COUNCIL AGENDA
Monday, July 1, 2019
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. Presentations Of The Request For Qualifications For The City Manager Search From The Following Companies: SGR; Management Partners; And Austin Peters Group.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2019-265

      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 2902 East 20th Street, City of Joplin, Jasper County, Missouri.

      Documents:

      CASE 2019-265 STAFF REPORT.PDF
      CB 2019-265 MINUTES.PDF
      CB 2019-265 SUMMARY.PDF
      CB 2019-265.PDF

   3. COUNCIL BILL NO. 2019-266
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
      Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District
      C-1 property as described below and located 407 and 411 East 20th Street, City of Joplin, Jasper
      County, Missouri.

      Documents:

      CB 2019-266 MINUTES.PDF
      CB 2019-266 STAFF REPORT.PDF
      CB 2019-266 SUMMARY.PDF

CB 2019-266.PDF

4. COUNCIL BILL NO. 2019-267
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
   Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District
   C-3 property as described below and located 3925 South Range Line Road, City of Joplin, Newton County, Missouri.

   Documents:

   CB 2019-267 MINUTES.PDF
   CB 2019-267 STAFF REPORT.PDF
   CB 2019-267 SUMMARY.PDF
   CB 2019-267.PDF

5. Case 021-19: 115 East 34th Street
   Case 021-19: 115 East 34th Street – A request to declare surplus city property – City of Joplin.

   Documents:

   CASE 021-19 MINUTES.PDF
   CASE 021-19 STAFF REPORT.PDF
   CASE 021-19 SUMMARY.PDF

8. **Consent Agenda**

   1. June 17, 2019 Informal Meeting Notes

      Documents:

      INF NOTES JUNE 17.PDF

   2. Minutes Of The June 17, 2019 Council Meeting

      Documents:

      MINS. JUNE 17, 2019.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2019-133
       AN ORDINANCE approving an Agreement with Dalton-Killinger Construction Co., in the not to exceed amount of One Hundred Twenty-One Thousand Two Hundred and Ten and no/100 Dollars ($121,210.00) for construction of the Turkey Creek WW Treatment Admin./Lab Building Modifications Project; and containing an emergency clause.

       Documents:

       COUNCIL BILL SUMMARY SHEET 2019-133.PDF
       BID TAB FORM - TURKEY CREEK WW TREATMENT ADMIN-LAB BLDG MODIFICATIONS.PDF
       CB 2019-133.PDF

JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - TURKEY CREEK DALTON-KILLINGER.PDF

2. COUNCIL BILL 2019-134
AN ORDINANCE approving the City of Joplin to enter into an agreement with Asbell Excavating and Trucking, Inc. in the amount of Seven Hundred Twenty-Five Thousand Eight Hundred Twenty-Seven and 94/100 dollars ($725,827.94) for the construction of the St. John's Trail project, and authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2019-134 ST. JOHNS TRAIL SUMMARY SHEET.PDF
CB2019-134 ST. JOHNS TRAIL AGREEMENT.PDF
CB2019-134 ST. JOHNS TRAIL BID TAB.PDF
CB2019-134 MAP--ST. JOHNS TRAIL.PDF
CB2019-134 ST. JOHNS TRAIL COUNCIL ORDINANCE.PDF

3. COUNCIL BILL NO. 2019-135
AN ORDINANCE authorizing the acceptance of an agreement with Olsson Inc, in the not to exceed amount of Ninety Two Thousand Eight Hundred and No/100 Dollars ($92,800.00) for right of way negotiation services for the 32nd Street Widening Project; and containing an emergency clause.

Documents:

32ND_ST_WIDENING.PDF
CB 2019-135.PDF
SUMMARY SHEET CB 2019-135 OLSSON.PDF
CB2019-135 ROW NEGOTIATION 32ND ST. WORK AUTHORIZATION.PDF

4. COUNCIL BILL 2019-136
AN ORDINANCE authorizing the acceptance of an agreement with Deborah Pearson & Co. Inc, in the not to exceed amount of Forty Nine Thousand Six Hundred and No/100 Dollars ($49,600.00) for appraisal services for the Connecticut Avenue Widening Project, 32nd Street to I-44; and containing an emergency clause.

Documents:

CB2019-136 PEARSON AGREEMENT.PDF
CB2019-136 MAP--PEARSON CONN. APPRAISALS.PDF
CB2019-136 PEARSON CONN. APPRAISALS ORDINANCE.PDF
CB2019-136 PEARSON CONN. APPRAISALS SUMMARY SHEET.PDF

5. COUNCIL BILL NO. 2019-614

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Fire Master Fire Equipment, Inc., a Missouri Corporation, for the purpose of purchasing one (1) Ferrara Commercial Medium Rescue Apparatus for the not to exceed price of Three Hundred Eighty-Five Thousand Twenty-Eight and 00/100 Dollars. ($385,028.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on

October 15, 2018; and, containing an emergency clause.

Documents:

GS 2019-614 RESCUE TRUCK.PDF
AGREEMENT WITH FIRE MASTER INC. RE APPARATUS CONTRACT.PDF
JOPLIN FD-MO-FIRE MASTER-PROPOSAL PACKET-JUNE 06 2019.PDF
BIDTABULATION RESCUE TRUCK (NON-HGAC).PDF
BIDTABULATION RESCUE TRUCK (HGAC).PDF
CB 2019-614 RESCUE TRUCK REPLACEMENT.PDF

11. Ordinances - First Reading

1. Council Bill 2019-137

AN ORDINANCE amending Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin, by enacting a new Section 114-798, Neighborhood Traffic Calming.

Documents:

COUNCIL BILL 2019-137 .PDF
EXHIBIT A.PDF
TRAFFIC CALMING POLICY SUMMARY SHEET.PDF

2. COUNCIL BILL NO. 2019-615

AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS") and Missouri Prairie Foundation, a Missouri Non-Profit Corporation ("MPF"), for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

Documents:

CB 2019-SUMMARY SHEET USFWS AND MPF.PDF
EXHIBIT A MOU FOR JOPLIN RESTORATION OF PARK LAND.PDF
EXHIBIT B MAP OF PARK AREAS.PDF
COUNCIL BILL NO. USFWS AND MPF.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. News From The Public Information Officer, Lynn Onstot

2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing,

Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

Z&P Meeting: June 10, 2019
City Council Meeting: July 1, 2019

STAFF PLANNING REPORT
Rezoning

CASE 018-19 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District)

LOCATION 2902 E. 20th St.

APPLICANT CEI Engineering & Associates, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 1 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3-PD	R-1	R-1	C-1 & C-3
Land Use	Strip Center	Single-Family Residential	Vacant	Range Line Commercial Corridor

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a commercial use.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th St.	Arterial	85'

UTILITIES Utilities do not need to be extended to this property.

FLOOD PLAIN A portion of the property is located within the 100-year flood plain

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STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Although this property currently has a residential zoning, it borders commercial properties that are located along both the 20th St. and Range Line Rd. commercial corridor. The future land use map reveals the property is appropriate for commercial development. The future land use map also recommends that the Range Line commercial district be extended from Range Line Rd. to Highview Ave. The request is consistent with the development policies of the city's comprehensive plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

This property is currently zoned residential and previously contained a former church that was destroyed by the 2011 tornado. The property has sat vacant since the tornado. The current residential zoning does not permit a commercial land use such as the proposed tire and lube business.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There will be minimal impact on adjacent property. Adjacent property is currently zoned commercial.

DISCUSSION

The property is zoned single-family residential and is currently located in a commercial corridor along an arterial street that contains large traffic volumes. The current R-1 district does not appear to be the best use of this property because of the existing heavy commercial activities nearby and the property's access is currently restricted to 20th St which is classified as an arterial street. The restricted access is created by a mapped stream that is located on both the west side and south side of this property. Any development in the 100-yr. flood plain must be at least 2 ft. above the base flood elevation or is to not occur in the flood plain at all. The property currently has approximately 310 ft. of frontage along 20th St. which contains a significant amount of traffic. Market conditions and surrounding commercial land uses have made this property more suited for commercial development rather than single-family residential development for which it is currently zoned.

Staff recommends approval of Case 018-19.

ATTACHMENTS

- Application

RECEIVED
4-30-19

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 018-19
Filing Fee: $500.00
Date Advertised: 5/26/19
Date Notices Sent: 5/28/19
P&Z Date: 6-10-19
City Council Date: 7-1-19

APPLICANT: CEI Engineering & Associates, Inc. PHONE: 479-273-9472
ADDRESS: 3108 SW Regency Parkway Ste 2, Bentonville AR ZIP: 72712
EMAIL: CJohnson@ceieng.com
OWNER: Unity church of Joplin PHONE:
ADDRESS: 204 N. Jackson Ave, Joplin, AR ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: 2902 E 20th St, Joplin, MO 64804
LEGAL DESCRIPTION: Kindreds Replat Lot 81 Ex St

Present Zoning R1 Requested Zoning: C-3 Acreage: 1
Present Use of Property: Vacant Lot
Proposed Use of Property: Tire & Lube Shop

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Shopping Center	C3-Pd
South	Residential	R1
East	Commercial	C1
West	Residential	R1

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: It is currently R1 with C1 adjacent to our east

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: E 20th St & S Highview Ave
2. Classification of Street(s):
   Arterial _____ Collector E 20th St Local S. Highview Ave
3. Right-of-Way Width: E 20th St - Differs & S Highview Ave - 60' ROW
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR: N/A

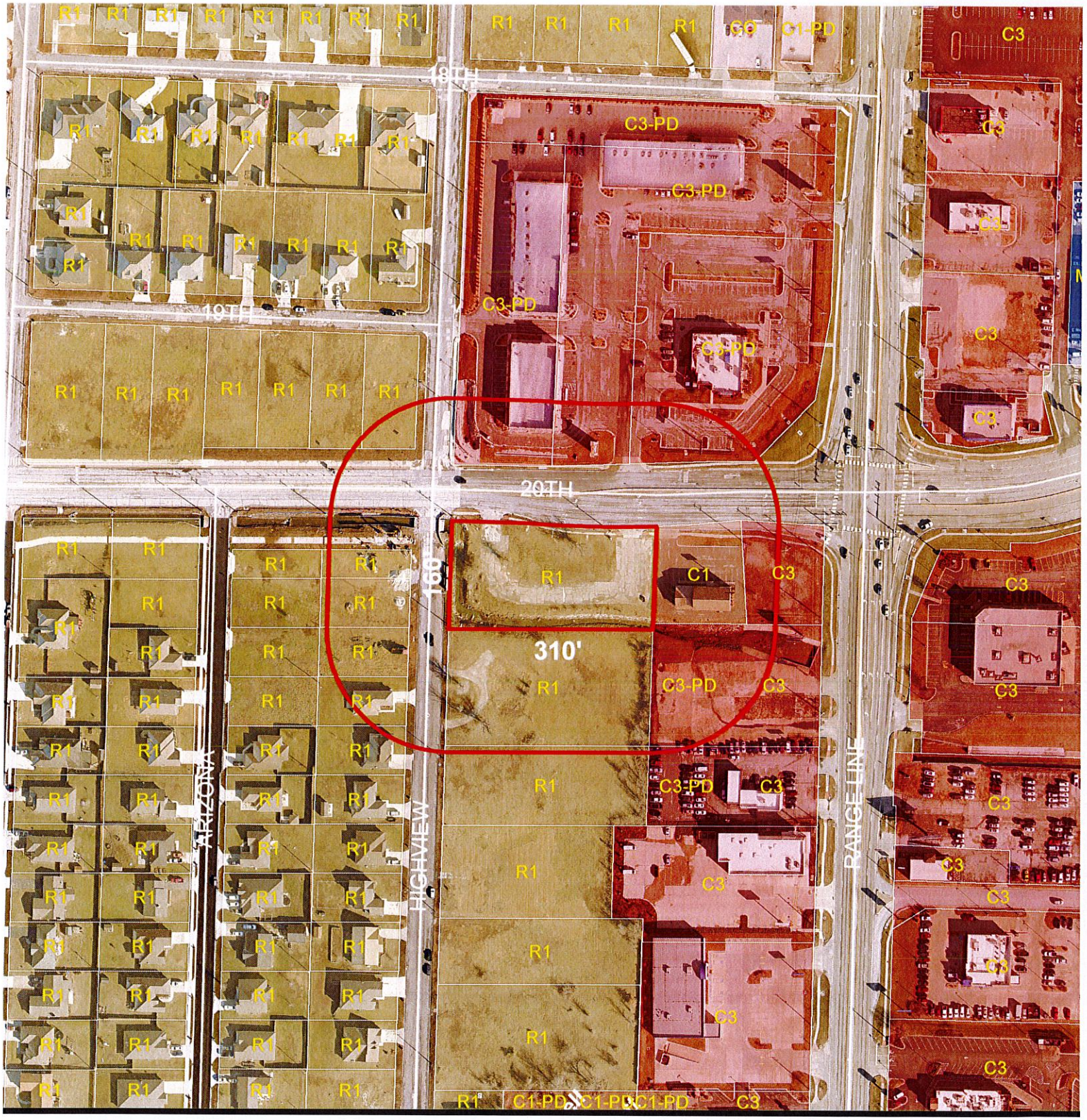
1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 4/26/2019

BY: Jefferson W. Myers

TITLE: President Board of Trustees - Unity of Joplin



300 150 0 300 600 900

Feet

Case 018-19: 2902 East 20th Street – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the construction of a Tire & Lube Business – CEI Engineering & Associates, Inc.

CB 2019-265

Case 018-19: 2902 East 20th Street – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the construction of a Tire & Lube Business – CEI Engineering & Associates, Inc.

Chris Johnson, CEI Engineering, Bentonville, Arkansas. He is requesting for this property to be rezoned from R-1 to C-3 for the construction of Tire and Lube Business. There are constraints with Joplin creek that runs through the sight. They do believe this is feasible for the construction of the Tire and Lube.

Mr. Ramsour asked if the main entrance would be off 20th Street or off Highview or both.

Mr. Johnson stated it would be 20th Street. We are going to use the existing driveways that are there and keep it as is.

Mr. Ramsour asked if water was an issue.

Mr. Johnson stated not that they are aware of. Are you speaking of the Joplin Creek? We are aware that we will have to follow the no net rise policy and abide by that.

Mr. Ramsour asked if any of the commissioners have questions?

Mr. Eastman asked if there were any plans to culvert any of the creek?

Mr. Johnson stated they are trying to stay away from the creek as much as possible.

Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There were not.
Anyone who would like to speak in opposition to this case? There were not.

MR. MCCULLOUGH MOVED, SECONDED BY MRS. BRUCKNER-SEARS, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 018-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 265 -Rezone to Commercial District (C-3)

MEETING DATE:
July 1, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 018-19: 2902 East 20th Street – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the construction of a Tire & Lube Business – CEI Engineering & Associates, Inc.

BACKGROUND:
The property is zoned single-family residential and is currently located in a commercial corridor along an arterial street that contains large traffic volumes. The current R-1 district does not appear to be the best use of this property because of the existing heavy commercial activities nearby and the property's access is currently restricted to 20th St which is classified as an arterial street. The property currently has approximately 310 ft. of frontage along 20th St. which contains a significant amount of traffic.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Johnson, CEI Engineering, Bentonville, Arkansas. He is requesting for this property to be rezoned from R-1 to C-3 for the construction of Tire and Lube Business. There are constraints with Joplin creek that runs through the sight. They do believe this is feasible for the construction of the Tire and Lube. Mr. Ramsour asked if the main entrance would be off 20th Street or off Highview or both.

Mr. Johnson stated it would be 20th Street. We are going to use the existing driveways that are there and keep it as is.

Mr. Eastman asked if there were any plans to culvert any of the creek?

Mr. Johnson stated they are trying to stay away from the creek as much as possible.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval (6 in Favor 0 Nays, 1 Absent).
Staff recommends approval of Case 018-19.

ATTACHMENTS
CB 2019- 265, Staff Planning Report, P&Z Commission Minutes

P & Z Case 018-19
CEI Engineering & Associates, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 2902 East 20th Street, City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

> Lot 81 in Kindreds Replat, EXCEPT street right-of-way, all located in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-265

Case 019-19: 407 East 20th Street and 411 East 20th Street– A request to rezone from Two-Family Residential District (R-2) to Neighborhood Commercial District (C-1) for the operation of a Nail Salon - Kieng Bui

Kieng Bui, 127 S Forrest Ave., Joplin, MO. Ms. Bui stated that she would like to get this rezoned for the operation of a nail salon and the lot to the east a Vietnamese restaurant.

Mr. Ramsour asked the commissioners if they had any questions.

Mrs. Bruckner-Sears wanted to know about the parking for the nail salon.

Ms. Bui stated the lot is where she wants to open a parking lot for the nail salon and the restaurant.

Mr. Bolander stated that the proposal is to put the parking lot on the east side of the alley which is a vacant lot. On the west side of the alley is an old commercial building.

Mr. Ramsour asked if there were any other questions by the commissioners?

Mr. Eastman asked Mr. Bolander if he had seen the preliminary drawings?

Mr. Bolander reply that he had not. She is not required to submit one, we are just looking at the land use right now.

Mr. Ramsour asked if there anyone else that would like to speak in favor of this case? There were not. There was no one to speak in opposition of this request.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR CASE 019-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 10, 2019
City Council Meeting: July 1, 2019

STAFF PLANNING REPORT
Rezoning

CASE 019-19 A request to rezone from R-2 (Two-Family Residential) to C-1 (Neighborhood Commercial District)

LOCATION 407 E. 20th St. & 411 E. 20th St.

APPLICANT Kieng Bui

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant Commercial Building & Vacant Lot	Commercial Building 38' x 40' Vacant Lot 38' x 120'

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-2	R-2
Land Use	Single-Family Homes	Single-Family Home	20th St. Corridor & Single-Family Homes	Single-Family Homes

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a commercial use which is consistent with the request.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Grand Ave.	Local	60'

UTILITIES Utilities do not need to be extended to this property.

FLOOD PLAIN N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Even though this property is currently zoned two-family residential, the lot facing Grand Ave. is a vacant lot and there is an existing old vacant neighborhood grocery store located to the west across the alleyway. The request is consistent with the policies of the comprehensive plan and the recommendation of the future land use map which recommends a commercial land use.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The properties in this request are currently zoned two- family residential which will not permit the reuse of the old neighborhood grocery store or the vacant lot for off-street parking.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The greatest impact will be to nearby residences, but both properties in this request are located along an arterial street that contain higher traffic volumes than residential streets. Also, there is currently a C-1 district with a strip center located to the west less than one block away. The impact of the traffic and commercial uses have already been felt by the adjacent residential neighborhood.

DISCUSSION

Staff believes the request for a C-1 district is appropriate for this location. First, the C-1 district is a neighborhood commercial district which is intended to serve the immediate area and neighborhood. Uses in the C-1 district tend to be "lighter" commercial uses and have limited hours of operation and are better neighbors to residential areas. The proposed nail salon will be a good reuse of the old vacant commercial building located at 407 E. 20th St. while the vacant lot at 411 E. 20th St. can be used for off street parking.

Staff recommends approval of Case 019-19.

