

## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

### AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS December 23, 2013

#### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session December 9, 2013

Approval/Amendment of Agenda

#### Public Comment

#### Ongoing Business - None

#### New Business

- I. **Larry Cooksey, Quay County Undersheriff**
  - Activity Report
  
- II. **Donald Adams, Quay County Fire Marshal**
  - Request Approval to Membership Agreement to National Joint Powers Alliance
  - Request Approval of 3,500 Gallon Tanker Purchase for Bard-Endee Fire Department as granted by the State Fire Marshal's Office
  - Request Approval of 2013-2014 Resolution No. 20 Authorizing Bard-Endee Fire to Apply for a Loan with NM Finance Authority for the Purchase of a Tanker and the Loan Application
  
- III. **Quay County Road Department**
  - Request Approval of M2 Blades Lease/Purchase Contract with Caterpillar Financial Services Corporation
  - Road Update
  
- IV. **Richard Primrose, Quay County Manager**
  - Request Approval of 2013-2014 Resolution No. 21 Supporting Funding for the Placement of Veterans' Cemeteries in the State of New Mexico and for A Veterans' Cemetery to be Located in the City of Clovis
  - Correspondence



DOC #CM-00325

02/03/2014 10:54 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 45



**V. INDIGENT CLAIMS BOARD**

- Call Meeting to Order
- Request Approval of Indigent Minutes for the November 25, 2013 Meeting
- Request Approval of Amended November Claims Report
- Review December Claims Presented by Julie Lafferty
- Adjourn

**VI. Request Approval of Accounts Payable**

**VII. Other Quay County Business That May Arise During Commission Meeting**

**VIII. Request for Closed Executive Session Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation**

**IX. Any Action That May Arise as a Result of Closed Executive Session**

**Adjourn**

*Lunch- Time and Location to be Announced*

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**December 23, 2013**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 23<sup>rd</sup> day of December, 2013 at 9:00 a.m. in Quay County Commission Room, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Brad Bryant, Chairman  
Mike Cherry, Member  
Sue Dowell, Member  
Ellen L. White, Chief Deputy County Clerk  
Richard Primrose, County Manager

**OTHERS PRESENT:**

Janie Hoffman Quay County Assessor  
Larry Cooksey, Quay County Under-Sheriff  
Donald Adams, Quay County Fire Marshal  
Steve Hanson, Quay County Sun

Chairman Brad Bryant called the meeting to order. Donald Adams led the Pledge of Allegiance.

Minutes from the December 9, 2013 meeting were presented for approval. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes as presented. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with all members voting "aye".

**PUBLIC COMMENTS: NONE**

**ONGOING BUSINESS: NONE**

**NEW BUSINESS:**

Donald Adams, Quay County Fire Marshal requested approval of the following items:

1. Approval of Membership Agreement to National Joint Powers Alliance. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Joint Powers

Alliance. MOTION carried with all members voting "aye". A copy of said document is attached and made a part of these minutes.

2. Approval of 3,500 Gallon Tanker Purchase for Bard-Endee Fire Department as granted by the State Fire Marshal's Office. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said purchase. MOTION carried with all members voting "aye".
3. Approval of 2013-2014 Resolution No. 20 Authorizing Bard-Endee Fire to Apply for a Loan with NM Finance Authority for the Purchase of a Tanker and the Loan Application. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution No. 20. MOTION carried with all members voting "aye". Copy of Resolution is attached and made part of these minutes.

Adams stated that he projected a high fire danger season for our area in the Spring and Summer of 2014 and will keep the Commissioners informed as the seasons approach.

Richard Primrose presented the Road Department report on behalf of Larry Moore, Superintendent:

1. Requested approval of the M2 Blades Lease/Purchase Contract with Caterpillar Financial Services Corporation. It was noted there was a slight difference in the overall lease price between the blades and the Contract should be exactly the same for both. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Contracts with the correction of the monthly payments reflected to be the same amount. MOTION carried with all members voting "aye". A copy of said Contract is attached and made a part of these minutes.
2. The bladed mileage report for area roads was presented.
3. One mile of the Quay Road R project is complete in the Nara Visa area.

Chairman Bryant asked if the crews had time to look at Quay Road 42 for needed maintenance. Primrose stated that they had looked at it and material will need to be hauled to that location.

Jeanne O'Dean, Founder of Global Telesis 3 LLC joined the meeting. Time noted 9:30 a.m.

County Manager, Richard Primrose gave the following report:

1. Requested approval of Resolution No. 21; Supporting Funding for the Placement of Veterans' Cemeteries in the State of New Mexico and for a Veterans' Cemetery to be Located in the City of Clovis. A MOTION was made by Chairman Bryant, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with Bryant and Dowell voting "aye" and Cherry abstaining. Cherry noted he abstained due to the fact he had already offered a support letter to the Angel Fire area for a Cemetery near the Vietnam Memorial. A copy of said Resolution is attached and made a part of these minutes.

CORRESPONDCE:

1. Received notification from NM State Auditor informing Quay County their Audit had been approved and gave permission to print the document.
2. Received a letter from NM Department of Transportation informing Quay County they would not be receiving funding this year from the LGRF Match Waiver Program Fund.
3. Presented the monthly RPHCA Report for November from the Quay County Family Health Center.
4. Provided a copy of the monthly Gross Receipts Tax report for Quay County.
5. Informed the Commissioners an RFP would be issued soon for the new HVAC Units at the Detention Center.
6. The architect is studying the roof at the Detention Center for repairs/replacement. This project is the priority for Quay County's Capital Outlay request.
7. Primrose attended the US 54 Alignment Study for the Bridge over the Canadian River at Logan and also the presentation regarding construction of the Intake Structure at Ute Lake.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried with all members voting "aye". Time noted 9:30 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 9:40 a.m.

CHECKS WERE REVIEWED. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve payments. MOTION carried with all members voting "aye".

OTHER BUSINESS:

Commissioner Cherry wished the staff a Merry Christmas and Happy New Year.

Jeanne O'Dean spoke from the audience informing the Commissioners of her NM Broadband Initiative and her goals for Tele-Medicine and Tele-Health stating she would be hosting a meeting at 2:00 p.m. on January 8, 2014 and was looking for a place to hold the meeting. The Commissioners suggested she contact the City of Tucumcari for a location.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss threatened or pending litigation. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". Time noted 9:45 a.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 10:45 a.m.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry that only the items listed above were discussed during Executive Session. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". No Action was taken.

There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, January 13, 2014 at 9:00 a.m. unless sooner called. MOTION carried with all members voting "aye". Time noted 10:55 a.m.

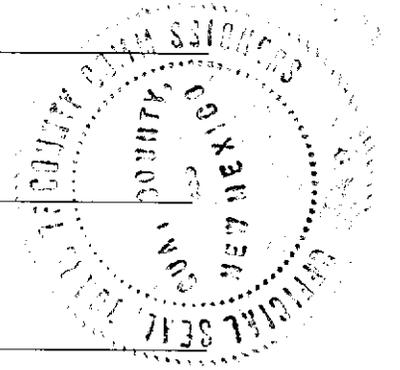
Respectfully submitted,  
Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

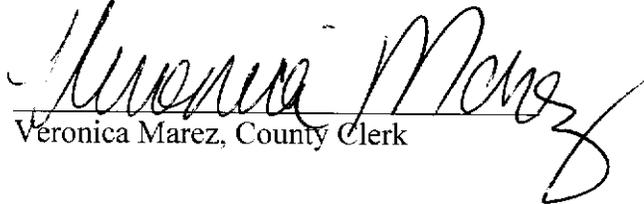
  
\_\_\_\_\_  
Brad Bryant

  
\_\_\_\_\_  
Sue Dowell

  
\_\_\_\_\_  
Micheal Cherry



ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk

**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



This Agreement, made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and Quay County hereinafter referred to as the "Applicant".

