Not Stowed
- Handrail Not Stowed

Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause major damage to the apparatus if the apparatus is moved will be displayed as a caution message after the parking brake is disengaged.

SWITCH PANELS

The emergency light switch panel will have a master switch for ease of use plus individual switches for selective control. Each switch panel will contain up to six (6) rocker-type switches each rated for two hundred thousand (200,000) cycles. Panels with less than six (6) switches will include indicators or blanks. The switch panel(s) will be located in the "overhead" position above the windshield on the driver side overhead to allow for easy access.

The switches will be rocker-type and include an integral indicator light. For quick, visual indication the switch will be illuminated whenever the switch is active. A 2-ply, scratch resistant laser engraved Gravoply label indicating the use of each switch will be placed below the switches. The label will allow

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light to pass through the letters for improved visibility in low light conditions. Switches and light source are integral to the switch panel assembly.

WIPER CONTROL

For simple operation and easy reach, the windshield wiper control will be an integral part of the directional light lever located on the steering column. The wiper control will include high and low wiper speed settings, a one (1)-speed intermittent wiper control and windshield washer switch. The control will have a "return to park" provision, which allows the wipers to return to the stored position when the wipers are not in use.

RADIO WITH CD PLAYER

There will be a Panasonic™, AM/FM/Weather Band stereo radio with compact disc player and auxiliary input jack installed.

The compact disc stereo radio will be mounted within reach of the driver.

The quantity and location of the speakers will be one (1) pair of 5.25" speakers in the cab and one (1) pair of 5.25" speakers in the crew cab.

The type and location of the antenna will be a side-mounted antenna located on the driver's side of the cab.

INFORMATION CENTER

An information center employing a 7.00" diagonal color LCD display will be encased in an ABS plastic housing.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel will be placed between the LCD and protective lens
- Five weather resistant user interface switches
- Black enclosure with gray decal
- Sunlight Readable
- Linux operating system
- Minimum of 400nits rated display
- Display can be changed to an available foreign language

OPERATION

The information center will be designed for easy operation for everyday use.

The page button will cycle from one screen to the next screen in a rotating fashion.

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A video button will allow a NTSC signal into the information center to be displayed on the LCD. Pressing any button while viewing a video feed will return the information center to the vehicle information screens.

A menu button will provide access to maintenance, setup and diagnostic screens.

All other button labels will be specific to the information being viewed.

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used.

If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition
- A red background/text color will indicate a warning condition
- Exterior Ambient Temperature
- Time (12 or 24 hour mode)
- The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more than one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text.

PAGE SCREENS

The Information center will include the following screens:

- Load Manager Screen
 - A list of items to be load managed will be provided. The list will provide:
 - Description of the load
- Individual Load Shed Priority Screen
 - The lower the priority number the earlier the device will be shed should a low voltage condition occur
- Load Status Screen
 - The screen will indicate if a load has been shed (disabled) or not shed.
 - "At a Glance" color features are utilized on this screen
- Do Not Move Truck Screen
 - The screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated:

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- Driver Side Cab Door
- Passenger's Side Cab Door
- Driver Side Crew Cab Door
- Passenger's Side Crew Cab Door
- Driver Side Body Doors
- Passenger's Side Body Doors
- Rear Body Door(s)
- Ladder Rack (if applicable)
- Deck Gun (if applicable)
- Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)
- Chassis Information Screen
 - Engine RPM
 - Fuel Level
 - Battery Voltage
 - Engine Coolant Temperature
 - Engine Oil Pressure
 - "At a Glance" color features are utilized on this screen
- Active Alarms List
 - This screen will show a list of all active text messages. The list items text will match the text messages shown in the "Alert Center". The date and time the message occurred is displayed with each message in the list.

MENU SCREENS

The following screens will be available through the Menu button:

- System Information
 - Battery Volts
 - Pump Hours
 - Transmission Oil Temperature
 - Pump Engaged
 - Engine Coolant Level
 - Engine Oil Level
 - Oil level will only be shown when the engine is not running
 - Power Steering Level
- Display Brightness
 - Brightness
 - Increase and decrease
 - Default setting button

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- Configure Video Mode
 - Set Video Contrast
 - Set Video Color
 - Set Video Tint
- Startup Screen
 - Choose the screen that will be active at vehicle power-up
- Date & Time
 - 12 or 24 hour format
 - Set time and date
- View Active Alarms
 - Shows a list of all active alarms
 - Date and time of the occurrence is shown with each alarm
 - Silence alarms
 - All alarms are silenced
- System Diagnostics
 - Module type and ID number
 - Module version
- Module diagnostics information
 - Input or output number
 - Circuit number connected to that input or output
 - Circuit name (item connected to the circuit)
 - Status of the input or output
 - Power and Constant Current module diagnostic information

Button functions and button labels may change with each screen.

INFORMATION CENTER

An information center employing a 7" diagonal color LCD display will be encased in an ABS plastic housing and will be located on the at the pump panel display.

The information center will have the following specifications:

- Operate in temperatures from -40 to 185 degrees Fahrenheit
- An Optical Gel shall be placed between the LCD and protective lens
- Five (5) weather resistant user interface switches
- Black enclosure with gray decal
- Sunlight Readable
- Linux operating system

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- Minimum of 400nits rated display
- Display can be changed to an available foreign language.

OPERATION

The information center will be designed for easy operation for everyday use.

The page button will cycle from one screen to the next screen in a rotating fashion.

A video button will allow a NTSC signal into the information center to be displayed on the LCD. Pressing any button while viewing a video feed will return the information center to the vehicle information screens.

A menu button will provide access to maintenance, setup and diagnostic screens.

All other button labels will be specific to the information being viewed.

GENERAL SCREEN DESIGN

Where possible, background colors will be used to provide "At a Glance" vehicle information. If information provided on a screen is within acceptable limits, a green background will be used. If a caution or warning situation arises the following will occur:

- An amber background/text color will indicate a caution condition.
- A red background/text color will indicate a warning condition.

Every screen will include the following:

- Exterior Ambient Temperature
- Time (12 or 24 hour mode)
- Text Alert Center:
 - The information center will utilize an "Alert Center" to display text messages for audible alarm tones. The text messages will be written to identify the item(s) causing the audible alarm to sound. If more then one (1) text message occurs, the messages will cycle every second until the problem(s) have been resolved. The background color for the "Alert Center" will change to indicate the severity of the "warning" message. If a warning and a caution condition occur simultaneously, the red background color will be shown for all alert center messages.
- Button Labels: A label for each button will exist. The label will indicate the function for each active button for each screen. Buttons that are not utilized on specific screens will have a button label with no text.

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PAGE SCREENS

The Information center will include the following screens:

Load Manager Screen: A list of items to be load managed will be provided. The list will provide:

- Description of the load
- Individual load shed priority: The lower the priority number the earlier the device will be shed should a low voltage condition occur.
- Load Status: The screen will indicate if a load has been shed (disabled) or not shed.

"At a Glance" color features are utilized on this screen

Do Not Move Truck: The Do Not Move Truck screen will indicate the approximate location and type of item that is open or is not stowed for travel. The actual status of the following devices will be indicated:

- Driver Side Cab Door
- Passenger's Side Cab Door
- Driver Side Crew Cab Door
- Passenger's Side Crew Cab Door
- Driver Side Body Doors
- Passenger's Side Body Doors
- Rear Body Door(s)
- Ladder Rack (if applicable)
- Deck Gun (if applicable)
- Light Tower (if applicable)
- Hatch Door (if applicable)
- Stabilizers (if applicable)
- Steps (if applicable)
- Any other device that is opened, extended, or deployed that creates a hazard or is likely to cause damage to the apparatus if the apparatus is moved, will cause an "Alert Center" message if the parking brake is disengaged.

Chassis Information: The following information will be shown:

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- Engine RPM
- Fuel Level
- Battery Voltage
- Engine Coolant Temperature
- Engine Oil Pressure

"At a Glance" color features are utilized on this screen

Active Alarms List: This screen will show a list of all active text messages. The list items text will match the text messages shown in the "Alert Center". The date and time the message occurred is displayed with each message in the list.

MENU SCREENS

The following screens will be available through the Menu button:

View System Information: A detailed list of vehicle information:

- Battery Volts
- Pump Hours
- Transmission Oil Temperature
- Pump Engaged
- Engine Coolant Level
- Engine Oil Level
- Oil level will only be shown when the engine is not running
- Power Steering Level

Set Display Brightness:

- Brightness: Increase and decrease
- Default setting button

Configure Video Mode:

- Set Video Contrast
- Set Video Color

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- Set Video Tint

Set Startup Screen:

- Choose the screen that will be active at vehicle power-up

Set Date & Time:

- 12 or 24 hour format
- Set time
- Set date

View Active Alarms:

- Shows a list of all active alarms
- Date and time of the occurrence is shown with each alarm
- Silence alarms
 - All alarms are silenced

System Diagnostics:

- Module type and ID number
- Module version
- Module diagnostics information:
 - Input or output number
 - Circuit number connected to that input or output
 - Circuit name (item connected to the circuit)
 - Status of the input or output
- Power and Constant Current module diagnostic information

Button functions and button labels may change with each screen.

VEHICLE DATA RECORDER

A vehicle data recorder (VDR) will be provided. The VDR will be capable of reading and storing vehicle information.

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The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A CD provided with the apparatus will include the programming to download the information from the VDR. A USB cable can be used to connect the VDR to a laptop to retrieve required information.

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 (7-12 Seating Capacity)
- Seat Belt Buckled Status - Yes/No by Position (7-12 Seating Capacity)
- Master Optical Warning Device Switch - On/Off
- Time - 24 Hour Time
- Date - Year/Month/Day

INTERCOM SYSTEM

A six (6) position intercom system with dual radio interface capability at the driver, and officer positions will be provided. The driver will have a wireless base, headset, and charging cable provided. Four (4) crew cab positions, located at three (3) forward facing seats and one (1) rear facing seat , will have intercom and radio listen capabilities.

The following Sigtronics components will be included:

- One (1) US-67D Intercom unit
- Five (5) Corded headset jacks in blue boxes
- One (1) Radio transmit button in blue box (Officer)
- All necessary cabling

Also included in this system:

- One (1) CLPLUS-01 SIG KIT Wireless behind the head headset with radio transmit, CLPLUS-C-S4 Sigtronics interface cord with four (4) conductor jack, and CLPLUS-CHRGR-ACC vehicle headset charger.

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RADIO / INTERCOM INTERFACE CABLES

The apparatus manufacturer will supply and install two (2) radio interface cables before delivery of the vehicle.

The radio equipment to be used by the customer will be:

- E.F. Johnson , Model ef johnson
- E.F. Johnson , Model n

OPTICOM EMITTER INSTALLATION

There will be a customer supplied Opticom emitter only, no switching or additional wiring, sent to the apparatus manufacturers preferred installer to be installed tbd. Specific shipping requirements will be followed.

PORTABLE RADIO CHARGER INSTALLATION

There will be eight (8) customer supplied portable two-way radio chargers(s) sent to the apparatus manufacturers preferred radio installer to be installed tbd. Specific shipping requirements will be followed.

COMPLETE MDT INSTALLATION

There will be one (1) customer supplied Mobile Data Terminal (MDT), Docking station, Mounting bracket, power supply, antenna, GPS, modem, and all cabling sent to the apparatus manufacturers preferred installer to be installed tbd. Specific shipping requirements will be followed.

BRACKET ONLY INSTALLATION

There shall be one (1) customer supplied Thermal Imaging camera charging bracket(s) sent to the apparatus manufacturers preferred installer to be installed tbd.

Specific shipping requirements will be followed.

TWO WAY RADIO INSTALLATION

There will be two (2) customer supplied two way radio(s) sent to the apparatus manufacturers preferred radio installer to be installed tbd per the shipping document.

No antenna mount or whip will be included in this option.

Specific radio shipping requirements will be followed.

VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse
- One (1) camera located on the passenger side of the apparatus, pointing rearward, displayed automatically with the passenger side turn signal

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The camera images will be displayed on the driver's color Mux display. Audio from the microphone on the rear camera will be emitted by an amplified speaker with volume control in the blank panel to the right of the steering column.

The following components will be included:

- One (1) MU047318CA Control box
- One (1) SV-CW134639CAI Camera
- One (1) CS134404CI Side camera
- One (1) Amplified speaker (if applicable)
- All necessary cables

ELECTRICAL POWER CONTROL SYSTEM

The primary power distribution will be located forward of the officer's seating position and be easily accessible while standing on the ground for simplified maintenance and troubleshooting. Additional electrical distribution centers will be provided throughout the vehicle to house the vehicle's electrical power, circuit protection, and control components. The electrical distribution centers will be located strategically throughout the vehicle to minimize wire length. For ease of maintenance, all electrical distribution centers will be easily accessible. All distribution centers containing fuses, circuit breakers and/or relays will be easily accessible.

Distribution centers located throughout the vehicle will contain battery powered studs for supplying customer installed equipment thus providing a lower cost of ownership.

Circuit protection devices, which conform to SAE standards, will be utilized to protect electrical circuits. All circuit protection devices will be rated per NFPA requirements to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting). When required, automotive type fuses will be utilized to protect electronic equipment. Control relays and solenoid will have a direct current rating of 125 percent of the maximum current for which the circuit is protected per NFPA.

SOLID-STATE CONTROL SYSTEM

A solid-state electronics based control system will be utilized to achieve advanced operation and control of the vehicle components. A fully computerized vehicle network will consist of electronic modules located near their point of use to reduce harness lengths and improve reliability. The control system will comply with SAE J1939-11 recommended practices.

The control system will operate as a master-slave system whereas the main control module instructs all other system components. The system will contain patented Mission Critical software that maintains critical vehicle operations in the unlikely event of a main controller error. The system will utilize a Real Time Operating System (RTOS) fully compliant with OSEK/VDX™ specifications providing a lower cost of ownership.

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For increased reliability and simplified use the control system modules will include the following attributes:

- Green LED indicator light for module power
- Red LED indicator light for network communication stability status
- Control system self test at activation and continually throughout vehicle operation
- No moving parts due to transistor logic
- Software logic control for NFPA mandated safety interlocks and indicators
- Integrated electrical system load management without additional components
- Integrated electrical load sequencing system without additional components
- Customized control software to the vehicle's configuration
- Factory and field re-programmable to accommodate changes to the vehicle's operating parameters
- Complete operating and troubleshooting manuals
- USB connection to the main control module for advanced troubleshooting

To assure long life and operation in a broad range of environmental conditions, the solid-state control system modules will meet the following specifications:

- Module circuit board will meet SAE J771 specifications
- Operating temperature from -40 degrees Celsius to +70 degrees Celsius
- Storage temperature from -40 degrees Celsius to +70 degrees Celsius
- Vibration to 50g
- IP67 rated enclosure (Totally protected against dust and also protected against the effect of temporary immersion between 15 centimeters and 1 meter)
- Operating voltage from 8 volts to 16 volts DC

The main controller will activate status indicators and audible alarms designed to provide warning of problems before they become critical.

CIRCUIT PROTECTION AND CONTROL DIAGRAM

Copies of all job-specific, computer network input and output (I/O) connections will be provided with each chassis. The sheets will indicate the function of each module connection point, circuit protection information (where applicable), wire numbers, wire colors and load management information.

ON-BOARD ADVANCED/VISUAL ELECTRICAL SYSTEM DIAGNOSTICS

The on-board information center will include the following diagnostic information:

- Text description of active warning or caution alarms
- Simplified warning indicators
- Amber caution light with intermittent alarm
- Red warning light with steady tone alarm

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All control system modules, with the exception of the main control module, will contain on-board visual diagnostic LEDs that assist in troubleshooting. The LEDs will be enclosed within the sealed, transparent module housing near the face of the module. One (1) LED for each input or output will be provided and will illuminate whenever the respective input or output is active. Color-coded labels within the modules will encompass the LEDs for ease of identification. The LED indicator lights will provide point of use information for reduced troubleshooting time without the need for an additional computer.

ADVANCED DIAGNOSTICS

An advanced, Windows-based, diagnostic software program will be provided for this control system. The software will provide troubleshooting tools to service technicians equipped with an IBM compatible computer.

The service and maintenance software will be easy to understand and use and have the ability to view system input/output (I/O) information.

INDICATOR LIGHT AND ALARM PROVE-OUT SYSTEM

A system will be provided which automatically tests basic indicator lights and alarms located on the cab instrument panel.

VOLTAGE MONITOR SYSTEM

A voltage monitoring system will be provided to indicate the status of the battery system connected to the vehicle's electrical load. The system will provide visual and audible warning when the system voltage is below or above optimum levels.

The alarm will activate if the system falls below 11.8 volts DC for more than 2 minutes.

DEDICATED RADIO EQUIPMENT CONNECTION POINTS

There will be three (3) studs provided in the primary power distribution center located in front of the officer for 2-way radio equipment.

The studs will consist of the following:

- 12-volt 40-amp battery switched power
- 12-volt 60-amp ignition switched power
- 12-volt 60-amp direct battery power

There will also be a 12-volt 100-amp ground stud located in or adjacent to the power distribution center.

ENHANCED SOFTWARE

The solid-state control system will include the following software enhancements:

All perimeter lights and scene lights (where applicable) will be deactivated when the parking brake is released.

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Cab and crew cab dome lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

Cab and crew cab perimeter lights will remain on for 10 seconds for improved visibility after the doors close. The dome lights will dim after 10 seconds or immediately if the vehicle is put into gear.

EMI/RFI PROTECTION

To prevent erroneous signals from crosstalk contamination and interference, the electrical system will meet, at a minimum, SAE J551/2, thus reducing undesired electromagnetic and radio frequency emissions. An advanced electrical system will be used to ensure radiated and conducted electromagnetic interference (EMI) or radio frequency interference (RFI) emissions are suppressed at their source.

The apparatus will have the ability to operate in the electromagnetic environment typically found in fire ground operations to ensure clean operations. The electrical system will meet, without exceptions, electromagnetic susceptibility conforming to SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter. The vehicle OEM, upon request, will provide EMC testing reports from testing conducted on an entire apparatus and will certify that the vehicle meets SAE J551/2 and SAE J1113/25 Region 1, Class C EMR for 10KHz-1GHz to 100 Volts/Meter requirements. Component and partial (incomplete) vehicle testing is not adequate as overall vehicle design can impact test results and thus is not acceptable by itself.

