

## City of Cashmere

101 Woodring Street Cashmere, WA 98815 Ph (509) 782-3513 Fax (509) 782-2840 Website www.cityofcashmere.org

# CASHMERE CITY COUNCIL MEETING MONDAY, MARCH 13, 2017 6:00 P.M., CITY HALL

#### **AGENDA**

CALL TO ORDER

**FLAG SALUTE** 

**EXCUSED ABSENCE** 

**ANNOUNCEMENTS & INFORMATION** 

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### **APPROVAL OF AGENDA**

#### CONSENT AGENDA

- 1. Minutes of February 13, 2017 Regular Council Meeting
- 2. February 27, 2017 Regular Council Meeting was cancelled
- 3. Payroll and Claims Packet Dated February 27, 2017
- 4. Payroll and Claims Packet Dated March 13, 2017
- 5. Confirming appointment of Karen Hartman to the Cashmere Tree Committee

#### **BUSINESS ITEMS**

- 1. Craig Gyselinck Update on the Cascadia Conservation District
- 2. Tom Green 9/11 Memorial presentation
- 3. Agreement with WSDOT to paint stripe City streets
- 4. Purchase a 2015 Caterpillar Loader from WA State Contract #16904
- 5. Surplus Equipment

#### **PROGRESS REPORTS**

#### **ADJOURNMENT**

# MINUTES OF THE CASHMERE CITY COUNCIL MEETING MONDAY, FEBRUARY 13, 2017 AT CASHMERE CITY HALL

#### **OPENING**

Mayor Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

#### **ATTENDANCE**

Present

Not Present

Mayor:

Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Kameon Smith

Derrick Pratt

Staff:

Kay Jones, Clerk-Treasurer

Mark Botello, Dir. of Planning/Building

Chuck Zimmerman, City Attorney

#### FLAG SALUTE

#### **EXCUSED ABSENCE**

MOVED by Councilor Fletcher and seconded by Councilor Moore to excuse the absence of Councilor Pratt. Motion carried.

#### ANNOUNCEMENTS & INFORMATION

Mayor Gomes informed the Council that he and Mark met with representatives from Chelan County PUD regarding the study on water and wastewater regionalization.

#### PUBLIC COMMENT PERIOD

No comments from public.

#### APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve the agenda as submitted. Motion carried.

#### **CONSENT AGENDA**

Minutes of January 23, 2017 Regular Council Meeting Payroll and Claims Packet Dated February 13, 2017

Claims Check #37664 through #37710 totaling \$165,132.85 Payroll Check #37661 through #37663 totaling \$102,778.05

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the items on the consent agenda. Motion carried.

#### JOINT CITY COUNCIL AND PLANNING COMMISSION MEETING

Director Botello introduced the Planning Commissioners that were present; Chair Dave Hobbs, Vice Chair John Torrence, Dave Reinholz, Rick Shorett and Jared Novak. Dick Ryan and Chris Carlson were absent.

The Planning Commissioners completed several projects, which the City Council considered and adopted. The Commission's work schedule for 2016 included;

Review and update of Cashmere's Transportation Plan

City Council Minutes February 13, 2017 Page 2

- Review and approve two annexations; Hensley and Rankin
- Update Cashmere's official Zoning map to reflect annexations
- Review Cashmere School Urban Growth Area expansion
- Discussion of Airport Overlay District for the Cashmere Airport

The proposed 2017 Planning Commission work schedule includes;

- Review of Title 17 Zoning Code
- Review of Comprehensive Plan

Mayor Gomes thanked the Commissioners for all their hard work this past year.

#### CHIEF MATT BRUNNER - FIRE DEPARTMENT ANNUAL REPORT

Fire Chief Matt Brunner reported that the Cashmere Fire Department has 34 firefighters and 15 EMTs. The department's major event in 2016 was the fire at the Shell Station, which burned down. They answered 565 calls last year, which is a higher call volume than most of the other departments, including paid departments. The calls have greatly increased over the years. The majority of the calls are aid calls.

Chief Brunner thanked the City Council for their support. The Council budgeted \$40,000 for a newer ambulance, which they will be getting soon. In the past year they have purchased needed equipment such as a thermal imaging camera, a gas monitor, and they have updated the audio, video, and TV for training. They've started replacing hose and structure gear and will continue replacing as needed in 2017 to keep up with the ever-changing requirements. The radios will also need to be updated from narrow band to digital.

#### TOM GREEN - DISCUSSION ON PROPOSED PHASE II OF 9/11 MEMORIAL

Tom Green proposed the concept of a second phase of the 9/11 Memorial, which is a wall directly across the entrance street from the existing 9/11 Spirit of America Memorial. The wall would be approximately 6 feet high and 30 feet in length with the nearly 3000 names of those lost engraved or laser cut in metal or granite.

The City owns the existing memorial and the 9/11 Foundation is responsible for its operation and maintenance. The foundation proposes the same arrangement for the second phase.

Mr. Green stated that all the funds for the second phase would be raised through donations. The foundation is not requesting City funds they are requesting Council approval to use a portion of Riverside Park to construct the second phase. Their goal is to start construction in the spring of 2018 and dedicate the wall that fall on September  $11^{\rm th}$ .

Teri Weedman from the public spoke against the location of the proposed second phase. Mrs. Weedman stated that she does not reside in the City, but she owns and operates 2 businesses in Cashmere, one of which is Riverside Center where the 9/11 Memorial is located. Weedman stated that the memorial is wonderful and beautiful and the foundation's maintenance is meticulous. The problem is that it shouldn't have been constructed at an event center where there are large numbers of people and kids that have no respect for the memorial. Garbage and cigarette butts are thrown on the ground of the memorial and the kids use it as climbing equipment. Weedman opposes construction of the second phase in the park because the same problems will occur. She is requesting the council look for an alternate location.

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MOVED by Councilor Smith and seconded by Councilor Fletcher to table the item for more information and possible options. Motion carried with 3 voting in favor and Councilor Moore voting no. Motion carried.

Craig Hess, a resident of Leavenworth and a veteran stated that he's a big fan of the 9/11 Memorial. Whether the second phase happens or not he is encouraged to see a nonprofit organization and the City willing to have a discussion and work together.