**Witnesseth:**

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

*Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and*

*Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and*

*Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and*

*Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;*

**Now Therefore,** it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

**Term:**

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

**THEREFORE, IN WITNESS THEREOF,**

the parties hereto have executed this Agreement the day and year written above.

**National Joint Powers Alliance®  
202 12th Street NE, P.O. Box 219  
Staples, MN 56479**

**Member Name:**

By Richard D. Primrose  
AUTHORIZED SIGNATURE  
Its County Manager  
TITLE  
12/23/2013  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
DATE

Please indicate an address to which your membership materials may be delivered. Thank you.

P.O. Box 1246, Tucumcari, NM 88401  
ADDRESS  
575-461-2112  
PHONE  
richard.primrose@quaycounty-nm.gov  
EMAIL ADDRESS  
Governmental  
ORGANIZATION TYPE

For membership questions contact:  
**Duff Erholtz**  
Phone: 218-894-5490  
Fax: 218-894-3045  
Email: duff.erholtz@njpacoop.org

**JOINT EXERCISE OF POWERS  
AGREEMENT**



**This Agreement is Between the National Joint Powers Alliance® (NJPA) and**

*Quay County*

(participating governmental agency)

**Agreement.** The participants in this Joint Exercise of Powers Agreement, hereinafter referred to as the Agreement, agree to jointly or cooperatively exercise certain powers common to them for the procurement of various goods and services by the participants. The term "governmental agency" as defined and used in this Agreement, includes any city, county, town, school district, education agency, post-secondary institution, governmental agency or other political subdivision of any agency of any state of the United States or any other country that allows for the Joint Exercise of Powers, and includes any instrumentality of a governmental agency. For the purpose of this section, an instrumentality of a governmental agency means an instrumentality having independent policy making and appropriating authority.

**Purpose.** The purpose of this Agreement is to allow for the cooperative efforts to provide for contract and vendor relationships to purchase supplies, materials, equipment or services (hereinafter referred to as goods and services,) as a result of the current and active competitive bidding process exercised by a legal qualifying bidding agency on behalf of governmental and other qualifying agencies. Qualified customers may forgo the competitive bidding process as a result of this action and process provided on the agencies behalf. Reference the Uniform Municipal Contracting Law MN Statute 471.345 subd 15. This provision is made possible as a result of the purchasing contract development through a national governmental agency association's purchasing alliance.

*Whereas, parties to this Agreement are defined as governmental agencies in their respective states;*

*and Whereas, this Agreement is intended to be made pursuant to the various Joint Exercise of Powers Acts of the states or nations of the respective participating governmental agencies which authorizes two or more governmental agencies to exercise jointly or cooperatively powers which they possess in common;*

*and Whereas, the undersigned Participating Governmental Agency asserts it is authorized by Intergovernmental Cooperation Statutes to enter into an agreement with NJPA to cooperate in procurement of goods and services; and Whereas, NJPA asserts it is a Minnesota Service Cooperative created and governed under Minnesota Statute §123A.21 authorized by Minnesota Statute §471.59 to "jointly or cooperatively exercise any power common to the contracting parties";*

*and Whereas, the undersigned Participating Governmental Agency and NJPA desire to enter into a "Joint Exercise of Powers Agreement" for the purpose of accessing available purchasing contracts for goods and services from each other which can be most advantageously done on a cooperative basis;*

**Now Therefore,** it is mutually agreed as follows:

1. The Parties to this agreement shall provide in a cooperative manner access to each other's purchasing efforts to procure supplies, equipment, materials and services hereinafter referred to as "goods and services",
2. The Parties to this Agreement will adhere to any and all applicable laws pertaining to the purchasing of goods and services as they pertain to the laws of their state or nation,
3. Either Party to this Agreement may terminate their participation in this Agreement upon thirty (30) days written notice,
4. Neither Party to this Agreement claims any proprietary interest of any nature whatsoever in any of the other participants in this Agreement
5. Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law;

5/29/2012

**JOINT EXERCISE OF POWERS  
AGREEMENT**



- 6. Both Parties to this Agreement agree to abide by all of the general rules and regulations and policies of the participating agencies that they are receiving goods and services from;
- 7. Both Parties to this Agreement agree to strict accountability of all public funds disbursed in connection with this joint exercise of powers;
- 8. Both Parties to this Agreement agree to provide for the disposition of any property or surplus moneys (as defined by the participant) acquired as a result of this joint exercise of powers in proportion to the contributions of the governing bodies and;
- 9. Both Parties to this Agreement acknowledge their individual responsibility to gain ratification of this agreement through their governing body.

This Agreement allows for the NJPA to provide procurement contracts on behalf of all qualified participating agencies pursuant to the Uniform Municipal Contracting law, MN Statute §471.345 Subd 15.

**ORGANIZATION INFORMATION (\*\* Required Fields)**

Applicant Name: \*\* Quay County  
 Address: \*\* P.O. Box 1246  
 City, State, Zip \*\* Tucumcari, NM 88401  
 Federal ID Number: 85-6000238  
 Contact Person: \*\* Richard Primrose  
 Title: \*\* County Manager  
 E-mail: \*\* richard.primrose@quaycounty-nm.gov  
 Phone: 575-461-2112  
 Website: www.quaycounty-nm.gov

**Reference:**  
 Minnesota Joint Exercise of Powers  
 M.S. 471.59

Participating Agency  
 Joint Exercise of Powers Authority  
 granted under State Statute

# NMSTA 13-1-135

**THE UNDERSIGNED PARTIES HAVE AGREED THIS DAY TO THE ABOVE CONDITIONS.**

**Member Name:**

**National Joint Powers Alliance®**

By Richard A. Primrose  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Its County Manager  
TITLE

\_\_\_\_\_  
TITLE

12/23/2013  
DATE

\_\_\_\_\_  
DATE

**Completed applications may be returned to:**

National Joint Powers Alliance ®  
 202 12<sup>TH</sup> Street NE  
 Staples, MN 56479

**Duff Erholtz**

Phone: 218-894-5490

Fax: 218-894-3045

E-mail: duff.erholtz@njpacoop.org

**QUAY COUNTY**  
**2013-2014**  
**RESOLUTION NO. 20**

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION  
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE  
NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Quay County/Bard- Endee Fire District ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Quay County Board of Commissioners ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of a 3,500 gallon Tanker ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE QUAY COUNTY, NEW MEXICO :

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

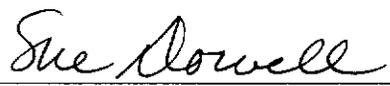
Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

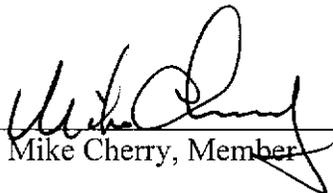
Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 23<sup>rd</sup> day of December, 2013.