EMI/RFI susceptibility will be controlled by applying appropriate circuit designs and shielding. The electrical system will be designed for full compatibility with low-level control signals and high-powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

ELECTRICAL HARNESSING INSTALLATION

All 12-volt wiring and harnessing installed by the apparatus manufacturer will conform to specification PM-QA W-101: Pierce manufacturing Wiring Harness Specification.

To ensure rugged dependability, all wiring harnesses installed by the apparatus manufacturer will conform to the following specifications:

SAE J1128 - Low tension primary cable

SAE J1292 - Automobile, truck, truck-tractor, trailer and motor coach wiring

SAE J163 - Low tension wiring and cable terminals and splice clips

SAE J2202 - Heavy duty wiring systems for on-highway trucks

NFPA 1901 - Standard for automotive fire apparatus

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FMVSS 302 - Flammability of interior materials for passenger cars, multipurpose passenger vehicles, trucks and buses

SAE J1939 - Serial communications protocol

SAE J2030 - Heavy-duty electrical connector performance standard

SAE J2223 - Connections for on board vehicle electrical wiring harnesses

NEC - National Electrical Code

SAE J561 - Electrical terminals - Eyelet and spade type

SAE J928 - Electrical terminals - Pin and receptacle type A

For increased reliability and harness integrity, harnesses will be routed throughout the cab and chassis in a manner which allows the harnessing to be laid into its mounting location. Routing of harnessing which requires pulling of wires through tubes will not be allowed.

Wiring will be run in loom or conduit where exposed, and have grommets or other edge protection where wires pass through metal. Wiring will be color, function and number coded. Wire colors will be integral to each wire insulator and run the entire length of each wire. Harnessing containing multiple wires and uses a single wire color for all wires will not be allowed. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. All wiring installed between the cab and into doors will be protected by an expandable rubber boot to protect the wiring. 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 wire ends not placed into connectors will be sealed with a heat shrink end cap. Wires without a terminating connector or sealed end cap will not be allowed.
2. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
3. 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.
4. For low cost of ownership, electrical components designed to be removed for maintenance will be quickly accessible. For ease of use, a coil of wire will be provided behind the appliance to allow them to be pulled away from the mounting area for inspection and service work.
5. Corrosion preventative compound will be applied to non-waterproof electrical connectors 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.
6. Any lights containing non-waterproof sockets in a weather-exposed area will have corrosion preventative compound added to the socket terminal area.

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7. All electrical terminals in exposed areas will have DOW 1890 protective Coating applied completely over the metal portion of the terminal.
8. Rubber coated metal clamps will be used to support wire harnessing and battery cables routed along the chassis frame rails.
9. Heat shields will be used to protect harnessing in areas where high temperatures exist. Harnessing passing near the engine exhaust will be protected by a heat shield.
10. Cab and crew cab harnessing will not be routed through enclosed metal tubing. Dedicated wire routing channels will be used to protect harnessing therefore improving the overall integrity of the vehicle electrical system. The design of the cab will allow for easy routing of additional wiring and easy access to existing wiring.
11. All braided wire harnesses will have a permanent label attached for easy identification of the harness part number and fabrication date.
12. All standard wiring entering or exiting the cab will be routed through sealed bulkhead connectors to protect against water intrusion into the cab.

BATTERY CABLE INSTALLATION

All 12-volt battery cables and battery cable harnessing installed by the apparatus manufacturer will conform to the following requirements:

SAE J1127 - Battery Cable

SAE J561 - Electrical terminals, eyelets and spade type

SAE J562 - Nonmetallic loom

SAE J836A - Automotive metallurgical joining

SAE J1292 - Automotive truck, truck-tractor, trailer and motor coach wiring

NFPA 1901 - Standard for automotive fire apparatus

Battery cables and battery cable harnessing will be installed utilizing the following guidelines:

1. All battery cables and battery harnesses will have a permanent label attached for easy identification of the harness part number and fabrication date.
2. Splices will not be allowed on battery cables or battery cable harnesses.
3. For ease of identification and simplified use, battery cables will be color coded. All positive battery cables will be red in color or wrapped in red loom the entire length of the cable. All negative battery cables will be black in color.
4. For ease of identification, all positive battery cable isolated studs throughout the cab and chassis will be red in color.
5. For increased reliability and reduced maintenance, all electrical buss bars located on the exterior of the apparatus will be coated to prevent corrosion.

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ELECTRICAL COMPONENT INSTALLATION

All lighting used on the apparatus will be, at a minimum, a two (2) wire light grounded through a wired connection to the battery system. Lights using an apparatus metal structure for grounding will not be allowed.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order. The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be six (6) 12 volt Exide, Model 31XPD, batteries that include the following features provided:

- 1000 CCA, cold cranking amps
- 200 amp reserve capacity
- High cycle
- Group 31
- Threaded stainless steel studs

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

The batteries will be stored in well-ventilated compartments that are located under the cab and bolted directly to the chassis frame. The battery compartments will be constructed of 3/16" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The compartments will include formed fit heavy-duty roto-molded polyethylene battery tray inserts with drains on each side of the frame rails. The batteries will be mounted inside of the roto-molded trays.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be installed on the battery box on the driver's side. This will allow enough room for easy jumper cable access.

POWER CONVERTER / BATTERY CHARGER

There will be one (1) Progressive Dynamics, Inc., Model PD9280, power converter/battery charger provided.

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The battery charger will be wired to the AC shoreline inlet through an AC receptacle adjacent to this battery charger.

The battery charger will be located in the left body compartment mounted on the front wall as high as possible.

KUSSMAUL AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul Model 091-55-15-120, 15 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus without the use of the generator.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline(s) will be connected to BATTERY.

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 exterior of cab, behind crew cab door.

ALTERNATOR

A Delco Remy®, Model 40SI, alternator will be provided. It will have a rated output current of 320 amps, as measured by SAE method J56. The alternator will feature an integral regulator and rectifier system that has been tested and qualified to an ambient temperature of 257 degrees Fahrenheit (125 degrees Celsius). The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGER

An electronic load management (ELM) system will be provided that monitors the vehicles 12-volt electrical system, automatically reducing the electrical load in the event of a low voltage condition, and automatically restoring the shed electrical loads when a low voltage condition expires. This ensures the integrity of the electrical system.

For improved reliability and ease of use, the load manager system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load management tasks. Load management systems which require additional components will not be allowed.

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The system will include the following features:

- System voltage monitoring.
- A shed load will remain inactive for a minimum of five minutes to prevent the load from cycling on and off.
- Sixteen available electronic load shedding levels.
- Priority levels can be set for individual outputs.
- High Idle to activate before any electric loads are shed and deactivate with the service brake.
 - If enabled:
 - "Load Man Hi-Idle On" will display on the information center.
 - Hi-Idle will not activate until 30 seconds after engine start up.
- Individual switch "on" indicator to flash when the particular load has been shed.
- The information center indicates system voltage.

The information center, where applicable, includes a "Load Manager" screen indicating the following:

- Load managed items list, with priority levels and item condition.
- Individual load managed item condition:
 - ON = not shed
 - SHED = shed

SEQUENCER

A sequencer will be provided that automatically activates and deactivates vehicle loads in a preset sequence thereby protecting the alternator from power surges. This sequencer operation will allow a gradual increase or decrease in alternator output, rather than loading or dumping the entire 12 volt load to prolong the life of the alternator.

For improved reliability and ease of use, the load sequencing system will be an integral part of the vehicle's solid state control system requiring no additional components to perform load sequencing tasks. Load sequencing systems which require additional components will not be allowed.

Emergency light sequencing will operate in conjunction with the emergency master light switch. When the emergency master switch is activated, the emergency lights will be activated one by one at half-second intervals. Sequenced emergency light switch indicators will flash while waiting for activation.

When the emergency master switch is deactivated, the sequencer will deactivate the warning light loads in the reverse order.

Sequencing of the following items will also occur, in conjunction with the ignition switch, at half-second intervals:

- Cab Heater and Air Conditioning
- Crew Cab Heater (if applicable)

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- Crew Cab Air Conditioning (if applicable)
- Exhaust Fans (if applicable)
- Third Evaporator (if applicable)

HEADLIGHTS

There will be four (4) JW Speaker, rectangular LED lights mounted in the front quad style, chrome trim housing on each side of the cab grille:

- The outside light on each side will contain a Model 8800-12V - DOT/ECE LB LED low beam module.
- The inside light on each side will contain a Model 8800 -12V - DOT/ECE HB LED high beam module.

DIRECTIONAL LIGHTS

There will be two (2) Whelen, Model M6T, amber LED populated arrow directional lights provided on the front of the cab, below the headlights. These lights will be provided with a chrome flange.

WARNING LIGHTS LOCATED NEXT TO THE HEADLIGHTS

There will be two (2) Whelen, Model 60**F*R, LED warning lights located on the outside cab corners, next to the headlights. The color of the warning lights will be red LED/clear lens.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided to indicate the presence and overall width of the vehicle in the following locations:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.
- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield.
- Two (2) amber LED marker lights will be installed, one (1) on each side above the cab doors.

INTERMEDIATE LIGHT

There will be two (2) Truck-Lite, Model 30080Y, flange mounted 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. This installation will include a stainless steel cover.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be three (3) LED identification lights located at the rear installed 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

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- 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

All the rear clearance/marker/ID lighting will be activated when the main battery switch and ignition switch are on.

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

There will be the following stop/tail and directional lighting provided at the rear of the truck:

- Two (2) Whelen®, Model 60BTT*, red LED stop/tail lights with clear lenses
- Two (2) Whelen, Model 60A00TAR, amber LED directional lights

The lights shall be mounted in a polished combination housing.

Two (2) Peterson, Model M-392, backup lights will be provided.

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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

Two (2) Whelen, model CAST3, three (3) light aluminum housings will be provided for the rear tail, directional and scene lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) Amdor LumaBar H2O, Model AY-9500-020, 20.00" white LED strip lights provided, one (1) for each cab door.

These lights will be activated automatically when the battery switch is on and the exit doors are opened or by the same means as the body perimeter scene lights.

BODY PERIMETER SCENE LIGHTS

There will be a total of four (4) Amdor LumaBar H2O, Model AY-9500-020, 20.00" LED weatherproof strip lights with brackets provided on the apparatus

The lights will be mounted in the following locations:

- Two (2) lights will be provided under the rear step area.
- One (1) light will be provided each side under the pump panel running boards.

The side facing lights will be activated per the following:

- When the parking brake is applied.
- When the directional lights are activated.

The rear facing lights will be activated per the following and will not activate with the directional circuit or reverse gear:

- When the parking brake is applied.

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ADDITIONAL PERIMETER LIGHTS

There will be four (4) lights additional AmdorLuma Bar H2O, Model AY-9500-020, 20.00" LED perimeter light sticks provided under compartments each side.

The lights will be activated by the same means as the body perimeter lights.

ADDITIONAL PERIMETER LIGHTS

There will be two (2) Fire Research FireFly, Model 110-Q01, white 12 volt DC LED lights installed as perimeter lights with 20 degree bracket(s) located c.

These lights will be activated the same as the body perimeter lights.

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 LIGHT BRACKET

There will be two (2) painted smooth aluminum bracket(s) installed rear of truck on cat walk for the recessed flood lights. The bracket(s) will have all wiring totally enclosed.

12 VOLT LIGHTING

There will be two (2) Whelen Model PFP2, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA203 located on top cat walk rear.

The painted parts of this light assembly to be white.

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- no additional switch location
- no additional switch location

These light(s) may be load managed when the parking brake is set

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12 VOLT LIGHTING

There will be two (2) Whelen Model PFP2, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA203 located 2 on the rear one each side.

The painted parts of this light assembly to be red number 106.

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- a switch at the rear of apparatus on the driver's side
- no additional switch location

These light(s) may be load managed when the parking brake is set

12 VOLT LIGHTING

There will be two (2) Whelen Model PFP2, 12 volt LED floodlight(s) installed in semi-recessed housing(s) Model PBA203 located behind crew cab doors.

The painted parts of this light assembly to be white.

The light(s) selected above will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- no additional switch location
- no additional switch location

These light(s) may be load managed when the parking brake is set

12 VOLT LIGHTING

There will be two (2) Whelen® Pioneer™, Model PCP2*, 12 volt LED combination spot/flood light(s) provided on the front visor, one (1) on the driver's side and one (1) on the passenger's side.

The painted parts of the light assembly to be powder coated Fire Engine red.

The light(s) will be controlled by the following:

- a switch at the driver's side switch panel
- no additional switch location
- no additional switch location

These light(s) may be load managed when the parking brake is set.

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DECK LIGHTS

There will be two (2) Unity, Model AG-S-P46SLC, LED light installed at the rear of the apparatus, one each side.

Individual switches will be provided on each light for on/off.

WATER TANK

Booster tank will have a capacity of 750 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 is 8.00" long x 10.00" wide x 6.00" deep 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.

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Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of .50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a .25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

HOSE BED

The hose bed will be fabricated of .125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Standard hose bed width will be 68.00" inside.

Upper and rear edges of side panels will have a double break for rigidity, a split tube finish will not be acceptable.

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.

Hose bed will accommodate 1250' of 5.0", 600' of 3.0", 300' of 1.75", .

HOSE BED DIVIDER

Three (3) adjustable hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radius extrusion along the top, bottom, and rear edge.

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.

HOSEBED HOSE RESTRAINT

A black hosebed cover will be furnished with bungee cord and hook fasteners at the front and bungee cord and hook fasteners on the sides. There will be 2.00" side release fasteners at the bottom of the rear body sheet below the hosebed. The flap at the rear will be lead shot weighted.

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LETTERING, HOSEBED COVER

Installed on rear flap of the hosebed cover, ruby red vinyl lettering will be provided. There will be eight (8) letters provided. The lettering will be approximately 10.00" non-reflective high. The lettering designation on the cover will be SEABROOK.

RUNNING BOARDS

Running boards will be fabricated of .125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced .50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 24.00" deep in the center area and 8.00" deep to the rear of the side compartments. The tailboard will be T-shaped.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

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.

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HOSE TRAY

One (1) hose tray will be recessed one (1) in each side running board.

Capacity of the tray will be 20.00' of 5.00" soft suction hose.

Rubber matting will be installed on the floor of the tray to provide proper ventilation.

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.

Compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The 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.

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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.

COMPARTMENTATION, DRIVER'S SIDE

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 34.50" wide x 57.25" high x 25.88" deep in the lower 25.00" of

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the compartment and 12.00" deep in the remaining upper portion. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 28.75" wide x 57.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 25.38" high x 12.00" deep. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 58.25" wide x 25.12" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.50" wide x 58.25" high x 25.88" deep in the lower 26.00" of height and 12.00" deep in the remaining upper section of the compartment. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 44.75" wide x 58.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

COMPARTMENTATION, PASSENGER'S SIDE

A full height, rollup door compartment ahead of the rear wheels will be provided.. The interior dimensions of this compartment will be 34.50" wide x 58.25" high x 25.88" deep in the lower 26.00" of the compartment and 12.00" deep in the remaining upper portion. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 28.75" wide x 58.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

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A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 25.38" high x 12.00" deep. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The clear door opening of this compartment will be 58.25" wide x 25.12" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.50" wide x 58.25" high x 25.88" deep in the lower 26.00" of the compartment and 12.00" deep in the remaining upper portion. The height of the compartment will be measured from the compartment floor to the bottom edge of the door roll. The depth of the compartment will be calculated with the compartment door closed. The compartment interior will be fully open from the compartment ceiling to the compartment floor and designed so that no permanent dividers are required between the upper and lower sections. The clear door opening of this compartment will be 44.75" wide x 58.25" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP DOOR, SIDE COMPARTMENTS

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by A&A Manufacturing (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 plus 180 to minus 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 plus 300 to minus 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.

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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.

COMPARTMENTATION, REAR

A rollup door compartment above the rear tailboard will be provided.

Interior dimensions of this compartment will be 40.00" wide x 47.38" high x 25.88" deep in the lower 38.75" of height and 15.75" deep in the remaining upper portion. Depth of the compartment will be calculated with the compartment door closed.

For a chassis with a rear mounted fuel tank, a louvered removable access panel will be furnished on the back wall of the compartment.

Rear compartment will be open into the rear side compartments.

Clear door opening of this compartment will be 33.25" wide x 38.75" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP DOOR, REAR COMPARTMENT

There will be a rear rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by A&A Manufacturing (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 plus 180 to minus 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 plus 300 to minus 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.

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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.

DOOR PULL STRAPS

There will be two (2) compartment doors provided with 14.00" long pull straps. The doors to have these straps will be D2,P2.

COMPARTMENT LIGHTING

There will be seven (7) compartments with Amdor, Model AY-9250, red LED compartment light strips. The strips will be centered vertically along each side of the door framing. The compartments with these strip lights will be located all. The lights will be mounted with mechanical fasteners.

Any remaining compartments will include 6.00" diameter Truck-Lite, Model: 79384, lights in each enclosed compartment. Each light will have a number 1076 single filament, dual wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be five (5) sets of tracks for mounting shelf(s) in TBD. 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 seven (7) shelves with a capacity of 500 lb provided. The shelf construction will consist of .188" aluminum with 2.00" sides. Each shelf will be painted to match the compartment interior. Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location will be ALL .

SLIDE-OUT FLOOR MOUNTED TRAY

There will be three (3) floor mounted slide-out tray(s) with 2.00" sides provided D3 and r1. Each tray will be rated for up to 500lb in the extended position. The tray(s) will be constructed of a minimum .13" aluminum with welded corners. The finish will be painted to match compartment interior.

The trays will be designed for maximum compartment width and depth.

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.

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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.

ALUMINUM PEGBOARD

Two (2) horizontally installed tracks, with .19" aluminum pegboard will be installed on the back wall of four (4) compartments. The holes will be .203" diameter , punched 1.00" on center. The pegboard will be spatter gray painted. The pegboard(s) will be located TBD .

Retainers will be used to mount the pegboard to the tracks.

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

Stainless steel fender crowns will be provided around the rear wheel openings.

A rubber welting will be installed between the body and the crown to seal the seam and restrict moisture from entering.

A dielectric barrier will be provided between the fender crown fasteners (screws) and the fender sheet metal to prevent corrosion.

HARD SUCTION HOSE

NFPA 1901, 2009 edition, section 5.7.2 requires a minimum of 20 ft of suction hose or 15 ft of supply hose.

Hose is not on the apparatus as manufactured. The dealer will provide suction or supply hose.