ATTACHMENTS

- Application

RECEIVED 5-2-19

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 019-19/09-19-2
Filing Fee: $500.00
Date Advertised: 5/26/19
Date Notices Sent 5/28/19
Public Hearing Date: 6-10-19

APPLICANT: KIENG BUI PHONE: 830 9008385
ADDRESS: ~~1916 S Murphy Ave~~ 127 S Forest ZIP: 64801
OWNER: KIENG BUI Ave, Joplin PHONE: 830 9008385
ADDRESS: 127 S. Forest Ave, Joplin, MO ZIP: 64801
LOCATION OF PROPERTY: 407 E 24th St and 411 E 20th
LEGAL DESCRIPTION:

TRACT 1:
ALL OF LOT NUMBERED TWENTY-FIVE (25)

TRACT 2:
ALL OF THE EAST 40 FEET OF LOT NUMBERED SEVENTY-TWO (72) AND THE EAST 40 FEET OF THE SOUTH 10 FEET OF LOT NUMBERED SEVENTY-ONE (71) IN MITCHELL'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Present Zoning: R-2 Requested Zoning: C-1 Acreage:
Present Use of Property: VACANT BUILDING

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	HOME	R-2
South	HOME	R-2
East	VACANT LOT	R-2
West	HOME	R-2

CHARACTER OF THE NEIGHBORHOOD: MIX OF COMMERCIAL AND HOMES

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: CURRENT ZONING DOES NOT PERMIT A NAIL SALON

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th St.
2. Classification of Street(s):
   Arterial_____ Collector ✓ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? ~~YES~~ NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

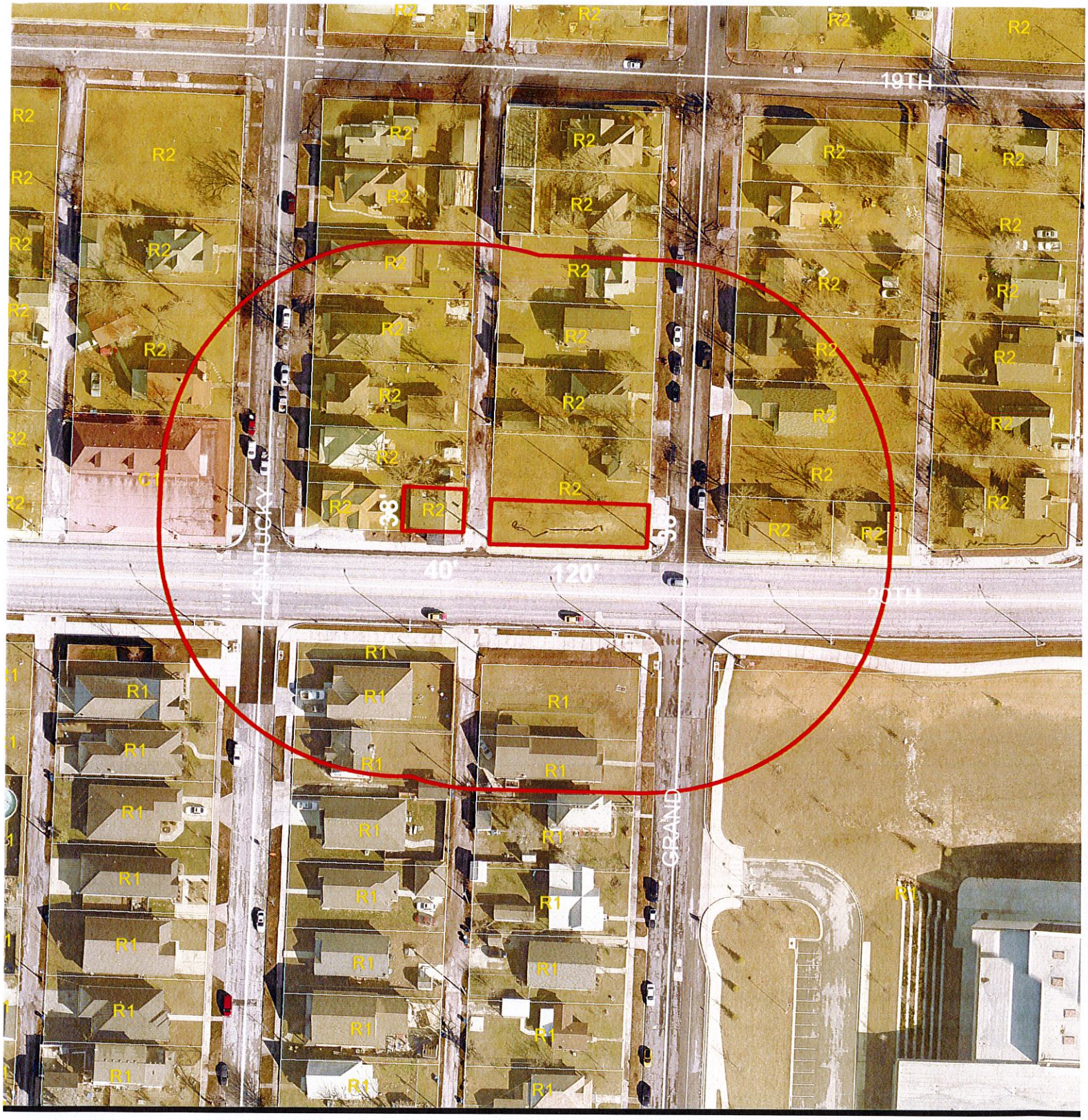
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

20th St. Corridor Is Transitioning To Commercial

SIGNATURE: _____ DATE: _____

BY: KIENG BUI

TITLE: _____



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Feet

Case 019-19: 407 East 20th Street and 411 East 20th Street– A request to rezone from Two-Family Residential District (R-2) to Neighborhood Commercial District (C-1) for the operation of a Nail Salon - Kieng Bui

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 266 -Rezone to Commercial District (C-1)

MEETING DATE:
July 1, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 019-19: 407 East 20th Street and 411 East 20th Street– A request to rezone from Two-Family Residential District (R-2) to Neighborhood Commercial District (C-1) for the operation of a Nail Salon - Kieng Bui.

BACKGROUND:
The current R-1 district does not appear to be the best use of this property because of the existing heavy commercial activities nearby and the property's access is currently restricted to 20th St which is classified as an arterial street. The restricted access is created by a mapped stream that is located on both the west side and south side of this property. The property currently has approximately 310 ft. of frontage along 20th St. which contains a significant amount of traffic. Market conditions and surrounding commercial land uses have made this property more suited for commercial development rather than single-family residential development for which it is currently zoned.

PLANNING & ZONING COMMISSION TESTIMONY:
Kieng Bui, 127 S Forrest Ave., Joplin, MO. Ms. Bui stated that she would like to get this rezoned for the operation of a nail salon and the lot to the east a Vietnamese restaurant.

Mrs. Bruckner-Sears wanted to know about the parking for the nail salon.

Ms. Bui stated the lot is where she wants to open a parking lot for the nail salon and the restaurant.

Mr. Bolander stated that the proposal is to put the parking lot on the east side of the alley which is a vacant lot. On the west side of the alley is an old commercial building.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval (6 in Favor 0 Nays, 1 Absent).
Staff recommends approval of Case 019-19.

ATTACHMENTS
CB 2019- 266, Staff Planning Report, P&Z Commission Minutes

P & Z Case 019-19
Kieng Bui.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-1 property as described below and located 407 and 411 East 20th Street, City of Joplin, Jasper County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

> All of Lot Numbered Twenty-Five (25) AND all of the East 40 feet of Lot Numbered Seventy-Two (72) and the East 40 feet of the South 10 feet of Lot Numbered Seventy-One (71) in Mitchell's Second Addition to the City of Joplin, Jasper County, Missouri , according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2019-267

Case 020-19: 3925 South Range Line Road – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the operation of a Medical Marijuana Dispensary – Joe Burtrum Jr.

Joe Burtrum Jr., 7192 Gateway Drive, Joplin, MO. This property has always been commercial until annexed into the City of Joplin and the City rezoned it to R-1. He is wanting it back to commercial and turn it into a new business.

Mr. Ramsour stated that any annexation into the city comes in automatically as R-1 and must be rezoned if the need exists for that.

Mr. McCullough asked Mr. Burtrum if he was going to use the existing building that is on the property?

Mr. Burtrum stated he will use the existing building, it is on 1 acre of property.

Mr. Ramsour asked if there was anyone to speak in favor of this case? There were not. Is there anyone to speak in opposition of this case?

Derek Snyder, 3007 Silver Creek Dr., Joplin, MO. He understands what the duties of this Commission are and you're here to make a recommendation to the City Council. Ultimately, the City Council will decide if this property should be rezoned or not. Mr. Burtrum's application listed his intended use for this property as a Medical Marijuana Dispensary. Mr. Snyder went over the C-3 District regulations for the commissioners. There is a chapel right at the entry way of Silver Creek area. The current building use to be the Village Hall for Trustee meetings. Mr. Snyder also stated that the address is Range Line Rd but is on the outer road. There is not direct access to Range Line. He also believes that any kind of C-3 establishment in that area would definitely conflict with the neighborhood surroundings of Silver Creek. He thinks it would devalue properties, lead to deterioration of the neighborhood environment that exists there now.

Mr. Ramsour stated that before we vote all the Petitions of Protest we have in front of us will be announced.

Ancelee Corkel, 3006 Keller Dr., Joplin, MO. She stated that she has gone around the neighborhood and to the four of the five adjoining properties in this 185' radius and everyone sent in petitions against the rezoning. Mrs. Corkel read the state rules for Medical Marijuana Dispensaries. She also stated that they are glad to be in Joplin, but they don't want to be messed with and further down the road if they open this door what is going to happen to Silver Creek Rd. She hopes that the commissioners listen to their recommendation and deny the rezoning.

Mr. Ramsour stated that just for informational purposes that at our meeting last month we did pass an ordinance changing/amending the Joplin Zoning Regulations to accommodate Medical Marijuana Dispensaries within the city limits.

Mr. Bolander stated that City of Joplin determines the categories which would be permitted in C-2 or C-3 districts, they are the heavier districts.

Mr. Ramsour stated that the City of Joplin is on top of this new industry.

Dody Walker, 3211 Moorehead Dr., Joplin, MO, which is directly affected by this potential change. This is the only access to her property as far as Moorehead Dr., which is also a dead-end street consisting of 19 homes. The traffic concerns are when the former FAG Bearing lets out, there is about 15 minutes after each shift change that you can not turn left going out of Moorhead Dr. There are children playing, a small creek, tree lined village, deer, foxes, we do not have retail business. She stated they don't want it there.

Mr. Ramsour read into record the Petitions of Protest. There were from Wheelen Investments, Rick Bradley, 3011 Moorehead Dr., and Ozark Agents, LLC by Christopher Dumm. Mr. Ramsour asked staff if they have anything they would like to elaborate on? Mr. Bolander stated he did not.

Ms. Corkel stated that FAG Bearing was the first one to send in the protest petition to City Hall by electronic device and that was done at least a week ago. It is here somewhere and has gotten lost and they are a major part of this property that is in question.

Mr. Bolander stated that it hasn't been a week, we sent them the Petition of Protest on Friday. They did say they would protest but they have not returned it yet.

MR. EASTMAN MOVED, SECONDED BY MR. DERMOTT, TO BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL FOR CASE 020-19. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". MRS. BRUCKNER-SEARS VOTING "NAY". (5 IN FAVOR, 1 NAYS, 1 ABSENT).

Z&P Meeting: June 10, 2019
City Council Meeting: July 1, 2019

STAFF PLANNING REPORT
Rezoning

CASE 020-19 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District)

LOCATION 3925 S. Range Line Rd.

APPLICANT Joe Burtrum Jr.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Wedding Chapel	Approx. 1 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-1	R-1	C-2-PD
Land Use	Manufacturing Company and I-44 & Range Line Rd. Interchange	Single-Family Residential	Law Office & RV Sales and Service	Range Line Commercial Corridor with Hotel and Restaurant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property is appropriate for a retail commercial use which is consistent with the request.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Outer Rd. used for Range Line access	Arterial	Approx. 270 ft.: part of the Range Line Rd right-of-way

UTILITIES Utilities do not need to be extended to this property.

FLOOD PLAIN N.A.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Even though this property is currently zoned single-family residential, it has a commercial use on the property (wedding chapel). This occurred because the Village of Silver Creek merged with the City of Joplin. Under the city's zoning regulations, regardless of the current land use, all properties that are brought into the City of Joplin through annexations and mergers are automatically zoned R-1 until a public hearing is held to try and determine an appropriate zoning classification. The adopted future land use map shows the property is appropriate for retail commercial development which is consistent with the proposed use and other uses permitted in C-3 districts. The request is consistent with the development policies of the city's comprehensive plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

This property is currently zoned residential and contains a wedding chapel which is not a heavy commercial use. The applicant is proposing to rezone the property to commercial to allow the sale of medical marijuana. The city council recently adopted regulations to restrict the sale of licensed medical marijuana to heavier commercial districts such as C-2 (Central Business District) and C-3 (Commercial Districts). The current R-1 district or potential "lighter" commercial districts do not permit retail sales of medical marijuana.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There will be minimal impact on adjacent and nearby commercial properties since most of the existing commercial use are classified as C-2 or C-3 type land uses. The greatest impact will be to the nearby single-family residents located to the east.

DISCUSSION

The property in the request is currently zoned single-family residential due to the merger of the City of Joplin and the Village of Silver Creek. The property is located along the Range Line commercial corridor that contains large traffic volumes near an Interstate interchange. The current R-1 district does not appear to be the best use of this property because of the existing commercial use located on the property and the heavy commercial and heavy industrial activities located nearby. For example, an RV sales and repair service is located to the south within 250 ft. of the property in this request. Like the property in the rezoning request, the RV business is also zoned R-1 (single-family residential) because of the merger between Joplin and Silver Creek. In the future if the city needed to assign an appropriate zoning classification to the RV business, it would be C-3 (Heavy Commercial) so heavy commercial uses are already operating in this area. Likewise, a M-2 district is located to the North and contains a heavy manufacturing business. Again, there are existing "heavy" commercial and "heavy" industrial uses already operating in this area which makes it difficult to recommend the denial of the request to rezone the property to C-3.

Staff recommends approval of Case 020-19.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

RECEIVED 5-13-19

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: ~~60~~ 020-19
Filing Fee: $500.00
Date Advertised: 5/26/19
Date Notices Sent: 5/28/19
P&Z Date: 6-10-19
City Council Date: 7-1-19

APPLICANT: Joe H. Burtrum JR PHONE: 417-781-4000
ADDRESS: 7192 Gateway Dr. ZIP:
EMAIL: JLWCWB4O@gmail.com
OWNER: NORMA & Joe Burtrum PHONE: 417-781-4000
ADDRESS: ZIP: 64804
EMAIL:
LOCATION OF PROPERTY: 3925 South Rangeline
LEGAL DESCRIPTION:

Present Zoning R-1 Requested Zoning: C-3 Acreage:
Present Use of Property: Wedding Chapel
Proposed Use of Property: Medical Marijuana Dispensary

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Manufacturing	M2
South	Law Offices	~~M2~~ Commercial
East	Resident	R1
West	Highway Rangeline	

CHARACTER OF THE NEIGHBORHOOD: Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Moorehead Dr.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

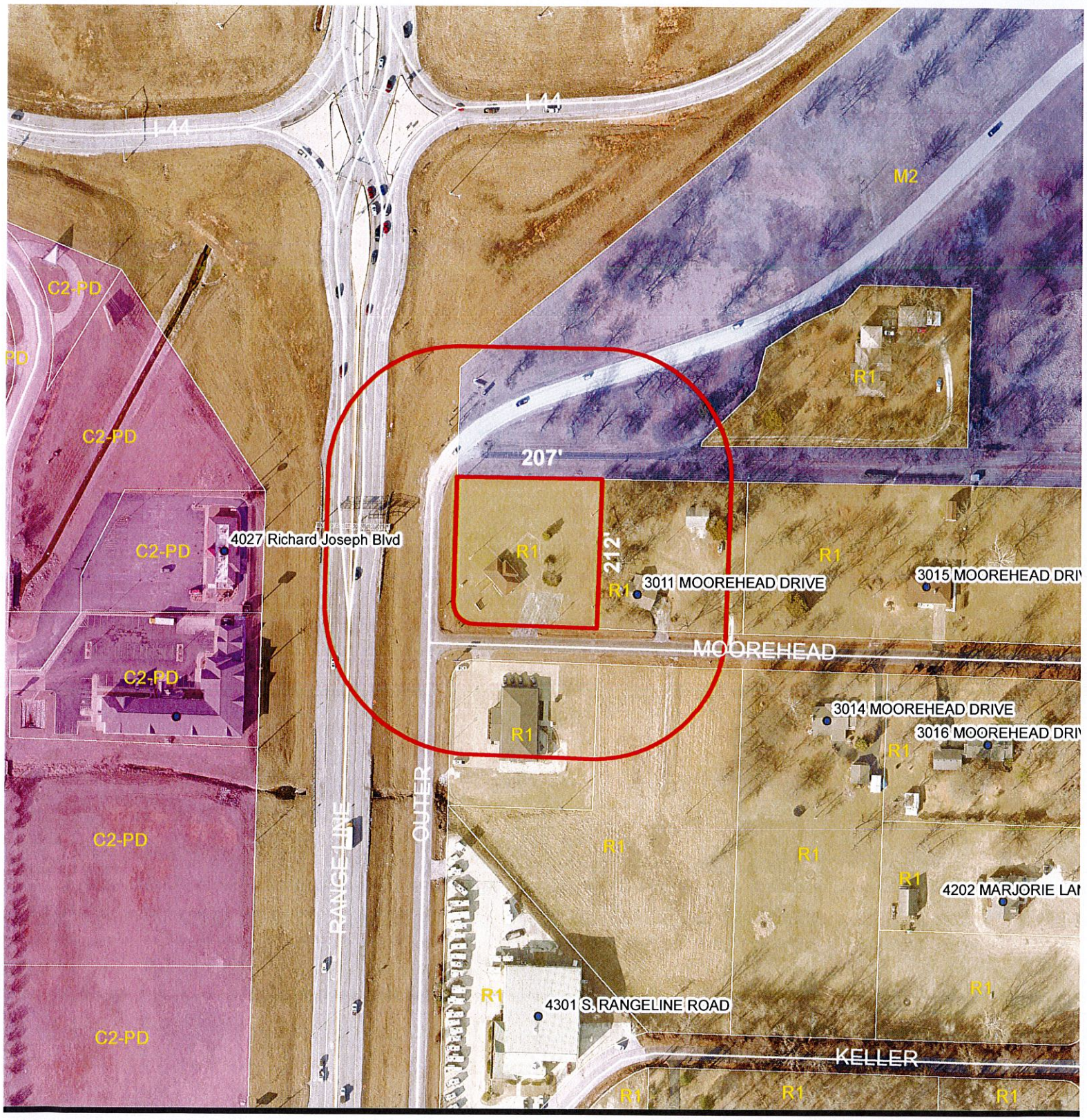
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: _____ DATE:_____

BY: _____

TITLE: _____



3925 South Range Line Road – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the operation of a Medical Marijuana Dispensary – Joe Burtrum Jr.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-267-Rezone to Commercial District (C-3)

MEETING DATE:
July 1, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 020-19: 3925 South Range Line Road – A request to rezone from Single Family Residential District (R-1) to Commercial District (C-3) for the operation of a Medical Marijuana Dispensary – Joe Burtrum Jr.

BACKGROUND:
The property in the request is currently zoned single-family residential due to the merger of the City of Joplin and the Village of Silver Creek. The property is located along the Range Line commercial corridor that contains large traffic volumes near an Interstate interchange. The RV business located 250ft to the south of this request is also zoned R-1 (single-family residential) because of the merger between Joplin and Silver Creek. In the future if the city needed to assign an appropriate zoning classification to the RV business, it would be C-3 (Heavy Commercial) so heavy commercial uses are already operating in this area. There are existing "heavy" commercial and "heavy" industrial uses already operating in this area which makes it difficult to recommend the denial of the request to rezone the property to C-3.

PLANNING & ZONING COMMISSION TESTIMONY:
Joe Burtrum Jr., 7192 Gateway Drive, Joplin, MO. This property has always been commercial until annexed into the City of Joplin and the City rezoned it to R-1. He is wanting it back to commercial and turn it into a new business.

Mr. Ramsour stated that any annexation into the city comes in automatically as R-1 and must be rezoned if the need exists for that.

Mr. McCullough asked Mr. Burtrum if he was going to use the existing building that is on the property?

Mr. Burtrum stated he will use the existing building, it is on 1 acre of property.

PUBLIC COMMENT:
Derek Snyder, 3007 Silver Creek Dr., Joplin, MO. Mr. Burtrum's application listed his intended use for this property as a Medical Marijuana Dispensary. Mr. Snyder also stated that the address is Range Line Rd but is on the outer road. There is not direct access to Range Line. He also believes that any kind of C-3 establishment in that area would definitely conflict with the neighborhood surroundings of Silver Creek. He thinks it would devalue properties, lead to deterioration of the neighborhood environment that exists there now.

Ancelee Corkel, 3006 Keller Dr., Joplin, MO. She stated that she has gone around the neighborhood and to the four of the five adjoining properties in this 185' radius and everyone sent in petitions against the rezoning. She also stated that they are glad to be in Joplin, but they don't want to be messed with and further down the road if they open this door what is going to happen to Silver Creek Rd. She hopes that the commissioners listen to their recommendation and deny the rezoning.

Dody Walker, 3211 Moorehead Dr., Joplin, MO, which is directly affected by this potential change. This is the only access to her property as far as Moorehead Dr., which is also a dead-end street consisting of 19 homes. The traffic concerns are when the former FAG Bearing lets out, there is about 15 minutes after each shift change that you cannot turn left going out of Moorhead Dr. There are children playing, a small creek, tree lined village, deer, foxes, we do not have retail business. She stated they don't want it there.

Ms. Corkel stated that FAG Bearing was the first one to send in the protest petition to City Hall by electronic device and that was done at least a week ago. It is here somewhere and has gotten lost and they are a major part of this property that is in question.

Mr. Bolander stated that it hasn't been a week, we sent them the Petition of Protest on Friday. They did say they would protest but they have not returned it yet.

FUNDING SOURCE:
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends denial (5 in Favor, 1 Nay, 1 Absent).
Staff recommends approval of Case 020-19.

ATTACHMENTS
CB 2019- 267, Staff Planning Report, P&Z Commission Minutes

P & Z Case 020-19
Joe Burtrum Jr.
(P & Z Recommended Denial)

COUNCIL BILL NO. 2019-267 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 3925 South Range Line Road, City of Joplin, Newton County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

> Lot 5 in Block 5 in Silver Creek Park Subdivision to the Village of Silver Creek now in the City of Joplin, Newton County, Missouri according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 021-19: 115 East 34th Street – A request to declare surplus city property – City of Joplin.