# APPROVE THE SELECTION OF WEST COAST AMBULANCE & TRUCK FOR THE PURCHASE OF A 2008 AMBULANCE

The City requested quotes for a used 2004 or newer ambulance. The quote documents stated that the City reserved the right to award the bid for the ambulance that is in the best interest of the City of Cashmere at its discretion, rather than the lowest quote. The City received four quotes and after reviewing and comparing the vehicles staff's recommendation is to select West Coast Ambulance & Truck for the purchase of a 2008 ambulance for \$37,365 plus tax. The vehicle selected has a type 1 wheeled coach, LED lights, 0 miles on a new Ford motor and the quote met the requirement to deliver.

MOVED by Councilor Fletcher and seconded by Councilor Smith to approve staff's recommendation of West Coast Ambulance & Truck for the purchase of a 2008 ambulance for the bid price of \$37,365 plus tax. Motion carried.

#### RIVERSIDE CENTER LEASE AGREEMENT 2018-2022

The proposed five-year lease agreement included minor changes from the current agreement. Removing snow from the front entrance and sidewalks, maintaining planters and pruning of trees and shrubs were moved to Lessee responsibility since Lessee was currently performing those duties. It was agreed that city personnel was not able to perform the tasks in accordance to Lessee's timeline or standards.

The current monthly rent is \$2,500, which will increase \$50 in 2018, again in 2020 and 2022 in order to keep up with rising costs. Lessee has already signed the proposed agreement.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the Riverside Center Lease Agreement and authorize the Mayor to sign. Motion carried.

#### SELECTION OF GENERAL MUNICIPAL ENGINEERING SERVICES FOR 2017

City Staff advertised for Statements of Qualification's (SOQ's) for general municipal engineering services for 2017. The City received several statements that were reviewed and scored by the committee. RH2 Engineering received the highest score. The committee's recommendation was to select RH2 Engineering for general municipal engineering services.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the committee's recommendation to select RH2 Engineering for general municipal engineering services for 2017. Motion carried.

#### SELECTION OF GENERAL MUNICIPAL SURVEYING SERVICES FOR 2017

City Staff advertised for Statements of Qualification's (SOQ's) for general municipal surveying services for 2017. The City received several statements that were reviewed and scored by the committee. Fitzpatrick Surveying received the highest score. The committee's recommendation

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was to select Fitzpatrick Surveying for general municipal surveying services.

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the committee's recommendation to select Fitzpatrick Surveying for general municipal surveying services for 2017. Motion carried.

#### **PROGRESS REPORTS**

Director Botello introduced Craig Hess, a developer he's been working with on a 10-lot subdivision located just east of Riverside Park down by the river.

#### **ADJOURNMENT**

Mayor Gomes adjourned the meeting at 7:19 p.m.

	Jeff Gomes, Mayor	
Attest:		
Kay Jones, City Clerk-Treasurer		

# **Staff Summary**

Date:

March 13, 2017

To:

**Cashmere City Council** 

**Mayor Gomes** 

From:

Mark Botello

RE:

Karen Hartman Appointment to Cashmere's Tree Committee

Staff is asking Council to confirm appointment of Karen Hartman to Cashmere's Tree Committee. Karen previously worked as a reporter for the Cashmere record. With the addition of Karen to the Tree Committee; the Committee will have 7 members.

This Year Cashmere will be working on 30-years as Tree City USA.

#### 12.28.050 Tree committee – Appointment – Advisory function.

The mayor and city council may annually appoint a committee of not more than seven citizens to sit as members of the tree committee. The tree committee shall provide the mayor and the superintendent of utilities with advice and information as to the supervision, direction and control of the care, trimming, removal and relocation and placement of vegetation in the public streets and areas of the city. It is understood that the committee shall act in an advisory capacity only. (Ord.  $488 \ \S \ 3, 1975$ ).

# CITY OF CASHMERE 1/1/2017

<u>Position</u>	<u>Planning</u> <u>Commission</u>	<u>4 Yr.</u> <u>Term</u> <u>Expires</u>	<u>Tree Committee</u>	1 Yr. Term
#1	Dick Ryan P.O. Box 612 509-782-2270 (w) 509-679-1706 (Cell) rcryan44@msn.com	12/31/17	Ed Meyer, Chair 105 Chase Ave. 782-2571 669-2174 Edmeyer2017@gmail.com	<u>Expires</u> 12/31/17
#2	David Hobbs 206 Washington Street 509-264-3297 daveandcheri@live.com	12/31/19	Steve Crossland 103 Chase Ave 782-4418 (Work) steve@crosslandlaw.net	12/31/17
#3	Christopher Carlson 100 Pioneer Ave. 509-860-0099 Christopher Carlson@icloud.com	12/31/19	Anne McClendon 101 Valley Street. 509-670-7477 Cashmere, WA 98815 Anne4361@gmail.com	<u>12/31/17</u>
#4	Rick Shorett P.O. Box 655 Cashmere, WA. 98815 Cell: 509-860-2778 shorettr@gmail.com	12/31/19	Jan Evans 910 Pioneer Ave 509-630-5476 evansart24@gmail.com	12/31/17
#5	Jared Novak 303 Garden Circle 509-393-5504 ROCGC@LIVE.COM	12/31/17	Mareen Stoffel 319 Olive St. 509-782-1741 mareenstoffel@yahoo.com	12/31/17
#6	John Torrence 6377 Kimber Rd. 782-0110 (H) 679-4838 (C) johnt@torrence-eng.com	12/31/17	David Hobbs 206 Washington St. 509-264-3297 daveandcheri@live.com	12/31/17
#7	David Reinholz 250 Kennedy Road. 360-821-9340 djreinholz@gmail.com	12/31/17	Karen Hartman 5076 Shadow Mtn. Rd. Cashmere, WA. 98815 buffalowallow7@yahoo.com 699-8733 (C), 470-7575 (H)	12/31/17



Roger Millar
Secretary of
Transportation

February 27, 2017

North Central Region 1551 North Wenatchee Avenue Wenatchee, WA 98801-1156 509-667-3000 / FAX: 509-667-2940

TTY: 1-800-833-6388 www.wsdot.wa.gov

Mr. Mark Botello Director of Planning & Building City of Cashmere 101 Woodring Street Cashmere, WA 98815-1034

Dear Mr. Botello:

In response to your request for the State to paint certain City streets, I have attached duplicate originals of Maintenance Agreement number JB3053 which will allow the State to perform the requested work.