There will be Two (2) lengths of 12 long x 6.00" diameter hose provided and equipped with a lug couplings provided on the ends. The brand will be kocheck.

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HOSE TROUGH

The troughs for hard suction hoses will be installed below water tank tees. One trough will be on each side at the rear. Each compartment will consist of one trough for each of the hard suction hose, and a vertically hinged, stainless steel door with a latch.

HANDRAILS

The handrails will be Hansen LED lit anti-slip 4000 series, extruded polished aluminum with rubber inserts, to provide a positive gripping surface. The handrails will be lit with a red LED light. The handrails will be activated with the application of the parking brake.

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.

EXTINGUISHER/AIR BOTTLE/ STORAGE (TRIANGULAR)

A total of three (3) extinguisher/air bottle/storage compartments will be provided d/s front. The triangular shaped compartment will be sized to fit a 8.00" diameter extinguisher in the lower area and a 8.00" diameter extinguisher in the upper area. The compartment will be approximately 25.50" deep. A partition will be provided to separate the compartment. Also inside the compartment, black rubber matting will be provided. The compartment will be furnished with a drain hole. A painted stainless steel, triangular shaped door with a chrome plated flush lift & turn latch will be provided to contain the air bottles. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

AIR BOTTLE 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 driver side forward of the rear wheels, on the driver side rearward of the rear wheels, on the passenger side forward of the rear wheels and on the passenger side rearward of the rear wheels . A painted stainless steel door with a chrome plated flush lift & turn latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

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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.

HYDRAULIC LADDER RACK

Ground ladders will be mounted above the right side of the hose body in a specially designed swing-down cradle. This cradle will be electric/hydraulic operated. The system design will have been life cycle tested for at least 14 years of dependable service.

An independent hydraulic pump powered by a 12-volt electric motor will operate the hydraulics. Operation of the hydraulic system for the ladder rack by an engine-powered pump will be totally unacceptable. The hydraulic pump and reservoir will be accessible from the ground through a stainless steel inspection door.

The ladder rack will incorporate two hydraulic rotary actuators, one each located inside the front compartment and the rear compartment. The actuators will be completely enclosed within each compartment to eliminate any pinch points while operating the ladder rack. Lifting arms will be attached outside the compartment body to the front and rear actuator. A center-lifting arm built into the compartment space is unnecessary and is unacceptable.

The rack can be designed in certain situations to provide lifting capabilities up to 500lbs.

The maximum height of the rack from the ground in the lowered position will be no more than 47.00".

The electric control panel will have a master switch on/off switch, an actuation switch, an operation indicator light and operation instructions. The electric controls will be located in such a manner to allow the operator full view of the area into which the ladders will be lowered.

Two (2) air operated safety locks will be furnished to securely maintain the ladder bracket assembly in the travel position. These air operated safety locks will be controlled from the ladder rack control panel.

Ladders will be secured to the cradle with a quadruple locking system. Two (2) locks will secure the first ladder which in turn assists in securing the second and third ladders. The third independent lock will secure the second roof ladder during the installation/removal of the first ladder. The fourth independent lock will secure the extension ladder during the installation/removal of the second ladder.

LADDER RACK INTERLOCK AND NOT STOWED INDICATOR LIGHT

An interlock will be provided to prevent operation of the ladder rack unless the apparatus parking brake has been activated.

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A steady red indicator light will be located on the cab instrument panel and illuminated when the hydraulic ladder rack is not in the stowed position. The light will be labeled "Ladder Rack". In addition, the "Do Not Move Apparatus" light located in the cab will be activated when the hydraulic ladder rack is not in the stowed position.

LIGHTS, FLASHING, HYDRAULIC LADDER RACK

Flashing amber lights facing the front and rear will be provided on the ladder rack and activated whenever the rack is in the down position.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed on the hydraulic ladder rack.

The rear ladder rack arm will have an offset to not block the rear upper zone warning lights.

The ladder rack pivot point will be raised 6.00" on the standard to change the lifting capacity of the rack.

LADDER LOCK COVERS & D/S SPACER

A pair of stainless steel covers will be provided over the hydraulic ladder rack air locks on the passengers side body, and a single spacer will be provided on the drivers side body to match the height of the passengers side rear light.

PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) 8 ft or longer pike pole mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Akron 10' pike pole.

6 FT PIKE POLE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, Section 5.8.3 requires one (1) 6 ft pike pole or plaster hook mounted in a bracket fastened to the apparatus.

The pike pole is not on the apparatus as manufactured. The fire department will provide and mount the pike pole.

The pike pole(s) will be a Akron 6' pike pole.

PIKE POLE STORAGE

There will be two (2) set(s) of chrome plated tulip clips for mounting of customer/dealer supplied pike pole(s). Size and mounting location will be LADDER5 RACK. If the head of a pike pole can come in contact with a painted surface, a stainless steel scuffplate will be provided.

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REAR STEPS

Aluminum treadplate corner steps and bright finished, non-skid folding steps will be provided at the rear. The folding steps will have a black coating. Each folding step will incorporate an LED light to illuminate the stepping surface. The folding steps can be used as a hand hold with two openings wide enough for a gloved hand. All steps will provide adequate surface for stepping.

MIDSHIP FIRE PUMP

Midship fire pump will be a Hale QMAX-XS-200, 2000 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharges at the pressures indicated below:

- 100% of rated capacity at 150 psi net pump pressure.
- 100% of rated capacity at 165 psi net pump pressure.
- 70% of rated capacity at 200 psi net pump pressure.
- 50% of rated capacity at 250 psi net pump pressure.

Entire pump and both suction and discharge passages will be hydrostatically tested to a pressure of 500 psi.

Pump will be fully tested at the pump manufacturer's factory to the performance requirements as outlined by the current NFPA 1901 standards and will be free from objectionable pulsation and vibration.

Pump body and related parts will be of fine grain, alloy cast iron with a minimum tensile strength of 30,000 psi (2041.2 bar).

All moving parts in contact with water will be of high quality bronze or stainless steel.

Pump body will be horizontally split, on a single plane in two (2) sections, for easy removal of entire impeller assembly, including wear rings and bearings from beneath the pump, without disturbing pump piping or the mounting of the pump in the chassis.

Pump will have one (1) double suction impeller. The pump body will have two (2) opposed discharge volute cutwaters to eliminate radial unbalance.

Pump impeller will be hard, fine grain bronze of the mixed flow design, accurately machined, hand-ground, and individually balanced. The vanes of the impeller intake eyes will be hand-ground and polished to a sharp edge. They will be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.

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Impeller clearance rings will be bronze and easily renewable without replacing impeller or pump volute body. They will be of the wrap-around double labyrinth design for maximum efficiency. Pump shaft will be electric furnace heat-treated, corrosion resistant stainless steel. It will be super-finished under packing with galvanic corrosion (zinc separators in packing) protection for longer shaft life. Pump shaft will be sealed with double oil seal to keep road dirt and water out of drive unit.

Pump shaft will be rigidly supported by three (3) bearings for minimum deflection. A high lead bronze sleeve bearing will be located immediately adjacent to the impeller (on the side opposite of the drive unit). The sleeve bearing will be automatically oil lubricated and pressure balanced to exclude foreign material. The remaining bearings will be heavy-duty, deep groove ball bearings in the gearbox and will be splash lubricated.

Pump shaft will have one (1) packing gland located on inlet side of the pump, and will be of the split design for ease of repacking.

Packing gland will be a full-circle threaded design to exert uniform pressure on packing and prevent "cocking" and uneven packing load when it is tightened.

The packing gland will be easily adjusted by hand (with a rod or screwdriver), no special tools or wrenches required.

Packing rings will be of a unique, permanently lubricated, long-life graphite composition, and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

PUMP TRANSMISSION

The drive unit will be cast and completely manufactured and tested at the Hale Products, Inc. factory. The pump drive unit will be of sufficient size to withstand up to 16,000 foot/ pounds of torque from the engine in both the road and pump operating conditions. The drive unit is will be designed with ample lubrication reserve to maintain the proper operating temperature.

The gearbox drive shafts will be of heat treated chrome nickel steel and 2.75" in diameter on both the input and output drive shafts. They will be designed to withstand the full torque of the engine in both road and pump operating conditions.

All gears, both drive and pump, will be of the highest quality, electric furnace, chrome nickel steel. Bores will be ground to size and teeth integrated, crown-shaved and hardened, to give an extremely accurate gear for long life, smooth, quiet running and higher load carrying capability. An accurately cut spur design will be provided to eliminate all possible end thrust.

Pierce Manufacturing will select the pump ratio to provide the maximum performance with the engine and transmission selected. Three (3) green warning lights will be provided to indicate to the operator(s) when the pump has completed the shift from Road to Pump position. Two (2) lights will be located in the truck driving compartment and one (1) light on pump operator's panel adjacent to the throttle control.

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AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the drivers side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged and the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

Another green indicator light will be installed adjacent to the hand throttle on the pump panel and indicate either the pump is engaged and the road transmission is in pump gear, or the road transmission is in neutral and the pump is not engaged. This light will be labeled "Warning: Do not open throttle unless light is on".

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be 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

An Elkhart relief valve will be installed on the suction side of the pump preset at 125 psig.

Relief valve will have a working range of 75 psig to 250 psig.

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.

Control will be located behind an access door at a side pump panel.

PRESSURE GOVERNOR

This apparatus will be equipped with a Class1 "Total Pressure Governor" engine/pump governor/throttle system that is connected directly to the Electronic Control Module (ECM) mounted on the engine. The "Total Pressure Governor" is to operate as a pressure sensor (regulating) governor (PSG).

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A special preset feature will permit a predetermined pressure or RPM to be set. The preset pressure or RPM will be displayed on the message display of the "Total Pressure Governor". The preset will be easily adjustable by the operator

The pressure sensor governor system will be operable only after the vehicle parking brake has been set, the transmission is in the pumping mode, and the fire pump has been engaged.

The pressure sensor governor system will have two (2) modes of operation: pressure mode or rpm mode.

When in the pressure mode, the PSG system will automatically maintain the discharge pressure set by the operator regardless of flow (within engine/pump operating capabilities).

In the rpm mode, the PSG system will automatically maintain a set engine speed, regardless of engine load (within engine operation capabilities).

A pump cavitation protection feature will be provided which will return the engine to idle should the pump cavitate.

The pressure controller will incorporate monitoring for engine coolant temperature, oil pressure, and battery voltage.

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

Two (2) pump manuals from the pump manufacturer will be furnished in compact disc format with the apparatus. The manuals will cover pump operation, maintenance, and parts.

PLUMBING

All inlet and outlet plumbing, 3.00" and smaller, will be plumbed with either stainless steel pipe or synthetic rubber hose reinforced with high-tensile polyester braid. If hose is used, it must have a minimum burst rating of 1,000 psi and be equipped with high pressure couplings. Larger inlets and outlets will be threaded or welded black iron pipe. Small diameter secondary plumbing such as drain lines will be stainless steel, brass or hose.

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.

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All lines to drain through either a master drain valve or will be equipped with individual drain valves. All individual drain lines for discharges will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

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

On the left side pump panel will be one (1) - 2.50" auxiliary inlet, terminating in 2.50" National Standard Hose Thread. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

RIGHT SIDE INLET

On the right side pump panel will be one (1) - 2.50" auxiliary inlet, terminating in 2.50" National Standard Hose Thread. The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

The location of the valve for the two (2) inlets will be behind the pump panel.

ANODE, INLET

A pair of sacrificial zinc anodes will be provided in the water pump inlets to protect the pump from corrosion.

INLET CONTROL

Control for the side auxiliary inlet(s) will be located at the inlet 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

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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 heavy duty piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A second tank to pump line will be provided with heavy duty piping and a quarter turn 3.00" full flow valve. The second tank to pump line control will be located at the pump operator's panel. This tank to pump line will come off an inlet manifold and into the tank face. The piping will then curve down into a second sump in the water tank. A rubber coupling will be installed within this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in both tank to pump supply lines 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 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE DISCHARGE OUTLETS

There will be one (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LARGE DIAMETER DISCHARGE OUTLET

There will be a 4.00" discharge outlet with a 3.50" Akron valve with a 3.00" ball, installed on the right side of the apparatus, terminating with a 4.00" (M) National Standard hose thread adapter. This discharge outlet will be actuated with a handwheel control with position indicator at the pump operator's control panel.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the left side of the front bumper.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

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There will be Class 1 automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

There will be two (2) discharge outlets piped to the rear of the hose bed, one (1) each 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

Chrome plated, rocker lug, caps with chains will be furnished for all side discharge outlets.

The caps will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDERS

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.

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The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet will be furnished with a 4.00" (F) National Standard hose thread x 4.00" Storz elbow adapter with Storz cap.

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 with a handwheel control.

TELESCOPIC PIPING

The deluge riser piping will include a 18.00" Task Force Model XG18 Extend-A-Gun extension.

This extension will be telescopic to allow the deluge gun to be raised 18.00" increasing the range of operation.

A position sensor will be provided on the telescopic piping that will activate the "do not move vehicle" light inside the cab when the monitor is in the raised position.

MONITOR

A Task Force Crossfire #XFT-NJ monitor will be properly installed on the deluge riser. This monitor will be painted to match the body.

The deluge riser Extend-a-Gun will have provisions for direct mounting a Task Force CrossFire monitor.

SPEEDLAYS WITH TRAY

Ahead of the pump enclosure will be two (2)-1.50" speedlay hose beds. Each bed will have a 1.50" preconnect 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.

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Below the above speedlay will be one (1)-2.50" speedlay hose bed. This bed will have a 2.50" preconnect line with a 2.50" quarter-turn ball valve and terminate with a 2.50" 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.

Each compartment will be capable of carrying 200 feet of double jacketed hose with the one (1) compartment located above the other. The upper two compartments will carry 1.75" hose and the lower compartment will carry 2.50" hose.

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.

BOOSTER HOSE REEL

A Hannay electric rewind booster hose reel will be installed over the pump in a recessed open compartment on the left side of the apparatus.

A polished stainless steel roller and guide assembly will be mounted on the reel side of the apparatus.

Discharge control will be provided at the pump operator's panel. Plumbing to the reel will consist of 1.50" Aeroquip hose and a 1.50" valve

The exterior finish of the reel will be painted job color matching the body exterior.

Reel motor will be protected from overload with a sized automatic reset circuit breaker.

An electric rewind control switch will be installed on the reel side pump panel.

Capacity of the hose reel will be 200 feet of 1.00" booster hose.

FOAM PROPORTIONER

A foam proportioning system will be provided that 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 balance and proportion foam solution at rates from .1 percent to 9.9 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. This will provide a versatile system to meet the demands at a fire scene.

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SYSTEM CAPACITY

The system will have the ability to deliver the following minimum foam solution flow rates that meet or exceed NFPA requirements at a pump rating of 250 psi.

200 gpm @ 6 percent

400 gpm @ 3 percent

1200 gpm @ 1 percent

The foam concentrate setting may be adjusted in .1 percent increments from .1 percent to 9.9 percent. Typical settings are .3 percent, .5 percent and 1.0 percent (The 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 operator's panel. Push button controls will be integrated into the panel to turn the system on/off, control the foam percentage, direct which foam to use on a multi-tank system, and to set the operation modes (automatic, manual, draft, calibration, or flush).

The percent of injection will have presets for Class A and Class B foam. These presets 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.

In order to minimize the use of abbreviations and interpretations, system information will be displayed on the panel by way of .50 tall LEDs that total 14 characters (two (2) lines of seven (7) each). System on and foam pump on indicator lights will also be included. Information displayed will include mode of operation (automatic, manual, draft, calibration, or flush), foam supply selected (Class A or Class B), water total, foam total, foam percentage, remaining gallons, and time remaining.

The control display will direct 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.

LOW LEVEL, FOAM TANK

The control head will display a warning message when the foam tank in use is below a quarter tank.

HYDRAULIC DRIVE SYSTEM

The foam concentrate pump will be powered by a hydraulic drive system, which is automatically activated, whenever the vehicle water pump is engaged. A system that drives the foam pump via an electric motor will not be acceptable. A large parasitic electric load used to power the foam pump can cause an overload of the chassis electrical system.

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Hydraulic oil cooler will be provided to automatically prevent overheating of the hydraulic oil, which is detrimental to system components. The oil/water cooler will be designed to allow continuous system operation without allowing hydraulic oil temperature to exceed the oil specifications.

The hydraulic oil reservoir will be of four (4) gallons minimum capacity and will also be of sufficient size to minimize foaming and be located to facilitate checking oil level or adding oil without spillage or the need to remove access panels.

FOAM CONCENTRATE PUMP

The foam concentrate pump will be of positive displacement, self-priming; linear actuated design, driven by the hydraulic motor. 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 12 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. The external foam pick-up will be designed to allow use with training foam or colored water for training purposes.

PANEL MOUNTED STRAINER/EXTERNAL PICK-UP CONNECTION

A bronze body strainer/connector unit will be provided. The unit will be mounted to the pump panel. The external foam pick-up will be one (1) 1.00" male connection with chrome-plated cap integrated to a 2.00" strainer cleanout cap. A check valve will be installed in the pick-up portion of the cleanout cap. A basket style stainless steel screen will be installed in the body of the strainer/connector unit. Removal of the 2.00" cleanout cap will be all that is required to gain access to and remove the stainless steel basket screen. The strainer/connector unit will be ahead of the foam concentrate pump inlet port to insure that all agent reaching the foam pump has been strained.

PICK-UP HOSE

A 1.00" flexible hose with an end for insertion into foam containers will be provided. The hose will be supplied with a 1.00" female swivel NST thread swivel connector. The hose will be shipped loose.

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DISCHARGES

The foam system will be plumbed to seven (7) discharges. The discharges capable of dispensing foam will be tbd.

SYSTEM ELECTRICAL LOAD

The foam proportioning will not impose an electrical load on the vehicle electrical system any greater than five (5) amps at 12VDC.

FOAM SUPPLY VALVE

Electric valves will be used for the foam supply. The foam supply valves will be controlled at the foam system control head for ease of operation. The supply valves will be electric, remote controlled, to eliminate air pockets in the foam tank supply hose.

MAINTENANCE MESSAGE

A message will be displayed on the control head to advise when system maintenance needs to be performed. The message will display interval for cleaning the foam strainer, cleaning for the water strainers, and changing the hydraulic oil.