Troy Bolander, 602 S. Main Street, Joplin, MO. He stated this address is the old Police substation on south Main St. and 34th Street. The Police Department no longer needs this facility, it is not in good shape and has become a financial liability to the city. The City of Joplin is getting aggressive and looking at the properties that the city owns, so you will probably see more declarations of surplus property come before you.

Mr. Ramsour asked if there were any questions from the commissioners?

Mrs. Steele asked if this property is approved, then would you put it up for sale?

Mr. Bolander stated that was correct.

Mr. Ramsour asked if there was anyone to speak in favor of this case? There were not. No one spoke in opposition of the case.

MRS. STEELE MOVED, SECONDED BY MR. MCCOUOUGH, TO APPROVE CASE 021-19 AND BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: June 10, 2019
City Council Meeting: July 1, 2019

STAFF PLANNING REPORT
Rezoning

CASE 021-19 A request to declare surplus property

LOCATION 115 E. 34th St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Police sub-station	Approx. 29,000 sq. ft.

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1	Main St. Corridor & Commercial/Institutional Uses
Land Use	Single-Family Homes	Single-Family Homes	Vacant	Fire Station and Commercial uses

TRANSPORTATION

Streets with access	Classification	Right-of-way width
34th St.	Local	50'

FLOOD PLAIN This property is not within the 100-year flood zone.

REASON FOR DECLARATION

The City of Joplin no longer needs a police substation at this location. The lot has 168 ft. of frontage along 34th St. and extends north 145 ft. The property is part of the South Main St. commercial corridor and is zoned C-3. The C-3 district permits "heavy" commercial uses. A veterinarian clinic was operated from the building prior to the police sub-station. Although there are two lots adjacent to this property on the east that contain single-family homes, those lots are zoned commercial as well. The commercial area to the south is zoned C-3 but is currently undeveloped. The property is part of the proposed South Main St. TIF development that has not started.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 021-19



Case 021-19: 115 East 34th Street – A request to declare surplus city property – City of Joplin.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 021-19: Declaration of Surplus Property at 115 East 34th Street.

MEETING DATE:
July 1, 2019

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 021-19: 115 East 34th Street – A request to declare surplus property – City of Joplin.

BACKGROUND:
The City of Joplin no longer needs a police substation at this location. The lot has 168 ft. of frontage along 34th St. and extends north 145 ft. The property is part of the South Main St. commercial corridor and is zoned C-3. The C-3 district permits "heavy" commercial uses. The property is part of the proposed South Main St. TIF development that has not started.

PLANNING & ZONING COMMISSION TESTIMONY:

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 021-19.

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
JUNE 17, 2019

Community Health Needs Assessment: Health Director Dan Pekarek and Community Health Planner/Educator, Jillian Doherty provided the following information for the assessment:

Background

- Health Departments should conduct Community Health Needs Assessments (CHNA's) on a regular basis to get a picture of how healthy a community is. This is a process whereby we look at health status indicators (cancer rates, COPD rates, etc.), along with demographic data, and other data and compare ourselves to state and national data.
- Locally, we have done this for many years (since the 1990's), but we have conducted these assessments as part of a local health coalition (the Jasper and Newton Counties Community Health Collaborative-CHC). We recognized many years ago that it didn't make sense to have multiple assessments being conducted in the area by the various health departments. Basically, diseases don't recognize city limits or county lines. This was and continues to be unique. We conduct one assessment that covers the entire metro area, representing Joplin, Jasper and Newton Counties.
- The CHC is made up of representatives of the 3 local health departments, the 2 health systems, United Way, Access Family Care, Community Clinic, MSSU, and other community partners with an interest in "community" health.
- The end result of the assessments is we have a current picture of the health of the community, but we can also start to make decisions about what we might be able to do to improve the areas where we might be lacking. CHC partners, and others use the report to guide program development, apply for grants, etc.

2016 Assessment-A New Approach

- In 2015 the CHC was approached by the Springfield/Greene County Health Dept. asking if we wanted to participate in a joint (regional) health assessment. They proposed that we join several other communities to conduct a single assessment covering a large area of SWMO, SE Kansas, NW Arkansas and NE Oklahoma covering 52 counties. The assessment boundaries were largely defined by the service areas of the participating health systems (Cox, Freeman and Mercy). The primary guiding force of this request was a new requirement in the Affordable Care Act that requires non-profit health systems to participate in a local health coalition while performing their CHNA for their service area.
- The CHC agreed and that first regional CHNA was completed in 2016.

2019 Assessment

- The CHC agreed again in 2018 to participate in the regional assessment process. This time the process involved a smaller overall footprint of 29 counties but still covering portions of the 4 states and still involving the 3 health systems.
- Instead of a static, 1,200 page PDF, the report is in a more user friendly and interactive format.

Joplin Report

- Joplin Report Landing Page
- Go to map-explain
- Community Summary-gives an overview of counties in "community"
- Demographic Info. -more demographics
- Populations of Interest e.g. are we younger, older, high % of minorities, etc.

Priorities

- Lung Disease, cardiovascular disease, mental health
- Click Lung Disease
- Definition of Problem
- Causes
- Why a Priority?
    - Hospital data
    - Community Data
- What does it cost?
- What can community do?
- What can you do?
- More Lung Disease Data

Common Threads

- Explain Sociological Model (e.g. national policy mandating seat belts effects many people, vs. individual decision to do something like start exercising).
- The common threads effect how healthy a community is are found to affect each or many of the health issues in a community (don't just affect one health condition but many).

Process

- Explains in-depth the process used in analyzing data.
- View Prioritization Matrix- summarizes prioritization process for health issues, i.e. was prevalence trending up/down, better/worse than state/national; was mortality rate trending up/down, better/worse than state/national rate, etc. How complex is the health issue to change, etc.

Data

- Community, hospital, local (survey)

Boards & Commissions: Reappointments

Motion by Mr. Lawson, second by Mr. Cortez to approve the following reappointments:

ADA: Betty McCartney
Capital Improvement: Joshua Bard
Capital Improvement: Les Cypret
Library Board: Nicole Shoaf
Library Board: Mary Gaarder
Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

The meeting adjourned at 5:47 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
JUNE 17, 2019 MEETING MINUTES

CALL TO ORDER
The regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Brown.

ROLL CALL
Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were Interim City Manager Dan Pekarek and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA
There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS
Ryan Jackson, Chairman of the Capital Improvement and Public Safety Sales Tax Oversight Committee, presented the Semi-Annual Report. At the end of the report, he added some of the committee's observations:

As of the Oversight Committee's last meeting on May 15, 2019, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected above the projected level for the 2019 fiscal year.

The projects under Phase I of the Parks/Stormwater Sales Tax have been completed as promised. The projects under Phase II of the Parks/Stormwater Sales Tax are in progress as set forth to the voters.

The projects under Phase I of the Capital Improvements Sales Tax are all complete as promised, except one which is the Traffic Signal Upgrades. This project is expected to be completed during the 2019 fiscal year. The projects under Phase II of the Capital Improvements Sales Tax are in progress as set forth to the voters.

For the public safety sales tax, all capital items have been completed as promised except for the remaining Eastside fire station. All operational items have been completed except the staffing for the remaining Eastside fire station and the remaining street lights.

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit. If you are in need of disability related auxiliary aids or services, contact the City Clerk's Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

Mr. Jackson stated there are concerns about street lights; future capital needs for the Public Safety Tax; term length of Capital Improvements and Parks and Stormwater Tax projects (is 10 years too long to obligate funds); and the need for an additional revenue source for future maintenance for continued growth. Mr. Jackson stated the oversight committee would like to have a joint work session with the city council to address the projects outlined.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Stinnett, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

June 3, 2019 Informal Council Meeting Notes

Minutes of the June 3, 2019 Council Meeting

COUNCIL BILL NO.2019-263 - an ordinance approving 1506 and 1510 S. Pearl Avenue to include in District R-3 (Apartments District), Jasper County, Missouri. **Ordinance No. 2019-085**

COUNCIL BILL NO.2019-264 - an ordinance approving the location approximately 500 feet west of the property addressed as 2902 N. St. Louis Avenue to include in District R-2 (Two-Family Residential District), Jasper County, Missouri. **Ordinance No. 2019-086**

RESOLUTIONS

ORDINANCES – EMERGENCY
Mr. Lawson introduced Council Bill No. 2019-130 - an ordinance authorizing the acceptance of an agreement with Deborah Pearson & Co. Inc, in the not to exceed amount of Fifty-One Thousand Four Hundred Eighty and No/100 Dollars ($51,480.00) for appraisal services for the 32nd Street Widening Project; and containing an emergency clause. Motion by Mr. Lawson, second by Dr. Reid Adams that Council Bill No. 2019-130 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-087**

Mr. Brown introduced Council Bill No. 2019-131 - an ordinance approving the City of Joplin to enter into an agreement with Hunter Chase & Associates in the amount of One Million Forty-Five Thousand Nine Hundred Eighteen and 00/100 dollars ($1,045,918.00) for the construction of Surface Project 4009 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Monteleone that Council Bill No. 2019-131 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-088**

Mr. Stanley introduced Council Bill No. 2019-132 - an ordinance authorizing the City of Joplin to enter into an agreement with Missouri Network Alliance, L.L.C. d/b/a Bluebird Network ("Bluebird") for the purpose of Bluebird installing, maintaining, and operating facilities for communications related capabilities within the City's Rights-of-Way and ensuring compliance with the City's

requirements of such use of City property; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2019-132 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-089**

Mr. Stanley introduced Council Bill No. 2019–361 - an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 402 N. Joplin Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Thirty-three and 00/100 Dollars ($ 4,133.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2019-361 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-090**

Mr. Cortez introduced Council Bill No. 2019-362 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 114 N. Cox Ave. in the City of Joplin, Missouri, for Three Thousand Two Hundred Forty-Nine and 00/100 Dollars ($ 3,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2019-362 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-091**

Dr. Reid Adams introduced Council Bill No. 2019 –363 - an ordinance approving the contract by and between the City of Joplin and Gator Demolition for the demolition of the structure(s) and clearing of lot area located at 2206 S. Schifferdecker Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred Seventy-One and 00/100 Dollars ($ 4,271.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Cortez that Council Bill No. 2019-363 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-092**

Mr. Stinnett introduced Council Bill No. 2019–364 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1218 E. North St. in the City of Joplin, Missouri, for Three Thousand Two Hundred Forty- Nine and 00/100 Dollars ($ 3,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2019-364 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-093**

Mr. Cortez introduced Council Bill No. 2019–365 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1012 E. 2nd St. in the City of Joplin, Missouri, for Three Thousand Six Hundred

Forty- Nine and 00/100 Dollars ($ 3,649.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2019-365 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-094**

Mr. Stinnett introduced Council Bill No. 2019-614 - an ordinance authorizing the City of Joplin to enter into an agreement with DocuWare Corporation, a New York Corporation, for the purpose of providing cloud-based document storage services for the not to exceed price of Twelve Thousand Eight Hundred Sixteen and 00/100 Dollars ($12,816.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2019-614 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-095**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Additional Request to Address Council.

Mike Pier, 2915 E. 14th St. addressed Council regarding the fence at O'Reilly's (Rangeline Rd), and stated it is falling down and he would like to see it repaired. Planning and Community Development Director Troy Bolander stated he will follow up on this and reply to Mr. Pier.

RFQ's regarding city manager search

The city council discussed the RFQ's for the city manager search. After discussion, it was decided they would like to conduct phone interviews with the top three choices: SGR; Management Partners and Austin Peters Group. Motion by Mr. Stanley, second by Mr. Brown to have City Attorney Peter Edwards move forward with arranging the interviews. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

News from the Public Information Officer, Lynn Onstot

Has the weather dampened your kids' summer plans to play outside or go to the pools? On those grey days, keep in mind that there are numerous other fun things available in Joplin including the Library with programs for all ages! Both the Children's Library and Teen Department offer interactive games, crafts and activities. While you're there, be sure to check out the many types of options for adults to engage with the Library resources too.

There are many other community activities and fun events. Just check out the CVB's website at visitjoplinmo.org

The 2019 Joplin Independence Day Celebration will kick off at 7 p.m. on July 4th at Fred Hughes Stadium on the campus of Missouri Southern State University. This family-friendly event kicks off at 7 p.m. with live music by The Mixtapes, and great options from various food trucks. Inflatables

and bounce houses will be available for an additional fee. The fireworks start at 9:45 p.m. Seating is available in the stadium and along the grass around the field. Plenty of parking will be available throughout the campus. A festivities map will be posted closer to the event. For more information about this year's celebration, check out Joplin Parks & Recreation Facebook page.

Fireworks may be discharged within City limits only on July 1, 2, 3, and 4 from 12 Noon to 11 p.m. Also, the City prohibits the discharge of bottle rockets or Chinese Lanterns within the City. Any variances of these rules may result in appropriate fines and confiscation of all possessed fireworks. And we remind all setting off fireworks that they are responsible to clean up their shoot area, so it does not cause issues with neighbors or in our community.

For more information about these events, or other City news, please visit our website at joplinmo.org.

Approve Boards/Commissions Reappointments
Motion by Mr. Stanley, second by Mr. Monteleone to approve the following reappointments:
ADA: Betty McCartney
Capital Improvement: Joshua Bard
Capital Improvement: Les Cypret
Library Board: Nicole Shoaf
Library Board: Mary Gaarder
Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

Comments from Council:
Dr. Reid Adams thanked Council for the opportunity to attend the MML conference in Columbia recently, and commented that it was a great educational conference. She stated she was asked to serve on the State Finance and Tax Committee for MML and she accepted.

Mayor Shaw thanked Health Director Dan Pekarek and Jillian Doherty for their presentation during the informal council meeting.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RS MO, as amended, 2018. This meeting, record, and vote to be closed.

Motion by Mr. Stanley, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

There being no further business, the meeting adjourned at 7:03 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-133 Agreement between the City of Joplin and Dalton-Killinger Construction Co. for the construction of the Turkey Creek WW Treatment Admin./Lab Modifications Project.

MEETING DATE
July 1, 2019

ORIGINATING DEPT
Public Works-Operations

ATTACHMENTS
Agreement; Council Bill 2019-133, Bid Tabulation

REVIEWED BY
Dept. Head: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill 2019-133 authorizes the City Manager, or his designee, to enter into an Agreement with Dalton-Killinger Construction Co., in the not to exceed amount of One Hundred Twenty-One Thousand Two Hundred and Ten and no/100 Dollars ($121,210.00) for construction of the Turkey Creek WW Treatment Admin./Lab Building Modifications Project.

BACKGROUND
The City's Turkey Creek Wastewater Treatment Plant (WWTP) was built in the late 1980s. Over the past three decades, the Administration Building's roof has aged to the point where the western portion's roof was sagging. On October 15, 2018, Council approved a contract with Olsson Associates to investigate the causes of the roof deteriorated condition, and to design the repair work. Olsson Associates discovered that the roof trusses had warped over the years, resulting in deteriorated roofing, duct work, ceiling panels, etc. The extent of the water damage requires that a portion of the building's roof and interior be replaced; the repair work includes demolition and replacement of the deteriorated roof, trusses, fascia, suspended ceiling panels and their supports, HVAC ductwork, wiring, lighting, etc.

DISCUSSION
In accordance with the City of Joplin's procurement policies, the project was advertised in the Joplin Globe on May 19, 2019, and bids were received by the City on June 11, 2019. Of the two proposals received, Dalton-Killinger Construction Co. was the lowest, most responsive bidder. The low bid was below the engineer's estimate. The work is expected to be completed by the end of 2019.

FUNDING SOURCE

This project is covered by the Wastewater Treatment Fund (415-4541-540-8015) within the FY 2018-2019 budget.

RECOMMENDATION

Staff recommends approval of Council Bill 2019-133, an agreement with Dalton-Killinger Construction Co., in the not to exceed amount of One Hundred Twenty-One Thousand Two Hundred and Ten and no/100 Dollars ($121,210.00) for construction of the Turkey Creek WW Treatment Admin./Lab Modifications Project on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

BID TABULATION

PROJECT: Turkey Creek WW Treatment Admin./Lab Bldg. Modifications

DATE OF BID OPENING: 11 June 2019

CONTRACTOR	TOTAL BID AMOUNT
Dalton-Killinger Construction Co.	121,210.00
R E Smith Construction Co.	127,000.00
Engineer's Estimate	130,000.00

COUNCIL BILL NO. 2019-133 ORDINANCE NO

AN ORDINANCE approving an Agreement with Dalton-Killinger Construction Co., in the not to exceed amount of One Hundred Twenty-One Thousand Two Hundred and Ten and no/100 Dollars ($121,210.00) for construction of the Turkey Creek WW Treatment Admin./Lab Building Modifications Project.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the Agreement with Dalton-Killinger Construction Co., in the not to exceed amount of One Hundred Twenty-One Thousand Two Hundred and Ten and no/100 Dollars ($121,210.00) for construction of Turkey Creek WW Treatment Admin./Lab Modifications project in the City of Joplin, Jasper County, a copy of which is attached hereto as Exhibit A, be the same and is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Wastewater Treatment Fund (415-4541-540-8015) within the FY 2018-2019 budget.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-133

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Dalton-Killinger Construction Comapny Address: P.O. Box 607 Joplin, MO 64802	
Attention: Lynden Lawson Asst. Public Works Director		Attention: Shane McDaniel	
Department: Operations		Phone: 417 624-0651	Fax:
Phone: 417 624-0820	Fax:	Administration Lab Building Modifications, Turkey Creek WWTP	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

ADMINISTRATION AND LAB
BUILDING MODIFICATIONS
TURKEY CREEK WW TREATMENT FACILITY

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $ 121,210.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal

g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Twenty-One Thousand Two Hundred Ten and 00/100 ($121,210.00) dollars, said amount being subject to any approved addenda or change orders.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____

Printed Name: _____

Title: _____

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

By: _____
David Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-134 Agreement between City of Joplin and Asbell Excavating and Trucking, Inc. for construction of the St. John's Trail project.

MEETING DATE
July 1, 2019

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Agreement; Council Bill 2019-134; Bid Tabulation; Location Map

REVIEWED BY
Dept. Head: David Hertzberg; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill authorizes the City Manager, or his designee, to enter into an agreement with Asbell Excavating and Trucking, Inc. in the amount of Seven Hundred Twenty-Five Thousand Eight Hundred Twenty-Seven and 94/100 dollars ($725,827.94) for the construction of the St. John's Trail project.

BACKGROUND
In July 2015, City Council approved the Capital Plan for the expenditure of CDBG-DR funds which included the construction of the Trails projects. In January of 2016, the City of Joplin approved a contract with Olsson Associates, DBA Joplin Engineering Team (JET), for the design, bidding, and construction management of various disaster recovery projects which included the Mohaska and St. John's Trail Projects. CDBG-DR funds will be used for the construction oversight, testing, and administration of the St. John's Trail project. The St. John's Trail ties into the Mohaska Trail at 28th Street, then runs along the east side of St. John's Boulevard to 32nd Street, consisting of approximately 2,600 linear feet of 10' wide multi-use concrete trail. Additionally, in March of 2017, the City entered into an agreement with the Missouri Highways and Transportation Commission authorizing the use of Transportation Alternatives Funds Program ("TAP") funding to be used for the construction costs of the St. John's Trail, with the TAP funds share capped at 45% of the project cost; not to exceed $202,857.00. The remaining funds for the construction of the St. John's Trail are to be paid out of the City's Parks and Stormwater Tax Funds in the amount of $522,970.94, per an agreement in October 2016 with the Joplin Parks and Recreation advisory board. An amount up to $575,000 of Parks and Stormwater Tax Funds were made available to help fund the Mohaska &/or St. John's Trails projects. In accordance with the City of Joplin's procurement policies, a Request for Proposal for construction of the St. John's Trail project was advertised in the Joplin Globe on May 5, 2019, and bids were received by the City on May 30, 2019. Five proposals were received, with Asbell Excavating and Trucking, Inc. selected as the lowest most responsive bidder. The low bid was within 5% of the engineers estimate. Work will begin after the contract is approved and signed. The work is to be completed by October 18, 2019.

FUNDING SOURCE

This project is to be funded with Missouri Highway and Transportation Commission "TAP" funds along with City of Joplin Parks and Stormwater Tax Funds (TS0510 130-6550-560-8505)

RECOMMENDATION

Staff recommends approval of Council Bill 2019-134, an agreement with Asbell Excavating and Trucking, Inc. in the amount of Seven Hundred Twenty-Five Thousand Eight Hundred Twenty-Seven and 94/100 dollars ($725,827.94) for the construction of the St. John's Trail on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and, as such, this ordinance shall become effective immediately upon its passage.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Joplin, (hereinafter referred to as the Owner) and Jeff Asbell Excavating & Trucking Inc. of Carl Junction, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

St John's Walking Trail

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 20___.