QUAY COUNTY BOARD OF COMMISSIONERS

By   
Brad Bryant, Chairman

By   
Sue Dowell, Member

By   
Mike Cherry, Member

(Seal)

ATTEST:

  
Veronica Marez, County Clerk



<b>NMFA Use Only:</b>	
<b>App. #:</b>	<b>-PP</b>
<b>FA assigned:</b>	
<b>Legislative Authorization</b>	

**PUBLIC PROJECT REVOLVING FUND  
EQUIPMENT APPLICATION**

**I. GENERAL INFORMATION**

**A. APPLICANT /ENTITY**

		<b>Application Date:</b>		12/23/2013	
<b>Applicant/Entity:</b>		Quay County /Bard-Endee Fire District			
<b>Address:</b>		P.O. Box 1246, Tucumcari, NM 88401			
<b>County</b>		Quay		<b>Census Tract:</b> 9589.00	
<b>Federal Employer Identification Number (EIN) as issued by the IRS:</b>				85-6000238	
<b>Legislative District:</b>		<b>Senate:</b> 7		<b>House:</b> 67	
<b>Phone:</b>	575-461-2112	<b>Fax:</b>	575-461-6208	<b>Email Address:</b>	<a href="mailto:richard.primrose@quaycounty-nm.gov">richard.primrose@quaycounty-nm.gov</a>
<b>Individual Completing Application:</b>		Julie Lafferty			
<b>Address:</b>		P.O. Box 1246, Tucumcari, NM 88401			
<b>Phone:</b>	575-461-2112	<b>Fax:</b>	575-461-6208	<b>Email Address:</b>	<a href="mailto:julie.lafferty@quaycounty-nm.gov">julie.lafferty@quaycounty-nm.gov</a>

**II. PROJECT SUMMARY**

**A. Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. Estimated Costs, useful life of the equipment, any warranty or lease purchase details. .

1. Description of Equipment: 3,500 gallon Tanker

2. When do you need NMFA funds available? May 1, 2014

**B. Total Project Cost & Sources of Funds Detail.**

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
3,500 gallon Tanker	\$60,000	\$ 212,500	\$	\$ 272,500
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$ 0.00
<b>Total Cost:</b>	<b>\$ 60,000</b>	<b>\$ 212,500</b>	<b>\$ 0.00</b>	<b>\$ 272,500</b>

**III. FINANCING**

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: \_\_\_\_\_
- County Option GRT – please specify: \_\_\_\_\_
- Other Tax-Based Revenue: \_\_\_\_\_
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Other Revenue: \_\_\_\_\_

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes  No

**If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.**

**IV. READINESS TO PROCEED ITEMS**

**A. The following items must accompany this application in order for this application to be considered complete:**

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports
- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

**V. CERTIFICATION**

**I certify that:**

**We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.**

**We will comply with all applicable state and federal regulations and requirements.**

**To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.**

**Signature:**

  
\_\_\_\_\_  
(highest elected official)

**Title:**

**Commission Chairman**  
\_\_\_\_\_

**Jurisdiction:**

**Quay County**  
\_\_\_\_\_

**Print Name:**

**Brad Bryant**  
\_\_\_\_\_

**Date:**

**December 23, 2013**  
\_\_\_\_\_

**Signature:**

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

**Finance Officer/Director:**

**Nadine Angel**  
\_\_\_\_\_



# **CT660S SBA 6x4**

Sales Proposal For:  
**Quay County**

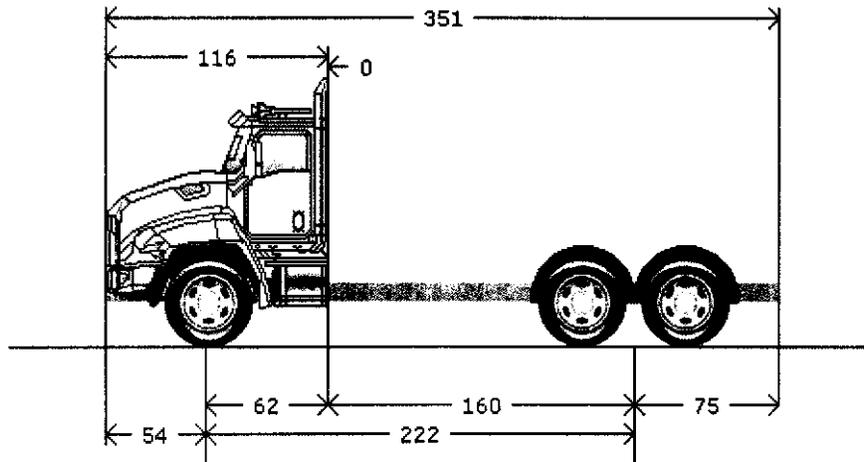
Presented By:  
**WARREN POWER & MCHY, LP**



Prepared For:  
Quay County  
Reference ID: 121713

Presented By:  
WARREN POWER & MCHY, LP  
Kelly Kirkland  
10325 YOUNGER RD  
MIDLAND TX 79706 - 2622

Thank you for the privilege of bidding your new truck. This build is based on the a 475HP (SCR) Engine with a CAT CX-31 Automatic Overdrive Transmission. This CAT CT-660 custom fire truck rigging would be completed by Steele Fire Apparatus - Haskell, Texas, per your instructions. ~~Your NJPA Truck Price: \$272,000.00, including your proposed fabrication!~~ This price is plus any applicable federal or state fees. Please allow 12 - 14 weeks from confirmed order for delivery to Steele Fire Apparatus. Terms of payment are NET ON DELIVERY, unless otherwise stated.



**Model Profile**  
**2015 CT660S SBA 6x4 (CF7AA)**

<b>APPLICATION:</b>	Fire/Pumper (Emergency)
<b>MISSION:</b>	Requested GVWR: 35000. Calc. GVWR: 66000 Calc. Start / Grade Ability: 48.79% / 5.70% @ 55 MPH Calc. Geared Speed: 81.1 MPH
<b>FUEL ECONOMY:</b>	8.21 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 222.00, CA: 160.00, Axle to Frame: 75.00
<b>ENGINE, DIESEL:</b>	{CT 13} EPA 10, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Caterpillar CX31} 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, With Driver Controlled Locking Differential in Forward Rear and Rear-Rear Axle and 200 Wheel Ends Gear Ratio: 5.38
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 425/65R22.5 XZY-3 (MICHELIN) 465 rev/mile, load range L, 20 ply
<b>TIRE, REAR:</b>	(8) 11R24.5 XDE M/S (MICHELIN) 475 rev/mile, load range G, 14 ply
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-463} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity With Bronze Center Bushings
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12.65" x 3.50" x 0.25"(321.0mm x 88.9mm x 6.35mm); 445.4" (11313mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100KT Location 1: 9219, Winter White (Std) Chassis schematic N/A



## Vehicle Specifications

December 17, 2013

### 2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>
CF7AA00	Base Chassis, Model CT660S SBA 6x4 with 222.00 Wheelbase, 160.00 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1652	CROSSMEMBER, REAR Relocated to End of Frame
1DAV	FRAME RAILS High Strength Heat Treated Alloy Steel (120,000 PSI Yield); 12.00" x 3.25" x 0.25" (304.8mm x 82.6mm x 6.35mm); 478.1" (12143mm) Maximum OAL
1GDL	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 12.65" x 3.50" x 0.25"(321.0mm x 88.9mm x 6.35mm); 445.4" (11313mm) Maximum OAL
1LBC	BUMPER, FRONT Multi-piece Stainless Steel <u>Includes</u> : FOG LIGHT OPENING (2) and with Rectangular Hole for Step
1SAP	CROSSMEMBER, REAR, AF (1) 5 Piece
1WWS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3772	SHOCK ABSORBERS, FRONT for 20,000-lb Capacity Suspensions
3ACU	SUSPENSION, FRONT, SPRING Multileaf, Slipper Type; 20,000-lb Capacity; With Torque Rods and Less Shock Absorbers <u>Includes</u> : SPRING PINS Threaded
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank <u>Includes</u> : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater <u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder
5710	STEERING COLUMN Tilting and Telescoping
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
5WBH	STEERING WHEEL {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped
7DXM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Dual Vertical Tail Pipes & Bright Guards, Cab Mounted
7MAY	TAIL PIPE (2) Chrome Turnback; 6" Diameter, Belled Down to 5" at Muffler, for Dual Exhaust
7SDD	ENGINE COMPRESSION BRAKE {Jacobs} for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment



2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8540	HORN, ELECTRIC (2)
8685	HORN, AIR (2) Single Bell, Long Chrome
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8ACE	BEACON LIGHT WIRING for (2) Customer Installed Beacon
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MMJ	BATTERY SYSTEM {Caterpillar} (3) 12 Volt 2130CCA Total
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8VUK	BATTERY BOX Aluminum With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WKU	BATTERY DISCONNECT SWITCH 200 Amp; Lever Operated, Locks with Padlock, Battery Box Mounted, Does Not Disconnect Charging Circuits, Disconnects Power to PDC
8WNH	RUNNING LIGHT (2) Daytime
8WVR	FOG LIGHTS (2) Clear, Round, Halogen
8WVG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XCV	TOGGLE SWITCH, AUXILIARY (4) with Four 20-Amp Fuses/Circuit Breakers
9ASE	FRONT END Tilting Composite <u>Includes</u> : GRILLE SURROUND Brushed Stainless Steel
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WJM	GCWR RANGE , GCWR Equal to or Less than 66,000-lb, for Transmission Application Validation
11001	CLUTCH Omit Item (Clutch & Control)
12864	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1500 Watt
12KXS	ENGINE, DIESEL {CT 13} EPA 10, SCR, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed



2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>
12UBH	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1564 SqIn, 1572 SqIn Dual CAC, 1293 SqIn 3 Core LTR
12UNJ	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; CT13 Engines
12VBT	AIR CLEANER Single Element, Heavy Duty
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
12WBX	ENGINE CONTROL, REMOTE MOUNTED for PTO with CT 11,13 & 15 Engines
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WUD	COOLANT FILTER for 2010 CT 11 and CT 13 Engines
12WZD	EMISSION COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies With California Clean Air Regulations
13902	THRU-SHAFT PTO Provision, Rear; With Caterpillar CX31 Series Transmission
13CZZ	TRANSMISSION, AUTOMATIC {Caterpillar CX31} 1st Generation Controls; 6 Speed, Includes Oil Level Sensor, with PTO Provision, for ON/OFF Highway <u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan
13WCT	OIL COOLER, AUTO TRANSMISSION {Champ} Remote Mounted; For Use With Automatic Transmission and Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
14862	PDL WARNING BUZZER Power Divider Lock
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, With Driver Controlled Locking Differential in Forward Rear and Rear-Rear Axle and 200 Wheel Ends . Gear Ratio: 5.38 <u>Includes</u> : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity With Bronze Center Bushings <u>Includes</u> : CROSSMEMBER, SUSPENSION 5-Piece <u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15SWD	FUEL TANK Top Draw; Polished Aluminum, 26" Diam., 80 U.S. Gal., 302 L Capacity Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16031	CAB Conventional <u>Includes</u> : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : SKIN Riveted



2015 CT660S SBA 6x4 (CF7AA)

<u>Code</u>	<u>Description</u>
	: STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16JPC	SEAT, DRIVER {National 2000 Model 295} Air Suspension, Intermediate Back, All Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAC	SEAT, PASSENGER {National 2000 Model 292} Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment
16SKU	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Black Painted Finish Heads, Brackets & Arms
16UJZ	STORAGE, CAB INTERIOR Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab
	<u>Includes</u>
	: "A" PILLAR COVER Molded Plastic
	: CAB INTERIOR TRIM PANELS Vinyl
	: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches
	: COURTESY LIGHT (2) Driver and Passenger Door Mounted
	: DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides
	: FLOOR COVERING Rubber, Black
	: HEADLINER Soft Padded Vinyl
	: HEATER BOX Metal, Painted Black
	: INSTRUMENT PANEL TRIM Vinyl
	: MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side
	: STORAGE POCKET, DOOR (2) Driver and Passenger Door
	: SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts
27DMZ	WHEELS, FRONT DISC; 22.5" Non-Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 13.00 DC Rims; With Steel Hubs
28DMH	WHEELS, REAR DUAL DISC; 24.5" Painted Steel, 2-Hand Hold, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
	<u>Includes</u>
	: PAINT IDENTITY, REAR WHEELS White
29PAS	PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint
7474223217	(8) TIRE, REAR 11R24.5 XDE M/S (MICHELIN) 475 rev/mile, load range G, 14 ply
7652663208	(2) TIRE, FRONT 425/65R22.5 XZY-3 (MICHELIN) 465 rev/mile, load range L, 20 ply
1	Custom Steele Fire Apparatus - Rigging.

# STEELE FIRE APPARATUS

## Haskell Texas

1-800-687-7639



Bill Steele

## Proposal For Quay County New Mexico

Steele Fire Apparatus appreciates the opportunity to offer this proposal. We are very interested in meeting your needs and requirements for this Tanker. Below are the specifications we offer in this proposal.

The cost for the body will be \$134,500.00

### **BODY**

The body of the truck will be **custom built** in our plant.

The body will be made of 4" channel with 4" channel for cross runners and 1/8" steel sheets for the top of the truck bed.

The 1/8" steel sheets will be formed to cover the top of the bed and bent down to form the sides of the bed.

There will be a 10" tailboard at the rear of the body.

This tail board will be supported by 2"x2"x3 1/16" square tubing going around the perimeter and extending back to the frame of the truck.

There will be two (2) SCBA bottle storage located in the wheel wells on both sides of the truck body.

Each storage compartment will have a satin finished aluminum door.

### **PUMP ASSEMBLY**

1. The pump shall be of a size and design to mount on the chassis rails of commercial and custom truck chassis, and have the capacity of 1000 gallons per minute (U.S. GPM), NFPA-1901 rated performance.
2. The entire pump shall be assembled and tested at the pump manufacturer's factory.
3. The pump shall be driven by the truck transmission mounted PTO. The engine shall provide sufficient horsepower and RPM to enable pump to meet and exceed its rated performance within the torque rating of the PTO, truck transmission and drive line components.
4. The entire pump shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by the latest NFPA Pamphlet No. 1901. Pump shall be free from objectionable pulsation and vibration.
5. The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (2069 bar). All metal moving parts in

# **STEELE FIRE APPARATUS**

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contact with water shall be of high quality bronze or stainless steel. Pump utilizing castings made of lower tensile strength cast iron not acceptable.

6. Pump body shall be vertically split, on a single plane for easy removal of entire impeller assembly including clearance rings.
7. Pump shaft to be rigidly supported by two bearings for minimum deflection. The bearings shall be heavy-duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.
8. The pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machines, hand-ground and individually balanced. The vanes of the impeller intake eye shall be hand ground and polished to a sharp edge, and be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower.
9. Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body.
10. The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

### **GEARBOX**

1. The gearbox shall be manufactured and tested at the pump manufacturer's factory.
2. Pump gearbox shall be of sufficient size to withstand the torque of the engine in pump operating conditions. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.
3. The gearbox drive shafts shall be of heat-treated chrome nickel steel shall withstand the full torque of the engine and pump operating conditions.
4. All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut helical design shall be provided. (No exceptions.)
5. The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

### **CERTIFICATION**

The pump will perform and meet the following tests:

100% of rated capacity @150 PSI net pump press.

100% of rated capacity @ 165 PSI net pumps press.

70% of rated capacity @ 200 PSI net pump press.

50% of rated capacity @ 250 PSI net pump press.

Pump shall be tested at manufacturer under full NFPA suction conditions.