FLUSH SYSTEM

The system will be designed such that a flush mode will be provided to allow the system to flush all foam concentrate with clear water. The flush circuit control logic will ensure the foam tank supply valve is closed prior to opening the flush valve. The flush valve will be operated at the foam system control head for ease of operation. The valve will be electrically controlled and located as close to the foam tank supply valve as possible. A manual flush drain valve will be labeled and located under the driver's side running board.

FOAM GENERATING SYSTEM, CAF

A Hercules 140 cfm capacity compressed air foam, will be provided. The system will supply six (6) 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 tbd 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

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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 hydraulic drive system will drive the foam proportioner, in addition to the air compressor.

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

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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 foam system compressor will be provided on one of the pump panels. This outlet will have a chrome plated 1.0" FNST swivel fitting at the panel and a valve behind the pump

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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.

REFILL, FOAM TANKS

The foam system's proportioning pump will be used to fill the Class A 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 stating TANK A FILL. While the proportioner pump is filling the tank, the controller will display FILL TANK A. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK A FULL.

A separate air operated fill pump, controlled by the foam system controller, will be provided for filling the Class B foam tank. A separate inlet connection, mounted on the pump panel will be provided for this fill system. 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 connection will be the same as the foam intake connection, in order to allow the use of the foam pick-up hose as the fill hose. The fill operation will be controlled by a mode in the foam system controller stating TANK B FILL. To fill the tank, the controller will start and run the air operated pump. While the pump runs, the controller will display FILL TANK B. When the tank is full, as determined by the float switch in the tank dome, the pump will stop and the controller will display TANK B FULL.

FOAM SYSTEM TRAINING

The fire department will be provided training for the foam / CAFS system installed on their apparatus. The operation of the systems will only be demonstrated by factory approved or certified personnel.

This demonstration will include:

- A review of the foam system manual, emphasizing key areas
- A walk around review of the system components on the finished truck
- A hands-on foam / CAFS system startup and foam discharge session
- Instructions on the use of the manual overrides
- A demonstration explaining the proper way to shutdown and flush the foam 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 not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

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FOAM TANK DRAIN

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter. The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied 1.00" foam pick up hose will be attached to the screen assembly by way of the adapter. The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

FOAM CELL

The foam cell will be an integral portion of the polypropylene water tank. The cell will have a capacity of 50 gallons of foam with the intended use of Class B foam. The brand of foam stored in this cell will be TBD. The foam cell will not reduce the capacity of the water tank. The foam cell will have a screen in the fill dome and a breather in the lid.

FOAM TANK DRAIN

A system of 1.00" foam tank drains will be provided, integrated into the foam systems strainer and tank to foam pump valve management system. The tank to pump hoses running from the tank(s) to the panel mounted strainer will 1.00" diameter. The foam system controller will have a mode that allows for a given foam valve to be opened at will. Flow of foam from the tank valve to the strainer will be usable as a tank drain mode.

An adaptor will be supplied, that allows the 1.00" foam intake screen to assembly to be used as a drain outlet. The standard supplied, 1.00" foam pick up hose will be attached to the screen assembly by way of the adapter. The drain mode will allow the operator to open and close the tank valve as required from the control head, to drain foam and re-fill foam containers through the connected hose, without foam spillage beneath the vehicle.

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.

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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.

PUMP CONTROL PANELS (SIDE CONTROL)

All pump controls and gauges will be located at the left (driver's) side of the apparatus and properly marked.

The pump panel on the right (passenger's) side is removable with lift and turn type fasteners. The left (driver's) side is fastened with screws.

The control panels will be 56.00" wide.

The gauge and control panels will be two (2) separate panels for ease of maintenance.

The side gauge panel will be hinged at the bottom with a full length stainless steel hinge. The fasteners used to hold the panel in the upright position will be quarter turn type. Vinyl covered cable or chains will be used to hold the gauge panel in the dropped position.

Polished stainless steel trim collars will be installed around all inlets and outlets.

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.

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 in individual chrome plated castings with the identification tag recessed in the casting below the gauge. All remaining identification tags will be mounted on the pump panel in chrome plated bezels. Mounting of the castings and identification bezels will be done with a threaded peg cast on the back side of the bezel or screws.

PUMP PANEL CONFIGURATION

The pump panel configuration will be neat and orderly.

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.

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The passenger's side pump panel will be removable and fastened with swell type fasteners.

PUMP COMPARTMENT LIGHTS

There will be one (1) Truck-Lite, model 44207C, 4.00" diameter LED light(s) provided inside the pump enclosure.

The lights will be activated when the battery switch is on and by a switch on the pump panel.

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

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be properly labeled and put within easy reach of the operator.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1, Inc.

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#.

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The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water 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 water 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 water 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 water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

WATER LEVEL GAUGE

A water level gauge system will be provided at each side behind crew cab door high. Each will be provided with four (4) Whelen, Model M7*C LED lights with Whelen, Model M7FC chrome flanges. The total quantity of the water level gauge systems to be provided will be two (2).

The lights will be vertically mounted and indicate the following:

- Top light with green LED, clear lens - water level full
- Next light with blue LED, clear lens - water level 3/4 full
- Next light with amber LED, clear lens - water level 1/2 full
- Bottom light with red LED, clear lens - water level 1/4 full when on solid and will flash when empty.

The above system will function similar to the standard five (5) light at the pump panel.

The lights will be activated battery switch is on.

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FOAM LEVEL GAUGE

An electronic foam level gauge will be provided on the operator's panel for each foam tank, that registers foam level by means of five colored LED lights. The lights will be durable, ultra-bright five LED design viewable through 180 degrees. The foam level indicators will be as follows:

- 100% = Green
- 75% = Yellow
- 50% = Yellow
- 25% = 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 field calibratable display measures head pressure to accurately show the tank level.

LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed over the pump operators panel.

- 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.

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AIR HORN SYSTEM

Two (2) Grover Stuttertone air horns will be provided and located in the front bumper, recessed OUTSIDE. The horn system will be piped to the air brake system wet tank utilizing .38" tubing. A pressure protection valve will be installed in-line to prevent loss of air in the air brake system.

AIR HORN CONTROL

The air horns will be actuated by a lanyard rope pull control within reach of the officer 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 Whelen, Model 295HFS3, electronic remote siren with bail mount head and noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

NFPA 1901, Section 13.9.1.1 requires the siren manufacturer to certify the siren as meeting the requirements of SAE J1849, Emergency Vehicle Sirens.

Per the fire department specification, the siren and siren speaker come from separate manufacturers and a certification is therefore invalid. The apparatus will be non compliant to NFPA 1901 standards at time of contract execution.

Siren head will be located on a swivel bracket mounted on the headliner so that it is accessible to both the driver and officer. The swivel bracket will be capable of rotating a minimum of 180 degrees.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be two (2) speakers provided. Each speaker will be a Whelen model SA315P black nylon composite, 100-watt, with through bumper mounting brackets. Each speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

A Federal Q2B® siren will be furnished. A siren brake button will be installed on the switch panel.

The control solenoid will be powered up after the emergency master switch is activated.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

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The mechanical siren will be actuated by a foot switch on the officer's side and by the horn button in the steering wheel. The driver will have the option to control the siren or the chassis horns from the horn button by means of a selector switch located on the instrument panel.

CAB ROOF LIGHTBAR

There will be two (2) 24.00" Whelen LED lightbars mounted on the cab roof, one (1) on each side, above the driver's and passenger's door.

The driver's side lightbar will include the following:

- One (1) red flashing LED module in the outside end position.
- One (1) red flashing semi circle LED module in the outside front corner position.
- One (1) white flashing LED module in the front position.
- One (1) red flashing semi circle LED module in the inside front corner position.

The passenger's side lightbar will include the following:

- One (1) red flashing semi circle LED module in the inside front corner position.
- One (1) white flashing LED module in the front position.
- One (1) red flashing semi circle LED module in the outside front corner position.
- One (1) red flashing LED module in the outside end position.

The color of the lenses will be clear.

There will be a switch in the cab on the switch panel to control these lightbars.

The white flashing LED modules will be disabled when the parking brake is applied.

ADDITIONAL SIDE CAB ROOF LIGHTBARS

There will be two (2) 28.25" Whelen, Freedom Rota-Beam LED lightbars mounted on the cab, one (1) on each side, located over the crew cab doors. These lights will be parallel to the side of the apparatus.

Each lightbar will include the following:

- One (1) red LED module in the front outside corner position.
- One (1) red LED module in the outside position.
- One (1) red LED module in the rear outside corner position.

The lens color of each lightbar will be clear.

These lightbars will be controlled by the roof light switch.

The red LED modules may be load managed when the parking brake is applied.

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CAB FACE WARNING LIGHTS

There will be four (4) Whelen, Model M6*C, LED flashing warning lights installed on the cab face, above the headlights with with a flange.

- The driver's side front outside warning light to be blue.
- The driver's side front inside warning light to be red.
- The passenger's side front inside warning light to be red.
- The passenger's side front outside warning light to be blue.

All four (4) lights will include a clear lens.

There will be a switch located in the cab, on the switch panel, to control the four (4) lights.

The inside lights may be load managed if colored or disabled if white, when the parking brake is set.

ROTO RAY LIGHT

There will be one (1) Roto Ray, Model 4000W rotating warning light provided on the front of the cab through the top section of the front grille.

This warning light will include the following:

- First light to be a PAR46 red LED with clear lens.
- Second light to be PAR46 red LED with clear lens.
- Third light to be PAR46 red LED with clear lens.

There will be a switch located in the cab on the switch panel to control the light.

There will be a parking brake activated circuit added to the rotating warning light. When the battery switch is on, the emergency master switch is on and the parking brake is set, the LED lights will change from steady burn to flashing.

This light will stop rotating when the parking brake is applied.

The flashing lights may be load managed when the parking brake is applied.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen, Model M6* LED flashing warning lights with Whelen, Model M6FC chrome flanges located in the following positions:

Two (2) lights, one (1) each side on the bumper extension.

- The side front light to be red to the front and white to the rear.

Two (2) lights, Low behind crew cab door.

- The side middle lights to be red.

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Two (2) lights, CENTERED OVER REAR WHEELS.

- The side rear lights to be red.

All six (6) lights will include a clear lens.

There will be a switch located in the cab on the switch panel to control the lights.

Any white warning lights will be disabled when the parking brake is set.

INTERIOR CAB DOOR WARNING LIGHTS

There shall be four (4) Whelen®, Model M4*C, LED flashing warning lights provided, one (1) on each cab and crew cab door pan.

The color will be amber.

Each light will include a lens that is clear.

Each light will be activated by the door jam switch of the associated door.

SIDE WARNING LIGHTS

There will be two (2) Whelen, Model M6* split LED flashing warning light(s) with chrome bezel(s) provided angled bumper recessed.

The color of the light(s) to be red to the front and blue to the rear.

All of these lights will include a clear lens.

These lights will be activated with with the side warning switch.

Any white warning lights will be disabled when the parking brake is set.

REAR ZONE LOWER LIGHTING

There will be two (2) Whelen®, Model M6*C, LED flashing warning lights with Model M6FC, chrome flanges located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be red

Both lights will include a lens that is clear.

There will be a switch located in the cab on the switch panel to control the lights.

REAR OF HOSE BED WARNING LIGHTS

There will be two (2) Whelen Rota-Beam, Model R316*F, 4.00" high x 7.19" wide beacons with clear domes provided.

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The rear zone upper lights to be amber on the driver side and red on the officer side.

There will be a switch located in the cab on the switch panel to control the beacons.

The rear warning lights will be mounted on stainless steel brackets with all wiring totally enclosed. These brackets will also support the clearance/marker lights.

ELECTRICAL SYSTEM GENERAL DESIGN FOR ALTERNATING CURRENT

The following guidelines will apply to the 120/240 VAC system installation:

General

Any fixed line voltage power source producing alternating current (ac) line voltage will produce electric power at 60 cycles plus or minus 5 cycles.

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures will conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus will be listed and installed in accordance with the manufacturer's instructions. All products will be used only in the manner for which they have been listed.

Grounding

Grounding will be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems will not be used. Only stranded or braided copper conductors will be used for grounding and bonding.

An equipment grounding means will be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) will be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor will be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure will be bonded to the vehicle frame by a copper conductor. This conductor will have a minimum ampere rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements will be permitted to be used.

All power source system mechanical and electrical components will be sized to support the continuous duty nameplate rating of the power source.

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Operation

Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, will be permanently attached to the apparatus at any point where such operations can take place.

Provisions will be made for quickly and easily placing the power source into operation. The control will be marked to indicate when it is correctly positioned for power source operation. Any control device used in the drive train will be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label will be permanently attached to the apparatus near the operator's control station. The label will provide the operator with the information detailed in Figure 19-4.10.

Direct drive (PTO) and portable generator installations will comply with Article 445 (Generators) of the NEC.

Overcurrent protection

The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device will not exceed 144.00" (3658 mm) in length.

For fixed power supplies, all conductors in the power supply assembly will be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main overcurrent protection device will be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

Wiring Methods

Fixed wiring systems will be limited to the following:

- Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
- or
- Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit will not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring will be run as follows.

- Separated by a minimum of 12.00" (305 mm), or properly shielded, from exhaust piping
- Separated from fuel lines by a minimum of 6.00" (152 mm) distance

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Electrical cord or conduit will be supported within 6.00" (152 mm) of any junction box and at a minimum of every 24.00" (610 mm) of continuous run. Supports will be made of nonmetallic materials or corrosion protected metal. All supports will be of a design that does not cut or abrade the conduit or cable and will be mechanically fastened to the vehicle.

Wiring Identification

All line voltage conductors located in the main panel board will be individually and permanently identified. The identification will reference the wiring schematic or indicate the final termination point. When prewiring for future power sources or devices, the unterminated ends will be labeled showing function and wire size.

Wet Locations

All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, will be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location will be not less than 24.00" (610 mm) from the ground. Receptacles on off-road vehicles will be a minimum of 30.00" (762 mm) from the ground.

The face of any wet location receptacle will be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle will be installed in a face up position.

Dry Locations

All receptacles located in a dry location will be of the grounding type. Receptacles will be not less than 30.00" (762 mm) above the interior floor height.

All receptacles will be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they will be so marked.

Listing

All receptacles and electrical inlet devices will be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages will be rated for the appropriate service.

Electrical System Testing

The wiring and associated equipment will be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment will be subjected to a dielectric voltage withstand test of 900-volts for one (1) minute. The test will be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test will be conducted after all body work has been completed.

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Electrical polarity verification will be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

Operational Test per Current NFPA 1901 Standard

The apparatus manufacturer will perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test will be witnessed and the results certified by an independent third-party certification organization.

The prime mover will be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source will be operated at 100 percent of its nameplate voltage for a minimum of two (2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.

Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard will be applied to the low voltage electrical system during the operational test.

GENERATOR

The apparatus will be equipped with a complete AC (alternating current) electrical power system. The generator will be a Harrison Model 8.0MAS-16R/D-11011/15/1, 8,000 watt hydraulic driven unit.

The generator will be driven by a transmission power take off unit, through a hydraulic pump and motor.

The hydraulic engagement supply will be operational at any time (no interlocks).

An electric/hydraulic valve will supply hydraulic fluid to the clutch engagement unit provided on the chassis PTO drive.

Generator Instruments and Controls

To properly monitor the generator performance a digital meter panel will be furnished and mounted on the pump operator's panel.

GENERATOR LOCATION

The generator will be mounted in the D3. The flooring in this area will be either reinforced or constructed in such a manner that it will handle the additional weight of the generator.

GENERATOR START

There will be a switch provided on the cab instrument panel to engage the generator.

CIRCUIT BREAKER PANEL

The circuit breaker panel will be located D3.

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GROUND FAULT CIRCUIT INTERRUPTER

The specified 120 volt option TBD will be supplied with a ground fault circuit interrupter (GFCI) circuit breaker.

The total quantity will be three (3) circuit breakers.

The GFCI breakers will only be used in the branch circuits and will not be used as a "master" circuit breaker.

LIGHT TOWER

There will be one (1) Command Light Knight, Model KL415A, light tower provided on the apparatus.

There will be six (6) Fire Research, Model Spectra MAX-S B28, 120 volt AC light heads included on this tower.

This tower will include the back light option.

This tower will include an amber strobe light.

This tower will activate the Do Not Move Truck Indicator light in the cab if not in the stowed position when the parking brake is released.

LIGHT TOWER LOCATION

The light tower will be installed in the front hose bed area.

LIGHT TOWER CONTROLLER

There will be a handheld wired controller included with the light tower.

LOCATION FOR THE LIGHT TOWER CONTROLLER

The light tower controller will be installed in the driver's side front body compartment.

ELECTRIC CORD REEL

Furnished with the 120 volt AC electrical system will be a Hannay, Series 1600, cord reel. The reel will be provided with a 12-volt electric rewind switch, that is guarded to prevent accidental operation and labeled for its intended use. The switch will be protected with a fuse and installed at a height not to exceed 72.00" above the operators standing position.

The exterior finish of the reel(s) will be painted job color matching the body exterior.

A captive roller assembly to be provided to aid in the payout and loading of the reel. A ball stop will be provided to prevent the cord from being wound on the reel.

A label will be provided in a readily visible location adjacent to the reel. The label will indicate current rating, current type, phase, voltage and total cable length.

A total of two (2) cord reels will be provided r-1.

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The cord reel will be configured with three (3) conductors.

CORD

Provided for electric distribution will be two (2) lengths, one (1) for each reel, of 200 feet of yellow 10/3 electrical cord, weather resistant 105 degree Celsius to -50 degree Celsius, 600 volt jacketed SOOW cord. No connector will be installed on the end of the cord.

PORTABLE JUNCTION BOX

There will be one (1) 120 vac 20 amp #5-20 duplex GFI receptacle and three (3) 120 vac, 20 amp, twist lock #L5-20 receptacles, and a locator/indicator light provided in an outlet box. The junction box construction will be weatherproof and have flip-up covers lined with soft neoprene rubber at each outlet opening. The junction box will be a Circle-D, model PF-51 GFCI-3.

No connector.

A total of two (2) will be provided.

JUNCTION BOX HOLDER

There will be a stainless steel junction box holder installed adjacent to the cord reel. A total of one (1) will be installed.

Location will be TBD.

STIRRUP SWITCH

A galvanneal steel fabricated bracket will be installed under the running board below the reel. The bracket will resemble a stirrup and hold a foot operated, 12 volt electric, reel re-wind switch. The switch will be labeled for its intended use.

A total of two (2) will be installed.