City of Joplin, acting by and through the
Interim City Manager

By _____
Dan Pekarek, Interim City Manager

ATTEST: (SEAL)

_____
Barbara Golhoffer, City Clerk

Jeff Asbell Excavating & Trucking Inc.

By _____
Authorized Contractor Signature

_____
Printed Name of Signatory

ATTEST: (SEAL)

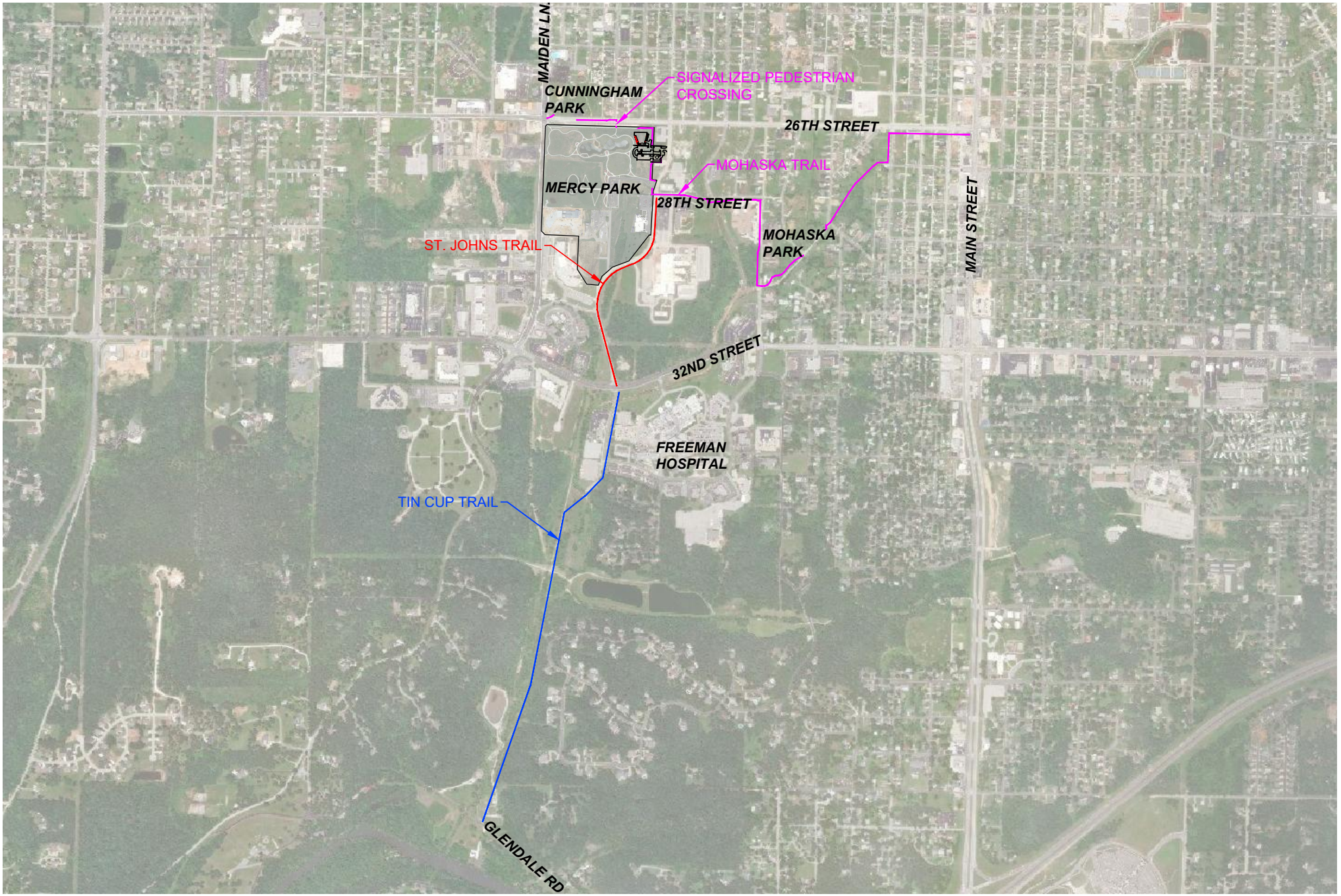
_____
[Attest Person Title Here and Printed Name]

BID TABULATION

PROJECT: St. John's Trail

DATE OF BID OPENING: May 30, 2019

CONTRACTOR	BID
Asbell Excavating & Trucking, Inc.	725,827.94
D & E Plumbing, Inc.	763,908.00
A.T. Urban Development, Inc.	791,424.00
Sprouls Construction, Inc.	833,970.00
Engineers Estimate	**693,985.00**


MAIDEN LN.
CUNNINGHAM PARK
SIGNALIZED PEDESTRIAN CROSSING
26TH STREET
MOHASKA TRAIL
MERCY PARK
28TH STREET
MOHASKA PARK
MAIN STREET
ST. JOHNS TRAIL
32ND STREET
FREEMAN HOSPITAL
TIN CUP TRAIL
GLENDALE RD

COUNCIL BILL NO. 2019-134 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Asbell Excavating and Trucking, Inc. in the amount of Seven Hundred Twenty-Five Thousand Eight Hundred Twenty-Seven and 94/100 dollars ($725,827.94) for the construction of the St. John's Trail project, and authorizing the City Manager, or his designee, to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with Asbell Excavating and Trucking, Inc. in the amount of Seven Hundred Twenty-Five Thousand Eight Hundred Twenty-Seven and 94/100 dollars ($725,827.94) for the construction of the St. John's Trail project.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Asbell Excavating and Trucking, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the City's Parks and Stormwater Tax Funds (TS0510 130-6550-560-8505).

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2019, by a vote of_____.

Gary L. Shaw, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

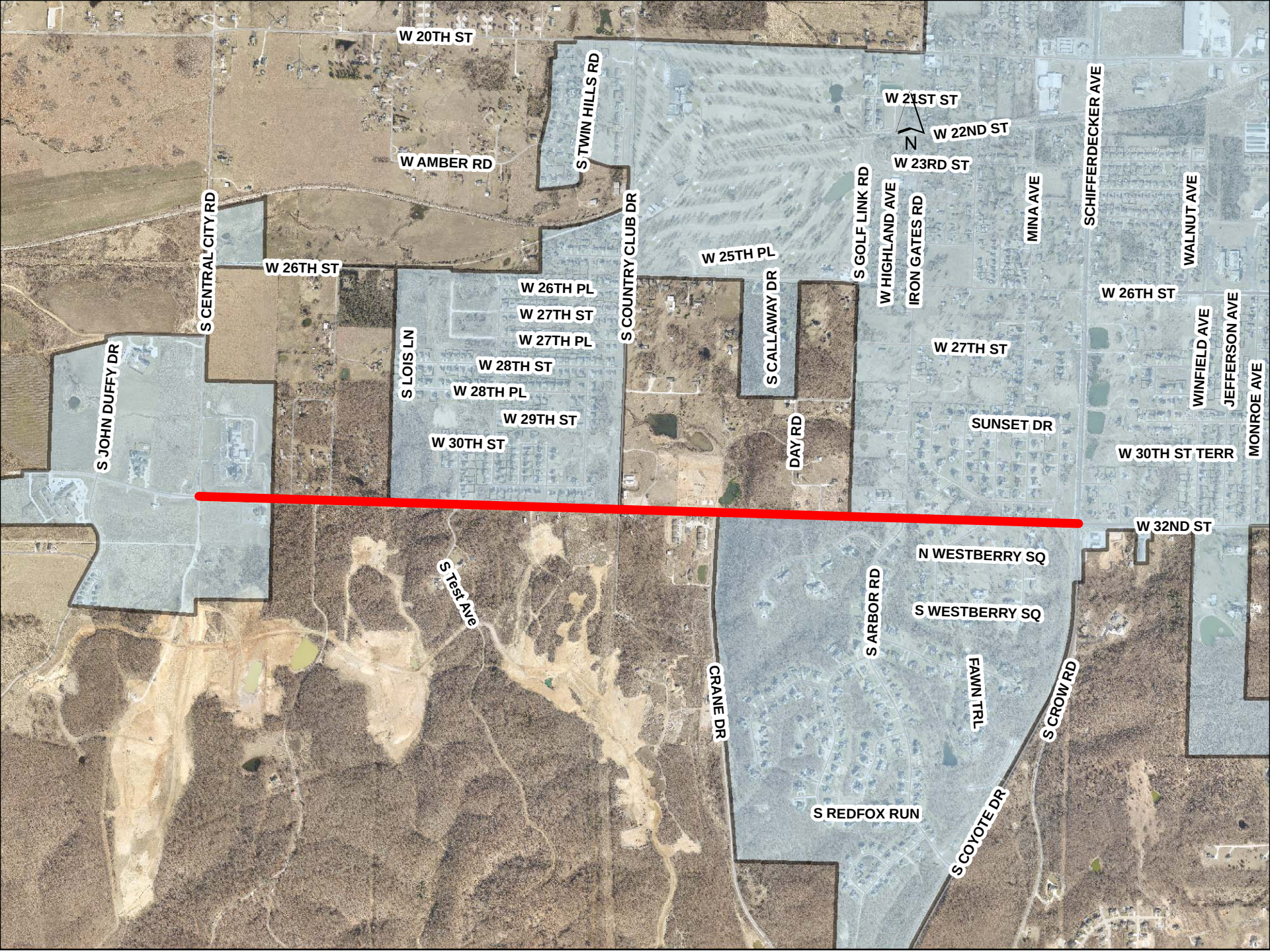
Peter C. Edwards, City Attorney

Council Bill 2019-134

I hereby certify that a sufficient amount is available in the Parks and Stormwater Tax Fund (TS0510 130-6550-560-8505) to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance


W 20TH ST
S TWIN HILLS RD
W AMBER RD
S CENTRAL CITY RD
W 26TH ST
S COUNTRY CLUB DR
W 25TH PL
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W 27TH PL
W 28TH ST
W 28TH PL
W 29TH ST
W 30TH ST
S LOIS LN
S JOHN DUFFY DR
S CALLAWAY DR
DAY RD
W 21ST ST
W 22ND ST
W 23RD ST
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
MINA AVE
SCHIFFERDECKER AVE
WALNUT AVE
W 26TH ST
W 27TH ST
WINFIELD AVE
JEFFERSON AVE
MONROE AVE
SUNSET DR
W 30TH ST TERR
W 32ND ST
N WESTBERRY SQ
S WESTBERRY SQ
S ARBOR RD
FAWN TRL
S CROW RD
S Test Ave
CRANE DR
S REDFOX RUN
S COYOTE DR
N

COUNCIL BILL NO. 2019-135 ORDINANCE NO

AN ORDINANCE authorizing the acceptance of an agreement with Olsson Inc, in the not to exceed amount of Ninety Two Thousand Eight Hundred and No/100 Dollars ($92,800.00) for right of way negotiation services for the 32nd Street Widening Project; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That an agreement be accepted with Olsson Inc. in the not to exceed amount of Ninety Two Thousand Eight Hundred and No/100 Dollars ($92,800.00) for right of way negotiation services for the 32nd Street Widening Project, for the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized and directed to execute said agreement on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-135

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-135
Olsson Inc., Right of Way Negotiation Services Agreement for 32nd Street Widening Project

MEETING DATE
July 1, 2019

ORIGINATING DEPT
Public Works Engineering

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance- Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager-Daniel Pekarek

ATTACHMENTS
Council Bill No. 2019-135; Location Map, Agreement with Olsson Inc.

SUMMARY
This Council Bill Authorizing the approval of an agreement with Olsson. Inc. in the amount not to exceed Ninety Two Thousand Eight Hundred and No/100 Dollars ($92,800.00) for right of way negotiation services.

BACKGROUND
In August of 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd street from Schifferdecker to Central City Road. In September 2015 the council approved an agreement with Olsson & Associates for the design and construction management of the project. Final right of way plans have been completed, a public meeting was held to review the final plans with area property owners, and right of way negotiations for the 58 parcels are ready to begin.

DISCUSSION
City staff followed the procurement policy and sent out a Request for Proposal (RFP) to qualified appraisers. Based on the submitted proposals, city staff selected Olsson Inc. as the negotiation service for the project.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2019-135, an agreement with Olsson, Inc.in the amount of Ninety Two Thousand Eight Hundred and no/100 Dollars ($92,800.00) for appraisal services for the 32nd Street widening project on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY	ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**	Name: Olsson Address:702 S. Main, Joplin, MO 64801	
Attention: David Hertzberg	Attention: Clayton Cristy, P.E. and Jack Schaller, P.E.	
Department: Public Works Dept.	Phone: 417 781-0643	Fax:
Phone: 417 624-0820 Fax:	32nd Street Right of Way Negotiation	

WORK AUTHORIZATION NUMBER 32nd St. ROW Negotiation
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES dated Sept. 21, 2015

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A.***

2. **Addition to Services.** The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A*****,** provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. Term. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A.***

4. **Costs not to Exceed.** The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment.**

a. Conditioned upon acceptable performance. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A,*** which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A.***

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number 32nd St. ROW Negotiation exceed the sum of Ninety-Two Thousand Eight Hundred and 00/100 Dollars ($92,800.00).

6. **Insurance.** Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability...$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

APPROVED AS **TO FORM**

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date:

Engineer:

By:_____

Printed Name:

Title:_____

Date: _____

By:_____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

32ND STREET RIGHT OF WAY NEGOTIATION

We estimate that to negotiate the acquisition of right-of-way for the fifty-eight (58) parcels our not-to-exceed negotiation fee is $92,800.

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to insure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the city staff for the arrangement of payments to the property owners. A record of negotiations will be available to the city at all times upon request. If negotiations are not successful after three attempts the city will be notified that the negotiating activity has ceased and we will request direction on how to proceed from the City of Joplin.

For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: The City of Joplin will provide with a notice to proceed [1] all applicable title commitments: [2] approved right-of-way plans and individual tract plats if available; [3] legal descriptions of right-of-way acquisition; [4] a copy of each appraisal with supporting documents from Contract Fee Appraiser. [5] The City of Joplin will provide vacancy notices to each owner when applicable. [6] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

OLSSON BILLING RATE SCHEDULE

Description	Range
Principal	109 - 381
Project Manager	103 - 189
Project Professional	94 - 168
Assistant Professional	47 - 143
Designer	84 - 178
CAD Operator	32 - 116
Survey	43 - 171
Construction Services	40 - 189
Administrative/Clerical	29 - 130

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AGREEMENT FOR
PROFESSIONAL RIGHT OF WAY APPRAISAL SERVICES

THIS AGREEMENT, made on this July 2, 2019, by and between the City of Joplin, Missouri, whose address is 602 Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Deborah Pearson & Co, Inc., 2802 Illinois Av, Joplin, MO 64804 hereinafter referred to as the "Appraisal Firm" for professional right of way appraisal services on Connecticut Avenue from 32nd to north of the I-44 Bridge west to Central City Road, herein referred to as the "Project".

WHEREAS, the City desires to retain a professional appraisal firm to assist the City in performing right of way appraisals for fifty (50) parcels on Connecticut Avenue from 32nd Street to north of the I-44 Bridge, in Joplin, Missouri, as outlined by your correspondence on April 22, 2019. For purposes of this agreement, a parcel is defined as a tract of land as per County records even if more than one parcel is owned by same owners.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Appraiser agrees to diligently perform in a professional and workmanlike manner the following services:

1. Perform right of way appraisals on the project as more specifically set forth in the Description of Services, attached hereto as Attachments A & B incorporated by reference.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Appraiser's duties and obligations under this Agreement. The Appraiser will complete its services in accordance with the Project Timeline as more specifically set forth in Attachment "A".

ARTICLE III - GENERAL CONDITIONS

1. The Appraisal Firm shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary insurance.

2. The Appraisal Firm shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Appraisal Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Appraisal Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraisal Firm, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Appraisal Firm shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Appraisal Firm. The Appraisal Firm shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope, type of report requested, change in project plans creating a change in a report or any other Appraisal Firm's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President of the Appraisal Firm.

ARTICLE IV - RESPONSIBILITIES

The Appraisal Firm shall:

1. Provide a staff that is experienced in performing the work.

2. Deliver in a timely manner all services specified herein.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with The Uniform Standards of Professional Appraisal Practice. If Appraisal Firm fails to meet the foregoing standard, Appraisal Firm will perform at its own cost, and without additional reimbursement from City the Appraisal practices necessary to correct errors and omissions caused by Appraisal Firms failure to comply with above standard provided said errors or omissions are reported to the Appraisal Firm within one year from the completion of Appraisal Firm's services for this Project.

ARTICLE V - COSTS AND PAYMENTS

1. The City will be billed by invoice for professional time and services provided by the Appraisal Firm in the amount of $992.00 per parcel and $100 an hour for all other services as outlined in Attachment B. The cost per parcel is based upon the bid for fifty parcels and is subject to change if the number of parcels change hereafter. Each appraisal submitted will include an invoice as described above.

2. Appraisal Firm shall prepare and submit an invoice to the City as each appraisal is delivered to the City and City will pay said invoice within thirty (30) days of receipt; and (b) For any additional services requested or changes, the Appraisal Firm shall submit an invoice for the service at the time the report or service is completed as provided in Attachment "B" for all additional services required and/or rendered. Said additional services shall include, but not limited to: any meetings, phone conversations, appearances, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above will be billed at $100 per hour.

ARTICLE VI - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

ARTICLE VII – MISCELLANEOUS

1. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Appraisal Firm be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

8. TERMINATION. City may terminate this agreement at any time, without cause, by giving written notice of termination to Appraisal Firm. In the event of termination, Appraisal Firm shall be compensated for all work performed through the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE APPRAISAL FIRM

BY: _____
Deborah Pearson, President

FOR THE CITY

BY: _____
Dan Pekarek, Interim City Manager

ATTEST: _____
Barbara Gollhofer, City Clerk

APPROVED TO FORM:

_____
Peter C. Edwards, City Attorney

ATTACHMENT "A"

Whereas the City has requested and the Appraisal Firm has agreed to complete right of way appraisal reports for the following project:

1. Connecticut Avenue from 32nd street South to the Bridge (as outlined by the plans submitted to the appraiser as of 5-23-19) completed no later than 5 months after the appraiser completes the appraisal reports for the 32nd Street Widening Project..

This timeline is also assuming the 32nd Street project (from Schifferdecker to Central City Road) will be completed first with a timeline of 6 months. The total timeline for both projects is estimated to be 11 months assuming no delays beyond the appraiser's control. This timeline is subject to the appraiser receiving all necessary documentation, information, title work, final plan sheets, etc. from the City in a timely manner.

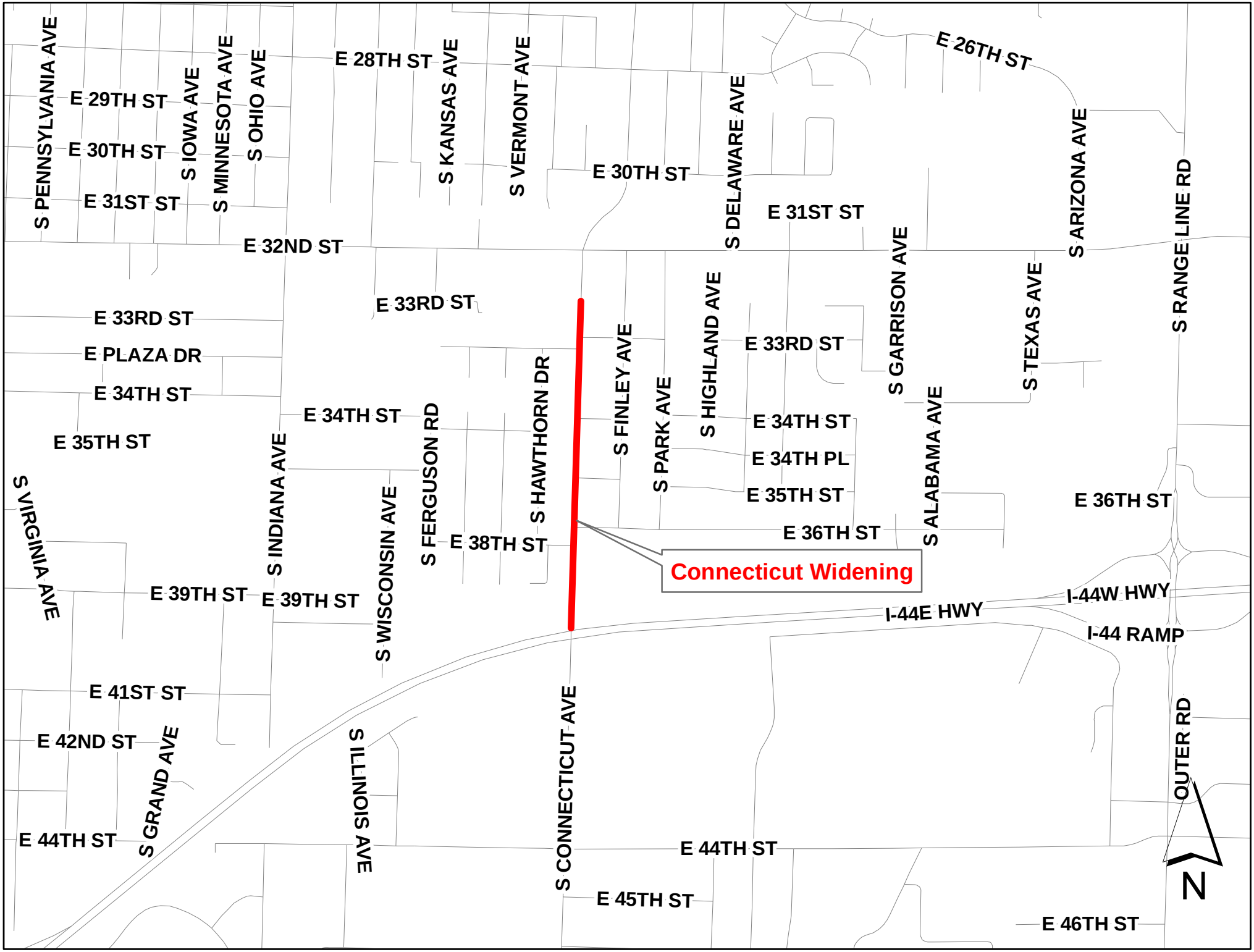
The above referenced timelines assume no delays from sources outside the Appraisal Firm. Note the timelines are the last dates all reports will be completed within this section, assuming no delays beyond the appraiser's control.