### **PRIMING PUMP**

The priming pump shall be a positive displacement, oil-less rotary vane electric motor driven pump conforming to NFPA-1901 rated performance requirements. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance.

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The pump shall be capable of producing a minimum of 24 Hg vacuum at 2,000 feet (609.6m) above sea level. The electric motor shall be a 12 VDC totally enclosed unit. The priming pump shall not require lubrication. The priming pump shall operate by a single pull control valve mounted on the pump operator's panel. The control valve shall be manufactured of bronze construction.

### **6" STEAMER INLETS**

Two 6" (15.24cm) steamer inlets will be provided, one (1) on the left side and one (1) on the right side. Both inlets shall have long handle chrome vented caps and a screen.

### **RELIEF VALVE**

There shall be one (1) suction side stainless steel relief pump valve provided on the pump system.

### **PUMP MODULE BODY**

The pump module body shall be a self-supported structure mounted independently from the body and chassis cab. The pump module shall be constructed entirely of extrusions and aluminum plate. The framework shall be formed from beveled aluminum alloy extrusions and shall be electrically seam welded at each joint using 5356 aluminum alloy welding wire. The main framework to be 3.00 x 3.00 x 0.18, or 3.00 x 1.5 webbed 0.25, 6063-T5 aluminum extrusion. The pump module design must allow normal frame deflection through isolation mounts without imposing stress on the pump module structure or side running boards. The pump module shall consist of a welded framework, properly braced to withstand chassis frame flexing. The pump module support shall be bolted to the frame rails of the chassis.

### **PUMP MODULE PANELS**

The pump module panels shall be 14 gauge brushed stainless steel. The panels shall be an integral part of the module.

### **PUMP CERTIFICATION TEST PLATE**

A permanently affixed plate shall be installed at the pump operators position that will provide the rated discharge and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump used and the no load governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve.

### **DISCHARGE VALVES**

The valves including the ball shall be constructed of 304 stainless steel. The valves shall be bi-directional with full flow capability. The valves shall be of fixed pivot ball design with a flow pressure rating to meet NFPA-1901 standards. The valve shall have a single piece seat and seal design and shall have an operating pressure of 400 psi. All 3.0" (7.62cm) discharge valves shall be supplied with a true slow close mechanism per NFPA specifications. The valve shall be warranted for a period of ten (10) years on all stainless steel components, against defects in design and manufacturing processes.

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### **PIPING AND MANIFOLDS**

All the plumbing and/or piping in the pump module shall be of 304 stainless steel or flexible piping for long life. All stainless steel castings shall be a minimum of schedule 40. All NPT pipe thread connections larger than ¾" connections shall be avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2" and 2-½" (5.08 and 6.35cm) pre-connect valves.

The flexible piping shall be black SBR synthetic rubber hose with 300 working pounds and 1200 pounds burst pressure for sizes 1.5 through 4". Sizes ¾", 1" and 5" are rated at 250 pound working and 1000 pound burst pressure. All sizes are rated at 30 HG vacuum. Reinforcement consists of two plies of high tensile strength tire cord for all sizes and helix wire installed in sizes 1 through 5" for maximum performance in tight bend applications. The material has a temperature rating of -40 degrees F to 210 degrees F. Full flow couplings are precision machined from high tensile strength stainless steel. All female couplings are brass. ¾" and 1" male and Victaulic couplings are brass.

### **PUMP COOLER and ENGINE COOLER VALVES**

An engine cooler and pump cooler valve shall be installed in the instrument panel. The valves shall be a 1/4" multi-turn valve installed thru the instrument panel and labeled.

### **MASTER PUMP DRAIN**

The pump shall be equipped with a Class 1 Master Pump drain to allow draining of the lower pump cavities, volute and selected water carrying lines and accessories. The drain shall have an all brass body with a stainless steel return spring.

### **U.L. TEST POINTS**

Two (2) U.L. test points shall be mounted on the pump panel for testing of the vacuum and pressures. The test points shall be a single piece with individual ports for suction and discharge.

### **VALVE CONTROLS**

Class 1 locking push pull controls shall be provided for valve actuation. The chrome plated zinc handles shall have a recessed area for 1" x 3" (2.54 x 12.70cm) identification tags. The controls shall be locked in any position.

### **DISCHARGE GAUGES**

Individual Class 1 2-½(6.35cm) line gauges for each 2" (5.08cm) or larger discharge shall be provided and mounted adjacent to the discharge valve control handle. The gauges shall indicate pressure from 0 to 400 PSI. The pressure gauge shall be fully filled with pulse and vibration dampening Interlube® to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be

# **STEELE FIRE APPARATUS**

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sealed from the water system using an isolating Sub Z diaphragm located in the stem. A colored bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage.

### **INDIVIDUAL DRAINS**

All 2" (5.08cm) or larger discharge outlets shall be equipped with a ¾" ball valve drain valve or larger.

### **WIRING HARNESS**

The Class 1 electrical wiring harness shall be manufactured using GXL wire as SAE-J1128 rated performance requirements. The electrical wiring harness shall be covered by a black split convoluted loom, rated at a minimum of 275° F. All terminals shall meet the minimum pull test as required by the manufacturers pull test and crimp measurement data. All splices shall be manufactured using the ultra sonic splice process. The harness shall be 100% connected to a Dynalab® circuit tester to insure continuity and correct assembly.

### **LEFT SIDE FRONT DISCHARGE**

One (1) 2-½" (6.35cm) discharge with a stainless steel valve shall be located on the left side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2-½" (6.35cm) outlet shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 2-½" (6.35cm) MNST threads. A chrome vented cap and chain shall also be supplied. The valve shall be controlled at the side panel with a push pull control. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near the control to indicate pressure. The discharge shall also come equipped with a quarter-turn ¾" drain valve. The discharge must be capable of flowing 700 GPM or greater.

### **LEFT SIDE REAR DISCHARGE**

One (1) 2-½" (6.35cm) discharge with a stainless steel valve shall be located on the left side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2-½" (6.35cm) outlet shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 2-½" (6.35cm) MNST threads. A chrome vented cap and chain shall also be supplied. The valve shall be controlled at the side panel with a push pull control. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near the control to indicate pressure. The discharge shall also come equipped with a quarter-turn ¾" drain valve. The discharge must be capable of flowing 700 GPM or greater.

### **LEFT SIDE AUXILLARY SUCTION**

One (1) 2-½" (6.35cm) intake with a stainless steel valve shall be located on the left side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The valve shall be controlled at the side pump panel with a swing handle. The valve shall come equipped with a chrome plug, chain, inlet strainer, 2-½" (6.35 cm) NST chrome inlet swivel and ¾" drain valve.

# **STEELE FIRE APPARATUS**

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### **RIGHT SIDE FRONT DISCHARGE**

One (1) 2-½" (6.35cm) discharge with a stainless steel valve shall be located on the right side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2-½" (6.35cm) outlet shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 2-½" (6.35cm) MNST threads. A chrome vented cap and chain shall also be supplied. The valve shall be controlled with a chrome-plated push/pull locking "T" handle mounted on the pump panel. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near the control to indicate pressure. The discharge shall also come equipped with a quarter-turn ¾" drain valve. The discharge must be capable of flowing 700 GPM or greater.

### **RIGHT SIDE REAR DISCHARGE**

One (1) 2-½" (6.35cm) discharge with a stainless steel valve shall be located on the right side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2-½" (6.35cm) outlet shall be equipped with an integral, stainless steel, 30-degree elbow terminating with 2-½" (6.35cm) MNST threads. A chrome vented cap and chain shall also be supplied. The valve shall be controlled with a chrome-plated push/pull locking "T" handle mounted on the pump panel. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near the control to indicate pressure. The discharge shall also come equipped with a quarter-turn ¾" drain valve. The discharge must be capable of flowing 700 GPM or greater.