Please **sign and return both original agreements** to me. Upon receipt, I will pursue Regional signature and will return one (1) fully executed original to you for your records.

The striping crew supervisor will contact you prior to the actual paint striping. The City will be responsible for cleaning the streets prior to the striping operation. You may contact Tim Davison at (509) 667-3085 should you have any questions.

Sincerely,

Greg Boatright

Assistant Local Programs Engineer

GB:gb

Attachment: Agreement (2 Originals)

Cc: Lisa Popoff

Tim Davison Beau Strutzel



## Maintenance Agreement

Work by WSDOT
for Other State, Federal,
and Local Governmental
Agencies
(Total Cost of Agreement
May Not Exceed \$50,000 Per
Year)

Agency and Billing Address

CITY OF CASHMERE

101 Woodring Street Cashmere, WA 98815-1034

Contact Name/Phone # Mark Botello / (509) 782-3513

Agreement Number

JB3053

Federal Tax ID # 916001408 L

**Estimated** Costs

\$4,200

Description of Work

Paint stripe City streets per the attached Exhibit "A" and the MUTCD.

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the WSDOT has agreed to perform certain work as described above,

NOW THEREFORE, pursuant to chapter 39.34 RCW, IT IS HEREBY AGREED AS FOLLOWS:

#### 1. GENERAL

- 1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the AGENCY.
- 1.2 The AGENCY agrees, in consideration of the faithful performance of the above described work to be done by the WSDOT, to reimburse the WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

#### 2. PAYMENT

2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.

- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.
- 2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

#### 3. INCREASE IN COST

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the AGENCY of increased costs as they become known.

#### 4. RIGHT OF ENTRY

4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

# 5. TERMINATION CLAUSE (Check the Appropriate Box Below)

- 5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the AGENCY for work completed by the WSDOT as of the effective date of termination.
- 5.2 This Agreement will terminate upon completion of the work described herein.

#### 6. DISPUTES AND VENUE

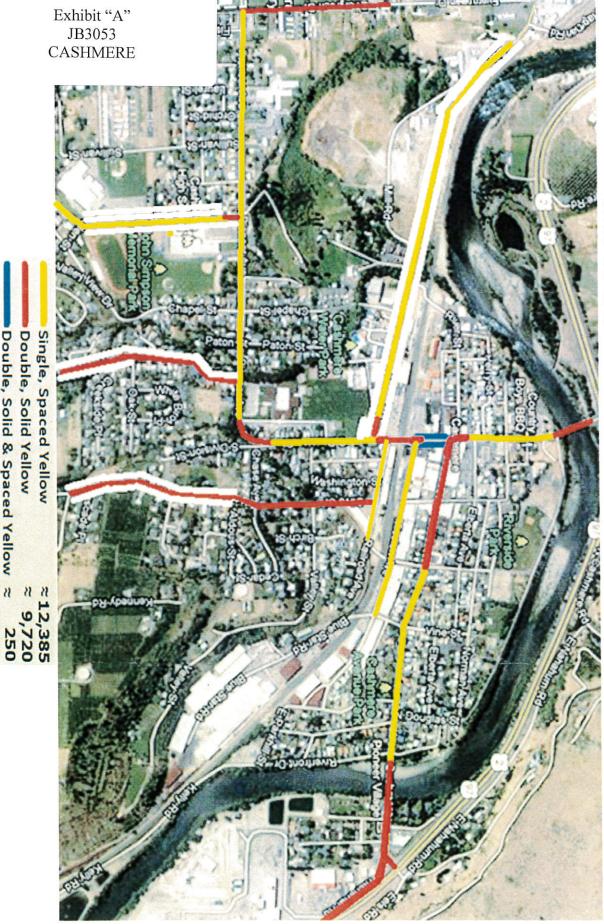
6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the AGENCY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

#### 7. MODIFICATION

7.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

REQUESTING AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	Ву:
Printed:	Printed:
Title:	Title:
Date:	Date:



Double, Solid & Spaced Yellow

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# CITY OF CASHMERE 2017 STREET STRIPING PLAN

# **Staff Summary**

Date: March 13, 2017

To: Cashmere City Council

**Mayor Gomes** 

From: Mark Botello

RE: Purchase a 2015 Caterpillar Loader from WA State Contract #

16904

Please see attached purchase order from NC Machinery of Wenatchee for the purchase of a 2015 Caterpillar 926M from an active state wheel loader bid contract 16904 WSDOT specifications. The total purchase price (tax included) is \$172,356.11.

Pursuant to RCW 39.34-Interlocal Cooperative Act, the City has a signed Master Contracts Usage Agreement on file with the State for cooperative purchasing through active State contracts, which allows for the purchase of this loader.

This is a budgeted item and the City budgeted \$175,000 for this purchase. Staff will go over this more in detail at the Council meeting.

#### **RECOMMENDATION:**

Staff recommends purchase of 2015 Caterpillar loader from NC Machinery from State bid contract # 16904 in the amount of \$172,356.11.



#### Purchaser's Order

DATE

Quote No.

Feb 24, 2017 182284

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SIGNATURE

#### ADDITIONAL TERMS AND CONDITIONS

- 1. Terms of Payment: Purchaser agrees to pay the balance shown together with any applicable sales, use and similar taxes and governmental charges that are not included within the balance and that are payable by reason of the sale of the Equipment.