ATTACHMENT "B"

All additional services for the project will be provided at the hourly rate of $100.00 per hour. Said additional services shall include, but not limited to: meetings, phone conversations, appearances, testimonies, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above. Appearance and meeting fees will be calculated by the appraiser leaving and returning to the office with a minimum of two-hour fee per appearance or meeting.

Additionally, any changes in the scope of work, plan changes, etc. beyond the appraiser's control that occur after the appraiser receives completed plans and begins working on the project that results in changes to the appraiser's internal documentation or reports shall be billed as outlined in Attachment "B".

If additional parcels are added after the execution of this contract, said parcels with be billed per parcel as stated in the contract.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S WISCONSIN AVE
E 36TH ST
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E 38TH ST
E 36TH ST
Connecticut Widening
E 39TH ST
E 39TH ST
I-44W HWY
I-44E HWY
I-44 RAMP
E 41ST ST
E 42ND ST
S GRAND AVE
S ILLINOIS AVE
S CONNECTICUT AVE
OUTER RD
E 44TH ST
E 44TH ST
E 45TH ST
E 46TH ST
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COUNCIL BILL NO. 2019-136 ORDINANCE NO

AN ORDINANCE authorizing the acceptance of an agreement with Deborah Pearson & Co. Inc, in the not to exceed amount of Forty Nine Thousand Six Hundred and No/100 Dollars ($49,600.00) for appraisal services for the Connecticut Avenue Widening Project, 32nd Street to I-44; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That an agreement be accepted with Deborah Pearson & Co., Inc. in the not to exceed amount of Forty Nine Thousand Six Hundred and No/100 Dollars ($49,600.00) for appraisal services for the Connecticut Avenue Widening Project, 32nd Street to I-44, for the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager or his designee is hereby authorized and directed to execute said agreement on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2019 by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2019-136

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-136 Deborah Pearson & Co. Inc., Appraisal Services Agreement for Connecticut Avenue Widening Project, 32nd Street to I-44

MEETING DATE
July 1, 2019

ORIGINATING DEPT
Public Works - Engineering

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance- Leslie Haase, City Attorney – Peter C. Edwards, Interim City Manager-Daniel Pekarek

ATTACHMENTS
Council Bill No. 2019-136; Agreement with Deborah Pearson & Co. Inc.; Map

SUMMARY
This Council Bill Authorizing the approval of an agreement with Deborah Pearson & Co. Inc. in the amount not to exceed Forty Nine Thousand Six Hundred and No/100 Dollars ($49,600.00) for appraisal services.

BACKGROUND
In August of 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Connecticut Avenue from 32nd Street to 44th Street. In December 2016 the council approved an agreement with Bartlett & West, Inc. and Allgeier, Martin & Associates Team for engineering services for the project area between 32nd Street and I-44. Final right of way plans have been completed, a public meeting was held to review the plans with area property owners, and the appraisal process for the 50 parcels is ready to begin.

DISCUSSION
City staff followed the procurement policy and sent out a Request for Proposal (RFP) to qualified appraisers. There was only one proposal received, city staff selected Deborah Pearson & Co. Inc. as the appraiser for the project.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2019-136, an agreement with Deborah Pearson and Co. Inc. in the amount of Forty Nine Thousand Six Hundred and No/100 Dollars ($49,600.00) for appraisal services for the Connecticut Avenue Widening Project, 32nd Street to I-44 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-614: authorizing the City of Joplin to enter into an agreement with Fire Master Fire Apparatus, for the purpose of purchasing a Ferrara Rescue Fire Apparatus, for the not to exceed price of Three-Hundred Eighty Five Thousand and Twenty Eight and 00/100 Dollars. ($385,028.00)

MEETING DATE
July 1, 2019

ORIGINATING DEPT
Fire

ATTACHMENTS
CB2019-614 Ordinance; Exhibit A: Fire Master Agreement; Bid-Tab(Non-Hgac), Bid-Tab (Hgac)

REVIEWED BY
Dept. Head: James Furgerson; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek; Finance Director Leslie Haase

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Fire Master Fire Apparatus for the purpose of purchasing a Ferrara Rescue Fire Apparatus.

BACKGROUND
This Council bill proposes the purchase of a Ferrara Manufacturing rescue fire apparatus ("rescue truck"). This pricing offered to the Joplin Fire Department is based on utilizing the cooperative purchasing agreement through the Houston Galveston Area Council, known commonly as HGAC, to specify and purchase this fire apparatus. In February of this year we solicited bids from several vendors and received three bids ranging from a low of $479,193.00 to a high of $559, 905.00. Due to these high prices, all bids were rejected and City staff decided to go through HGAC to solicit bids. We received three proposals ranging from a low of $385,028.00 to a high of $439.848.00. Over the last several years and throughout the United States, hundreds of fire apparatus have been purchased utilizing the HGAC program. In Missouri, numerous cities have purchased apparatus for their fire departments under this program.

The HGACBuy Program is over thirty (30) years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. The engineering and technical specifications of the rescue truck meet all of the needs of the City of Joplin.

FUNDING SOURCE
The Fiscal Year 2019 budget included replacing this vehicle at $375,000.00. As a result, this ordinance includes a budget amendment in the amount of $13,528.00 to cover the additional cost.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

Apparatus Contract

AGREEMENT- Made this _____ day of _____ **2019** between **Fire Master Fire Equipment, Inc.** (hereafter known as "Fire Master") and the **City of Joplin** (Hereafter known as "BUYER") utilizing the Houston-Galveston Area Council (HGAC) Contract in accordance with the conditions written below and the specifications and addendum(s) attached, including specifically Fire Master Fire Equipment's bid proposal package, which are made part of this Contract. This agreement does not become binding until it is agreed to and accepted in writing and is properly signed by an officer of Fire Master Fire Equipment, Inc.

TERMS OF PAYMENT- The Buyer agrees to purchase **One (1) Ferrara HD Rescue on a Ketworth T370 Two-Door Chassis** for the total sum of **Three Hundred Eighty-Five Thousand Twenty-Eight Dollars and 00/100 ($385,028.00)**, excluding any taxes, to be paid in full, **UPON DELIVERY AND ACCEPTANCE OF THE APPARATUS.** The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

Payment shall be made directly to **Fire Master Fire Equipment, Inc.** Payment shall be made in United States Currency. No checks or any other form of payment shall be made to any sales representatives, dealer, agents, etc.

DELIVERY- Delivery shall be F.O.B **Joplin, MO** within **210** calendar days after receipt of the approved signed off pre-construction changes. Fire Master shall not be held liable for damages for failure to make deliveries as a result of fire, flood, riots, strikes, chassis shortages, or delays caused by its suppliers, any act of God or any other circumstances beyond Fire Master's control.

INSPECTION- The BUYER shall inspect the apparatus immediately upon delivery and shall give written notice of any defects with Thirty (30) days. The vehicle(s) shall be deemed accepted if the BUYER fails to give such notice. The BUYER expressly waives any rights the BUYER may have to revoke acceptance after the Thirty (30) day period.

WARRANTY- Each vehicle manufactured by Ferrara Fire Apparatus, Inc. shall be warranted according to the provisions contained in the Ferrara Fire Apparatus, Inc. Warranty Certificate enclosed with the bid proposal package.

ASSIGNMENT- The rights and obligations of the BUYER under this Agreement shall not be assigned or transferred without the prior written consent of Fire Master.

AMENDMENT (S) - No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless produced in writing and properly executed by a duly authorized officer of Fire Master and a representative of the BUYER.

NOTICES- All notices under this Agreement must be certified mail, return receipt requested.

GOVERNING LAW- This Agreement shall be governed by the laws of the State of Missouri and venue shall exclusively lie in Jasper County, Missouri.

AGREED this _____ day of _____, 2019.

CITY OF JOPLIN

Buyer: _____
(Authorized Signature for Buyer)

Printed: _____

Title: _____

Name, Address, & Phone Number of Fire Department:

City of Joplin
602 S. Main Street
Joplin, MO 64801

Fire Master Fire Equipment, Inc.

Signed: _____
(Christopher B. Thompson, Territory Manager)

Signed: _____ SEAL:
(Randy Shelton, President)

FERRARA

REV GROUP

Ferrara Commercial Medium Rescue

06-06-2019

Joplin Fire Department

Joplin, Missouri

Fire Master Chris Thompson

FERRARA
REV GROUP

Shop Order

Joplin Fire Department
303 East 3rd Street
Joplin, MO 64801

RSM: Jim Stover
Inside Rep: John "Stevie Stiles

Exp. Date: 05/22/2019
Quote No: 11088-0002

RESCUE:	FMR-40-200	Rescue - Medium Duty
LEGALS:	FFA-00-500	Legals - Rescues
CHASS-COMM:	FCC-40-200	CHASSIS - Commercial Rescue MD
CHASS-MODS:	FCM-40-200	Chassis Mods - Commercial 2-Door MD Rescue
BODY:	FBR-41-400	Bodies - Rescue Walk Around, Medium Duty
BODY-CMNT:	FBC-40-200	Body Components - Rescue Med/Heavy
ELE-CMPNT:	FEC-40-200	Elec. Components - Rescue Medium-Duty
PAINT:	FPC-10-700	Paint - Rescue
WRNTY-MNLS:	FWM-60-200	Warranty / Manuals - Rescue Commercial
EQUIPMENT:	FEP-40-200	Loose Equipment Pkg. - Rescue Med/Heavy
ADMN-PROMO:	FPA-10-000	Adminstration

05/01/2019

PART NO	S		DESCRIPTION	QTY
			== Legals - Rescues - 419.001 04/03/19 ==	***1***
00-04-0620			***Apparatus Purchase - HGAC Contract***	***1***
00-12-0420			Manufacturer - Virtual	1
00-12-0620	***S***	***<***	***Principal Dimensions***	***1***
			Overall Length: ~29' 4-1/2"	
			Overall Height: ~9' 7"	
			Wheelbase: ~198"	
			Cab to Axle: ~130"	
00-12-0820			Certified Welders	1
00-12-1020			Body Weight	1
00-14-0220		***>***	***Drawings - Proposal***	***1***
00-14-0620			Drawings - Approval	1
00-16-0220			***Pre-Construction Conference - Factory, (Airfare/Lodging/Meals) Per Person***	***3***
00-16-6220			***Final Inspection - Factory (Airfare/Lodging/Meals) Per Person***	***4***
00-18-0620			***Vehicle Transportation - Over the Road (Per Mile) - FFA ONLY !!!!!***	***646***
00-18-1820	***S***		***Delivery Time: Calendar Days***	***210***
00-18-2020			Vehicle Familiarization & Demonstration	1
00-22-0220			Service Contacts	1
00-22-0620			Company Service Vehicles	1
00-22-0820			Replacement Parts	1
			== CHASSIS - Commercial Rescue MD - 419.001 04/03/19 ==	***1***
			COMMERCIAL CHASSIS - 2 DOOR, RESCUE	**1**
00-G8-0220	***S***	***>***	***CHASSIS - Kenworth T370 (35K GVW/2-Door/380 Engine)***	***1***
			== Chassis Mods - Commercial 2-Door MD Rescue - 419.001 04/03/19 ==	***1***
02-A8-2420			***Relocate Tow Hooks - Commercial Chassis***	***1***
			FRONT BUMPERS / COMPONENTS / ACCESSORIES	**1**
02-C4-2820	***S***		***Front Bumper Extension - 26"***	***1***
02-D2-0220			***Gravelshield - Front Bumper Extension***	***1***
02-K2-1020			***Receiver Hitch - Below Front Bumper, Class 4***	***1***
02-K2-1420	***X***		***Receiver Hitch - Left/Right Body Wheel Well***	***2***
02-K2-1620			***Receiver Hitch - Below Rear Bumper, Class 4***	***1***
02-K6-0620			***Additional 12V Power Connectors (3) - Portable Winch***	***1***

PART NO	S	DESCRIPTION	QTY
02-M6-4020		***Mechanical Siren - DS Pedestal Mount (P7), Federal Q2B***	***1***
02-M8-0220		***Siren Wiring - Active in Response Mode Only***	***1***
02-M8-1020		***Switches - Siren (2), Driver/Officer Side Floor***	***1***
02-P4-1020		***Air Horns (2) - Fender Mounted Driver/Passenger's Side***	***1***
02-P6-0620		***Switch - Air Horn, (2) Driver/Officer Side Floor***	***1***
02-P8-0420		Air Horn Wiring - Active All Modes	1
02-R6-0820	***S***	***Siren Speakers (2) - Driver Side, Whelen SA315P***	***1***
04-E4-2020		Mud Flaps - Front	1
		SINGLE AXLE / TIRES / WHEELS / COMMERCIAL	**1**
04-S6-1220		Tire Pressure Monitor (Single Rear Axles) - LED Alert	1
04-T4-2220		***Wheel Trim - Baby Moons/Lincoln Hats***	***1***
04-T8-0220		***> Automatic Tire Chains - On Spot***	***1***
		AIR BRAKE SYSTEM / COMPONENTS	**1**
06-B4-8020		***Air Auto Eject - Kussmaul 091-28***	***1***
06-B8-0420		***Cover - Air Auto Eject Red, Kussmaul 091-55RD***	***1***
06-B8-4000	***X***	***25' Air Hose w/ Air Chuck***	***1***
		ENGINE / COMPONENTS / CHARGING SYSTEMS	**1**
08-E8-4420		***< > Battery / Air Charger - Pump Plus 1200, Kussmaul 52-21-1100***	***1***
		The battery charging system shall be located within the cab behind the driver's seat.	
08-G4-2020		***> Receptacle - Kussmaul 20 AMP Super Auto-Eject 091-55-20-120***	***1***
08-G4-4220	***S***	***Receptacle Location - Driver's Side Front Body Corner***	***1***
08-G6-0220		***Cover - Super Auto Eject Yellow, Kussmaul 091-55YW***	***1***
08-G8-2020		***Bar Graph Display - Remote, Kussmaul 091-199-01***	***1***
08-G8-4020		***Bar Graph Location - Driver's Seat Riser***	***1***
08-G8-8220		***Plate - Shore Power Inlet***	***1***
		EXHAUST SYSTEM / COMPONENTS	**1**
10-M2-0620		Exhaust System - Run to Front of Right Rear Wheels	1
		COMMERCIAL CAB - EXTERIOR TRIM COMPONENTS	**1**
14-E4-0620		***Exterior Trim - Deluxe Chassis Trim (2 Door Cab)***	***1***
		COMMERCIAL CAB - INTERIOR TRIM COMPONENTS	**1**
14-J2-0420		***> Console - Cab Center (Custom)***	***1***
14-J4-0220		Interior Trim - Lower Door Panels Reflective Material (2 Door Cab)	1
		COMMERCIAL CAB - INSTRUMENTS AND CONTROLS	**1**
14-K4-1020		Vehicle Data Recorder (VDR)	1
14-K6-1020		Light - Battery On Indicator	1
14-K6-1220		Light - Ignition On Indicator	1
14-K6-2220		Switch - Master Load Disconnect	1
14-K6-4420		> Load Manager /with High Idle	1
14-K6-4620		Switch Panel - 6 Position	1
16-M2-2920		***Radio Antenna Mount - MNO***	***2***
16-M2-6220		***> 12-Volt Power and Ground Studs (3)***	***1***
16-M4-2620		***Electronic Siren - Whelen 295HFS2***	***1***
16-M4-8020		***Switch - Horn Ring Siren, Electric Siren***	***1***
		COMMERCIAL CAB - INTERIOR LIGHTING	**1**
16-P2-6220		Light - Open Door, LED	1
16-R4-0820		***Lights (2) - Engine Maintenance, LED***	***1***
		COMMERCIAL CAB - EXTERIOR ILLUMINATION	**1**
18-D2-0620		***Lights (2) - LED Cab Ground, Whelen 20C0CDCD***	***1***
		AUDIO / VISUAL COMMUNICATION SYSTEMS	**1**
18-J2-0220	***S***	***Intercom System - Wired (2) Position, David Clark***	***1***
18-J4-0220		***Intercom Station - David Clark U3800***	***1***
18-J4-1020		***Junction Modules - David Clark U3805***	***1***
18-J4-2020		***> Radio Interface Cords - David Clark***	***1***
18-J6-0220		***Driver's Headset Station - David Clark U3815***	***1***
18-J6-0420		***Officer's Headset Station - David Clark U3811***	***1***
18-J6-1015	***X***	***Single Ear Headset - David Clark H3441 (Each)***	***1***
18-J6-1020		***Dual Ear Headset - David Clark H3442 (Each)***	***1***
18-K4-2020		***Headset Hooks (Each)***	***2***
18-M6-0220		***Camera - Back Up w/Color Monitor, Federal Signal CAMSET70-NTSC4B***	***1***

PART NO	S		DESCRIPTION	QTY
			NFPA SAFETY SIGNS	**1**
18-P2-0220			Safety Signs - General Requirements	1
18-P2-0420			Safety Signs - Battery Explosion, FAMA01	1
18-P2-0620			Safety Signs - Rotating Shafts, FAMA02	1
18-P2-0820			Safety Signs - Hot Surfaces, FAMA03	1
18-P2-1020			Safety Sign - Hot Exhaust, FAMA04	1
18-P2-1220			Safety Sign - Spinning Fan, FAMA05	1
18-P2-1420			Safety Signs - Seated & Belted, FAMA07	1
18-P2-1620			Safety Sign - Air Conditioning Refrigerant, FAMA09	1
18-P2-1820			Safety Sign - Cab Equipment Mounting, FAMA10	1
18-P2-2020			Safety Sign - Fire Service Tire Rating, FAMA12	1
18-P2-2220			Safety Sign - Electronic Stability Control, FAMA13	1
18-P2-2420	***S***		***Safety Sign - Cab Seating, FEMA14***	***1***
18-P2-2620			Safety Signs - Helmet Worn in Cab, FAMA15	1
18-P2-2820			Safety Sign - Vehicle Backing, FAMA17	1
18-P2-4020			Safety Signs - Intake/Discharge Cap Pressure, FAMA18	1
18-P2-4220			Safety Signs - Hose Restraint Required, FAMA22	1
18-P2-4420			Safety Signs - Climbing Method Instruction, FAMA23	1
18-P2-4620			Safety Signs - Riding on Exterior, FAMA24	1
18-P2-4820			Safety Sign - Pump Training, FAMA25	1
18-P2-6020			Safety Signs - No-Step, FAMA26	1
18-P2-6220			Safety Sign - Siren Noise, FAMA42	1
18-P4-1020			Safety Sign - Apparatus Movement Warning	1
18-P6-0220			Plate - Fluid Capacity	1
18-P6-0420			Plate - Overall Height/Length/Weight	1
			== Bodies - Rescue Walk Around, Medium Duty - 419.001 04/03/19 ==	***1***
42-A4-0420			***Body - Medium Duty Walk Around Rescue, 102" Wide Extruded Aluminum***	***1***
42-A4-0425	***X***		***Body Length - 18'***	***1***
42-A8-1020			***Body Sub frame - Extruded Aluminum***	***1***
42-A8-2220			***Body/Compartment Construction - 102" Wide Body***	***1***
42-A8-4220			***Wheel Well Panels & Fenders - Body, Painted Aluminum***	***1***
42-B6-0420	***S***	***<***	***Compartments - Left Side (42/42/58/43 w/70" Interior Height)***	***1***
			L1	
			There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.	
			L2	
			There shall be second front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.	
			L3	
			There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 58" wide x 38" high x transverse. The compartment shall have a usable door opening of approximately 55-1/2" wide x 29-1/4" high.	
			L4	
			There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 43" wide x 70" high x 29" deep. The compartment shall have a usable door opening of approximately 40-1/2" wide x 61-1/4" high.	
42-C2-4221		***>***	***Compartment Doors - Left Side Roll Up, ROM PAINTED***	***4***
42-C2-6020	***S***	***>***	***Electric Door Locks - Roll-Up Doors***	***4***
42-D6-0420	***S***	***<***	***Compartments - Right Side (42/42/58/43 w/ 70" Interior Height)***	***1***
			R1	

PART NO	S		DESCRIPTION	QTY
			There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.	
			R2 There shall be second front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.	
			R3 There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 58" wide x 38" high x transverse. The compartment shall have a usable door opening of approximately 55-1/2" wide x 29-1/4" high.	
			R4 There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 43" wide x 70" high x 29" deep. The compartment shall have a usable door opening of approximately 40-1/2" wide x 61-1/4" high.	
42-E2-4221		>	*Compartment Door - Right Side Roll Up, ROM Painted*	*4*
42-E2-6020	*S*	>	*Electric Door Locks - Roll-Up Doors*	*4*
44-A4-0620	*S*	<	*Compartment - Center Rear, Full Height*	*1*
			B1 There shall be one-(1) front compartment installed at the rear of the apparatus. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 38" wide x 70" high x 46" deep. The compartment shall have a usable door opening of approximately 35-1/2" wide x 61-1/4" high.	
44-A8-4221			*Compartment Door - Rear Roll Up, ROM Painted*	*1*
44-A8-6020	*S*		*Electric Door Locks - Roll-Up Doors*	*1*
58-E2-0620		< >	*Compartments (4) - Roof Top Storage*	*1*
			Each compartment shall have a grommet mount LED installed to the compartment inner door pan that activates when the door is open.	
64-B4-0420			*Compartment - Wheel Well Double Air Bottle, Left Rear (SIG4)*	*1*
64-B6-6220			*Compartment - Wheel Well Double Air Bottle, Right Rear (SIG4)*	*1*
66-A2-0420			Body Trim Package	1
66-A2-1620	*S*		*Exterior Trim - Treadplate, Front of Body*	*1*
66-A2-4420			Mud Flaps - Rear	1
66-A2-4620			Rub rail - Extruded Aluminum	1
66-A4-1020			*Step - 12" Rear, Aluminum Tread Plate*	*1*
66-A4-8420		<	*Access Ladder - Rear Mounted, Knurled Aluminum*	*1*
			The access ladder shall be provided on the driver's side rear of the apparatus.	
66-A4-8820			Tow Eyes (2) - Rear, Below Body	1
			== Body Components - Rescue Med/Heavy - 419.001 04/03/19 ==	*1*
66-B2-0620		< >	*Unistruts - Aluminum, Per Compartment*	*9*
			There shall be one-(1) set of vertically mounted unistrut provided within each body compartment.	
66-B2-8620	*S*	<	*Shelf - Adjustable, 90" Deep*	*2*
			These two-(2) full depth shelves shall be installed full width/depth of the engineers compartment (L1/R1).	