### **RIGHT SIDE AUXILLARY SUCTION**

One (1) 2-½" (6.35cm) intake with a stainless steel valve shall be located on the right side panel. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The valve shall be controlled at the side pump panel with a swing handle. The valve shall come equipped with a chrome plug, chain, inlet strainer, 2-½" (6.35 cm) NST chrome inlet swivel and ¾" drain valve.

### **TANK FILL**

One (1) 2"(5.08cm) discharge with a stainless steel valve shall be plumbed to the tank. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 2"(5.08cm) valve outlet terminates with 2"(5.08cm) grooved connection. Valve shall be controlled at the side panel with a chrome-plated push/pull locking "T" handle mounted on the pump panel.

### **CROSSLAYS 1 ¾"**

One double crosslay shall be installed on apparatus. Each section of the crosslay shall hold 200' of 1-3/4" double jacket fire hose. A 1-1/2" mechanical swivel hose connector shall be used in each crosslay to provide access of hose in either direction. Each crosslay shall have one (1) 2" (5.08cm) stainless steel valve. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The

# **STEELE FIRE APPARATUS**

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2"(5.08cm) valve outlet terminates with 2"(5.08cm) grooved connection. The discharge shall be plumbed to the crosslay trays using 2" (5.08cm) schedule 10 stainless steel pipe. The pipe shall terminate in a stainless steel swivel with 1 ½" (3.81cm) NH thread. The swivel shall allow the hose to be pulled from either side of the apparatus. The pipe shall be held in place by a 2 piece stainless steel bracket. Each valve shall be controlled with a chrome-plated push/pull locking "T" handle mounted on the pump panel. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near each control to indicate pressure. Each discharge shall also come equipped with a quarter-turn ¾" drain valve. Each discharge shall be foam capable. Each discharge must be capable of flowing 180 GPM or greater.

### **JUMP LINE**

There will be a 1 ½" discharge with a stainless steel valve located on the discharge side of the pump for a Jump Line connection in the running board of the pump house. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures.

### **DECK GUN DISCHARGE**

One (1) 3" (7.62cm) discharge with a stainless steel valve shall be located on the top of the pump. The valve shall be a quarter turn ball type and fixed pivot design to allow easy operation at all pump pressures. The 3" (7.62cm) outlet shall be equipped with an integral, stainless steel flange terminating with 3" (7.62cm) Victaulic. The discharge shall be plumbed to the top of the module using 3" (7.62cm) schedule 10 stainless steel pipe. The pipe shall terminate in a 3" (7.62cm) MNPT thread. The pipe shall be held in place by a 2 piece stainless steel bracket. The valve shall be of the slow-close design so as not to allow the valve to open or close in less than 3 seconds. The valve shall be controlled with a chrome-plated push/pull locking "T" handle mounted on the pump panel. There shall be a Class 1 2 ½" pressure gauge mounted on the panel near the control to indicate pressure. The discharge shall also come equipped with a ¾" automatic drain valve. The discharge must be capable of flowing 1500 GPM or greater.

### **TANK TO PUMP**

One (1) 3" (7.62cm) stainless steel valve shall be installed between the water tank and the pump. The valve shall be a quarter turn ball type. The valve shall be controlled with a chrome-plated push/pull locking "T" handle mounted on the pump panel.

### **MASTER GAUGES**

Class 1 4-½(11.43cm) gauges shall be provided. The master discharge gauge shall indicate pressure from 0 to 600 PSI. The master intake gauge shall indicate pressure from -30hg to 600 PSI. The gauges shall be Interlube filled pressure gauges and handle pressures from 0 to 400 PSI. The pressure gauge shall be fully filled with pulse and vibration dampening Interlube® to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40 degrees F. To prevent internal freezing and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature material and be sealed from the water system using an insulating Sub Z diaphragm located in the stem.

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### **TOTAL PRESSURE GOVERNOR (TPG)**

Apparatus shall be equipped with a Class 1 "Total Pressure Governor" (TPG) that is connected to the Electronic Control Module (ECM) mounted on the engine. The "TPG" will operate as a pressure sensor (regulating) governor (PSG) utilizing the engine's J1939 datalink for optimal resolution and response provided that J1939 is supported by the engine manufacturer. If J-1939 engine control is not supported, then analog remote throttle control shall be provided by the TPG, subject to J1939 RPM data availability.

The TPG shall utilize control algorithms that minimize pressure spikes during low or erratic water supply situations and display operational status messages to the operator under certain circumstances. The TPG shall be backwards compatible to any engine that supplies J1939 RPM, Temperature and Oil Pressure information providing the ability to maintain consistent fleet fire-fighting capability.

TPG shall incorporate the ability to use either a 300 PSI or a 600 PSI transducer for best operation. PSG system diagnostics shall be built in and accessible by service technicians.

Programmable presets for RPM and Pressure settings shall be easily configurable. The TPG shall incorporate configurable parameters in the menu structure accessed through a diagnostic password.

The "TPG" shall also include indication of engine RPM, system voltage, engine oil pressure and engine temperature with audible alarm output for all. The "TPG" uses the J1939 data bus for engine information, requiring no additional sensors to be installed. The TPG shall use J1939 broadcast warnings for the alarm points as a standard.

### **ITL TANK LEVEL GAUGE**

The apparatus shall be equipped with a Class1 "Intelli-Tank" Tank Level Gauge for indicating water or foam level. The Tank Level Gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank.

Each tank level gauge system shall include:

- 1) A pressure transducer that is mounted on the outside of the tank in an easily accessible area. Sealed foam tanks will require zero pressure vacuum vents.
- 2) A super bright LED 4-light display with a visual indication at nine accurate levels.
- 3) A set of weather resistant connectors to connect to the digital display, to the pressure transducer and to the apparatus power.

### **ANODES**

The Fire Pump shall be equipped with replaceable anodes. The pump shall have one anode on each intake section and one anode on the discharge section of the Fire Pump.

### **PTO**

There will be a hot shift PTO installed to drive the pump.

### **TANK**

The tank will be a 3500 gallon poly tank made by Plas-Mac of Wellington Texas.

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The tank will have two storage compartments built inside one for a folding and one for two sections of 6" suction hose.

The compartments will be sealed up to keep out dirt and water.

The tank will have a location for a 10" Dump Valve located in the rear of the tank.

There will be two direct tank fills on the rear of the tank.

The tank will carry a limited lifetime warranty.

### **COMPARTMENTS FORWARD OF REAR WHEELS**

There will be two compartments under the body of the truck in front of the rear wheels.

These compartments will be built as large as possible to fit in the area allowed.

The compartments will be made using 1/8" steel plate and will be welded using the latest welding procedure.

The compartments will be formed with the fewest pieces as possible for the most strength.

There will be a 2" square tubing frame work for a solid base.

The floor of the compartments will be a sweep out design.

The compartments will have an automotive seam sealer used on all inside and outside seams to ensure that it is properly sealed.

The door of the compartments will be made of 3/16" smooth aluminum sheet with a 2" stainless steel piano style hinge with a 3/16" pin size the full length of the door.

This will give the strength needed for all service conditions and will be supported by the use of two gas struts with a pressure rating of 120#'s each.

The latch will be a chrome plated D-Ring slam latch with a single point striker installed in the center of the compartments.

The door will be sealed by the use of an automotive type sealer.

The compartments will have 24" LED light strips installed and controlled by a switch mounted in the compartment.