  All payments shall be made to such address as Seller from time to time provides to Purchaser. If any amount of the Unpaid Balance is not paid when due, Purchaser agrees to pay Seller a charge calculated thereon at the rate of 1.25% per month from the date when the delinquent amount was due, or, at Seller's option, a charge equal to 5% of the delinquent amount, provided that the charge shall not exceed the amount the Purchaser can legally obligate itself to pay and Seller can legally collect.
- 2. Additional Terms and Conditions: This Order is subject to ADDITIONAL TERMS and CONDITIONS including but not limited to DISCLAIMER AND RELEASE AND EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, all of which Purchaser has read and understands and agrees to. The terms and conditions on all pages of this Order, together with any agreements entered into pursuant to Paragraph 4, constitute the entire agreement of Seller and Purchaser with respect to the subject matter of this Order. Purchaser acknowledges that all of such terms and conditions, including but not limited to such LIMITED WARRANTY AND DISCLAIMER and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, were freely negotiated and bargained for with Seller and that Purchaser has agreed to purchase the Equipment subject to these terms and conditions. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON PURCHASER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OF CONDITIONS WHICH MAY APPEAR IN ANY COMMUNICATION FROM PURCHASER, INCLUDING BUT NOT LIMITED TO ANY SEPARATE DOCUMENT SUBMITTED BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE EQUIPMENT, ARE HEREBY OBJECTED TO AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY SELLER'S SALES/BRANCH MANAGER AND APPROVED IN WRITING BY SELLER'S CREDIT DEPARTMENT.
- 3. LKE/RENTAL SALE: YES or NO: (circle one)
- 4. ADDITIONAL DOCUMENTS:If any portion of the Unpaid Balance is to be paid following delivery of the Equipment. Purchaser agrees to execute and deliver to Seller such security agreements, financing statements, and other documents as Seller may request from time to time in order to permit Seller to obtain and maintain a perfected security interest in the Equipment on Terms and Conditions acceptable to Seller.
- 5. ACCEPTANCE; MODIFICATION: This Order shall be binding on Seller only when it has been both accepted in writing on behalf of Seller by Seller's Sales / Branch Manager and if the Seller is extending credit to the Purchaser or arranging for credit for the Purchaser, approved in writing by Seller's Credit Department. No modifications of the Terms and Conditions of this Order shall be effective or binding upon Seller unless it is in writing and executed by both Seller's Sales / Branch Manger and by Seller's Credit Department. The Terms and Conditions of this Order shall not be modified or otherwise affected by statements and actions of sales people or others unless and until there is such a written modification.
- **6. SECURITY INTEREST:** In order to secure the payment of the Unpaid Balance. Purchaser grants to Seller a purchase money security interest in the Equipment. This security interest shall be superseded if Purchaser and Seller enter into a separate security agreement covering the Equipment.
- 7. DELIVERY, INSPECTION, and ACCEPTANCE: The Equipment is sold F.O.B., the F.O.B. location shown on (Page 1) of this Order. Any delivery or shipping dates indicated on (Page 1) are estimated and approximate, and Seller shall not be liable for any delay in delivery, however occasioned. Seller may deliver the Equipment in installments as the equipment becomes available. Title and risk of loss shall pass to Purchaser upon delivery. Delivery of the Equipment to Purchaser shall take place when physical possession of the Equipment is given to Purchaser or to a carrier, or when the Seller receives directions from Purchaser to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Seller's authorized to execute in Purchaser's name and carrier's standard bill of lading for the Equipment. Without being required to do so, Seller may, on behalf of Purchaser, advance the cost of shipping and/or insurance for the Equipment. To the extent not separately included in calculating the Unpaid Balance, Purchaser agrees to immediately reimburse Seller on demand for such cost. Purchaser agrees to inspect each item of Equipment, at it's sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Seller within (10) days following receipt, of any claimed discrepancy between the item as described on (Page 1) and the item as received by Purchaser. Any claim for shortages, delays, or damages occurring after Seller has delivered the Equipment to a carrier shall be made directly to the carrier, and Seller shall have no liability with respect thereto.
- 8. PERFORMANCE EXCUSED: Seller shall not be liable for Seller's inability to perform any or all of it's obligations hereunder due to causes beyond Seller's control, including but not limited to acts of God, acts of omissions of Purchaser, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, delays in transportation, late delivery by Seller's suppliers, fuel or other energy shortages, or the inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. If any such cause results in a delay in performance by Seller, the dates of the performance shall be extended for a period equal to the time lost by reason of the delay, and such extension shall be purchaser's exclusive remedy.
- 9. NEW and USED EQUIPMENT: The term "New Equipment" means any items of Equipment that are registered or registerable as new equipment for the purposes of the warranty provided by the manufacturer thereof. All other items of Equipment are "Used Equipment". Seller does not represent or warrant that items of New Equipment are unused or newly manufactured or that they are the most current models available from the manufacturer thereof.
- 10.LIMITED WARRANTY and DISCLAIMER: Each item of New Equipment is entitled to the benefits of such warranties as are made in writing by the manufacturer thereof, as set forth on the manufacturer's warranty form in effect at the time this order is accepted by Seller. If it is expressly noted on (Page 1) of this Order that there is a separate warranty of Seller that applies to one or more specified item or items of New or Used Equipment, such item or items are entitled to the benefits of such warranty as set forth on Seller's warranty form for such warranty in effect at the time this Order is accepted by Seller, subject to any disclaimers of warranties and limitations of remedies set forth in such form, as well as to the disclaimers of warranties and limitations of remedies set forth below. Purchaser acknowledges receipt of the manufacturers' and, if applicable, Seller's current warranty forms for the items of Equipment purchased under this Order. EXCEPT FOR A WARRANTY OF TITLE BY SELLER, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITEMS OF USED EQUIPMENT, AND PURCHASER AGREES THAT IT HAS PURCHASED ALL SUCH ITEMS "AS IS" WITH ALL FAULTS AND DEFECTS.
- 11.WARRANTY PROCEDURES: Purchaser shall promptly notify Seller of any claim under any special warranty (such notice to be in addition to compliance with the procedural requirements of the warranty) and to make the affected item of Equipment available for inspection by Seller. Any replacements or repairs to be made by Seller as a warranty representative of the manufacturer shall be made at a repair and service facility of Seller or it's designee during regular business hours, the cost of the transportation of the Equipment to and from the service facility of Seller or its designee and the cost of the Seller's personnel traveling to and from the location of the Equipment and related cost shall be borne solely by Purchaser. The failure of any item of Equipment purchased hereunder to fulfill any applicable warranties shall not affect the liability of Purchaser to Seller for the purchase price of that item or any other obligation of Purchaser to Seller.
- 12. DISCLAIMER and RELEASE: THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR DEFECTIVE ITEMS OF NEW EQUIPMENT SHALL BE AS PROVIDED IN THE MANUFACTURER'S WARRANTY, ANY OTHER RIGHTS PROVIDED BY LAW AGAINST THE MANUFACTURER, AND ANY APPLICABLE SELLER'S WARRANTY REFERRED TO IN PARAGRAPH 10 EXCEPT FOR ITS OBLIGATION TO DELIVER THE EQUIPMENT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF THIS ORDER, SELLER SHALL HAVE NO OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEM PURCHASED HEREUNDER, INCLUDING BUT NOT LIMITED TO; (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY EQUIPMENT.
- 13. EXCLUSION of CONSEQUENTIAL and OTHER DAMAGES: SELLER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLEGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COST INCURRED BY PURCHASER AT ITS PLANT OR IN THE FIELD (WHETHER BY WAY OF CORRECTION OR OTHERWISE), CLAIMS BY PURCHASER, PURCHASER'S CUSTOMERS, OR OTHER THIRD PARTIES FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