PART NO	S		DESCRIPTION	QTY
66-B2-8620		<	***Shelf - Adjustable, 45" Deep***	***9***
			Exact locations to be determined in the pre-construction conference.	
66-C2-4620	***S***	<	***Tray - 1000 Pound Roll-Out, 45" Deep***	***4***
			Exact locations to be determined in the pre-construction conference.	
66-D4-0620		<	***Tool Board - Vertical Roll Out, 45" Deep x Full Height***	***4***
			Exact locations to be determined in the pre-construction conference.	
66-F4-1020			***Turtle Tile - Compartment Floors, Black (Per Compartment)***	***9***
66-F4-1620			***Turtle Tile - Compartment Shelf/Tray, Black (Per Shelf/Tray)***	***13***
			== Elec. Components - Rescue Medium-Duty - 419.001 04/03/19 ==	***1***
			***** ELECTRICAL / COMPONENTS / ACCESSORIES *****	**1**
70-A2-2020			Electrical System - Apparatus Body	1
70-A2-4020			Electrical System - 12 Volt Testing	1
70-A2-6020			12-Volt Wiring Protection - Split Loom	1
70-A2-8020			EMI/RFI Protection	1
			AUDIBLE WARNING DEVICES	**1**
70-B2-0220		>	Back Up Alarm - 107 dB, Whelen WBUA107	1
			INTERIOR COMPARTMENT LIGHTING	**1**
70-E2-2220		< >	***Light - LED Compartment, On Scene Solutions Access Series***	***18***
			Locations: There shall be two-(2) LED strip lights mounted vertically, one-(1) each side, within the door opening of each compartment.	
70-H2-0220		>	Switch - Compartment Door Ajar Indicator	1
72-G8-2220		<	***Zone A Upper Light Bar - 55" LED, Whelen Freedom IV F4N2QLED w/2 Additional LEDS***	***1***
			This lightbar shall include the following:	
			Two (2) red flashing forward facing LED modules.	
			Two (2) clear flashing forward facing LED modules.	
			Two (2) red flashing front corner LED modules.	
			One (1) Blue flashing driver side facing LED module.	
			One (1) Blue flashing officer side facing LED module.	
72-G9-0220		>	***Opticom Emitter - Lightbar Mounted, GTT 795H LED***	***1***
72-M8-4620			***Zone B/D Upper Body Side Front Lights (2) - Red/Blue w/Clear Lens M6 LED, Whelen***	***1***
72-P8-4620			***Zone B/D Upper Body Side Rear Lights (2) - Red/Blue w/Clear Lens M6 LED, Whelen***	***1***
72-S8-0220			***Zone C Upper Outboard Lights (2) - Red/Blue w/Clear Lens M9 LED, Whelen M9J***	***1***
74-B8-4820	***S***		***Zone A Lower Lights (2) - Red/Blue w/Clear Lens M6 LED, Whelen M6J***	***1***
74-C8-9820		>	***Zone B & D Lower Front (2) - Red/Blue w/Clear Lens M6 LED, Whelen M6J***	***1***
74-D8-8820			***Zone B & D Lower Midship (2) - Red/Blue w/Clear Lens M6 LED, Whelen M6J***	***1***
74-G8-1420			***Zone B & D Lower Rear (2) - Red/Blue w/Clear Lens LINZ6 LED, Whelen LINZ6J***	***1***
74-H8-2620			***Zone C Lower Lights (2) - Red/Blue w/Clear Lens M6 LED, Whelen M6J***	***1***
74-J4-0620			***Stop/Turn/Reverse Lights - LED, Whelen M6***	***1***
74-J4-2620			***Housing - Rear Tail Light Assembly, M6FCV4***	***1***
74-J8-1220		>	***Light - LED Rear Directional, Whelen TAL85***	***1***
74-J9-0220			***Rear Directional Light Mounting - Surface Mount***	***1***
74-J9-6020			***Control Head Location - Traffic Light, Centered Top of Dash***	***1***
			12-VOLT APPARATUS LIGHTING / ACCESSORIES	**1**
74-L0-2220			Lights - LED Clearance and Maker	1
74-L2-0420			***Light - LED Underbody, Whelen 20C0CDCR***	***4***
74-L2-4020			Light - LED License, Whelen OSC0EDCR	1
74-L2-4820		<	***Light - LED Perimeter Illumination, Whelen PELCC***	***2***
			The lights shall be located on the rear of the apparatus to illuminate the tail board. The lights shall be activate by the work light switch.	
74-P2-1620			***Lights (2) - M6 LED Scene, Whelen M6ZC***	***3***
74-P4-2020		>	***Scene Light Locations - Side of Body, Upper Front Corners***	***1***
74-P4-2222			***Switch - Front Body Side Scene Light Activation, Cab Mounted***	***1***

PART NO	S		DESCRIPTION	QTY
74-P4-4020		>	*Scene Light Locations - Side of Body, Upper Rear Corners*	*1*
74-P4-4220			*Switch - Rear Body Side Scene Light Activation, Cab Mounted*	*1*
74-P4-8020		>	*Scene Light Locations - Upper Rear of Body, Outboard*	*1*
74-P4-8220			*Switch - Upper Rear Scene Light Activation, Cab Mounted*	*1*
76-A0-1600			*Generator Package - Below Apparatus*	*1*
76-A2-4020			*Generator - 25 KW PTO, Onan Protec YD 25*	*1*
76-B6-0220			*Generator Power Take Off (PTO)*	*1*
76-B6-0420			*Light - Indicator, Generator PTO*	*1*
76-B8-4020	*S*		*Cover - Generator*	*1*
76-B8-6020			*Plate - Generator Power Source Specification*	*1*
76-C2-0620		>	*Breaker Panel - 240/120V 12-Leg, General Electric*	*1*
76-C4-1020			*120-Volt Wiring Protection - Split Loom*	*1*
76-C6-0220			*Electrical System Requirements/Testing - 120-Volt*	*1*
76-D4-0620		< >	*Receptacle - 20 AMP/120V Twist-Lock, NEMA L5-20*	*6*
			Two (2) 120 volt exterior outlets on each side of the front of the body.	
			- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R)	
			Two (2) 120 volt exterior outlets, one (1) each side near rear wheel well area.	
			- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R).	
			Two (2) 120 volt exterior outlets on each side of the rear of the body.	
			- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R).	
76-H2-2220	*S*	<	*Junction Box - 120V w/20 AMP Receptacles, Akron EJBX*	*2*
			Each electrical junction box shall be equipped with two-(2) L5-20 receptacles and two-(2) 20A straight blade (household) receptacles as specified by the user.	
76-H2-8020		< >	*Bracket - Junction Box*	*2*
			A total of two (2) mounting brackets shall be provided and installed inside the front forward left compartments direct beneath each installed cord reel.	
76-H4-0420			*Receptacle - PF51G-3 Twist-Lock L5-15*	*2*
76-N2-0620			*Tripod Light Locations - Rear of Body*	*1*
76-N6-2820		>	*Light - 120 Volt LED Tripod, FRC Spectra SPA600-K20*	*2*
78-A2-1020		>	*Reel - Electric Rewind Cord w/200' of 10-3, Hannay ECR1618-17-18*	*2*
78-A2-2040			*Electrical Cord Color - Yellow*	*2*
78-A4-0220			*Hose/Cord Rollers*	*2*
78-A4-0420			*Hose/Cord Stop - Hannay HS-3*	*2*
78-A4-0620			*Plate - Power Rewind Reel*	*2*
			== Paint - Rescue - 419.001 04/03/19 ==	*1*
80-C2-0220			Paint - Body/Cab	1
80-C2-2620	*S*	>	*Cab Paint Color/Code: Special*	*1*
80-D2-0620		< >	*Paint - Interior Compartment, "F-Shield" Extruded Bodies*	*1*
			Color: Dark gray.	
80-D2-2020		>	*Paint - Interior Compartment Hardware, "F-Shield"*	*1*
80-E2-1820			*Stripe - Scotchlite, 1-6-1 Triple*	*1*
80-E4-0620			*Striping Color: Gold*	*1*
80-E4-4620			*Pin Stripe/Secondary Stripe Color: Black*	*1*
80-E4-8020			*Striping Layout: Straight Down Cab/Body*	*1*
80-E8-0220			Striping - Rear Body, Reflective Chevron	1
80-E8-0620			Chevron Striping Colors: 3M Red & Lime Green	1
80-E8-4020			Reflective Material - Designated Walking Surfaces	1
80-G2-0220			Lettering - 3" Spun Gold w/Shade	1
80-H2-0620			*Decals/Maltese Cross (2)*	*1*
			== Warranty / Manuals - Rescue Commercial - 419.001 04/03/19 ==	*1*
98-A2-0420			Warranty - Body Parts & Labor, 2-Year	1

PART NO	S	DESCRIPTION	QTY
98-A2-1020		Warranty - Cab/Chassis Parts & Labor, 2-Year	1
98-A4-0420		Warranty - Body Structure, 10-Year/100,000 Miles	1
98-A6-0220		Warranty - Body Paint/Perforation, 10 Year	1
98-A8-4220		Warranty - Cummins Engine, 5-Year/100,000 Miles	1
98-A8-4420		Warranty - Allison Automatic Transmission, 5-Year/Unlimited Miles	1
98-A8-4620		Warranty - Anti Lock Brake System, 3-Year/300,000 Miles	1
98-B2-1820		Manuals - Apparatus Body & Components	1
98-B2-2220		Safety Guide - FAMA	1
98-B2-6020		Wiring Diagrams - Cab/Chassis, Standard	1
98-B2-6620		Wiring Diagrams - Apparatus Body, Standard	1
		== Loose Equipment Pkg. - Rescue Med/Heavy - 419.001 04/03/19 ==	***1***
90-A2-0820	>	Equipment Package - NFPA 1901 2016, Fire Department Supplied	1
94-G2-1820	***<***	***Light - w/Charging Base, Streamlight Fire Vulcan LED Orange 44451***	***2***
		One shall be mounted on the front wall of the front compartment of each side of the apparatus. Exact locations determined during the pre-construction conference	
96-C2-0220	***<***	***Wheel Chocks (2) - Folding, Ziamatic SAC-44-E w/Mounting Bracket***	***2***
		The brackets shall be mounted on each side of the apparatus just in front of the rear axle.	
96-J2-0220		***Miscellaneous Hardware Bag***	***1***

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APPARATUS PURCHASE

The specified apparatus will be purchased off the HGAC contract.

VIRTUAL MANUFACTURING

The manufacturer shall have a web site available for the customers to 'watch' their unit being produced. The "Trucks in Production" shall be updated a minimum of three-(3) times per week.

The web site shall also include documentation of cab and body crash tests, take a virtual tour of the production facility, videos of both current and new innovative products, updates on trade shows, photos of new deliveries and the opportunity to include customer 'Action Photo's.

Customer shall be able to access the web site without the requirement of a password.

PRINCIPAL DIMENSIONS

The apparatus shall have the following dimensions:
Overall Length: ~29' 4-1/2"
Overall Height: ~9' 7"
Wheelbase: ~198"
Cab to Axle: ~130"

CERTIFIED WELDERS

The manufacturer shall employ individuals that are certified aluminum and stainless steel welders. The welders shall be certified by an outside testing laboratory. The certifications shall be available for viewing through the Human Resources office upon request.

BODY WEIGHT DOCUMENTATION

The manufacturer shall weigh each body prior to mounting on the chassis. The information shall be included in the documentation of the finished vehicle. Each body produced by the manufacturer shall be weighed, not just one body per model.

DRAWING, PROPOSAL

There shall be a proposal drawing submitted to the Fire Department. This drawing shall be a visual interpretation of the apparatus proposed.

DRAWING, APPROVAL

Prior to construction, the contractor shall provide three-(3) approval drawings of the apparatus for the fire department's review. The drawings shall show such items as the chassis being utilized, lights, horns, sirens, pump panels, and all compartment locations and dimensions. The blueprint shall be a visual interpretation of the unit as it is to be constructed, In the event of discrepancies on the print the specifications shall prevail. The buying authority shall sign all drawings. One-(1) print shall be retained by the Fire Department, the dealer/sales representative shall retain one-(1) print, and one-(1) print shall be returned to the manufacturer.

PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held at the factory prior to the actual construction of the vehicle(s). The conference will be held in the manufactures facility with Three (3) representatives of the Fire Department and appropriate representatives of the manufacturer.

Transportation, lodging and meals will be the responsibility of the manufacturer.

INSPECTION TRIP, FINAL

There will be a final inspection for Four (4) representatives of the buying authority at the facility where the apparatus is being constructed. The inspection trip will be completed when the apparatus is complete. Factory and Sales representatives will be available at the time of inspection.

The final inspection will include as a minimum:

-Full access to the build file and factory personnel to provide answers for any issues found.
-Unit will be placed on a lift that will allow full inspection of the undercarriage.
-Road test shall be accommodated.
-Unit will be taken to pump test area where the pump and plumbing can be inspected while flowing water.
-General apparatus orientation and operation shall be provided at the pump test pit.

Transportation, lodging and meals will be the responsibility of the manufacturer.

VEHICLE DELIVERY/TRANSPORTATION

To insure proper break-in of all components while still under warranty, the apparatus shall be delivered over the road under its own power (Rail and/or truck freight shall not be acceptable).

DELIVERY TIME

The apparatus shall be delivered within Two Hundred Ten (210) calendar days after receipt of the ordered Kenworth chassis and the approved, signed off, pre-construction changes.

The manufacturer shall not be held liable for changes arising from its failure to make or delay in making delivery because of fire, flood, strike, riot, chassis shortage, accidents, acts of God, or any circumstances beyond our control.

VEHICLE FAMILIARIZATION & DEMONSTRATION

Familiarization and demonstration of the vehicle shall be by a competent and qualified person as defined in the current standard of NFPA 1901 standard.

Familiarization of the vehicle shall include the following:

How to locate gauges or indicators and check all fluid levels and operational issues of the vehicle

How to tilt the chassis cab or hood assembly for access to the engine, fire pump, or aerial control, or any other device to allow access to fluids or for required maintenance

Interior cab controls, instruments, mirrors, safety devices or alarms, brake operations, transmission control, pump

controls, exhaust regeneration (if provided), seat adjustments, warning light engagement, and other operational equipment

If the apparatus is provided with a fire pump system, the following minimum instructions:

a) Setting of parking brake, proper transmission gear, and fire pump engagement operations
b) Throttle control
c) Primer and tank-to-pump operation
d) Use of pressure control devices
e) Tank refilling operations
f) Proper operation of discharge controls
g) Proper shutdown and draining of system

If the apparatus is provided with a generator, the following minimum instructions

a) Proper engagement if driven by the chassis
b) Startup, operation, and shutdown of generator
c) Monitoring of controls and instruments

If the apparatus is provided with a foam system, the following minimum instructions:

a) Startup, operation, and shutdown of foam system
b) Setting of foam percentages and other operational settings
c) Proper flushing and draining of the system

If the apparatus is provided with a water tower or aerial device, the following minimum instructions:

a) Positioning and locating the vehicle for safe operations
b) Chassis parking brakes and engagement of hydraulic system
c) Deployment of stabilization devices and use of ground pads
d) Operation of elevation, extension, and rotation of the aerial device
e) Operation of waterway, nozzle, and other firefighting devices of aerial device
f) Operation and use of breathing air system (if provided)
g) Specific aerial device maintenance and service areas for operators
h) Shutdown and return to service operations
i) Operation of tip controls and platform controls
j) General familiarization and demonstration of aerial device
k) Review of all safety devices, interlocks, and operational Hazards

MANUFACTURER SERVICE CONTACTS

The manufacturer must have a 24 hour/ 7 day a week, toll-free emergency hot line. The manufacturer must be capable of providing both in-house and on-site service for the apparatus. The service technicians shall be EVT certified in compliance with NFPA 1071 classifications F2 through F6. On-site service and maintenance shall be the primary function, to eliminate the vehicle having to leave the fire department jurisdiction. Copies of the certifications shall be made available through the Human Resources office.

SERVICE VEHICLES

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The manufacturer shall have a minimum of 10 full time, company owned, service vehicles. The vehicles shall be available 24 hours a day, seven days a week to respond to customer needs. The Service Vehicles shall be operated by full time EVT Certified Technicians.

REPLACEMENT PARTS

Replacement parts shall be available directly from the manufacturer, as well as the dealer and or service centers.

CHASSIS

Model	
	T370 SERIES CONVENTIONAL Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches;Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.
	T370 Class 7: medium-duty Conventional.
	Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).
	CARB Idle Emissions Reduction Feature for PX-7 and PX-9
	CARB Exempt Application Emergency Vehicle Only.
	Medium-duty 4x2 automatic.
	Fire apparatus
	Fire truck service. Vehicles used in fighting fires. Typically have pumps, etc., mounted in the body. Road usage: minimum 5% Class B and maximum 5% Class D.
	Fire truck-pumper
	U.S. Domestic Registry, 50-State
Engine & Equipment	
	PACCAR PX-9 380EV 2017 380@2000 368@2100 1150@1400 Emergency Vehicle includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 75...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09260 P14 65...Maximum Accelerator Pedal Vehicle Speed N09300 P19 65...Maximum Cruise Speed N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance

N09400 N206 10...Maximum Active Distance
N09420 N201 0....Reserve Speed Limit Offset
N09440 P11 NO...Engine Protection Shutdown
N09460 P06 NO...Gear Down Protection
N09480 P26 2100.Max PTO Speed
N09500 P02 NO...Cruise Control Auto Resume
N09520 P04 NO...Auto Engine Brake in Cruise
N09540 N209 0....Expiration Distance
N09560 P520 YES..Enable Idle Shutdown Park Brake Set
N09580 P32 5....Timer Setting
N09600 P233 YES..Enable Impending Shutdown Warning
N09620 P234 60...Timer For Impending Shutdown Warning
N09640 P516 35...Engine Load Threshold
N09680 P33 NO...Idle Shutdown Manual Overrule
N09720 P230 YES..Enable Hot Ambient Automatic Overrule
N09740 P46 40...Low Ambient Temperature Threshold
N09760 P56 60...Intermediate Ambient Temperature Threshold
N09780 P47 80...High Ambient Temperature Threshold

Prospector Version 43.1
Replaces 43.0

Effective VSL Setting NA

Engine Idle Shutdown Timer Disabled

Enable EIST Ambient Temp Overrule

Eff EIST NA Expiration Miles
Use only with MX and Cummins engines

Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.

Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.

Air inlet ember separator NFPA compliant for fire applications.

Fan Hub: Horton 2-Speed for ISL9, ISL-G,
PX-8 or PX-9

Cooling module: 1000 square inches
T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.

Exhaust: 2017 EPA Horizontal Series DPF/SCR For
PX-9 w/ Horizontal Tailpipe Below RH Rail.

Fuel Filter:Fleetguard FS1003
Fuel/Water Separator for PX-9

Run Aid:None
*For Fuel Filter

Start Aid:None
*For Fuel Filter

	Engine block heater plug mounted LH fender bracket.
	Block heater, PACCAR 750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .
	Oil pressure sender for pump panel gauge VDO 360-009.
	Alternator: Delco 40SI 320 amp Brushless with battery voltage sense
	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.
	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.
	Cab Power Cutoff SW on Cab Floor
	NFPA Compliant - Engine Shut off
	Multi-function engine connector for body builder interface for Cummins.
	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).
	Jump start terminals under hood.
	Body Builder Battery Power Prewire
Transmission & Clutch	
	Transmission: Allison 3000EVS 5-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Emergency Vehicle Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.
	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.
	One bolted centerbearing crossmember. This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.
	Torque converter included w/Allison Transmission.
	Auto neutral not required this application.

	Customer-installed split shaft PTO Informational only, nothing additional is provided.
	J1939 Park Brake Auto Neutral
	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.
Front Axle & Equipment	
	Meritor MFS12E PLUS 12.5K rated at 12K 3.5in. drop standard track.
	Front brakes included w/ front hub package.
	Integral Knuckle for Air Disc Brake, for use on Meritor MFS PLUS Steer Axle
	Bendix 14.6K Air Disc Brake. Package includes splined rotor for air disc brakes with aluminum Preset hub pilot hubs, hubcaps. For use w/ 22-1/2in. Wheels.
	Front Springs: Taperleaf 12K w/ shock absorber 54 in. T270/370 only for use on air disc brakes/RSD 2010+ chassis w/ 22.5in. wheels only.
	Single power steering gear: 13.2K for air brakes.
	Front Disc Brake Pad/Rotor Dust Sheilds Air Disc Brakes Only.
Rear Axle & Equipment	
	Single Dana Spicer S23-172 single reduction axle, single rear axle rated at 23K.
	Rear Axle Ratio - 5.38.
	Single rear brakes included w/rear hub package.
	26K air brake package includes 16-1/2x7 in. brakes, cast drums, iron 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.
	Spring Brake: 3036 single.
	Bendix 4S/4M anti-lock brake system w/ air traction control (ATC) and electronic stability program (ESP) for full truck. Must code for additional body information.
	Tanker height less than 75 in. from top of frame rail
	Rear suspension: single Reyco 79KB multileaf 26K with helper spring. Medium duty. Unladen Height: 10.8 in. Laden Height: 8.1 in. Not rear air disc brake compatible.
	Bolted rear suspension crossmembers for Reyco 79KB. Replaces T3 standard.

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Tires & Wheels

Front Tires: Goodyear Endurance RSA 11R22.5 16PR

Rear tires: Goodyear G182 RSD 11R22.5 16PR.
42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.

Rear Tire Quantity: 4

Front Wheel: Alcoa 88367 22.5x8.25 aluminum with
Lvl One [TM] finish, hub-pilot mount. 7,400 lb. maximum rating. Air disc brake compatible.

Rear Wheel: Alcoa 88367 22.5x8.25 aluminum with
Level One [TM] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.

Rear Wheel/Rim Quantity: 4

Frame & Equipment

Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.
to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.

Bumper: Aerodynamic Chrome Requires a bumper
setting code.

40.9 in. Bumper setting. Requires a bumper code.

Removable Front Tow Hooks: 2.

Front mudflaps.

Custom Frame Layout: one chassis

Battery box: Narrow steel parallel under cab
with aluminum diamond plate cover with step. LH under cab. Battery box is 150 mm narrower than the standard battery box. Use with two or three batteries and small round DEF tank LH under cab. Air tanks will be frame mounted. Air dryer must be frame mounted or under the hood. Use with RH under exhaust.

Battery box location: LH Side.

Five-piece bolted crossmember assembly with 12mm
frame fasteners, center and rear frame.

Bolted Rear Cab Support Crossmember.
Replaces T3 standard.

Square end-of-frame w/o crossmember; non-towing.

Fuel Tanks & Equip

Fuel Tank: 75 US gallon 24.5in. aluminum under

replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.

Small round DEF tank. 11 gallons of
usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.

Fuel Tank Steps: 6in. wide upper & lower F/1 RH
under round tank 24.5in. NFPA Compliant. Includes fuel tank crossbrace.

Polish only one aluminum tank.

Polished cover for 1 DEF tank any size.

Polished stainless steel tank straps for 1 tank.

Standard DEF to fuel fill ratio: 2:1 or greater.

DEF tank location is on the LH.

Location: 75 gal fuel tank RH under cab

Cab & Equipment

Cab: Curved Glass Conventional.
Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.

Hood: Sloped aerodynamic hood includes
grill & separate bumper.

Cab heater: W/integral defrosters & A/C 45,000
btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.

Adjustable telescoping tilt steering column.

Four position ignition switch, keyless.

Available for fire truck service & EMT/emergency service only.

Gauge: Dash mounted air filter restriction gauge.

Instrument package: Includes speedometer,
tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.

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Cab interior: Pinnacle. Includes vinyl headliner
& cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.

Driver seat: Kenworth Air cushion Plus HB vinyl.
Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.

Rider seat: Kenworth Toolbox Plus HB vinyl.
Standard features include fixed base and backrest, tool box seat base w/ door, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted with a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.

NFPA Compliance Kit: Includes seat occupancy
sensors. Seat belt switches, VDR & seat sensor harness, reflective labels, and a second copy of operators manual.

Kenworth Radio Bluetooth: FM/WB/USB and Bluetooth
ashtray, 1 lighter, 1 12V outlet & a storage compartment.

Dome lamp over driver door.

Self cancelling turn signal: W/head light dimmer
switch .

Cab access contoured grabhandles, LH/RH.

LH & RH NFPA Compliant Grabhandles

Daylite Door: LH/RH includes RH peeper window

Solenoid, switch & wiring for customer-installed
air horn on T300 chassis. If the chassis has hydraulic brakes, it will require code 1000307 for Accessory air system for hydraulic brakes.

Look-Down, Pass. Door, Stainless 8.5x4.4

Mirror: Dual Kenworth aerodynamic heated
motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.

Electric-powered LH & RH door window lifts.

Switch located on door.

Solid rear wall. Deletes rear cab window.

Exterior aerodynamic sunvisor w/ integral marker
lights.

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Lights & Instruments

Headlamps: Halogen Projector Low Beam, Halogen

Complex Reflector High Beam

Marker Lights: Five aerodynamic, LED mounted in
sunvisor.

Turn Signal Lights: Mounted on fender

LED Stop,Turn,Tail: With Two LED

Backup Lights and With An LED License Plate.

Daytime Running Lamps.

Body Builder Lighting Harness Coiled End Of Frame
For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.

Circuit Breakers: Replacing fuses. Does not
apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.

Air Equipment

Air Dryer Bendix AD-IS heated Puraguard

Moisture ejection valve: Two Bendix DV-2 drain
valves on service tanks use w/ AD-IS only. Heated.

Extended Warranty

Base Warranty - PACCAR PX-9 Engine
24 months / 250,000 miles / 402,336 km / 6250 hours.

Severe Service Medium-duty Warranty: 1-year/
50,000 miles.

Paint

Paint color number(s).
N97020 A - L0235 RED
N97040 B - 99 SUPER BLACK
N97200 FRAME N0001 BLACK

Bumper Unpainted

Day Cab Premium Paint

2 - Color Cust Design – Day Cab – Lo Complex

Must submit design for approval. A Custom Design and Color Layouts order form is required with all custom designs. When transmitting ETO Electronic Paint Order, please submit all custom forms to Kenworth Sales Department, Attn: Paint Coordinator. Custom paint designs will be reviewed on a case by case basis. Approval or disapproval is at the discretion of Kenworth Truck Company. Consult with your paint coordinator if the chassis paint sketch includes any of the following items: Items attached to the frame or below the frame are to be painted a color that is different than the frame paint color, Items attached to the cab or sleeper are to be painted a color that is different than the cab or sleeper paint color, The requested paint number cannot be identified as a number or type approved by Kenworth.

Base coat/clear coat.
The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.

RELOCATE TOW HOOKS

The tow hooks provided on the commercial chassis shall be relocated. The exact location shall be determined at the pre-construction meeting.

FRONT BUMPER EXTENSION

There shall be a twenty-eight six (26”) frame extension provided. The extension shall be made from heavy-duty steel in both C-channel and tubular shapes. The frame rail extension material shall measure 7” high x 3-1/2” wide x .375” wall thickness.

The extension rails shall be bolted to the chassis frame rails through reinforcement plates, backed by the engine mounting cross member. Fasteners utilized shall be Grade 8 bolts.

GRAVELSHIELD

A gravelshield constructed of 1/8" (.125") embossed aluminum tread plate shall be installed above the frame extension between the bumper and the front face of the cab.

RECEIVER HITCH, BELOW FRONT BUMPER

One-(1) Class 4 receiver hitch shall be installed below the front bumper centered between the frame rails utilizing grade eight bolts.

There shall be one-(1) 12v quick connect battery powered lead wired to the chassis electrical system to supply a portable winch. The connector shall be located at the receiver location.

A safety sign FAMA28, shall be located on or near the receiver or anchor stating the maximum straight line pull rating.

RECEIVER HITCHES, LEFT/RIGHT SIDE OF BODY

Two-(2) Class 4 receiver hitches shall be installed, one-(1) each side in the forward portion fo the the left and right side body wheel wells utilizing grade eight bolts.

A safety sign FAMA28, shall be located on or near each receiver or anchor stating the maximum straight line pull rating.

RECEIVER HITCH, BELOW REAR BUMPER

One-(1) Class 4 receiver hitch shall be installed below the rear bumper utilizing grade eight bolts.

A safety sign FAMA28, shall be located on or near the receiver or anchor stating the maximum straight line pull rating.

12 VOLT WINCH QUICK CONNECTS

There shall be three-(3) 12v quick connect battery powered leads wired to the chassis electrical system to supply a portable winch. The connectors shall be located, one-(1) at each receiver location.

MECHANICAL SIREN

One (1) Federal Signal Q2B siren model #Q2B-012PSD electro-mechanical siren shall be mounted on the extended front bumper, driver's side outboard. The Q2B siren shall be a streamlined, chrome plated siren designed to provide reliable and long-life operation. The electro-mechanical siren shall produce the distinctive Q2B sound that is a registered trademark of Federal Signal, and shall be provided with a heavy duty clutch and an electric brake.

The Q2B siren shall measure 10.5” high x 14” long x 10” deep and shall produce 123 decibels at ten feet. The siren shall operate off the vehicles 12V system. The Q2B siren shall be pedestal mounted in the front of emergency vehicles.

The siren brake switch shall be located within reach of the driver.

SIREN WIRING

The siren activation switch shall be wired thru the chassis park brake and operate in the "Response Mode" only.

SIREN FOOT SWITCHES

Two-(2) foot operated switches shall be installed, one-(1) on each side on the driver and officer's side wired to the mechanical siren.

AIR HORNS

There shall be two-(2) 24" Grover air horns installed in compliance with NFPA on the front fenders one-(1) each side, plumbed to the chassis air supply system thru an air protection valve, manufactured from spun brass material with an easily separated die cast sounding unit for serviceability.

AIR HORN FOOT SWITCHES

Two-(2) foot operated switches shall be installed, one (1) on each side on the driver and officer's side wired to the air horn(s).

AIR HORN WIRING

The air horns shall be active in both the "Scene" and "Response Mode".

SPEAKERS

Two driver's side speakers shall be a Whelen Projector model SA315P wired to the electronic siren. The all-weather siren speaker shall incorporate a 100 watt front loaded speaker driver installed in an all-weather black nylon composite base.

MUD FLAPS, FRONT

The front axle mud flaps shall be constructed from hard black rubber and installed behind the tires.

TIRE PRESSURE MONITORING SYSTEM

Each tire installed on the apparatus shall be equipped with a tire pressure monitoring device. The device shall consist of a valve stem cap to with an LED tire alert to indicate tire pressure conditions. The LED shall flash when the tire drops 8 psi below the factory setting.

STAINLESS STEEL WHEEL TRIM

The front and rear axle wheels shall be trimmed with stainless steel hub and lug nut covers. The front axle's hub cover shall be equipped with holes for oil level viewing.

TIRE CHAINS, AUTOMATIC

The rear axle shall be equipped with an ON-SPOT automatic tire chain system. The system shall provide instant traction at the touch of a switch, without having to stop the vehicle.

The driver's dash shall have an electric control switch, clearly labeled for operation of the tire chains. The switch shall be provided with a guard to prevent accidental deployment of the tire chains. The switch when activated shall open a frame mounted solenoid, allowing air from the chassis air system to enter the spring loaded air cylinder and lower the chain wheel. The rubber covered chain wheel shall contact the inside of the tire causing the chain wheel to rotate and deploy the chains. The ON-SPOT automatic chains shall have six-(6) lengths of chain, spaced at 60-degree intervals on the chain wheel, ensuring two chains between the tire and road surface for instant traction in slippery conditions whether accelerating, braking, or in a wheel lock up condition. The ON-SPOT chains can be activated with speeds of 2 MPH to 25 MPH. The ON-SPOT chains shall be operable in either forward or reverse for speeds up to 35 MPH.

When the chains are no longer needed the process is reversed, the dash board switch is turned of and the air is exhausted from the cylinder. The return springs in the air cylinder brings the chain wheels back to their resting position.

AIR AUTO-EJECT

The chassis shall be equipped with a KUSSMAUL 091-28 automatic airline disconnects. The Air Eject shall be wired so that when the vehicle is started the Air Eject automatically disconnects the airline thus preventing the vehicle from being driven away with the airline connected.

A Kussmaul weatherproof adapter kit shall provide a recessed mounting for the Air Eject.

The air auto-eject shall be piped through a check valve to the "wet" air reservoir of the chassis. This connection shall maintain the apparatus air system from a shop air source.
The Air Eject cover shall be a Kussmaul 091-55RD, red in color.
One (1) twenty-five (25)-ft. length(s) of air hose shall be furnished with fittings.

An air chuck shall be provided with the air hose. The air chuck shall fit the valve stems that are provided on the tires.

AIR COMPRESSOR/BATTERY CHARGER

A Kussmaul Pump Plus 1200 air compressor and battery charger package Model 091-9-12V-1200 shall be installed. The Auto Pump 12 volt driven air compressor shall ensure that the air brake system is properly pressurized for immediate response of the unit. A pressure switch shall regulate operation and shall automatically sense low air pressure in the brake system and restore the proper pressure. The unit shall have no interference with the vehicle mounted air compressor. The compact compressor shall have sealed bearings and a 15 amp circuit breaker installed in pressure switch assembly. The air compressor power mode selector switch shall select: 1) DC power full time from vehicle battery 2) AC powered only from the battery when vehicle is plugged into shore power and automatically shuts off air compressor when disconnected from shore power.

The air compressor shall have the following ratings:
1) 100 PSI maximum rating
2) Pre-set at 75 PSI "ON" and 95 PSI "OFF"
3) Adjustable differential range of 20 PSI to 100 PSI
4) Output:
   0.30 SCFM @ 80 PSI
   0.35 SCFM @ 60 PSI
5) Rating: 12 volt at 11 amps

The battery charger shall be a Pump Plus 1200 Series 40 amp high output battery charger shall be installed.

The charger shall have the following operational specifications:
a) 120 volts AC input at 10 amps
b) 12 volts DC output at 40 amps

The battery charger shall supply a 'single battery bank' with automatic operation and with an aluminum enclosure. The system shall have a built-in sense circuit to check battery voltage 120 times a second; the system shall compensate for voltage drop in charging wires and provide quick recharging with no over-charging. The unit shall include front panel connections for a remote display and auxiliary loads.

The battery charging system shall be located within the cab behind the driver's seat.

SUPER AUTO-EJECT(S), 20 AMP

There shall be provided one (1) super auto-eject type receptacle(s) model 091-55-20. A solenoid wired to the vehicle starter is energized when the engine is started. This instantaneously drives the plug from the receptacle. The receptacle shall be provided with a weatherproof cover. The cover shall be spring loaded to close, preventing water from entering when the shoreline is not connected. The super auto eject receptacle shall be mounted in a location specified by the department and is designed to accept a 120V AC from a shoreline plug.

The UL maximum allowable amperage draw on receptacles is generally 80% of their listed rating, for example, the 20-amp receptacle should not carry more than 16-amp continuous load. When adding the different amperage draws of the

components being installed on the chassis, be sure to figure in whether the components shall draw a continuous load or intermittent load.
The receptacle shall be located on the driver's side front body corner.
The Auto Eject cover(s) shall be a Kussmaul 091-55YW, yellow in color.

DISPLAY, BAR GRAPH

The charger shall include a model 091-199-001 remote bar graph display.
The remote bar graph display shall be located on the driver's seat rider next to the master battery switch.

SHORE POWER INLET PLATE

A shore-power "Inlet Plate" shall be permanently affixed at or near the power inlet.

The plate shall indicate the following:

- Type of Line Voltage
- Current Rating in Amps
- Power Inlet Type (DC or AC)

EXHAUST SYSTEM

The chassis exhaust pipe and muffler shall be extended to the front of the right rear wheel. Any required heat shields to protect body and/or compartments shall be installed.

DELUXE CHASSIS TRIM PACKAGE

The chassis battery box, fuel tank, and cab steps shall be individually covered with 1/8" (.125") aluminum tread plate.

CENTER CAB CONSOLE

There shall be a custom console installed in the apparatus fabricated from smooth aluminum plate. The design and location of this console shall be determined by the customer. The console shall be sprayed with F-Shield coating.

REFLECTIVE DOOR STRIPING

There shall be 96 square inches of a single color reflective material installed on the inside lower panel of each cab door.

VEHICLE DATA RECORDER

Apparatus shall be equipped with a "Vehicle Data Recorder and Seat Belt Warning System" (VDR/SBW) that is connected to the power train CAN (Controller Area Network) bus consisting of transmission (TCM), engine control (ECM) and anti-lock brake (ABS) modules mounted on the apparatus.

The VDR/SBW shall function per NFPA 1901-2009 sections 4.11 (Vehicle Data Recorder) utilizing the power train's J1939 data and 14.1.3.10 (Seat Belt Warning) using the Class1 "Seat Belt Input Module" for seat occupied and belt status information.

The SBW system shall have the ability to use either normally open (NO) or normally closed (NC) switches (user selectable by "dip switches" at ground potential) for operation. A choice of two different visual displays for Seat Belt Warning shall be available.

The VDR data shall be downloadable by USB cable to a computer using either Microsoft ™ or Apple ™ Operating Systems using Class 1/ OEM supplied reporting software.

LIGHT, BATTERY ON

A green battery on pilot light shall be located in the cab visible from the driver's position. This light shall be wired to the master battery switch.

LIGHT, IGNITION ON

A green ignition on light shall be located in the cab to indicate power to the ignition.

MASTER LOAD DISCONNECT

A master load disconnect shall be provided between the starter solenoid and the remainder of the electrical loads on the apparatus. The batteries shall be connected directly to the starter solenoid.

LOAD MANAGER

The apparatus shall be equipped with a Load Manager System for performing electrical load management. The Load Manager shall have two-(2) modes of operation, a "Calling Right of Way" mode, and a "Blocking Right of Way" mode. The "Blocking Right of Way" mode is activated only when the park brake is set. Load shedding may occur "only" in the "Blocking Right of Way" mode also when the battery voltage level reaches your programmed shed level.

This system shall be designed to activate a fast idle system with low voltage alarm that activates at the NFPA required 11.8 volts.

MASTER LIGHT SWITCH PANEL

All warning lights shall be switched from a master light switch panel mounted in the cab. This panel shall have a master light cutoff switch.

RADIO ANTENNA MOUNT(S)

There shall be two (2) standard antenna-mounting base(s), model MNO, with 17 feet of coax cable and weatherproof cap provided for a two (2)-way radio installation. The mount(s) shall be located on the cab roof, just to the rear of the light bar. The cable(s) shall be routed under the officer's seat.

POWER AND GROUND STUDS

The electrical distribution panel shall include three (3) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 60 amp battery direct load, one (1) power stud shall be capable of carrying up to a 60 amp ignition switched load and one (1) power stud shall be capable of carrying up to a 40 amp ignition switched load. The three (3) power studs shall share one (1) #10 ground stud.