There will be a red led light installed in the cab of the truck to alert the driver when the door is ajar.

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It shall be sanded primed and painted with a single stage polyurethane paint made by PPG.

### **COMPARTMENTS BEHIND REAR WHEELS**

There will be two compartments under the body of the truck behind the rear wheels.

These compartments will be built as large as possible to fit in the area allowed.

The compartments will be made using 1/8" steel plate and will be welded using the latest welding procedure.

The compartments will be formed with the fewest pieces as possible for the most strength.

There will be a 2" square tubing frame work for a solid base.

The floor of the compartments will be a sweep out design.

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The door will be sealed by the use of an automotive type sealer.

The compartments will have 24" LED light strips installed and controlled by a switch mounted in the compartment.

There will be a red led light installed in the cab of the truck to alert the driver when the door is ajar.

It shall be sanded primed and painted with a single stage polyurethane paint made by PPG.

### **DUMP VALVE**

There will be an electric 10" Newton Dump Valve installed on the rear of the truck.

This valve will be made of stainless steel and will have a 180 degree swivel and extension that will allow the valve to reach either side of the truck.

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### **ELECTRICAL**

There will be a Code 3 21TR LED light bar installed on the cab of the truck.

We will install twelve (12) Code 3 37BZR red Prizm warning lights on the truck with four on the front bumper two facing forward and two to the side.

There will be two on each side of the body and four facing to the rear.

There will be a Carson 409 siren installed in the cab of the truck, along with a Carson 100 watt speaker on the front bumper.

A custom built console will be installed in the cab to hold all electronic equipment.

There will be three (3) scene lights installed on the truck one on each side of the body and one on the rear of the truck body.

There will be a Vehicle Data Recorder installed in the truck.

### **COMPARTMENT BEHIND THE CAB**

There will be a compartment installed behind the cab of the truck forward of the pump module with a slide out tool board.

This compartment will have a door on the driver's side of the body for access to the compartment.

### **PAINT/STRIPING**

We will sand blast the body and components prime and paint with a polyurethane paint made by PPG.

We will install a 4" wide reflective stripe on the cab and the body of the truck.

We will also install chevron striping on the rear of the body of Red and Limon/Yellow.

**STEELE FIRE APPARATUS**  
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**DELIVERY**

Delivery will be made approximately 210 days after receipt of the tank and equipment in our shop.

Terms of payment are NET ON DELIVERY, unless otherwise stated.

Due to the daily rise of cost in materials this proposal shall expire unless accepted within 25 days after the date set above. This expiration date may be extended, in writing, at the discretion of Steele Fire Apparatus.

**STEELE FIRE APPARATUS**

By:

Bill Steele

**STEELE FIRE APPARATUS**  
**806 NORTH FIRST STREET EAST**  
**HASKELL, TEXAS 79521**  
**1-800-687-7639**

Signatures: Bill Steele

Fire Chief or authorized Representative:

Bill Steele or authorized Representative:

*Bill Steele*

**1. PARTIES**

**LESSOR ("we", "us" or "our"):**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE ("you" or "your"):**

**QUAY COUNTY, NEW MEXICO**  
 300 S. 3RD ST. P. O. BOX 1246  
 TUCUMCARI, NM 88401

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNIT(s) Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY RENT This is due per period, as stated below in Section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 16).	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Application Survey)	DELIVERY DATE Enter date machine was delivered to you.
1 New 140M2 Caterpillar Motor Grader		\$2,274.90	\$131,250.00 (Cat Value Option)	1200	_____
1 New 140M2 Caterpillar Motor Grader		\$2,270.73	\$131,250.00 (Cat Value Option)	1200	_____

LOCATION OF UNITS: 300 S 3RD STREET  
 TUCUMCARI, NM 88401, QUAY

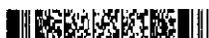
You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

You agree with us that the Option Purchase Price, if set forth above and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

The Application Survey ("Application Survey") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

**TERMS AND CONDITIONS**

- Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 84 months, unless earlier terminated or canceled as permitted herein.
- Rent** You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Application Survey (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other**
- third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**
- Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.
- Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. **WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED,**



ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

**7. Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

**8. Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Application Survey.

**9. Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Application Survey. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Application Survey; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

**10. Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) all amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid); (ii) the discounted present value of all unpaid future Rent for the Lost Units; and (iii) the discounted present value of the Lost Unit's Residual Value as determined by us. If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and infeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss

Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

**11. Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

**12. Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain comprehensive general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.

**13. Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

**14. Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that

such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), less a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

**15. Return of Unit** On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

**16. Purchase Option** At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "**AS IS, WHERE IS, WITH ALL FAULTS.**" Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period.

**17. Your Assurances and Representations** Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a

security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit (excluding any Additional Collateral) from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

**18. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, you and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be

binding as if manual signatures were personally delivered. You are hereby notified that we may assign our rights (but not our obligations) under this Lease and in the Units to CF Exchange, LLC, a qualified intermediary, as part of a 1031 exchange.

**19. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

**20. No Agency; Modification of Lease; Miscellaneous** No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including each Application Survey.

### SIGNATURES

LESSOR  
Caterpillar Financial Services Corporation  
Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

LESSEE  
QUAY COUNTY, NEW MEXICO  
Signature  \_\_\_\_\_  
Name (print) Brad Bryant  
Title Commission Chair  
Date 12/23/2013





**PARTIES**

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION  
2120 West End Avenue  
Nashville, TN 37203

LESSEE:

QUAY COUNTY, NEW MEXICO  
300 S. 3RD ST.  
P. O. BOX 1246  
TUCUMCARI  
NM 88401

Lessor and Lessee hereby agree to add the following provision to the Lease, and further acknowledge that all terms contained herein are to be defined according to the provisions of the Lease:

Lessee represents and warrants to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all rental payments during the term of the Lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to make rental payments for the full term of this Lease if funds are available therefor and in that regard Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Subsequent to a termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the Lease. In the event of such termination, Lessee agrees to return the Units to Lessor pursuant to Section 15 of this Lease, and Lessor shall have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease under the terms of this Addendum if any funds are appropriated to it, or for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

**SIGNATURES**

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LESSEE

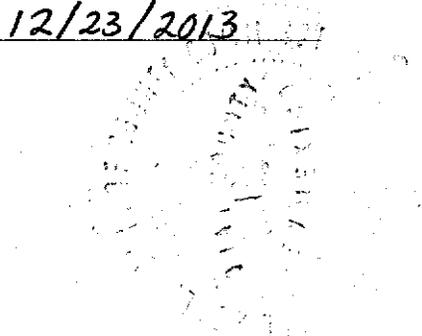
QUAY COUNTY, NEW MEXICO

Signature Brad Bryant

Name (print) Brad Bryant

Title Commission Chair

Date 12/23/2013





**Construction Equipment Application Survey**

Customer Name: QUAY COUNTY, NEW MEXICO Location: 300 S 3RD STREET, , TUCUMCARI, NM 88401  
Make: Caterpillar Model: 140M2 Quantity: 1 Serial Number: VIN #:  
Monthly Usage: 100.00 Current Hours: 0.00 Dealer: WAGNER EQUIPMENT CO. Dealer Location: ALBUQUERQUE, NM

**\*\*\*\* IMPORTANT INFORMATION \*\*\*\***

*RESIDUAL EXCEPTION REQUESTS must be submitted to Lessor for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; all mining applications. Any applications requiring unusual attachments, unit modifications or that involve non-traditional use of the unit. Any transaction with ten or more of one model.*

**MAJOR ATTACHMENTS:**

Cab Air Conditioning

**BLADES/BUCKETS/RIPPERS:**

Ripper

**MARKET CATEGORIES:**

Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development.