- 14. PURCHASER'S RESPONSIBILITIES: Except to the extent provided in the express warranties under paragraph 10, Purchaser agrees that, even though it may receive technical information, drawings, or advice from Seller, Purchaser will have sole responsibility (a) for the safety, operation, and performance of the Equipment, (b) for it's suitability for Purchaser's intended use, and (c) where the Equipment is to be used as part of a power, propulsion, or other system, for the installation of the Equipment, the design and performance of such systems, and the adequacy of such system for the particular needs of the Purchaser or any customer of Purchaser.
- 15. PURCHASER'S INDEMNITY: PURCHASER SHALL INDEMNIFY, DEFEND, AND SAVE SELLER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND CIVIL PENALTIES, INCLUDING COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) INCIDENT THERETO OR INCIDENT TO SUCCESSFULLY ESTABLISHING THE RIGHT TO INDEMNIFICATION, FOR INJURY TO OR DEATH OF ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF PURCHASER, OR FOR LOSS OF, OR DAMAGE TO ANY PROPERTY, INCLUDING EQUIPMENT, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE POSSESSION, USE, MAINTENANCE, OR OPERATION OF THIS EQUIPMENT, WHETHER OR NOT ARISING IN TORT OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SELLER, WHETHER ACTIVE, PASSIVE, OR IMPUTED. TO THE EXTENT OF THIS INDEMNITY, PURCHASER HEREBY WAIVES ANY IMMUNITY PROVIDED BY TITLE 51 REVISED CODE OF WASHINGTON OR ANY OTHER INDUSTRIAL INSURANCE LAW OR WORKERS COMPENSATION STATUTE. IF THIS INDEMNITY IS LIMITED IN SCOPE BY OPERATION OF LAW THEN IT SHALL EXTEND TO THE FULL EXTENT ALLOWED BY SUCH LAW.
- 16. INSURANCE: Purchaser is solely responsible for any loss or damage that occurs to any item or items of Equipment after delivery to Purchaser, and to such loss or damage shall diminish any obligation of Purchaser to Seller hereunder. At all times following delivery, Purchaser agrees to maintain one or more polices insuring the Equipment, in an amount not less than the full amount of the Unpaid Balance from time to time remaining unpaid against all hazards generally covered by extended coverage hazard insurance and against any other hazards required by Seller. Each such policy shall name Seller as an additional insured and loss payee and shall provide that no cancellation or material changes to the policy will be effective as to Seller unless Seller has been given written notice at least thirty (30) days prior to the effective date thereof. Purchaser agrees, if Seller request, to deliver to Seller copies of all such policies or certificates of the insurers evidencing such coverage.
- 17. DEFAULT: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.
- 18. NON-WAIVER: No term or condition of this Order shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the party claimed to have waived or executed. Any such waiver in a particular instance shall not constitute a waiver of future compliance with such term condition.
- 19. NOTICES: If Purchaser fails to pay when due any amount owing to Seller, or to perform any other obligation to Seller hereunder or otherwise, or if Purchaser becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Purchaser any proceeding under any bankruptcy, insolvency, or similar law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any Purchaser's property, or if the Seller reasonably believes that Purchaser is unable to meet its debts as they mature, then, in addition to any other rights and remedies that Seller may have, Seller may, upon notice to Purchaser at any time, declare the entire Unpaid Balance immediately due and payable, require progress payments for the Equipment, require payment for the Equipment in cash upon delivery, apply amounts held for Purchaser's account hereunder or otherwise to the Unpaid Balance or to any other obligations of Purchaser to Seller, or terminate all of Seller's obligations under this Order.
- 20. ASSIGNMENT: This Order may not be assigned or otherwise transferred by Purchaser in whole or in part without Seller's prior written consent. Subject to this limitation on assignment and transfer, the terms and condition of this Order shall bind and benefit the parties and their respective successors and assigns.
- 21. SEVERABILITY: Should any provision of this Order be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the remaining provisions shall not be affected or impaired thereby except to the extent reasonably necessary to preserve the intent of the parties.
- 22. MERGER; NO CREDIT AGREEMENT: The terms and conditions of this Order merge and supersede all prior and contemporaneous agreements and negotiations regarding the subject matter hereof, except for any agreements entered into pursuant to Paragraph 4 above. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.
- 23. ATTORNEYS' FEES; APPLICABLE LAW: In any suit or action arising out of this Order, the losing party shall pay to the prevailing party its reasonable attorneys' fees and all other cost, fees, and expenses incurred by the prevailing party at trial and upon appeal: This Order shall be governed by and construed in accordance with the laws of the State of Washington.
- 24. INVALIDITY: Each provision of this shall be considered separable, and if for any reason any provision herein is determined to be invalid, such invalidity shall not impair or otherwise affect the validity of the other provisions of this agreement. If any provision is deemed to be invalid, it shall be modified, if possible to the extent necessary to remove such invalidity.
- 25. LKE ASSIGNMENT: PURCHASER IS HEREBY NOTIFIED THAT SELLER HAS ASSIGNED TO "HGI EXCHANGE LLC" ACTING SOLEY IN IT'S CAPACITY AS SELLER'S QUALIFIED INTERMEDIARY, RIGHTS TO ACCEPT AND RECEIVE ALL CONSIDERATION PAYABLE BY PURCHASER (INCLUDING ALL MONEY AND ANY TRADE-IN), BUT NONE OF SELLER'S OBLIGATIONS IN THIS SALE WITH RESPECT TO THE PURCHASE OF QUALIFIED LKE/RENTAL EQUIPMENT FOR THE PURPOSES OF COMPLETING A LIKE-KIND EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED
- 26. Telematics Disclaimer: In the event this machine is equipped with "Product Link" or other systems for the transfer of equipment health and diagnostic information ("Telematics Systems"), Purchaser understands that data concerning this machine, its condition, and its operation is being transmitted by "Product Link" or by other, similar Telematics Systems, to Caterpillar Inc. or the manufacturer of your equipment, and/or their affiliates, subsidiaries and dealers. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. For more information about the information collected in connection with "Product Link," and how this information is used and shared, please see the Caterpillar Telematics Data Privacy Statement, available at http://www.cat.com/en\_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement. html. For more information regarding the information collected in connection with Telematics Systems used on other manufacturers' equipment, and how this information is used and shared, please see the data privacy statement issued by the manufacturer. By using any machine equipped with "Product Link" or other Telematics Systems, you consent to the collection, use and disclosure of information as described in the applicable privacy statement and to the processing, transfer and storage of information in and to the United States and other countries, where you may not have the same rights and protections as you do under local law. PURCHASER RELEASES AND FOREVER DISCHARGES SELLER FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM THE COLLECTION, USE AND DISCLOSURE OF TELEMATICS SYSTEMS' DATA VIA PRODUCT LINK OR OTHER TELEMATICS SYSTEM.