120 VOLT RECEPTACLE

There will be two (2), 20 amp 120 volt AC three (3) wire twist lock receptacle(s) with waterproof flip up cover(s) installed BEHIND REAR WHEELS. The NEMA configuration for the receptacles will be L5-20R.

The receptacle(s) will be powered from the on board generator.

There will be a label installed near the receptacle(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency
- Power Source

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LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA REQUIRED LOOSE EQUIPMENT, PROVIDED BY FIRE DEPARTMENT

The following loose equipment as outlined in NFPA 1901, 2009 edition, section 5.8.2 and 5.8.3 will be provided by the fire department. All loose equipment will be installed on the apparatus before placed in emergency service, unless the fire department waives NFPA section 4.21.

- 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) playpipe with shutoff and 1.00" (25 mm), 1.125" (29 mm), and 1.25" (32 mm) tips.
- One (1) SCBA complying with NFPA 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services, 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 mounted in bracket(s) fastened to the apparatus.
- Two (2) hydrant wrenches mounted in brackets fastened to the apparatus.
- 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).
- One (1) double female 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus.
- One (1) double male 2.50" (65 mm) adapter with National Hose threads, mounted in a bracket fastened to the apparatus.
- One (1) rubber mallet, for use on suction hose connections, mounted in a bracket fastened to the apparatus.
- 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" (102 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.

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- 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).
- 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

There will be no soft suction hose provided.

STRAINER PROVIDED BY DEALER

NFPA 1901, 2009 edition, section 5.7.2.1.1 requires a suction strainer when suction hose is provided.

The strainer is not on the apparatus as manufactured. The dealer will provide the suction strainer.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, section 5.8.3 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, 2009 edition, section 5.8.3 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.

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FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

NFPA 1901, 2009 edition, Section 5.8.3 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, 2009 edition, Section 5.8.3 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 - BODY PAINTED TO MATCH CAB

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom body will be thoroughly cleaned and prepared for painting. Surfaces that will not be painted include all chrome plated, polished stainless steel, anodized aluminum and bright aluminum treadplate. Each imperfection on the exterior metal surface will be removed or filled and then sanded smooth for a smooth appearance. All seams will be sealed before painting.
2. Chemical Cleaning and Treatment - The aluminum surfaces will be properly cleaned using a four (4)-phase, high pressure and high temperature acid etching system. All steel surfaces will be properly treated using a three (3)-phase, high temperature, cleaning/phosphatizing system. Surfaces are chemically cleaned to remove all dirt, oil, grease and metal oxides to ensure the subsequent coatings bond well. An ultra pure water final rinse of 25 parts per million solids or less, will be applied to final rinse all metal surfaces at the conclusion of the metal treatment process. This final rinse ensures all chemical residues are removed and that no minerals, (salts), from the water dry onto the metal surface and remain under the primers and topcoats. These salts can lead to blistering and under film corrosion.
3. Primer/Surfacer Coats - A minimum of two (2) mil dry, (.002), of two component urethane primer/surfacer will be hand applied to the chemically treated metal surfaces to provide a strong corrosion protective base coat and to smooth out the surface. The primer is a high solids and low VOC paint.
4. Hand Sanding to Ultra Fine Finish - The primer/surfacer coat is lightly sanded with mild abrasive paper to an ultra smooth finish. This hand finish process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer Coat - A two (2) component sealer primer coat is applied over the sanded primer to again build toward the final smooth finish. This layer of primer sealer also gives additional corrosion protection.

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6. Topcoat Paint - Two (2) coats of an automotive grade, two component acrylic urethane paint are applied to provide the lasting beauty and durability. The acrylic urethane topcoat contains a clear coat resin chemistry that creates the high gloss and depth of image. This type of topcoat provides the best resistance against acid rain and other more common chemicals.

7. Clearcoat - Two (2) coats of an automotive grade two (2) component urethane will be applied. Lap style doors will be clear coated to match the body. Roll-up doors will not be clear coated and the standard roll-up door warranty will apply.

A cyclic corrosion test, (General Motors test GM-9540), of 40 cycles will be required before making changes to the exterior coating process. Exterior coating systems, (excluding the undercarriage components), must achieve a 1/16 or less maximum creep from the scribe for aluminum and an 1/8 or less maximum creep from the scribe for galvalume after 40 cycles in the General Motors GM-9540 test.

Each batch of color topcoat, together with the finish painted vehicle, is tested for precise color match. Visual color match will be checked following ASTM D-1729, (American Standard Testing Methods), procedures using CIE, (International Commission on Illumination), D75 Northern Daylight light source. Instrumental color match will follow ASMT D-2244 procedures with a maximum delta E of 1.0 for whites, 1.4 for yellows, blues, greens and 1.5 for reds.

All removable items such as brackets, compartment doors, door hinges, trim, etc. will be removed and painted separately to insure paint behind all mounted items. Body assemblies that can not be finish painted after assembly will be finish painted before assembly.

The cab and the body will be painted MATCH 16396 .

Prior to reassembly and reinstallation of lights, handrails, door hardware and any miscellaneous body items, an isolation tape or gasket material will be used to prevent damage to the finish painted surfaces. A nylon washer will be installed under each acorn nut or metal screw that is fastened directly to a painted body surface.

PAINT - ENVIRONMENTAL IMPACT

Contractor will meet or exceed all current State (his) 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 must have a 99.99 percent efficiency factor.

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Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter means is used, it must have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.

Water from water wash booths will be reused. Solids will be removed mechanically on a continual basis to keep the water clean.

Paint wastes are disposed of in an environmentally safe manner. They are used as fuel in kilns used in the cement manufacturing process - thereby extracting energy from a waste material.

Empty metal paint containers will be cleaned, crushed and recycled to recover the metal.

Solvents used in clean-up operations will be collected, recycled on-site, or sent off-site for distillation and returned for reuse. Residue from the distillation operation will be used as fuel in off-site cement kilns.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that his manufacturing facility meets the above conditions and that it is in compliance with his State EPA rules and regulations.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be painted black before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions
- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Air tanks
- Fuel tank
- Castings

FILM TECHNICAL PROPERTIES		
PROPERTY	TEST METHOD	PERFORMANCE
Color	—	Black
Film Thickness	—	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.
Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
*Salt Spray - ASTM B117; cold rolled steel lab panels cured 20 minutes @ 350°F. [Average Total Scribe Creep]		

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- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

PAINT, FRONT WHEELS

All wheel surfaces, inside and outside, will be provided with powder coat paint #101 black.



[Powder Coat Aluminum Paint Color]

PAINT, REAR WHEELS

All wheel surfaces, inside and outside, will be provided with MATCH 16396.

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[Powder Coat Aluminum Paint Color]

COMPARTMENT INTERIOR PAINT

The compartment interior will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE STRIPES

Four (4) reflective stripes will be provided across the front of the vehicle and along the sides of the body. The reflective band will consist of a 1.00" ruby red stripe at the top with a 1.00" gap then a 6.00" black stripe with a 1.00" gap then a 1.00" white stripe with a 1.00" gap then a 2.00" white stripe at the bottom.

The reflective band provided on the cab face will be below the headlights on the fiberglass.

CHEVRON STRIPING, REAR

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The entire rear surface, excluding the rear compartment door, will be covered.

The colors will be red and yellow diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of NFPA 1901, 2009 edition, which states that 50% of the rear surface will be covered with chevron striping.

NFPA 1901 15.9.3.2.1 requires each stripe in the chevron to be a single color alternating between red and either yellow, fluorescent yellow, or fluorescent yellow green. Use of the red and yellow color is endorsed by the International Association of Fire Chiefs. The fire apparatus purchaser will realize that

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by requesting an exception to this aspect of NFPA 1901, this fire apparatus will not contribute to the national standardization initiative. Per the purchaser's specification, this apparatus will not be compliant to NFPA 1901 standards in this regard.

"Z" JOG IN REFLECTIVE STRIPE

There will be two (2) "Z"-shaped jog(s) provided in the reflective stripe design.

REFLECTIVE STRIPE, CAB DOORS

A 6.00" x 16.00" ruby red reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the NFPA 1901 requirement.

LETTERING

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.

LETTERING

One hundred forty-one (141) to one hundred sixty (160) reflective lettering, 3.00" high, with outline and shade will be provided.

LETTERING

Eighty-one (81) to one hundred (100) reflective lettering, 4.00" high, with outline and shade will be provided.

LETTERING

One hundred forty-one (141) to one hundred sixty (160) reflective lettering, 4.00" high, with outline and shade will be provided.

LETTERING

Eighty-one (81) to one hundred (100) reflective lettering, 3.00" high, with outline and shade will be provided.

CAB GRILLE DESIGN

An American flag design will be painted on the cab grille.

MALTESE CROSS INSTALLATION

There will be two (2) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed TBD.

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MALTESE CROSS INSTALLATION

There will be one (1) pair of maltese crosses, comprised of genuine gold leaf material, provided and installed TBD.

FIRE APPARATUS PARTS CD MANUAL

There will be two (2) custom parts manuals for the complete fire apparatus provided in CD format with the completed unit.

The manuals 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 manuals will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

SERVICE PARTS INTERNET SITE

The service parts information included in these manuals are also available on the factory website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE CD MANUALS

There will be two (2) CD format chassis service manuals containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine/Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing

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- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION CD MANUALS

There will be two (2) CD format chassis operation manuals provided.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Detroit Diesel **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0180, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty shall be provided. A copy of the warranty certificate shall be submitted with the bid package.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame and crossmembers limited warranty certificate, WA0038, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

REAR AXLE TWO (2) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor axle limited warranty certificate, WA0046, is included with this proposal.

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

A Meritor Wabco™ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

FIVE (5) YEAR MATERIAL AND WORKMANSHIP

The Pierce Command Zone electronics limited warranty certificate, WA0014, is included with this proposal.

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CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be submitted with the bid package.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

PUMP WARRANTY

A Hale pump limited warranty certificate, WA0248, is included with this proposal.

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TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

FOAM SYSTEM WARRANTY

The Husky 12 foam system limited warranty certificate, WA0231, is included with this proposal.

TWO (2) YEAR GENERATOR MATERIAL AND WORKMANSHIP WARRANTY

A Harrison Hydra-Gen limited warranty certificate, WA0051, 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.

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TWO (2) YEAR EXTENDED

The Pierce body limited warranty certificate, WA0096, is included with this proposal.

TWO (2) YEAR EXTENDED

The Pierce custom chassis warranty certificate, WA0069, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1901, current edition, section 4.13, Vehicle Stability. The certification will be provided at the time of bid.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of bid.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification will be provided at the time of bid.

CAB INTEGRITY CERTIFICATION

The certification must state that the cab must meet or exceed the requirements below:

- European Occupant Protection Standard ECE Regulation No.29.
- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.
- Roof Crush

The cab will be subjected to a roof crush force of 22,050 lbs. This value meets the ECE 29 criteria and is equivalent to the front axle rating up to a maximum of 10 metric tons.

- Additional Roof Crush

The same cab will be subjected to a roof crush force of 100,000 lbs. This value exceeds the ECE 29 criteria by nearly 4.5 times.

- Side Impact

The same cab will be subjected to dynamic preload where a 13,275 lb moving barrier slams into the side of the cab at 5.5 mph at a force of 13,000 ft-lbs. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

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- Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lbs of force using a moving barrier in accordance with SAE J2420.

- Additional Frontal Impact

The same cab will withstand a frontal impact of 65,200 ft-lbs of force using a moving barrier, (twice the force required by SAE J2420).

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

The certification will be available at the time of delivery.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

ELECTRIC WINDOW DURABILITY CERTIFICATION

Cab window roll-up systems can cause maintenance problems if not designed for long service life. The window regulator design will complete 30,000 complete up-down cycles and still function normally when finished. The bidder will certify that sample doors and windows similar to those provided on the apparatus have been tested and have met these criteria without malfunction or significant component wear.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in

Seabrook Velocity Pumper

accordance with FMVSS 571.207 Seating Systems. The bidder will certify that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

CAB DEFROSTER CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements - Trucks, Buses, and Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

CAB AIR CONDITIONING PERFORMANCE CERTIFICATION

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 67 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar air conditioning system has been tested and has met these criteria. The certification will be available at the time of delivery.

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).

**Contract
No.:**

Date Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

[illegible]

Pulse Number	Qty	Description	Published Options	Unpublished Options
105	1	Cooling Hoses, Silicone	\$635.00	
106	1	Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/DCF/Enf	\$11,992.00	
205	1	Controls, Electric Windows, All Cab Doors, Impel/Velosity FR	\$846.00	
210	5	Bracket, Air Bottle, Hands-Free II, Cab Seats	\$3,150.00	
212	1	Cab, Velocity FR, 7010 Raised Roof	\$1,848.00	
214	1	Siren, Federal Q2B	\$3,444.00	
215	1	Side Roll and Frontal Impact Protection	\$8,324.00	
221	1	Velocity Chassis (Big Block), 2010	\$101,726.00	
230	1	Radio, AM/FM/CD/WB/Aux in, Panasonic	\$1,122.00	
310	1	Foam Sys, Husky 12, Dual Agent	\$23,618.00	
312	1	Hercules CAFS, 140 CFM, Shared Hydraulic Drive	\$27,076.00	
313	1	Foam Cell, 20 Gallon, Not Reduce Water	\$1,292.00	
314	1	Foam Cell #2, 50 Gallon, Not Reduce	\$1,814.00	
402	1	Outlet, Front, 1.50" w/2.00" Plumbing	\$2,800.00	
403	1	Bumper, Extended Steel Painted, Imp/Vel	\$2,278.00	
406	1	Inlet, Right Side, 2.50"	\$1,036.00	
410	1	Outlet, 4.00" w/3.50", Right, Handwheel	\$3,881.00	
418	1	Reel, Booster, Over Pump, Driver's Side, Steel	\$3,034.00	
420	1	Pump, Hale, QMAX-XS-200, 2000 GPM, Single Stage	\$4,868.00	
422	1	Pump, Hale, QMAX-XS-200, 2000 GPM, Single Stage	\$6,554.00	
425	1	Speed, (2) 1.5" (1) 2.5" w/Poly Tray, Top Mt/Side Cntrl, Std. Cap.	\$6,048.00	
429	1	Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	\$3,515.00	
450	2	Reel, Elect Cable, Hannay, 1600, (3) Wire	\$3,596.00	
463	3	Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2 00" Sides, 2G	\$2,073.00	
483	2	Light, Visor, Whelen, 12V PCP2* Pioneer LED Fld/Spt 1st	\$3,422.00	
484	2	Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 2nd	\$3,376.00	
484	2	Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 3rd	\$3,376.00	
484	2	Light, Whelen, 12V PFP2 Pioneer LED Floodlt, Recessed 15 Deg 1st	\$3,376.00	
486	4	Compt, Air Bottle, Double, Full Width Door, Fender Panel	\$2,960.00	
560	1	Generator, Harrison 8kW, 8.0MAS-16R/D-11011/15/1, Hydraulic, Hotshift PTO	\$17,797.00	
562	1	Light Twr, CL KL415A, 120 Volt AC LED, Cld 6lts	\$21,389.00	
970	1	Rack, Ladder, Hydraulic, Right Side, (3) Ladders, Air Clamps	\$8,526.00	
971	1	PS 152" Rollup, Full Height Front & Rear, FDLER	\$3,132.00	
659095	4	Pegboard, 3/16" Alum, Rear Wall Compt, w/Track		\$2,044.19
0001174	2	Tulip Clip Holders For Pike Poles, Dealer/Customer Installed Pike Poles		\$234.87
0002224	1	Scuffplates, S/S At Cab Door Jambs, 4-Door Cab		\$661.20
0003488	1	Add Divider, Hose Bed, Unpainted		\$488.71
0004424	1	Holder, Junction Box, S/S		\$359.34
0004686	2	Valve, Inlet(s) Recess Behind Panel, Side Cntrl		\$900.77
0004940	1	Add Outlet, Left Side, 2.50"		\$1,507.80
0004995	2	Outlet, Rear, 2.50"		\$3,928.89
0005094	1	Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz		\$408.54
0005780	1	Control, Air Horn At Pump Panel w/Button		\$169.29
0006790	2	Receptacle, 20A 120V 3-Pr 3-Wr TL, L5-20R Wtrprf		\$552.60
0012782	1	Location, Charger, Front Left Side Body Compartment		\$0.00
0016856	1	Shoreline, 15A 120V, Kussmaul Auto Eject, 091-55-15-120, Super		\$472.96
0022898	1	Cable, Radio to Intercom Interface, Sigtronics, 2 Radios		\$496.41
0024110	1	Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose		\$487.12
0024499	1	Arm, Rear, Offset, HLR 2000, Recess Light		\$746.78
0024798	1	Arms, Raise Pivot Point, 6.00", Hydraulic Ladder Rack		\$351.33
0026826	2	Box, Junc, Cir-D, PF51GFCI-5, 1-20A 120V Dup SB GFI, 3-20A 120V TL		\$2,368.82
0035619	1	Reflective Band, 1"- 6"- 1"- 2", 1" Gap		\$914.16
0037034	8	Lettering, Hose Bed Cover, Non-Reflective Vinyl, Rear Flap		\$150.32
0045907	1	Bezels, Whelen, (2) CAST3, For Mtg (3) Whelen 600 Lts		\$428.31
0060637	1	Frame Liner, Inv "L" 12.68" x 3 00" x 25", AXT/Vel/Imp, Full Length		\$1,662.69
0062988	1	Gauge, Foam Level, (2) Tanks, Class 1		\$1,540.04
0066438	1	Modified Poly Tank, Ea. Side, Hard Suction Hose		\$642.04
0066609	3	Breaker, Ground Fault Circuit Interrupter, 120 Volt, same as GFI or GFCI		\$426.43
0078244	1	Upgrade Tires, Front, Michelin, XZY3 (wb), 425/65R22 50, 20 ply		\$2,161.73
0086668	2	Switch, Stirrup		\$444.00
0087342	2	Jog, "Z"-Shaped, In Reflective Stripe		\$635.65
0087852	1	Vehicle Information Center, 7" Color Display, MUX		\$2,034.40