If "Severe" or "Other" description of actual application is required:

**MAXIMUM USAGE:**

The model listed and equipped as stated above will be operated an estimated total of **100.00 hours per month** over a term of **84 months** for total usage during the lease term of **8400.00 hours**. This total usage combined with any accumulated hours prior to the Lease inception date, as stated above under current hours, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

**Total Lease Hours 8400.00 + Current Hours 0.00 = Total Allowable Machine Hours 8400.00**

**OVERUSE CALCULATION:**

In addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be \$25.4 per hour.

**Please note: To avoid overuse charges, notify Lessor immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease may be adjusted to reflect the correct hour usage.**

**REMEDY FOR RETURN CONDITIONS:**

Lessee will be invoiced for the parts and labor based on your local Caterpillar dealer's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of the Unit Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge to Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

**SEE PAGE TWO FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.**



LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL UNIT INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE AT ANY TIME EVIDENCE DEMONSTRATES THAT THE UNIT(S) ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

**MANDATORY CONDITION OF EQUIPMENT UPON RETURN:**

Notwithstanding the provisions of: Sections 7 and 15 of the Tax Lease

Lessee agrees that each Unit, upon its return, shall:

**MAINTENANCE AND GENERAL REQUIREMENTS:**

- Give Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all Units to Lessor.
- Return the Units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of Units to a site designated by Lessor.
- Ensure the Units upon return are thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all Units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All Units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all Units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all Units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvement Programs (PIP's) must be complete before the Units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease Units upon request from the Lessor. Provide access to the Units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted Units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire Units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

**SPECIFIC TINWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

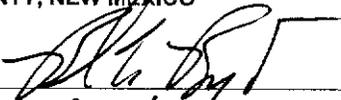
**SIGNATURES**

This Application Survey is considered to be an integral part of the Lease between Lessor and Lessee. The information obtained from this Application Survey will be of primary importance in the Lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Lessor.

SEE PAGE ONE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.

QUAY COUNTY, NEW MEXICO

LESSEE

Signature: 

Name (PRINT): Brad Bryant

Title: Commission Chair

Date: 12/23/2013

CFSC Reviewed by: \_\_\_\_\_





LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL UNIT INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE AT ANY TIME EVIDENCE DEMONSTRATES THAT THE UNIT(S) ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

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Notwithstanding the provisions of: Sections 7 and 15 of the Tax Lease

Lessee agrees that each Unit, upon its return, shall:

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- Give Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all Units to Lessor.
- Return the Units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of Units to a site designated by Lessor.
- Ensure the Units upon return are thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all Units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All Units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all Units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all Units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvement Programs (PIP's) must be complete before the Units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease Units upon request from the Lessor. Provide access to the Units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches must be accomplished in accordance with factory recommended materials and repair procedures.

**REMAINING LIFE REQUIREMENTS:**

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted Units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire Units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

**SPECIFIC TINWARE AND SAFETY REQUIREMENTS:**

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

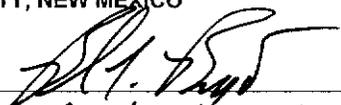
**SIGNATURES**

This Application Survey is considered to be an integral part of the Lease between Lessor and Lessee. The information obtained from this Application Survey will be of primary importance in the Lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Lessor.

SEE PAGE ONE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.

QUAY COUNTY, NEW MEXICO

LESSEE

Signature: 

Name (PRINT): Brad Bryant

Title: Commission Chair

Date: 12/23/2013

CFSC Reviewed by: \_\_\_\_\_

**CUSTOMER INFORMATION VERIFICATION**  
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: \_\_\_\_\_

Current Information on file	Please make corrections here
-----------------------------	------------------------------

Customer Name:	QUAY COUNTY, NEW MEXICO	
Physical Address:	300 S. 3RD ST. P. O. BOX 1246 TUCUMCARI, NM 88401	
Mailing Address:	300 S. 3RD ST. P. O. BOX 1246 TUCUMCARI, NM 88401	
Equipment Location:	300 S 3RD STREET TUCUMCARI, NM 88401, QUAY	
Business Phone:	(505)461-0510	
Fed. ID # or SS #:		
E-mail Address:		
Accounts Payable Contact Name and Phone:		
<b>Tax Information</b>		
Sales Tax Rate:	0	

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits                      **Asset outside the City Limits? Yes \_\_\_ No \_\_\_**

Tax Exemption Status:            **Please indicate if you are tax exempt.**  
 Exempt  
 Non-Exempt

**If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents - Not needed by CFSC if dealer ISC**

**The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.**

**\*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**  
 ALL CONTRACTS  
 THIS CONTRACT ONLY

**THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.**

Customer Initials

Data Privacy Notice:            *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



**QUAY COUNTY**  
**2013-2014**  
**RESOLUTION № 21**

**A RESOLUTION SUPPORTING THE APPLICATION BY THE  
STATE OF NEW MEXICO FOR FUNDING FROM THE  
NATIONAL CEMETERY ADMINISTRATION STATE  
CEMETERY GRANT PROGRAM FOR THE PLACEMENT OF  
VETERANS' CEMETERIES IN THE STATE OF NEW MEXICO  
AND FOR A VETERANS CEMETERY TO BE LOCATED IN  
THE CITY OF CLOVIS OR SURROUNDING AREA**

**WHEREAS**, Governor Martinez has proposed a new state veteran's cemetery program for the State of New Mexico; and,

**WHEREAS**, the Santa Fe National Cemetery will be full within the next fifteen years; and,

**WHEREAS**, approximately 78,000 New Mexico veterans live within 75 miles of existing facilities, and approximately 131,000 New Mexico veterans and eligible family members live outside the 75 mile standard; and

**WHEREAS**, the Clovis/Curry County regional eligible veteran population is between 8,000 to 12,000; and

**WHEREAS**, from Clovis, the average distance to drive to Santa Fe National Cemetery Clovis is approximately 215 driving miles and 3.5 hours driving time, and the average distance to drive to Fort Bliss or Fort Bayard is approximately 400 driving miles and six to seven hours driving time; and

**WHEREAS**, the City of Clovis supports the State of New Mexico's initiative to obtain funding for the construction of future Veterans' Cemeteries in the State of New Mexico; and

**WHEREAS**, the City of Clovis proposes to identify a piece of land within the City of Clovis or surrounding area for use as a Veterans' Cemetery in the Clovis area.

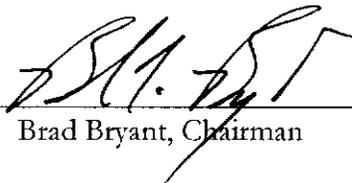
**WHEREFORE, BE IT RESOLVED** by the governing body of Quay County, the Board of County Commissioners, supports the application by the State of New Mexico to obtain funding for the placement of future Veterans' Cemeteries in the State of New Mexico.

**BE IT FURTHER RESOLVED** that the Quay County Board of Commissioners unanimously supports placing a future Veterans' Cemetery in the City of Clovis or surrounding area.

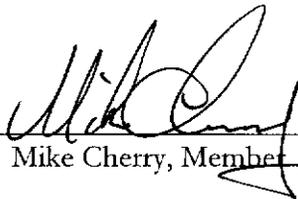
**UNANIMOUSLY PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of December, 2013.

**QUAY COUNTY, NEW MEXICO**

**BOARD OF COMMISSIONERS**

By:   
Brad Bryant, Chairman

By:   
Sue Dowell, Member

By:   
Mike Cherry, Member

(SEAL)

ATTEST:

By:   
Veronica Matez, Quay County Clerk