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# Cat<sup>®</sup> 926M

WHEEL LOADER

#### M Series - Making Your Choice Easy:

- Enjoy All Day Comfort Have a seat in the new M Series Small Wheel Loader and enjoy automatic temperature control, class leading sound levels, excellent all around visibility and low-effort joystick controls that move with you on a fully adjustable seat suspension. A large spacious operator environment combined with Caterpillar's exclusive hydraulic cylinder damping and smooth predictable controls make this the most comfortable seat on your job site.
- Work Made Easy Move more with Caterpillar's patented quick loading Performance Series buckets and optimized Z-bar linkage that combines the digging efficiency of a traditional Z-bar with tool carrier capabilities. The parallel lift and high tilt forces throughout the working range allow you to safely and confidently handle loads with precise control.
  - Multi-function work has never been easier with dedicated pumps for each system and a flow sharing implement valve governed by an intelligent power management system. Simultaneously lift, steer and drive without compromise. The M Series Small Wheel Loader simply does what you ask it to do.
- Efficiently Powerful Experience hybrid like fuel efficiency with an intelligent hydrostatic power train and industry leading fuel savings through a lower maximum engine speed of just 1,600 rpm in Standard Mode. Power when you need it with Caterpillar's exclusive Power-by-Range technology that increases power in Range 4 for improved speed on grade. For your toughest and most demanding applications a new Performance Mode will allow you to boost the power and hydraulic speed in all ranges to get the job done even quicker. Meets U.S. EPA Tier 4 Final/EU Stage IV emission standards with a Cat® C7.1 ACERT™ engine that is designed to manage itself so you can concentrate on your work.
- Customize Your Experience Meet your application requirements and individual preferences with Caterpillar's industry first Hystat<sup>™</sup> Operator Modes featuring four unique power train settings. Select classic Torque Converter for smooth rollout, conventional Hystat for aggressive engine braking, an Ice Mode that maximizes your control on slippery underfoot, or default mode which blends the best of Hystat and Torque Converter characteristics. Fine tune machine performance with adjustments at your fingertips through the soft touch buttons and optional secondary display. Quickly set hydraulic response along with linkage kick-out positions, maximum wheel torque, and peak ground speed to efficiently perform a multitude of tasks.

#### **Specifications**

Engine				
Engine Model	Cat C7.1	ACERT		
Power Mode	Standard Mode	i	Performa Mode	ance
Speed Range	Range 1-	·3*	Range 1-	4
Maximum Gross Power				
Maximum Engine Speed	1,600 rpn	n	1,800 rpn	n
ISO 14396	109 kW	146 hp	114 kW	153 hp
ISO 14396 (DIN)	109 kW	148 hp	114 kW	155 hp
Rated Net Power	1,600 rpn	n	1,800 rpr	n
SAE J1349	105 kW	141 hp	110 kW	148 hp
SAE J1349 at				
Maximum Fan Speed	95 kW	127 hp	100 kW	134 hp
ISO 9249 (DIN)	106 kW	144 hp	111 kW	151 hp

#### **Engine (continued)**

	Standard Mode	d	Performa Mode	ance
Maximum Gross Torque				
ISO 14396	721 N·m	531 lbf-ft	721 N·m	531 lbf-ft
Maximum Net Torque				
SAE J1349	694 N·m	511 lbf-ft	694 N·m	511 lbf-ft
ISO 9249 (1977)/EEC 80/1269	702 N·m	517 lbf-ft	702 N·m	517 lbf-ft
Displacement	7.01 L	427 in <sup>3</sup>	7.01 L	427 in <sup>3</sup>

- · Engine meets Tier 4 Final/Stage IV emission standards.
- Net power shown is the power available at the flywheel when the engine is equipped with alternator, air cleaner and diesel exhaust filter.
- \*Range 4 power is boosted to be the same as Performance Mode.