0089419	1	Air Inlet, with Kussmaul Air Eject (Fill-In Blank Location)	\$773.35
0509678	1	Cover,S/S, Over P/S Ladder Rack Air Locks, & D/S Spacer to Match Ht	\$861.68
0514488	1	Vehicle Information Center, 7" Color Display, MUX, Additional	\$2,623.13
0516701	1	Emblem, American Flag Painted on Cab Grille, All Custom Chassis	\$1,171.21
0517172	2	Pull Strap for Doors, 14"	\$121.38
0526202	1	Tint, Windows, Crew cab, 8% Visible Light Transmission	\$1,018.46
0535530	1	Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 6 speed	\$131.75
0540811	1	Lights, Door Interior Flash, 4 Dr Cab, Whelen M4°C LED, Clear Lens	\$901.93
0543590	1	Monitor, TFT Xfire, #XFT-NJ, No ground base	\$1,857.01
0544516	1	Spotlight, Handheld Cab, Specialty Lighting 2150-1	\$357.74
0545689	4	Lights, Perimeter, Amdor AY-9500-020 LED, Brkt	\$586.22
0549166	1	Upgrade Light, Front Zone, Whelen M6°C LED, Clear Lens, 4 Lts	\$1,414.48
0552567	1	Shutoff Valve, Fuel Line @ Fuel Tank	\$130.97
0553019	1	Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	\$279.61
0553353	2	Add Lights, Side, Whelen M6* LED, Split Color, Clear Lens	\$731.22
0553393	6	Seat Belt Height Adjustment, Imp/Vel, Dash CF	\$274.57
0559156	2	Install Customer Provided Two-Way Radio(s)	\$1,736.07
0559503	8	Install Customer Provided Portable Radio Charger(s)	\$896.04
0559512	1	Install Customer Provided MDT, Complete (Qty)	\$954.84
0561882	1	Add Speaker, Whelen SA315P, 100 watt	\$1,212.43
0562774	1	Install Customer Provided Thermal Camera(s), Charger Only	\$168.82
0567481	1	Upgrade Lights, Side Zone Lower, Whelen M6°C LED, Front Split Color, Clear Lens, 3pr	\$947.77
0582429	1	Troughs, H.S.H., Below Tank Tee, (1) Each Side, Stainless Steel Door	\$3,500.86
0586887	2	Bracket, Alum. Painted, 12V Recessed Flood Lights, Compt. Top, Each	\$612.80
0589269	8	Shelf, Adjustable, EMS Compt, .75" Lip	\$1,086.03
0591033	1	Hose Restraint, Hose Bed, Vinyl, Top and Rear	\$709.34
0596307	1	Warranty, Extended, 2 Year, Pierce Body, Class H, WA0096	\$3,109.25
0596326	1	Warranty, Extended, 2 Year, Custom Chassis, Class H, WA0069	\$4,384.98
0617823	1	Compt, Storage, 10.71 W x 19.25 H x 22 D, (1) Ea Side C/C, Mini D-Ring, Imp/Vel	\$930.19
0618109	1	Intercom, Sigtronics US-67D, 6-Pos, 2-Dual Radio, (D,Wireless),O,4C	\$3,675.16
0621024	1	Handrails, Side Pump Panels, Per Print, Hansen 4000 LED Anti-Slip	\$452.76
0627943	1	Lightbar, Whelen, Freedom, Rota-Bm 2-24" rRwR RwRr	\$5,179.70
0628472	1	Light, Map, Overhead, Peterson M371S LED, Rectangular w/Switch	\$143.91
0631222	1	Upgrade Mirrors, Ramco, 6001FFHR-750HR, Htd/Rmt, w/Bolt-on Htd/Rmt Convex, Cab Mnt, Vel	\$2,937.43
0640885	1	Upgrade Air Conditioning, Impel/Velocity FR, Dual Zone Control, Center Mt, Hinge Acc Pnl	\$2,115.12
0641361	1	Upgrade Light, Rear Zone Upper, Whelen Rota-Beam R316°F LED Beacon, Clear Lens	\$1,397.96
0644720	1	Lights, Whelen, Freedom, Rota-Bm, 28.25", Pair, RRR RRR	\$5,358.48
0648713	1	Headlights, Rectangular LED, JW Speaker, Imp/Vel	\$1,796.57
0650675	1	Lights, Tail, Whelen 60BTT* Red LED Stop/Tail & 60A00TAR Amb LED Dir For Housing	\$718.74
0653520	1	Camera, Pierce, Driver Mux Display, R,PS Cameras	\$1,036.04
0654071	2	Water Level Gauge, Whelen M7°C LED w/Flange, Grn-Blu-Amb-Red, Vertical Mount	\$2,890.22
0655507	1	Door Panel, Polished Stainless Steel, Impel/Velocity 4-Door Cab	\$403.46
0656901	1	Light, Front, Roto Ray 4000W, PAR46 LED, Hidden Mt, Vel/Imp/Enf/Sab FR, PB Flash	\$2,711.30
0663383	1	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	\$388.87
0664468	1	Location, Light Tower, Front Hose Bed	\$185.60
0664493	1	Install Customer Provided Opticom	\$654.57
0664791	1	Location, Light Tower Controller, Driver's Side Front Body Compartment	\$87.84
0666596	1	Upgrade Engine, DDC DD13, 450 hp, 1550 ft-lb, W/OBD, EPA 2013, Velocity	\$10,426.48
0672836	2	Lights, Perimeter, FRC FireFly LED110-Q01	\$445.12
0679957	1	Compt, Storage, One Ea Side Crew Cab, Below Flr Flush LiftTurn, 70/90" VEL/IMP	\$930.19
0680149	1	Riser, Ramco Mirror, 6.00", Pair	\$239.44
0684203	1	Emblem, Maltese Cross, Gold Leaf, 24"-26", Pair	\$1,878.19
0684206	2	Emblem, Maltese Cross, Gold Leaf, 21"-23", Pair	\$3,446.22
0686021	1	Lettering, Reflective, 4.00", (141-160)	\$2,035.65
0686024	1	Lettering, Reflective, 4.00", (81-100)	\$1,221.39
0686074	1	Lettering, Reflective, 3.00", (141-160)	\$1,696.38
0686077	1	Lettering, Reflective, 3.00", (81-100)	\$1,017.83

0686428	1	Lettering, Gold Leaf, 3.00", (41-60)		\$1,082.91
0689148	1	Upgrade Tires, Rear, Michelin, XZY3, 12R22.50, 16 ply, Single, Fire Service Speed Rating		\$2,069.48
0689615	1	Tailboard, T-Shaped, 24" & 8" Deep		\$1,172.28
0689729	1	Battery Charger / Power Converter, Progressive Dynamics PD9280		\$1,265.28
0692444	1	Recess, Front/Side Warning Light, In Angled Corner of Extended Bumper		\$418.77
0695182	1	Cabinet, EMS, Forward Facing, PS, 21 Wide x 64 High x 14 Deep, Lt Feature		\$1,937.76
0695189	1	Cabinet, EMS, Forward Facing, DS, 21 Wide x 64 High x 14 Deep, Lt Feature		\$1,937.76
0698960	1	Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black		\$427.63

Base Bid	\$307,311.00	
Published Options	\$293,924.00	
Total Published Options	\$601,235.00	
Unpublished Options	\$126,486.00	21.04%
Total Options w/o HGAC Fee	\$727,721.00	

**SEABROOK VOLUNTEER FIRE DEPARTMENT
CITY OF SEABROOK CONTRACT**

STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, the City of Seabrook a home rule municipality, (City) desires to fulfill its fire protection responsibility and provide fire protection and emergency rescue services for the City; and

WHEREAS, the Seabrook Volunteer Fire Department, Incorporated, a private non-profit state chartered corporation, (SVFD) desires to provide fire protection and other emergency services commensurate of those activities typically performed by fire departments for the City of Seabrook and vicinity; and

WHEREAS both parties endeavor to increase recruitment and retention of volunteer personnel; and

WHEREAS, for the purposes of this contract the "Public Safety Team" shall be defined as the Seabrook Police Chief, the Fire Chief, the Emergency Management Coordinator and the Emergency Medical Services Chief; and

WHEREAS, both parties wish to eventually integrate a limited number of paid staff into the SVFD to be responsible for the direction of all activities within the Fire Department, including the focused development, training and retention of the volunteers which are recognized as an invaluable asset to the City, community and Public Safety Team on a schedule and method acceptable to both parties; and

WHEREAS, an ad hoc committee comprised of equal representation from the SVFD, the City and any other entities contracted to the SVFD will be created and charged with fostering planning and communications among the contracted parties and facilitating the implementation of the current contract(s); and

WHEREAS, it is the desire of both parties that the SVFD receive adequate funding, equipment, and facilities to provide fire protection and emergency rescue services for the City; and

WHEREAS, it is the intention of both parties to allow the SVFD to focus on the activities the Department was founded to accomplish such as fire suppression and prevention, rescue and related activities; and

WHEREAS, it is the desire of both parties to affirm established protocol for emergency situations; and

WHEREAS, it is the desire of the parties to evidence their agreement as follows:

1. The SVFD agrees to exert its best effort to respond to and combat any and all fires, potential fires, rescues and other emergencies where the specific requirements of trained fire personnel are required. The SVFD is responsible for the supervision and proper training of its personnel.
 - a. Any additional contracts to extend fire services and mutual aid agreements may be negotiated by either party, but such agreements will be effective only with the concurrence of both the City and the SVFD, as indicated by authorized signatures.

- b. Nothing in this contract shall imply that the members of the SVFD are employees of the City, it being understood that SVFD is an independent contractor that provides Fire Services to the City unless otherwise specifically noted.
 - c. Nothing in this contract shall preclude the SVFD from being licensed by the Texas Department of Health as a First Responder organization.
- 2. The City agrees to:
 - a. Provide SVFD with current and updated City fire protection codes approved by the City.
 - b. Provide SVFD the opportunity to review and provide comment on large fire load projects being planned for construction within the City.
 - c. Maintain a Public Safety Committee, which shall be duly established by resolution. The SVFD will retain representation on this committee.
 - d. Provide funding for a paid administrative position to the SVFD. This position will report to the SVFD and will be included in the SVFD's budget proposal.
 - e. To provide mutually agreed upon marketing and advertizing assistance with recruitment and retention of SVFD volunteers.
- 3. The City further agrees to provide equipment, facilities and funds to operate the SVFD.
 - a. Prior to June 15th of each fiscal year, the SVFD will submit a preliminary budget request to the City Manager with proposed amounts for each accounting line, a list of capital costs and the impact(s) on performance and any lease and/or bond repayment schedule. The Budget request will be accompanied by a revised 5-year Capital Improvement Plan (CIP).
 - b. The City Manager will include the SVFD budget request as a part of the City's General Fund and capital program. Any items changed or eliminated from the SVFD's budget request will be explained in the context of the City's budget priorities and financial condition.
 - c. The SVFD will consider such responses and will submit a formal budget request to the City with statements as to the impact of items that may remain in difference for the final determination of the City Council.
- 4. The SVFD further agrees that:
 - a. All equipment furnished by the City will remain City property and will be used only for response to fires or other emergencies, training, public display and promotion, fire prevention and fire education for the benefit of the City. This equipment may be assigned to authorized members of the SVFD by the Fire Chief for improved response to emergencies or other legitimate related services.
 - b. Adequate emergency service will be provided when equipment is temporarily removed from the immediate response area.
 - c. The SVFD will operate, and oversee maintenance of, all equipment furnished by the City to the SVFD. The SVFD will certify to the City by February 1st of each year that all personnel who operate vehicles and motorized equipment meet the written minimum requirements set by the SVFD and that a current copy of these requirements is delivered to the City immediately following any revision thereof for its review.
 - c. The City Manager or designee may inspect any City-furnished equipment or facilities. They may also inspect maintenance manuals and records and training records. These inspections may be at any reasonable time in the presence of a member of the SVFD. Documents characterized as "equipment, maintenance and run records" shall be

promptly furnished to the City by the SVFD when requested. All documents, including personnel records, must be timely furnished by the SVFD to the City when made the basis of a written OPEN RECORD REQUEST, and are subject to any obligation of the City to raise with the Office of the Attorney General of Texas all privacy issues and exceptions it determines germane to the document(s) sought. The City will notify the SVFD in writing whenever SVFD records are produced in response to a properly executed OPEN RECORDS REQUEST.

- d. The SVFD will exert its best effort to assist the City in upgrading its Insurance Service Organization (ISO) rating.
- e. The SVFD will provide monthly statistical reports to the City Manager at their regularly scheduled meetings.
- f. In October of each year, the SVFD will provide the City with updated rosters that will indicate the order of succession of officers who have authority to commit the SVFD when time is critical.
- g. Immediately upon its acceptance by the SVFD, a copy of the SVFD annual audit will be supplied to the City Manager.
- h. The addition of any other entity/jurisdiction to the area serviced by the SVFD shall be approved, in advance, by the City.
- i. All City-owned property shall be returned to the City within 90 days should this agreement be terminated by either party.

5. The City additionally agrees:

- a. To disburse funds recommended by the SVFD as budgeted and approved by the City Council to gradually provide accounting services for fire protection and emergency rescue services. It is understood that this will be implemented on a mutually agreed upon schedule.
- b. To provide appropriate insurance, as it determines, for City-owned facilities and equipment and to advise the SVFD whenever changes occur. A copy of applicable policies (along with any changes or amendments) will be provided to the SVFD annually.
- c. To allow SVFD to provide retirement benefits to active SVFD personnel according to SVFD policy.
- d. To recognize the Chief, Assistant Chiefs, Captains and other officers designated by the SVFD as authorized officers of the City responsible for fire suppression and prevention, rescue and related activities.
- e. That should any fire department personnel be employed by or paid by the City, the City will direct that, during any call or training exercise, such employee will take direction from and be responsible to the Chief of the SVFD or designee.
- f. To recognize the current City ordinances that reference adopted fire protection codes such that the Fire Chief and authorized representatives control fire department-related response activities from their arrival until the incident is deemed safe to return to the responsible parties and/or the incident is mitigated.
 - i. During incidents where multijurisdictional or multi-agency response is required, all emergency response personnel on the scene shall operate under a Unified Incident Command System.
 - ii. The scene encompasses:

1. Property endangered by actual or reported fire or other emergency for which the SVFD has been called.
 2. Access to the property for fire suppression and other fire department related emergency measures.
 3. Working space and ingress and egress.
 4. Emergency vehicles, hoses and hydrants.
- g. To designate an officer of the City to coordinate other City functions on fire or other emergency scenes with the SVFD officer in charge of the scene. Unless otherwise designated by the City, this will be the police officer in charge at the scene.
 - h. Notwithstanding anything herein to the contrary, it is understood, pursuant to the City Charter Section 11.08, that the Fire Marshal shall be responsible to the City Manager for enforcement of ordinances pertaining to general protection from fire.
 - i. Assume services including but not limited to maintenance and repair services for the Fire Station.
6. Miscellaneous Matters:
- a. No Assignment. This agreement is personal in nature and the rights hereunder cannot be assigned without the written consent of each party hereto.
 - b. No Implied Waivers. The failure of any party hereto to require performance by any other party of any provision hereof will in no way affect the right to require such performance at any time thereafter, nor will the waiver by any party of a breach of any provision hereof. The City expressly reserves and does not waive any and all defenses, immunities and privileges that may be accorded by law.
 - c. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal proceeding shall be exclusively in Harris County.
 - d. Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to its subject matter. All prior agreements are superseded hereby and no amendment or modification of this Agreement shall be effective unless it is in writing and signed by all parties.
 - e. Notices. All notices, requests, demands and other communications under this Agreement or any instrument contemplated hereby shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, first class, postage paid, return receipt requested, to the address of the respective Offices hereto as shown under their names on the signature page hereof and shall be deemed given on the earlier of actual receipt or the date three (3) days after mailing. Any party hereto may change its address for such notices by giving notice of such change pursuant to this paragraph.
 - f. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.
 - g. No Third Party Beneficiaries. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal

and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the SVFD as those terms are understood herein.

h. Indemnification. The SVFD agrees to save, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits of liability of every kind, including all expenses of litigation, court costs, including reasonable attorney's fees, for injury to or death to any actual person, or for damages to any property, arising out of or in connection with the services provided under this Agreement.

i. Compliance with Law. The Department shall keep in force and effect all permits required for the City Equipment and shall comply with all ordinances, regulations, and state and federal law in the use of all equipment.

7. The parties hereto agree:

The ad hoc committee named on the first page of this contract shall be established by February 28, 2013. State or Federal Law will be followed in any case where they conflict with this agreement.

a. This agreement shall be effective on April 16, 2013, upon signature of authorized officers of the parties. The parties agree that the initial period of performance of this agreement shall be three (3) years commencing on April 16, 2013 and ending on April 16, 2016. At the end of the three-year term, this Agreement will be automatically extended for an additional one (1) year term unless terminated earlier by either party as provided for hereafter. If no contract replacing this Agreement is entered into between the parties, then the parties agree that after April 16, 2017, this agreement shall continue on a month-to-month basis, unless terminated as provided herein. This agreement supersedes any prior Resolution/Agreement between the parties hereto. This agreement will continue until written notice of termination is given by either party at least ninety (90) days prior to the effective date of termination.

d. Should this agreement be terminated by the City prior to the conclusion of the effective period above, the City agrees to continue funding the SVFD for a period of ninety (90) days following notice of such termination.

SIGNED/EFFECTIVE THIS 16th DAY OF APRIL 2013.

CITY OF SEABROOK, TEXAS



Glenn R. Royal
Mayor

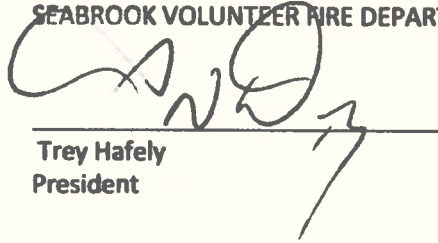
ATTEST:



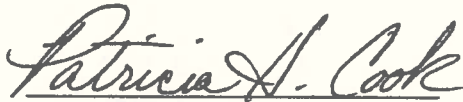
Michele L. Glaser, TRMC
City Secretary



SEABROOK VOLUNTEER FIRE DEPARTMENT, INC.