#### 926M Wheel Loader

Buckets		
Bucket Capacities – General Purpose	1.9-2.5 m <sup>3</sup>	2.5-3.2 yd <sup>3</sup>
Bucket Capacities – Light Material	3.1-5.0 m <sup>3</sup>	4.0-6.5 yd <sup>3</sup>
Steering		
Steering Articulation Angle (each direction)	40°	
Maximum Flow – Steering Pump	130 L/min	34 gal/min
Maximum Working Pressure – Steering Pump	24 130 kPa	3,500 psi
Maximum Steering Torque:		
0 degrees (straight machine)	50 375 N·m	37,155 lbf-ft
40 degrees (full turn)	37 620 N·m	27,747 lbf-ft
Steering Cycle Times (full left to full right):		
At 1,800 rpm: 90 rpm		
steering wheel speed	2.4 seconds	
Number of Steering Wheel Turns – full left to full right or full right to full left	3.5 turns	

Loader Hydraulic System
Maximum Flow - Implement Pump

3rd Function Maximum Flow*	150 L/min	40 gal/min
4th Function Maximum Flow*	150 L/min	40 gal/min
Maximum Working Pressure – Implement Pump	26 000 kPa	3,771 psi
and the second s	Production of the Control	
Relief Pressure – Tilt Cylinder	28 000 kPa	4,061 psi
3rd Function Maximum Working Pressure	26 000 kPa	3,771 psi
4th Function Maximum Working Pressure	26 000 kPa	3,771 psi
700 10 000 000 01 N200		201 12
Hydraulic Cycle Times:	Standard Mode at 1,600 rpm	Performance Mode at 1,800 rpm
Hydraulic Cycle Times:  Raise (ground level to maximum lift)	Mode	Mode
	Mode at 1,600 rpm	Mode at 1,800 rpm
Raise (ground level to maximum lift)	Mode at 1,600 rpm 6.2 seconds	Mode at 1,800 rpm 5.5 seconds
Raise (ground level to maximum lift) Dump (at maximum lift height)	Mode at 1,600 rpm 6.2 seconds 1.7 seconds	Mode at 1,800 rpm 5.5 seconds 1.5 seconds 2.6 seconds

150 L/min

40 gal/min

#### Service Refill Canacities

Fuel Tank	195 L	51.5 gal
Cooling System	30 L	7.9 gal
Engine Crankcase	20 L	5.3 gal
Transmission (gearbox)	8.5 L	2.2 gal
Axles:		
Front	21 L	5.5 gal
Rear	21 L	5.5 gal
Hydraulic System (including tank)	160 L	42.3 gal
Hydraulic Tank	90 L	23.8 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal

<sup>·</sup> DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

#### **Transmission**

Forward and Reverse:		
Range 1*	1-13 km/h	0.6-8 mph
Range 2	13 km/h	8 mph
Range 3	27 km/h	17 mph
Range 4	40 km/h	25 mph

<sup>\*</sup>Creeper control allows maximum speed range adjustability from 1 km/h (0.6 mph) to 13 km/h (8 mph) in Range 1 through the secondary display, when equipped. Factory default is 7 km/h (4.4 mph).

#### Tires

Standard Size	20.5 R25, radial (L-3)	
Other Choices Include:	20.5 R25, radial (L-2)	17.5 R25, radial (L-2)
	20.5 R25, radial (L-5)	17.5 R25, radial (L-3)
	20.5-25 12PR (L-2)	17.5 R25, radial (L-5)
	20.5-25 12PR (L-3)	550/65 R25 radial (L-3)
	20.5-25 16PR (L-5)	Skidder/Agriculture
	Flexports Gen II	Sample Service Contraction Con

- · Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- · Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

#### Cab

ROPS	SAE J1040 MAY94, ISO 3471-1994	
FOPS	SAE J/ISO 3449 APR98, Level II,	
	ISO 3449 1992 Level II	

- · Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.
- · The declared dynamic operator sound pressure levels per ISO 6396:2008\*, when properly installed and maintained, are:

  — Standard cab: 68 ±3 dB(A)
- Deluxe cab: 66 ±2 dB(A)

#### Axles

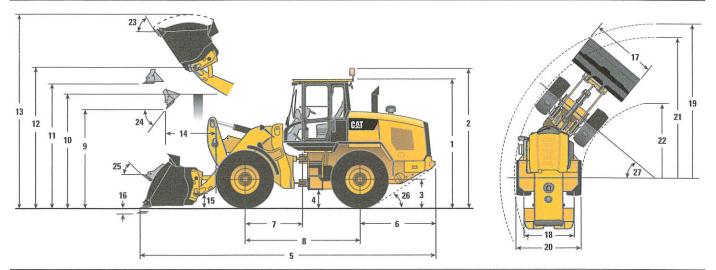
Front	Fixed
	Locking differential (standard)
Rear	Oscillating ±11 degrees
	Open differential (standard)
	Limited slip differential (optional)

<sup>\*</sup>Adjustable from 20% to 100% of maximum flow through the secondary display, when equipped.

<sup>\*</sup>The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

### 926M Wheel Loader

#### Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



		Standa	Standard Lift		High Lift	
** 1	Height: Ground to Cab	3340 mm	(10'11")	3340 mm	(10'11")	
** 2	Height: Ground to Beacon	3669 mm	(12'0")	3669 mm	(12'0")	
** 3	Height: Ground Axle Center	685 mm	(2'2")	685 mm	(2'2")	
** 4	Height: Ground Clearance	397 mm	(1'3")	397 mm	(1'3")	
* 5	Length: Overall	7451 mm	(24'5")	8093 mm	(26'6")	
6	Length: Rear Axle to Bumper	1986 mm	(6'6")	1986 mm	(6'6")	
7	Length: Hitch to Front Axle	1500 mm	(4'11")	1500 mm	(4'11")	
8	Length: Wheel Base	3000 mm	(9'10")	3000 mm	(9'10")	
* 9	Clearance: Bucket at 45 degrees	2885 mm	(9'5")	3378 mm	(11'0")	
** 10	Clearance: Loadover Height	3330 mm	(10'11")	3550 mm	(11'7")	
** 11	Clearance: Level Bucket	3580 mm	(11'8")	4073 mm	(13'4")	
** 12	Height: Bucket Pin	3907 mm	(12'9")	4400 mm	(14'5")	
** 13	Height: Overall	5076 mm	(16'7")	5569 mm	(18'3")	
* 14	Reach: Bucket at 45 degrees	1024 mm	(3'4")	1261 mm	(4'1")	
15	Carry Height: Bucket Pin	458 mm	(1'6")	649 mm	(2'1")	
** 16	Dig Depth	100 mm	(3.9")	135 mm	(5.3")	
17	Width: Bucket	2550 mm	(8'4")	2550 mm	(8'4")	
18	Width: Tread Center	1930 mm	(6'3")	1930 mm	(6'3")	
19	Turning Radius: Over Bucket	5924 mm	(19'5")	6234 mm	(20'5")	
	Width: Over Tires	2540 mm	(8'4")	2540 mm	(8'4")	
21	Turning Radius: Outside of Tires	5402 mm	(17'8")	5402 mm	(17'8")	
22	Turning Radius: Inside of Tires	2851 mm	(9'4")	2851 mm	(9'4")	
23	Rack Angle at Full Lift	54 deg	54 degrees		51 degrees	
24	Dump Angle at Full Lift	50 deg	50 degrees		49 degrees	
25	Rack Angle at Carry	45 deg	45 degrees		49 degrees	
26	Departure Angle	33 deg	33 degrees		33 degrees	
27	Articulation Angle	40 deg	40 degrees		40 degrees	
*	Tipping Load – Straight (ISO 14397-1)	8792 kg	19,383 lb	6639 kg	14,637 lb	
*	Tipping Load — Full Turn (ISO 14397-1)	7530 kg	16,600 lb	5633 kg	12,419 lb	
*	Breakout	10 233 kg	22,538 lb	9714 kg	21,416 lb	
*	Operating Weight	13 037 kg	28,742 lb	13 316 kg	29,357 lb	

<sup>\*</sup>Vary with bucket.

Dimensions listed are for a machine configured with 1.9 m³ (2.5 yd³) general purpose Fusion™ bucket, bolt-on cutting edge, heavy counterweights, additional guarding, 80 kg (176 lb) operator and Michelin 20.5 R25 (L-3) XHA2 tires.

<sup>\*\*</sup>Vary with tire.

#### 926M Wheel Loader

#### STANDARD EQUIPMENT

#### **POWER TRAIN**

- Auto idle shut down feature
- Cat C7.1 ACERT engine
  - · Power modes (Standard and Performance)
  - Power by range (High Power in Range 4)
  - · Turbocharged and aftercooled
  - Filtered crankcase breather
  - Diesel particulate filter
  - · Selective Catalyst Reduction
- Coded start (requires secondary display)
- Coolant protection to -34° C (-29° F)
- Enclosed wet disc full hydraulic brakes
- Fuel priming pump, automatic
- Hydraulically driven demand cooling fan
- Hydrostatic transmission with electronic control
  - · Operator modes (Default, TC, Hystat, and Ice)
  - Directional Shift Aggressiveness (fast, medium, slow)
  - · Rimpull control, adjust wheel torque
  - · Creeper control, adjust ground speed
- Parking brake, electric
- Single plane cooling package wide six fins per inch density
- Throttle lock and max speed limiter

#### **HYDRAULICS**

- Automatic lift and bucket kickouts, adjustable in-cab
- Bucket and fork modes, adjustable in-cab
- Cylinder damping at kickout and mechanical end stops
- Fine mode control (fast, medium, slow) in fork mode
- Hydraulic response setting (fast, medium, slow)
- Hydraulic diagnostic connectors and S·O·S<sup>SM</sup> ports
- Load sensing hydraulics and steering

#### **ELECTRICAL**

- Alternator, 115 amp, heavy duty
- 12V power supply in cab (2)
- Batteries, 1,000 CCA (2) 24V system, disconnect switch
- Back-up alarm
- Emergency shutdown switch
- Halogen work and roading lights, LED rear tail lights
- Product Link<sup>TM</sup> PRO with three year subscription
- Remote jump start post
- Resettable main and critical function breakers

#### **OPERATOR ENVIRONMENT**

- 75 mm (3 in) retractable seat belt, with audible alarm and indicator
- Automatic temperature control
- External heated mirrors with lower parabolic
- Hydraulic control lockout
- Interior cab lighting, door and dome
- Interior rearview mirrors (2)
- Lunch box storage
- Radio ready speakers
- Rear window defrost, electric
- Seat-mounted electronic implement controls, adjustable
- Column mounted multi function control lights, wipers, turn signal
- Tilt and telescopic steering wheel
- Tinted front glass
- Wet arm wiper/washer, 2-speed and intermittent, front

#### OTHER STANDARD EQUIPMENT

- Large-access enclosure doors with adjustable close/open force
- Parallel lift loader linkage

#### **EU STANDARD EQUIPMENT**

- Deluxe cab
- Secondary display
- Rearview camera

#### **OPTIONAL EQUIPMENT**

- Auto lube, integrated in secondary display
- Auxiliary flow, third and fourth function, adjustable through secondary display
- Beacon light, strobe
- Cab, deluxe (standard in Europe, optional in North America)
  - Electrically adjustable external heated mirrors (2)
  - Secondary display to enable features and adjust parameters
  - Sunscreen, front and rear
- Camera, rearview (standard in Europe)
- Cold start package
- Counterweight, (heavy and logger)

- Coupler, (Fusion and ISO 23727)
- Debris packages (low, medium, high)
- Fenders (extended cover and full coverage)
- Guarding (machine and operator)
- Linkage, high lift
- Lights, auxiliary, halogen or LED with engine compartment lights
- Object Detection
- Product Link ELITE with capabilities for software push, data logging, histogram and trend mapping
- Radio packages
- Ride Control System, adjustable through secondary display

- Seats
  - Deluxe seat fully adjustable fabric air suspension seat with mid backrest and mechanical lumbar support
  - Premium seat fully adjustable leather and fabric air suspension with high backrest and air lumbar support. Seat is heated and ventilated on bottom cushion and backrest.
- m Steering
  - · Dual mode and secondary
- NOTE: Not all features are available in all regions.

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# **Staff Summary**

**Date:** July 21, 2016

**To:** Mayor & City Council

From: Kay Jones, Clerk-Treasurer

**RE:** 2016 Surplus Garbage Equipment

Staff is recommending the following list of equipment to be declared surplus in anticipation of the purchase of replacement equipment. The Mayor and staff will determine a minimum value and negotiate the best possible sales price. All items will be sold as soon as they are no longer in use.

- 1 Cat Loader Asset #631, vehicle 418
- 2 Ambulance, Asset #2031, vehicle 4

#### **Staff Recommendation:**

Move to declare the listed items surplus and authorize Mayor and staff to negotiate the sale prices.