Trey Hafely
President

ATTEST:



Patricia H. Cook
SVFD Secretary

Attachments:

- Exhibit A-1: Vehicles & Equipment Owned by City of Seabrook
- Exhibit A-2: Vehicles & Equipment Owned by SVFD
- Exhibit A-3: List of Non-Firefighting Apparatus to be retained by Department
- Exhibit B: City Fire Policy
- Exhibit C: "Use and Operation of City-Owned Vehicles"
- Exhibit D: "Standard Operating Procedures & Guidelines for Apparatus & Motorized Vehicles"
- Exhibit E: Bond Retirement Schedule

2013 Fire Services Contract
Exhibit A-1

Vehicles & Equipment Owned By City of Seabrook

- **City of Seabrook Fire Station #1**
 - Contents therein specified in original construction contract
- **City of Seabrook Fire Training property ***
 - Initial Paving
 - Access to municipal water supply
- **Class A Pumper / Engine designation E-108**
 - Equipment as in the lease agreement
- **Class A Rescue Pumper / Engine designation R-104**
 - Equipment as in the lease agreement
- **95' Ladder Truck / Quint designation T-110**
 - Equipment as in the lease agreement
- **Fire Boat designation FB-1 (Chief Randall J. Zimmer)**
 - Equipment as in the lease agreement
- **City of Seabrook Boom Boat (GLO Grant)**
 - Equipment as in the lease agreement
- **Support Vehicle designation S-100 (Ordered)**
 - Equipment as in the lease agreement
- **Support Vehicle designation S-102 (Ordered)**
 - Equipment as in the lease agreement

* Property is not yet developed, as envisioned, for training of emergency service personnel. It is expected that significant capital improvements will be provided by and owned by the City of Seabrook in the future.

**2013 Fire Services Contract
Exhibit A-2**

**Firefighting Apparatus Owned By Department
Seabrook Volunteer Fire Department (SVFD)**

-
- Class A Pumper / Engine designated as E-107
 - All loose and mounted equipment
- Class A Pumper / Engine designated as Engine-109 *
 - All loose and mounted equipment

* E-109 is under a lease/purchase agreement with Government Capital Finance.

Exhibit A-3
Fire Services Agreement

Exhibit A-3

Non Firefighting Apparatus To Be Retained By The Department
Seabrook Volunteer Fire Department (SVFD)

- **Utility Truck designated as Utility-102**
 - All loose and mounted equipment
- **Cascade/Utility Truck designated as Utility-103**
 - All loose and mounted equipment, generators, rescue tools, etc.
- **Utility Response/Rescue Boat designated as Rescue Boat-1**
 - All loose and mounted equipment
 - Trailer
- **Squad Response/Command/Chief Vehicle designated as Squad-1**
 - All loose and mounted equipment
- **Squad Response/Command/Officer Vehicle designated as Squad-2**
 - All loose and mounted equipment
- **Squad Response/Command/Officer Vehicle designated as Squad-3**
 - All loose and mounted equipment
- **Auxiliary Response Vehicle designated as Rehab-1**
 - All loose and mounted equipment
 - All support items and spares
- **Monitor Trailer**

Year	Appropriation	Fund	NO. Lines	Initial	2006	2007	2008	2009	2010	2011 +	2012
2006	City of Rochester Engine 140	B-105 To Reserve	100% P-40 credit for pumping operations. No credit for elevated devices.							2010 Replace 100 end of file	
2008	City of Rochester Engine 140	B-107 Revised	100% P-40 credit for pumping operations. No credit for elevated devices.	20 Years						Replace 100 end of file	
2009	City of Rochester Elevated Device	Community Protection Environment	100% P-40 credit for pumping operations. 50% credit for elevated device	20 Years	Add L-1 to Plant					Replace L-1 end of file	
2007	City of Rochester Elevated Device	Community Protection Environment	100% P-40 credit for pumping operations. 100% credit for elevated device	20 Years		Add L-3 to Plant				Replace L-3 end of file	
2008	Rochester Engine	Replaces B-101, B-104 To Reserve	Maintain 100% P-40 credit for pumping operations. 100% credit for elevated device	20 Years				Replace 105 end of file			
2009	Engine	Replaces B-101, B-103 To Reserve	Maintain 100% P-40 credit for pumping operations. 100% credit for elevated device	20 Years				Replace 104 end of file			
2010	No Grant	Replaces Pto Bond 1	Support vehicle supplying major water supplies to various areas	20 Years				Replace Pto-1 end of file			

Secretary's Note. There was no activity between 2011 and 2024 so for the purposes of continuity on one page those years were omitted.

[illegible]

**Exhibit B, Page 3
Fire Services Agreement**

Apparatus Type	Identification	Delivery	Cost	Note
Engine	Seabrook E-107	2005	.40 M	E-107 Released From Service
Ladder (105')	Seabrook Ladder 1	2006	1.0 M	
Quint (75')	Seabrook Ladder 2	2007	.717 M	
		Total	2.117 M	
Engine	Seabrook E-105	2008	.448 M	E-105 Released From Service
Engine	Seabrook R-104	2009	.461 M	R-104 Released From Service
		Total	3.026 M	

Exhibit B, Page 4
Fire Services Agreement

Apparatus	Year	Service Life	Year of Replacement
Rehab-1	1989	10	1999
U-102	1989	10	2009
R-104	1994	15	2009
E-105	1994	15	2009
Squad 1	2003	7	2010
Squad 2	2003	7	2010
Squad 3	2003	7	2010
FB-1	1985	25	2010
U-103	1991	20	2011
RB-1	2000	15	2015
E-108	2006	20	2025
E-109	2005	20	2025

**2013 Fire Services Contract
Exhibit C**

Use and Operation of City owned Vehicles

a. Apparatus Assignment of the Fire and Related Fleet. City agrees to provide a vehicle and apparatus fleet during the term of this Agreement that includes not less than the type (or equivalent) and number of vehicles and apparatus identified in Appendix "I" attached hereto and made a part hereof. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council, solely upon its determination, when a loss is not protected by a policy or policies of insurance. Department shall be authorized to operate and use these vehicles and apparatus in the performance of duties under this Agreement. The Parties shall review the schedule of vehicles and apparatus on an annual basis.

b. Maintenance of Apparatus and Fleet Vehicles.

1. Vehicle Service. Department shall maintain and repair apparatus and fleet vehicles as set forth in the owner's manual specifications, or suitable and applicable authority. Preventive Maintenance and Repair Maintenance shall be in accordance with Appendix "H" attached hereto and made a part hereof.
2. Periodic Inspections, Replacement and Repair. City shall have access at all times to all vehicles and apparatus for inspection purposes.
3. City agrees to expeditiously determine whether to replace any vehicle in the approved fleet that due to unforeseen circumstances becomes unusable due to accident, safety concerns or recalls, damage due to flooding or other accident, or due to age and/or wear and tear. Notwithstanding the foregoing, replacement of damaged or destroyed vehicles or apparatus shall be subject to appropriation by City Council when a loss is not protected by a policy of policies of insurance.
4. Safety Inspection. Department shall conduct a safety and operational inspections of all equipment, vehicles and facilities, at least once during each City budget year. The results of inspections shall be compiled into a written report and submitted to the City Manager within twenty (20) days after the end of the inspection itself. City may conduct its own safety inspection of the vehicles and repair facilities at any reasonable time.

**2013 Fire Services Contract
Exhibit C**

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5. **Vehicle Accident Investigations.** Department shall report all accidents involving City vehicles where the physical damage is estimated to exceed \$500 to the Contract Administrator within 24 hours of the incident or first knowledge of the incident. Accidents involving personal injury shall be reported immediately to the Contract Administrator or his designee. Department shall conduct an investigation of each accident involving a City owned vehicle operated by an Department volunteer or employee in accordance with the Department SOG #403.04. City may require outside investigations by the Police Department or other designated law enforcement agency. A copy of the final report of the investigation will be forwarded to the Contract Administrator.
 6. **Annually the Department shall provide a report on all vehicle accidents occurring during the prior year to the Contract Administrator.**
 7. **All moving vehicle accidents shall require a mandatory drug test in accordance with Department policy. Such test shall be provided to City personnel officer. Any member of the Department found to have unauthorized drugs in their physical system shall be prohibited from operating City equipment.**

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c. Vehicles provided via this contract are for the role/purpose of providing Fire Rescue Services in accordance with this contract. Deployment of City owned vehicles for take-home use shall be approved by Council. Use of equipment provided by this contract shall not be for personal or private use or benefit.

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Maintenance of Equipment. Department shall perform such maintenance as is reasonably necessary to keep equipment up to manufacturer's performance levels, taking into account normal wear and tear. All equipment in Department's custody or control shall be kept in compliance with federal, state, and local standards and laws.

**2013 Fire Services Contract
Exhibit D**

Seabrook Volunteer Fire Department Standard Operating Procedures and Guidelines Exhibit D to Fire Services Contract	
Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

Exhibit B City of Seabrook (City) Agreement with Seabrook Volunteer Fire Department (SVFD) for Fire Services.

I. Scope

This standard establishes a schedule for the inspection and maintenance of all apparatus and motorized vehicles owned or operated by the department. It was promulgated to:

- A. Ensure that emergency response vehicles are maintained in a constant state of readiness.
- B. Implement a preventative maintenance schedule for all motorized vehicles.
- C. Establish procedures for the daily inspection of apparatus, equipment, and support vehicles.

All components and systems commonly found on all fire apparatus shall be inspected and maintained in accordance with manufacturer recommendations and NFPA 1915 Guidelines.

II. General

A. Apparatus and support vehicles shall be:

- 1. Kept clean at all times.
- 2. Maintained in a constant state of readiness.
- 3. Refueled whenever the fuel level drops below 3/4 of a tank. Oil and ancillary fluid reservoirs shall also be kept full at all times.

B. All engine-powered equipment shall be kept clean and their fuel tanks and oil and fluid reservoirs shall be refilled whenever the level drops below 3/4 of a tank.

III. Daily Inspections

A. Every vehicle garaged in a fire station shall be inspected by station personnel at the beginning of each shift. The member performing the inspection shall record his findings on the Driver's Daily Apparatus Checklist.

B. The member performing the inspection shall correct the defects that are found provided that the member has the expertise, tools, and supplies to do so. The items that are corrected shall be noted in the comments section of the checklist.

C. Defects that cannot immediately be corrected shall be noted on an Equipment Service Request Form.

D. Whenever a defect requires that a vehicle be placed out of service, the driver shall place the vehicle out of service in accordance with the provisions of SOP 501.03, Declaring a Vehicle Unsafe to Operate.

Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit D to Fire Services Contract

Maintenance, SOP 501.01

Date: 12-14-2004

Title: Apparatus and Motorized Vehicles

Approved by: Raymond S. Cook, Chief

- E. The completed checklists and service requests shall be forwarded to the Senior Lieutenant for review and disposition. The Senior Lieutenant shall review the work that was performed to ensure that the repairs have been satisfactorily made and shall review each checklist to ensure that it is complete and accurate.
- F. The completed and signed checklists and service requests shall be forwarded to the Station Captain. The Station Captain shall schedule the repairs and shall notify the Senior Lieutenant of when to deliver an apparatus or vehicle for maintenance.

IV. Weekly Maintenance

The following items shall be performed at least once each week as indicated on the Daily work schedule (See SOP 200.05, Daily Work Schedule). The officers shall note in their Daily Log the performance of all weekly maintenance activity.

- A. Staff vehicles: Automobiles, pickups, and utility vehicles shall be checked and serviced at least once each week. The member assigned to perform the service shall complete a Small-Vehicle Weekly Checklist on each vehicle serviced and shall forward the completed form to the Senior Lieutenant. In addition to inspecting the items on the checklist, each staff vehicle shall:

1. Be thoroughly washed.
2. Have its windows cleaned.
3. Have its interior vacuumed and cleaned.

- B. Aerial devices: The following tasks shall be performed on Monday of each week, after every major repair, and after each use:

1. A visual inspection of all systems and components.
2. The aerial shall be set up and operated to check the function of the outriggers, turntable, and aerial device.
3. All defects shall be noted on the Equipment Service Request Form.

- C. Reserve apparatus:

1. A thorough inspection of each reserve piece of apparatus shall be made on Mondays, after any major repair, and after major use. Any item that needs repair shall be recorded on the Equipment Service Request Form.
2. All reserve apparatus shall be driven at least once each week to ensure the proper function of all mechanical systems and to circulate all fluids.

**Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit D to Fire Services Contract**

Maintenance, SOP 501.01

Date: 12-14-2004

Title: Apparatus and Motorized Vehicles

Approved by: Raymond S. Cook, Chief

D. Fire pumps:

1. On Mondays, after any major repair, and after each major use, the driver shall:

- a. Open all pump drains and flush out the sediment.
- b. Check and clean the intake strainers.
- c. Check the gearbox oil level.
- d. Operate the pump primer with all valves closed.
- e. Operate the transfer valve (if equipped) while pumping from the booster tank.
- f. Check the pump seals for leaks.
- g. Operate all valves.
- h. Operate the relief valve.
- i. Check all gauges and flow meters for proper operation.

2. The driver shall fill out an Equipment Service Request form and list any items that do not function properly.

V. Quarterly Maintenance

A. In addition to routine daily maintenance, apparatus and motor vehicles shall undergo the quarterly maintenance listed on the Preventive Maintenance Worksheet.

B. Quarterly maintenance shall be completed on the first day of January, April, July, and October and shall include:

1. A complete degreasing. This includes a hot-water wash of the undercarriage, frame, axles, motor, pumps, spring shackles, tie rod ends, and turntable assemblies.
2. The motor oil shall be changed and the vehicle shall be lubricated.
3. All work performed during the quarterly maintenance cycle shall be noted on the checklist along with the amount of parts and supplies used and the personnel hours required to complete the task. The completed form shall be reviewed and signed by the Senior Lieutenant and then forwarded to the Station Captain.
4. Any items in need of repair shall be recorded on the Equipment Service Request Form.

C. Officers shall record the performance of any quarterly maintenance activity in their Daily Log.

VI. Semiannual maintenance

A. The following items shall be performed during the first week of March and September:

**2013 Fire Services Contract
Exhibit D**

**Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit D to Fire Services Contract**

Maintenance, SOP 501.01	Date: 12-14-2004
Title: Apparatus and Motorized Vehicles	Approved by: Raymond S. Cook, Chief

1. All apparatus and support vehicles shall be washed, compounded, and waxed.
 2. The motor oil and filter on the drive engines shall be changed. The fluid levels of the transmission pump transmission, differential, power steering, primer reservoir, battery, radiator, hydraulic systems, and brake fluid shall be checked and replenished as needed.
 3. The fuel and air filters shall be changed.
 4. The apparatus chassis and functional equipment shall be lubricated as required.
 5. All moving rods and linkages shall be lubricated as required.
 6. Nuts and bolts, including the lug nuts on wheels, shall be checked and tightened as needed.
 7. Auxiliary generators shall be serviced.
- B. Drivers are responsible for ensuring that the work is performed. The completed paperwork shall be forwarded by the Senior Lieutenant to the Station Captains. The paperwork shall include a list of all parts and supplies used in performing the work and the number of personnel hours involved.
- C. Items in need of repair shall be recorded on the Equipment Service request Form and the requests shall be forwarded to the Senior Lieutenant.
- D. Officers shall record the performance of any semiannual maintenance activity in their Daily Log.

VII. Annual Maintenance

The following items shall be performed on an annual basis:

- A. The motor vehicle inspection (MVI) sticker shall be renewed during the appropriate month each year. Apparatus drivers shall be responsible for scheduling and renewing the MVI sticker.
- B. Aerial devices shall undergo an annual service test in accordance with NFPA, *Testing Fire Department Aerial Devices*. The test shall be performed by a qualified, independent testing firm.
 1. The annual test shall include a visual inspection prior to an operational or load testing to note any visible defects, damage, or improperly secured parts.

**2013 Fire Services Contract
Exhibit D**

**Seabrook Volunteer Fire Department
Standard Operating Procedures and Guidelines
Exhibit E to Fire Services Contract**

Maintenance, SOP 501.01

Date: 12-14-2004

Title: Apparatus and Motorized Vehicles

Approved by: Raymond S. Cook, Chief

2. An inspection of all the visible welds shall be made, as well as an inspection of all the bolts, cables, rollers, pins, slides, and washers. Bolts shall be torqued to the manufacturer's specifications.

3. A nondestructive test of the aerial device shall also be performed.

4. The test shall be scheduled and supervised by the maintenance and logistics officer.

C. Fire pumps:

1. A service test shall be conducted on all fire pumps at least once a year or whenever a pump has undergone extensive repair.

2. Service tests shall include a dry vacuum test, a priming test, a capacity test, a tachometer and engine rpm check, a relief valve test, an overload test, a 200-psi test, a 250-psi test, and a tank-to-pump flow test.

3. These tests will be scheduled and conducted by the maintenance and logistics officer. The results of the tests shall be recorded on the Annual Fire Pump Service Test Form.

D. Apparatus and motor vehicles:

1. The annual service shall be conducted on all apparatus and motor vehicles in accordance with the *Preventive Maintenance Worksheet*.

2. The maintenance and logistics officer shall schedule and supervise the performance of the maintenance.

III. Responsibilities

A. Officers are responsible for the care and maintenance of all motorized vehicles assigned to their command and shall adhere to all established maintenance schedules.

B. Drivers are responsible for the readiness of their assigned vehicles and shall perform all daily, weekly, monthly, quarterly, semiannual, and annual maintenance tasks as indicated on the maintenance and daily work schedules. Drivers are also responsible for the performance of scheduled maintenance on all reserve vehicles garaged at their station.

The maintenance and logistics officer is responsible for reviewing all checklists and repair requests to monitor the status of the fleet. The MLO shall schedule all repair work and shall be responsible for ensuring that the work has been satisfactorily performed. The MLO shall prepare a written report each month for the fire chief summarizing the maintenance activity performed during the previous month.

**2013 Fire Services Contract
Exhibit E**

**ORIGINAL DEBT SERVICE
ON FIRE BONDS**

**POST REFUNDING DEBT SERVICE
ON FIRE BONDS**

YEAR	Equip Lease Sbrk 83%	Equip Lease El Lago 17%	Equip Lease Total	Equip Lease Sbrk 83%	Equip Lease El Lago 17%	Equip Lease Total	SAVINGS
2013	393,123	80,519	473,642	386,311	79,124	465,435	8,207
2014	417,236	85,458	502,693	405,395	83,033	488,428	14,266
2015	460,963	94,414	555,377	448,900	91,943	540,843	14,534
2016	459,760	94,168	553,927	447,475	91,651	539,126	14,801
2017	460,197	94,257	554,454	447,689	91,695	539,384	15,069
2018	459,554	94,125	553,679	446,824	91,518	538,342	15,337
2019	458,536	93,917	552,453	448,052	91,770	539,822	12,631
2020	458,488	93,907	552,395	444,460	91,034	535,494	16,901
2021	459,352	94,084	553,436	446,500	91,452	537,952	15,484
2022	459,057	94,024	553,081	446,179	91,386	537,565	15,516
2023	459,609	94,137	553,746	448,390	91,839	540,229	13,517
2024	460,471	94,313	554,784	448,196	91,799	539,996	14,789
2025	460,891	94,399	555,291	447,860	91,730	539,590	15,700
2026	324,412	66,446	390,858	324,412	66,446	390,858	0
2027	326,392	66,851	393,244	326,392	66,851	393,244	0
2028	0	0	0	0	0	0	0
2029	0	0	0	0	0	0	0
2030	0	0	0	0	0	0	0
	0	0	0	0	0	0	0
TOTAL	8,387,700	1,717,963	10,105,663	8,232,696	1,686,215	9,918,911	186,752

ORDINANCE NO. 2015-08
PROCEDURE FOR CONSIDERATION OF PRELIMINARY PUD PLANS

AN ORDINANCE AMENDING THE SEABROOK CODE OF ORDINANCES, APPENDIX A “COMPREHENSIVE ZONING”, ARTICLE 4, “SPECIAL USE REGULATIONS”, SECTION 4.10 “PLANNED UNIT DEVELOPMENTS” (“PUD”), BY UPDATING AND CLARIFYING PROCEDURES FOR CONSIDERATION OF PRELIMINARY PUD PLANS PURSUANT TO SUBSECTION 4.10.06 “PUD DESIGNATION PROCEDURE”; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2000.00 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND NOTICE.

WHEREAS, the Seabrook Code of Ordinances, (“Code”), Appendix A, “Comprehensive Zoning,” Article IV. “Special Use Regulations”, Section 4.10 “Planned Unit Developments” (“PUD”) currently empowers the Planning and Zoning Commission to require additional information at the time the preliminary PUD plan is considered and to recommend approval of the preliminary PUD plan with or without modifications or to recommend denial of the plan pursuant to Section 4.10.06; and

WHEREAS, Section 4.10.06 simply provides that the City Council “shall approve or deny PUD designation of the site”; and

WHEREAS, the City Council has determined the need to clarify and update the procedure for its consideration, review, and evaluation of the preliminary plan submittal; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

SECTION 1. FINDINGS OF FACT.

That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO THE CODE.

The Seabrook Code of Ordinances, Appendix A, “Comprehensive Zoning Ordinance”, Article 4, “Special Regulations,” Section 4.10, “Planned Unit Developments”, Section 4.10.06. “PUD Designation Procedure”, Subsection A, “Submission of Preliminary Plan” and Subsection B, “Submission of a Final PUD Plan” are hereby amended as shown below.

“4.10.06. PUD designation procedure: The process for the filing of an application, requirements for notice and advertisement of public meetings, procedures for protest of the

Ordinance No. 2015-08
Page 2

establishment of PUD designation and other related action shall be the same as those provided for in the rezoning process as described in Article 2, Section 2.04, **“Amendments to the Zoning Map and Zoning Text”** of the Code. In addition to the above, the landowner shall be governed by the following requirements:

A. Submission of the preliminary PUD plan: The Planning and Zoning Commission shall hold a public hearing on an application for PUD designation. Prior to the approval of such designation, the landowner shall submit a preliminary plan. The following information shall be shown on the preliminary plan:

1. The name, address and telephone number of the landowner;
2. The date that the project is submitted to the planning and zoning commission;
3. The name of the proposed project;
4. The names and addresses of adjoining property owners within 500 feet of the proposed project site;
5. A key map;
6. All existing streets, drives, buildings, watercourses, and bodies of water;
7. The location and size of existing utilities within or adjacent to the proposed project site; and
8. The proposed location, type and size of the following:
 - (a) Buildings and structures;
 - (b) Streets, drives, alleys, and curbs;
 - (c) Off-street parking areas with parking spaces individually drawn and counted;
 - (d) Sidewalks;
 - (e) Landscaping;
 - (f) Common open space and amenities sites;
 - (g) Sites for solid waste containers; and
 - (h) Signs.

The Planning and Zoning Commission is empowered to require additional information necessary for a complete understanding of the proposed PUD. After appropriate review and consideration, the Planning and Zoning Commission shall file a report with the City Council, recommending approval, approval with modifications to the PUD plan, or denial of PUD designation of the site.

In accordance with Article 2, Section 2.04, of this Ordinance, the City Council shall hold a public hearing and shall review the PUD report from the Planning and Zoning Commission. ~~[The city council shall approve or deny PUD designation of the site.]~~ **The City Council may require additional information of the proposed PUD. After appropriate review and consideration, the City Council may approve the preliminary PUD plan with or without modifications or deny the PUD.**

B. ***Submission of a final PUD plan:*** Before a building permit may be issued or before any development action on a proposed PUD may begin, the landowner shall submit a

Ordinance No. 2015-08
Page 3

final plan to the Planning and Zoning Commission for consideration and then City Council for final approval. The submission may be for all of the land included within a proposed PUD site or for a part of the site. The submission shall include all of the information prescribed in Subsection A. above, and shall additionally include specifications, covenants, easements, conditions, bonds, or other information required by the Commission and/or City Council.”

(Ord. No. 2013-08, § 2, 6-18-2013; Ord. No. 2013-14, § 2, 9-3-2013; Ord. No. 2014-10, § 2, 6-17-2014)

SECTION 3. INCORPORATION INTO THE CODE, PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this ordinance is subject to the penalty section of said Code and Ordinance, Sections 1-15 “General Penalty” and 11.06 “Criminal Enforcement”, which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of an offense and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed.

SECTION 5. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 6. NOTICE.

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this 7th day of April 2015.

PASSED AND APPROVED on second and final reading this 21st day of April 2015.

Ordinance No. 2015-08
Page 4

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BY: _____
Glenn R. Royal, Mayor

ATTEST:

By: _____
Michele L. Glaser, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered
City Attorney



CITY OF SEABROOK

AGENDA BRIEFING

Date of Meeting: TUESDAY, APRIL 7, 2015

Submitter/Requestor: Cook

Date Submitted: 3/30/2015 3:42:35 PM

Presenter: Cook/Chairez

Description/Subject:

Consider Res. No. 2015-10, Authorization for Acquisition of Real Property Interests for the Hester's Gully Drainage Improvement Project.

Purpose/Need: NA

Background/Issue(What prompted this need):

As a result of Hurricane Ike on September 13, 2008, portions of the City of Seabrook were submerged by flood waters that overwhelmed the existing drainage system and caused the roads to fail to function as the primary access for the area. The failure of the drainage system to function threatened the public health, safety and welfare of all served by the road due to flooding and impeded emergency vehicle access.

The City was in need of infrastructure improvements, including ditch rehabilitation and installation of new drainage structures, to improve the transfer of storm water to Galveston Bay and reduce flooding.

The Hester Gully Drainage Project will be located approximately 250 linear feet downstream of Todville Road to Galveston Bay in Seabrook, Harris County, Texas. The City of Seabrook Grantee shall address channel constrictions at the bay outfall by securing a property in the floodplain of the channel that previously supported a private residence.

The proposed work involves excavating the top 1 to 2 feet from the property adjacent to the gully up to the bulkhead and removing approximately 1 foot off the top of the bulkhead, allowing for water to convey more efficiently and adding more capacity within the floodplain. Narrow portions of the channel not already protected will be stabilized with riprap.

The attached Resolution will grant City approval to carry out all acquisition of needed real property, easements and/or rights-of-way.

Impacted Parties(Expected/Notified):

Miscellaneous Comments:

Attachments:

(Please list description of attachments and number of pages in each attachment)

Resolution No. 2015-10

Exhibit A

Fiscal Impact:	Budgeted	Yes	Finance	Officer
	Budget Amendment Required	Yes	Review:	
	Future/Ongoing Impact	Yes		
	Budget Dept/Line Item Number			

Funding Comments:

Where on the agenda should this item be placed?

New Business

Suggested Motion:

I move that the City Council of the City of Seabrook, Seabrook, Texas, in a record vote applying to all units of property to be condemned, adopt Resolution 2015-10 authorizing the use of the power of eminent domain to acquire property interests for the construction of drainage improvements for the Hester's Gully Drainage Improvement Project in those certain lots, tracts, or parcels of land generally identified in Attachment "A" to the Resolution, and authorize to the City Manager, City Attorney, or any special counsel, to supervise such acquisitions and, as necessary, to initiate condemnation proceedings to acquire such property interests.

Agenda Language:

Consider proposed Resolution No. 2015-10, "Authorization for Acquisition of Real Property Interests for the Hester's Gully Drainage Improvement Project." **A record vote will be taken.** (Chairez/Cook)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, SEABROOK, TEXAS, AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS BY PURCHASE,

DONATION, OR EXERCISE OF THE POWER OF EMINENT DOMAIN FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR “THE HESTER’S GULLY DRAINAGE IMPROVEMENT PROJECT”, (“PROJECT”) GENERALLY DESCRIBED AS THE DRAINAGE CONVEYANCE WHERE HESTER’S GULLY DRAINS TO GALVESTON BAY TO PROVIDE POSSIBLE RELIEF UPSTREAM IN THE EL MAR, MIRAMAR, OAKS OF SEABROOK AND HARBOR COVE SUBDIVISIONS; DETERMINING THE PUBLIC NECESSITY FOR SUCH PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF SEABROOK, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, SPECIFICALLY INCLUDING CHAPTER 21 OF THE TEXAS PROPERTY CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED, BY A RECORD VOTE, IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

City Manager Review:

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances)

(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

**CITY OF SEABROOK
RESOLUTION 2015-10
AUTHORIZATION FOR ACQUISITION OF REAL PROPERTY INTERESTS
FOR THE HESTER'S GULLY DRAINAGE IMPROVEMENT PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, SEABROOK, TEXAS, AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS BY PURCHASE, DONATION, OR EXERCISE OF THE POWER OF EMINENT DOMAIN FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS FOR "THE HESTER'S GULLY DRAINAGE IMPROVEMENT PROJECT", ("PROJECT") GENERALLY DESCRIBED AS THE DRAINAGE CONVEYANCE WHERE HESTER'S GULLY DRAINS TO GALVESTON BAY TO PROVIDE POSSIBLE RELIEF UPSTREAM IN THE EL MAR, MIRAMAR, OAKS OF SEABROOK AND HARBOR COVE SUBDIVISIONS; DETERMINING THE PUBLIC NECESSITY FOR SUCH PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF SEABROOK, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, SPECIFICALLY INCLUDING CHAPTER 21 OF THE TEXAS PROPERTY CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED, BY A RECORD VOTE, IS OPEN TO THE PUBIC AS REQUIRED BY LAW.

WHEREAS, the City of Seabrook, Seabrook Texas (the "City") is a municipal body politic and corporate in perpetuity and operates pursuant to its Charter, enacted pursuant to the Home Rule Amendment of the Constitution of Texas, known as the Enabling Act, and Article XI, Section V, of the Texas Constitution; and

WHEREAS, the City possesses the power to develop and improve any and all public streets, sidewalks, alleys, highways, and other public ways by laying out, opening, narrowing, widening, straightening, extending, lighting, and establishing building lines along the same; by purchasing, condemning, and taking property therefor; by filling, grading, raising, lowering, paving, repaving, and repairing, in a permanent manner, the same; and by constructing, reconstructing, altering, repairing, and realigning curbs, gutters, drains, sidewalks, culverts, and other appurtenances and incidentals in connection with such development and improvement authorized hereinabove or any combination or part thereof; and

WHEREAS, the City Council of the City of Seabrook, Texas has previously authorized the employment of Cobb Fendley & Associates, Inc. to consider the construction of improvements to Hester's Gully for needed drainage improvements, temporary/permanent easements and for needed infrastructure, such area and project being generally described as:

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44 Acquiring property to improve the drainage conveyance where Hester's Gully drains to
45 Galveston Bay and provide possible relief upstream, including but not limited to the El
46 Mar, Miramar, Oaks of Seabrook and Harbor Cove subdivisions, which are affected by
47 the restricted outfall. The acquisition of the needed property is also to prevent future
48 structures from being placed in the area that will impede the flow of the channel. The
49 Hester's Gully Drainage Improvements Project will consist of acquiring, clearing and
50 regrading the property at 3026 Todville Road (south of Hester's Gully). The entire
51 28,584 square foot property at 3026 Todville Road is to be acquired, cleared of all
52 vegetation, and regraded to drain toward the gully. Construction of an 8 foot wide by 50-
53 foot long wooden bridge crossing the gully at the northwest end of the property will
54 allow for maintenance crews access. The property will be secured on the south side by a
55 barbed wire fence with a gate provided for access at the northwest end, (hereinafter, the
56 "Project"); and
57

58 **WHEREAS**, this Project was recommended by the City Staff in order to provide
59 necessary improvements to Hester's Gully in accordance with the approved Project, and state
60 and federal regulation, specifically including CDBG rules and regulations; and
61

62 **WHEREAS**, the City Council of the City of Seabrook, by a record vote applying to all
63 units of property to be condemned, has determined that a public necessity exists for the Project,
64 the construction of drainage and related improvements for needed infrastructure for the "Project"
65 serves a public use, and a need exists for acquisition of certain property rights for this Project by
66 donation, purchase, or exercise of the power of eminent domain, as authorized by Chapter 251 of
67 the Texas Local Government Code and Section 1.05 of the City Charter; and
68

69 **WHEREAS**, the City Council of the City of Seabrook finds and determines it is
70 necessary that the acquisition of certain property rights, as hereinafter described, should be done
71 expeditiously; and
72

73 **WHEREAS**, the City Council for the City of Seabrook finds and determines the said
74 property rights are immediately necessary for construction of the Project and related
75 improvements, and that unless the property rights are acquired, it will be to the substantial
76 detriment and disadvantage to the City of Seabrook; and
77

78 **WHEREAS**, it is the specific intent of the City Council of the City of Seabrook to
79 comply with all legal requirements for condemnation of property for the Project, including
80 CDBG requirements; and
81

82 **WHEREAS**, the City Council of the City of Seabrook finds and determines that
83 authorization to the City Manager to establish just compensation for the property rights is
84 appropriate; and that authorization to the City Attorney of the City of Seabrook and any special
85 counsel for the City, specifically including Charles McFarland, McFarland PLLC to proceed, as
86 necessary, for instituting condemnation proceeding is appropriate; and

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Page 3

87
88 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE**
89 **CITY OF SEABROOK, TEXAS:**
90

91 **Section 1.** The City Council of the City of Seabrook hereby finds and determines that a
92 public use and necessity exist for the City of Seabrook to construct The Hester's Gully Drainage
93 Improvement Project, as previously described, ("Project") and to acquire, by donation, purchase,
94 or exercise of the power of eminent domain, the necessary property rights in those certain lots,
95 tracts or parcels of land deemed necessary for construction of this Project as generally identified
96 in Attachment "A", together with all necessary appurtenances, additions and improvements on,
97 over, under, and through those certain lots, tracts, or parcels of land as provided above.
98

99 **Section 2.** That the City Manager is authorized and directed to negotiate for and to
100 acquire the property rights for the City of Seabrook, and acquire said rights in compliance with
101 State and Federal law, specifically including rules and regulations associated with
102 Federal/CDBG requirements. That the City Manager is specifically authorized and directed to
103 do each and every act necessary to acquire the needed property rights including, but not limited
104 to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to
105 designate a qualified appraiser of the property to be acquired when such appraisal is necessary,
106 and, where necessary to institute proceedings through the City Attorney, or any special counsel,
107 including Charles McFarland, McFarland PLLC, for condemnation of the subject property rights.
108

109 **Section 3.** That the City Manager, or any individual he/she may so designate, is
110 appointed as negotiator for the acquisition of the property rights, and as such, the City Manager
111 is authorized and directed to do each and every act and deed here and above specified or
112 authorized by reference, subject to the availability of funds appropriated by the City Council for
113 such purpose. Said City Manager is specifically authorized to establish the just compensation for
114 the acquisition of the property rights. That, if the City Manager or his/her designee determines
115 that an agreement as to damages or compensation cannot be reached, then the City Attorney or
116 any special counsel, specifically including Charles McFarland, McFarland PLLC, is hereby
117 authorized and directed to file or cause to be filed, against the owners and interested parties of
118 the properties, proceedings in condemnation to acquire the above stated property interests.
119

120 **Section 4.** The City Council finds that legal proceedings for condemnation of the
121 property interests relating to this Project, as necessary, is in compliance with the requisites of law
122 in that such condemnation is not to confer, or is a pretext to confer, a private benefit on a
123 particular party, and is not primarily for economic benefit, but that such property is necessary for
124 needed infrastructure and serves a public use.
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126 PASSED AND APPROVED this 7th day of April 2015.
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ATTEST:

Glenn R. Royal, Mayor

Michele L. Glaser, TRMC
City Secretary

Resolution No. 2015-10
Exhibit A

Exhibit "A"

Hester's Gully Description

The purpose for acquiring the property is to improve the drainage conveyance where Hester's Gully drains to Galveston Bay and provide possible relief upstream in the El Mar, Miramar, Oaks of Seabrook and Harbor Cove subdivisions, which are affected by the restricted outfall. The acquisition of the property is also to prevent future structures from being placed in the area that will impede the flow of the channel. The Hester's Gully drainage improvements project will consist of acquiring, clearing and regrading the property at 3026 Todville Road (south of Hester's Gully). The entire 28,584 square foot property at 3026 Todville Road is to be acquired, cleared of all vegetation, and regraded to drain toward the gully. Construction of an 8 foot wide by 50 foot long wooden bridge crossing the gully at the northwest end of the property will allow for maintenance crews access. The property will be secured on the south side by a barbed wire fence with a gate provided for access at the northwest end.

[illegible]

April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 Open Space 5 p.m.	3 City Holiday	4 Easter Egg Hunt
5 Easter	6	7 Special Joint Meeting 6 p.m. Council 7 p.m. P&Z 7 p.m.	8	9 EDC 7 p.m.	10 Council –Staff Planning Session 8 a.m.	11
12	13	14	15	16 HCMCA 6:30 P&Z 7p.m.	17	18
19	20	21 Council 7 p.m.	22	23	24	25
26	27 Early voting 7:30 a.m. to 5:00 p.m.	28 Early voting 7:30 a.m. to 5:00 p.m.	29 Early voting 7:30 a.m. to 5:00 p.m.	30 Early voting 7:30 a.m. to 7:30 p.m.		