ELECTRONIC SIREN

There shall be one-(1) Whelen model 295HFS2 hands free siren control head mounted in the cab. The 295HFS2 shall incorporate a 12V/200W remote siren amplifier on an aluminum alloy chassis covered by an aluminum alloy housing with a powder coated black top for maximum protection. The 295HFS2 shall be furnished with a flush mount black polycarbonate powder coated control head. The 295HFS2 shall have the ability for either 100 or 200 watt output. The

front overlay of the control head shall be made of a black polycarbonate and powder coated. The lettering and artwork on the overlay shall be illuminated with adjustable backlighting of soft LED non-glaring green. The control head operating controls will consist of a power switch, manual button, and a function rotary switch. The control head shall include a 20A/32V fuse. The microphone shall be hardwired to the 295HFS2. The 295HFS2 PC board shall have input polarity protection, output short circuit protection. The solid state siren speaker amplifier shall be vibration resistant.

The 295HFS2 shall have four Scan-Lock™ siren tones with two manual functions for additional siren tones. The siren amplifier shall have the ability to customize the placement of each siren tone with the rotary switch. The siren amplifier shall have a “Siren in Use” icon driver and adjustable preset repeat radio volume. The PTT (push to talk) switch on the microphone shall override all siren functions. The 295HFS2 shall have a combination On/Off and horn ring transfer switch with Bi-polarity horn/ring activation control. The 295HFS2 shall have SI Test® capability to perform a complete diagnostic silent test of amplifier and speaker(s). The siren amplifier shall have a quick disconnect plug. The 295HFS2 shall have the ability to activate siren tones with “Aux Enable” input either with a slide switch, power controls, or relay-to-ground connector. The 295HFS2 shall meet Class A requirement for SAE, AMECA, KKK1822, and California Title XII. The sire amplifier shall include stainless steel hardware for installation. The 295HFS2 is covered by a five year factory warranty.

SWITCH, HORN/SIREN SELECTOR

A driver controlled horn/siren selector switch shall be installed in the cab and operate either the electric siren or chassis electric horn through the horn ring button.

{Bidder Comply}

LIGHT, DOOR AJAR

A red door ajar LED flashing light shall be mounted in the cab within view of the driver.

The light circuit shall be wired so that the light circuit is deactivated when the parking brakes of the apparatus are applied.

A label shall be applied adjacent to the light 'DOOR OPEN'.

LIGHTS, ENGINE MAINTENANCE

Two-(2) white 4" LED round lights shall be mounted under the cab. The lights shall activated by a switch located under the hood.

LIGHTS, CAB GROUND

There shall be one-(1) Whelen 2G Series model 20C0CDCD 4" LED light mounted under each cab door illuminating the area below providing a safe entrance and exit for cab occupants. All cab ground lights shall automatically activate when any cab door is opened and by a switch located on the dash.

The 12v steady burn light(s) shall incorporate 12 clear LED and a clear optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated coated PC board and lens fitted with foam in place gasket assembly shall provide additional protection against environmental elements. The solid state light shall be vibration resistant. The 20C0CDCD will contain 350 usable lumens. An

installation kit including mounting hardware and rubber gasket shall be provided. The 20C0CDCD will contain a 12" terminated pigtail with a waterproof Deutsch® connector. The light is covered by a five year factory warranty.

HEADSET INTERCOM SYSTEM

A David Clark 3800 series intercom system shall be installed to provide noise suppression while providing clear voice communications for four-(4) seated positions in the cab. There shall be an additional headset connection provided at the pump panel.

Communications are provided by two-(2) 3800 series under the helmet headsets. This system includes:

- MS Connectors 6-Socket
- Power Cord
- 12' Jumper Cord
- 25' Jumper Cord
- Connector Kit
- Protective Caps w/Cord

The driver and officer headsets include the intercom and two-way radio communication functions, while the crew headsets are capable of intercom communications and radio communications listening.

MASTER INTERCOM STATION

One master station shall be provided. The U3800 accommodates two headsets and placed where radio transmit function is not required, adjusts automatically for 12 or 24 VDC power source. Contains system on/off, master volume control, two headset jacks with listen level controls, power input connector, and two remote output connectors. System draws less than 600 milliampere of current.

MOBILE RADIO INTERFACE CORDS

The intercom system shall be provided with one (1) radio interface cables between the Departments radio and the David Clark system for the specified location.

Customer must specify make and model radio.

DRIVER'S HEADSET STATION

There shall be one model U3815 interface module provided for the driver's position. The module combines the transmit/receive functions of a mobile radio. This module has one headset jack with listen level control, one PTT switch, one radio input connector (C3821), two intercom connectors (C38-XX) and one connector allowing use of an optional Foot switch (40017G-04) or other remote PTT.

OFFICER'S HEADSET STATION

There shall be one model U3811 interface module provided for the officer's position. This module provides isolated radio transmit function for one headset and radio receive function for all users. This unit contains one radio PTT switch, one headset jack and listen level control, one system input connection, and one radio input connection.

SINGLE EAR HEADSETS

There shall be one (1) single ear model H3441 headset provided for the one-(1) for each station. The headset shall provide a single plug under helmet radio transmit headset. The headset shall come with an adjustable volume, noise canceling electric microphone, adjustable head strap, and flexible style boom for rotation of right or left dress. It shall have an on/off button located on the microphone. The headset shall provide high clarity speakers and fully shielded EMI/RFI protected 5' coil cord. The headset shall have gel foam ear seals and provide 23 dB of noise reduction.

Each headset shall have a one-(1) year warranty.

DUAL EAR HEADSETS

There shall be one (1) dual ear model H3442 headset provided for the one-(1) for each station. The headset shall provide a single plug under helmet radio transmit headset. The headset shall come with an adjustable volume, noise canceling electric microphone, adjustable head strap, and flexible style boom for rotation of right or left dress. It shall have an on/off button located on the microphone. The headset shall provide high clarity speakers and fully shielded EMI/RFI protected 5' coil cord. The headset shall have gel foam ear seals and provide 23 dB of noise reduction.

Each headset shall have a one-(1) year warranty.

HEADSET HOOKS

There shall be two (2) headset hooks installed one for each station.

BACK UP CAMERA SYSTEM

One-(1) Federal Signal model CAMSET-70 color camera system shall be installed on the vehicle. The system shall be wired to the vehicles 12 volt electrical system. The 7" LCD color monitor shall be installed in cab in easy reach of the driver while in the seated position. The color camera shall be installed facing rearward giving a clear and unobstructed view behind the vehicle. The system shall activate when the transmission is shifted in the reverse position. A switch located on the monitor shall activate the system regardless of the transmissions shifted position.

This system shall consist of the following components:

- One 7" CAMLCD color monitor installed in the cab
- One color camera model CAMCCD-REARNTSC with night vision and audio installed high at the rear of the vehicle
- 65.5 feet of camera-to-monitor extension cable (CAMCABLE-20)
- Multiple camera control box (CAMBOX-4NTSC/CAMBOX-PAL)
- Mounting bracket and hardware (CAMLCD-BRACKET)

SAFETY SIGNS, GENERAL REQUIREMENTS

Safety signs with text shall conform to the general principles of ANSI/NEMA Z535.4, *Product Safety Signs and Labels*. Safety signs without text shall conform to the general principles for two-panel safety signs of ISO 9244, *Earth-Moving Machinery - Machine Safety Labels*.

Apparatus built for sale in the United States shall employ safety signage that complies with ANSI/NEMA Z535.4.

Apparatus built for sale outside the United States shall employ safety signage that complies with ANSI/NEMA Z535.4 or ISO 9244.

Safety signs referenced in this standard beginning with the letters FAMA shall conform to the text and graphics of the referenced safety sign number found in FAMA TC010, *Standard Product Safety Sign Catalog for Automotive Fire Apparatus*.

SAFETY SIGNS, BATTERY EXPLOSION

A safety sign(s) FAMA01, shall be provided near the battery location that warns of potential injury or death that could be caused by the batteries. The label shall also state precautions that should be taken while working on or around the batteries.

SAFETY SIGNS, ROTATING SHAFTS

Safety signs FAMA02, shall be provided on each side of the frame rail and in any other location(s) where rotating shaft hazards are apparent. The label shall warn of potential injury or death that could be caused by the movement of the shaft(s) as well as precautions that should be taken while working on or around them.

SAFETY SIGNS, HOT SURFACES

Safety sign(s) FAMA03, shall be provided near any hot surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

SAFETY SIGNS, HOT EXHAUST

A safety sign FAMA04, shall be provided near any hot exhaust surface that warns of potential injury or death that could be caused by contact with the surface. The label shall also state precautions that should be taken while working on or around the surface.

SAFETY SIGN, SPINNING FAN

A safety sign FAMA05, shall be provided on both sides of the engine fan. The label shall warn of potential injury or death that could be caused by the movement of the fan as well as precautions that should be taken while working on or around them.

SAFETY SIGNS, SEATED & BELTED

Safety signs FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

SAFETY SIGN, AIR CONDITIONING REFRIGERANT

If the apparatus is equipped with any type of air conditioning system, a safety sign FAMA09, shall be provided that is located in an area that would be visible to service personnel. The label shall state that the system contains R134A, the necessary precautions that should be taken and the dangers of working on or around the system.

SAFETY SIGN, CAB EQUIPMENT MOUNTING

A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.

SAFETY SIGN, FIRE SERVICE TIRE RATING

A safety sign FAMA12, which warns of the special requirements for fire service–rated tires, shall be visible to the driver entering the cab of any apparatus so equipped.

SAFETY SIGN, ELECTRONIC STABILITY CONTROL

If the apparatus is equipped with an electronic stability control system, a safety sign FAMA13, be provided inside of the cab in view of the driver warning of the dangers of improper operation of the apparatus and the importance of safe driving. The label shall also warn of potential injury or death that could be caused by improper operation of the apparatus.

SAFETY SIGN, CAB SEATING

A safety sign FAMA14 shall be located in the cab visible to the operator.

The sign shall read:
This vehicle has a seating capacity of 2 personnel.

Carrying additional personnel may result in death of serious injury.

SAFETY SIGNS, HELMET WORN IN CAB

A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.

SAFETY SIGN, VEHICLE BACKING

A safety sign FAMA17, shall be provided inside of the cab in view of the driver advising of proper procedures to following when the apparatus is in reverse motion. The label shall also warn of potential injury or death that be caused by failing to follow proper procedures.

SAFETY SIGNS, INTAKE/DISCHARGE CAP PRESSURES

If the apparatus is equipped with a pump system, safety signs FAMA18, shall be provided in all areas that intakes and discharges are capped. The label shall give instruction on how to properly remove the cap. The label shall also warn of potential dangers, injury or death that be caused by failing to follow proper cap removal procedures.

SAFETY SIGNS, HOSE RESTRAINT REQUIRED

A safety sign FAMA22, which warns of the need to secure hose, shall be visible to personnel at each hose storage area.

SAFETY SIGNS, CLIMBING METHOD INSTRUCTION

Safety signs FAMA23, which warns of the proper climbing method, shall be visible to personnel entering the cab and at each designated climbing location on the body.

SAFETY SIGNS, RIDING ON EXTERIOR

Safety signs FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.

SAFETY SIGN, PUMP TRAINING

A safety sign FAMA25, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.

SAFETY SIGNS, NO-STEP

Safety signs FAMA26, shall be provided in any horizontal location that a firefighter may feel tempted to use as a step but is not designed, constructed or intended to be a stepping, standing or walking surface. The label shall state that the surface is not intended for this purpose and indicate potential injury or death in doing so.

SAFETY SIGN, SIREN NOISE

A safety sign FAMA42, shall be provided inside the driver's door warning of potential injury that could be received from the noise of the siren. The label shall also state safety precautions that should be taken when the siren is in use.

SAFETY SIGN, APPARATUS MOVEMENT

A permanently affixed movement warning plate shall be installed near the door ajar light that reads:

"DO NOT MOVE APPARATUS WHEN LIGHT IS ON".

PLATE, FLUID CAPACITY

A permanently affixed fluid date plate shall be installed in the driving compartment to indicate the type and quantities of the following fluid used in the vehicle.

Engine Oil
Engine Coolant
Chassis Transmission Fluid
Pump Transmission Lubrication Fluid (if applicable)
Pump Primer Fluid (if applicable)
Drive Axle Lubrication Fluid
Air Conditioning Refrigerant
Air Conditioning Lubrication Oil
Power Steering Fluid
Cab Tilt Mechanism Fluid
Transfer Case Fluid
Equipment Rack Fluid
Air Compressor System Lubricant
Generator System Lubricant
Front Tire Pressure - Cold
Rear Tire Pressure - Cold

The following information shall also be supplied on the Fluid Data Plate:

Chassis Manufacturer
Production Number
Paint Number
Year Built
Date Shipped
Vehicle Identification Number

PLATE, OVERALL HEIGHT/LENGTH/WEIGHT

An Overall Height/Length/Weight information plate shall be installed that can be clearly identified and visible to the driver while in the seated position showing the apparatus completed overall height, length, (in feet and inches) and gross vehicle weight (in tons) current to the apparatus manufactured date.

If changes to the vehicle occur while in service, the department must revise the overall height-length-weight plate.

RESCUE BODY, 102" WIDE

The rescue body shall be constructed entirely of aluminum plate and extrusions.

{Bidder Comply}

BODY LENGTH

The length of the body shell shall be 18.00' from front to back, excluding bumpers, steps or other ancillary components. Individual compartment dimensions shall be as described within the text for each compartment.

BODY SUBFRAME

The main body support cross member extrusions shall be 3" x 4" 6061T6 aluminum alloy, double "I" beam with a wall thickness of .438". These cross member shall extend the full width of the body to support the compartment framing, and welded to a .750" x 3" solid aluminum, 6061T6 aluminum alloy frame rail extrusion. The frame rail extrusion shall be shaped in contour with the chassis frame rails. The frame rail extrusion shall be mounted over a .250" thickness, reinforced rubber cushion to isolate the aluminum sub frame from the steel chassis frame rails. The body structure shall be securely fastened to the chassis frame rails with a minimum of six-(6) .625" OD, steel U-bolts. The main body support cross member shall have a gusset above and below each cross member. The gussets shall be constructed of 2.0" x 4.0" 6063T6 aluminum alloy extrusions with a .190" wall thickness. The gussets shall be continuously welded with 5356 aluminum alloy welding wire to add support to the body side walls.

BODY CONSTRUCTION

The framework shall be formed from beveled aluminum alloy extrusions and electrically seam welded both internally and externally at each joint using 5356 aluminum alloy welding wire. All aluminum extrusions shall be made from 6063T6 and 6061T6 aluminum alloy. Body sides shall be formed from 5052-H32 smooth aluminum plate. The horizontal surfaces above the compartment tops shall be constructed from aluminum tread plate. The compartment top shall have a formed edge which serves as a drip rail for the compartments below. The tops shall be mounted with stainless steel screws and removable.

The complete rescue body structure shall be all welded construction and free from nuts, bolts, and other fasteners. Upon completion of the weldments, the body shall be completely sanded and deburred for the removal of all sharp edges.

Each body corner shall be a 3-1/2" x 12-3/4" 6063T6 aluminum alloy extruded corner section with .210" wall thickness and welded as an integral part of the body. This extrusion shall have a large 1" corner radius.

The horizontal and vertical frame member extrusions shall be 2.0" x 4.0" with a .190" wall thickness. The extrusion shall be made from 6063T6 aluminum alloy. This extrusion shall have .190" outside radius corners. The longitudinal frame member, below the lower compartments shall be a 3" x 3-1/2" 6063T6 aluminum alloy extrusion with .190" radius corners.

COMPARTMENT CONSTRUCTION

All body compartment floors shall be formed from .1875" aluminum tread plate. The floors shall be welded in place with a continuous weld all around the perimeter to insure maximum strength and water tightness. The external compartment tops and roof shall be constructed of .125" aluminum tread plate. The compartment tops shall be bolted in place to allow ease of removal for easy access to the body wiring harnesses. The compartment side walls shall be of one piece construction. The walls shall be formed from .1875" 5052-H32 smooth aluminum plate. Lower compartments shall have a minimum of two-(2) solid welded saddles under the compartment floor.

The compartment seams shall be sealed with permanent pliable silicone caulking and each compartment shall be louvered to provide adequate ventilation.

WHEEL WELL PANELS, PAINTED ALUMINUM

The wheel well shall be constructed from 2" x 4" x .190" wall thickness. The extrusion shall be made from 6063T6 aluminum alloy and have .190" outside radius corners. The extrusion shall be slotted the full length to permit an internal fit of 1/8" (.125") painted aluminum panels. The wheel well liners shall be constructed of 3003 H-14 smooth aluminum plates. They shall be bolted in place for ease of maintenance. The wheel well fenders shall be polished stainless steel.

COMPARTMENTS, LEFT SIDE

L1
There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.

L2
There shall be second front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.

L3
There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 58" wide x 38" high x transverse. The compartment shall have a usable door opening of approximately 55-1/2" wide x 29-1/4" high.

L4
There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 43" wide x 70" high x 29" deep. The compartment shall have a usable door opening of approximately 40-1/2" wide x 61-1/4" high.

COMPARTMENT DOORS, LEFT SIDE ROLL UP

R•O•M Series IV roll-up shutter doors shall be installed on the left side compartments of the apparatus as specified.

Shutter slats will feature a double wall extrusion 0.315" thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats will feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double "V" seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece "D" shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125". Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4" in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

The shutter door assembly shall be manufactured and assembled in the United States.

There shall be an aluminum drip rail above each compartment door with a built in replaceable wiper seal.
The outside door shall have a natural finish.

There shall be an anodized aluminum sill plate installed over the compartment door.

The side compartment roll-up door slats and doorframe extrusions shall be finish painted to match the body.

ELECTRONIC/KEYED COMPARTMENT DOOR LOCKS

An electronic/ keyed lock shall be furnished for all compartment doors. All door compartment electronic locks will be wired to activate with the apparatus door locks. Each compartment will additionally have a keyed override to the electronic lock, these locks shall all be keyed alike

COMPARTMENTS, RIGHT SIDE

R1
There shall be one-(1) front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.

R2

There shall be second front compartment installed ahead of the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 42" wide x 70" high x 29" deep in the lower and transverse in the upper. The compartment shall have a usable door opening of approximately 39-1/2" wide x 61-1/4" high.

R3
There shall be one-(1) compartment installed above the wheel well. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 58" wide x 38" high x transverse. The compartment shall have a usable door opening of approximately 55-1/2" wide x 29-1/4" high.

R4
There shall be one-(1) rear compartment installed behind the rear axle. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 43" wide x 70" high x 29" deep. The compartment shall have a usable door opening of approximately 40-1/2" wide x 61-1/4" high.

COMPARTMENT DOORS, RIGHT SIDE ROLL UP

R•O•M Series IV roll-up shutter doors shall be installed on the right side compartments of the apparatus as specified.

Shutter slats will feature a double wall extrusion 0.315” thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats will feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125”. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4” in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

The shutter door assembly shall be manufactured and assembled in the United States.

There shall be an aluminum drip rail above each compartment door with a built in replaceable wiper seal.

The side compartment roll-up door slats and doorframe extrusions shall be finish painted to match the body.

ELECTRONIC/KEYED COMPARTMENT DOOR LOCKS

An electronic/ keyed lock shall be furnished for all compartment doors. All door compartment electronic locks will be wired to activate with the apparatus door locks. Each compartment will additionally have a keyed override to the electronic lock, these locks shall all be keyed alike

COMPARTMENT, CENTER REAR

B1

There shall be one-(1) front compartment installed at the rear of the apparatus. This compartment shall have one-(1) roll-up door. The compartment shall be approximately 38" wide x 70" high x 46" deep. The compartment shall have a usable door opening of approximately 35-1/2" wide x 61-1/4" high.

COMPARTMENT DOORS, REAR ROLL UP

A R•O•M Series IV roll-up shutter door shall be installed on the rear compartment of the apparatus.

Shutter slats will feature a double wall extrusion 0.315” thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats will feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design will be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125”. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.

Shutter door shall have an enclosed counter balance system. Counter balance system shall be 4” in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counter balance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counter balance system; no foam material of any kind shall be permitted or used in this area.

The shutter door assembly shall be manufactured and assembled in the United States.

There shall be an aluminum drip rail above each compartment door with a built in replaceable wiper seal.
There shall be an anodized aluminum sill plate installed over the compartment door.

The side compartment roll-up door slats and doorframe extrusions shall be finish painted to match the body.

ELECTRONIC/KEYED COMPARTMENT DOOR LOCKS

An electronic/ keyed lock shall be furnished for all compartment doors. All door compartment electronic locks will be wired to activate with the apparatus door locks. Each compartment will additionally have a keyed override to the electronic lock, these locks shall all be keyed alike

COMPARTMENTS, ROOF TOP STORAGE

Four-(4) roof top compartments shall be installed, two-(2) each side of the upper body. The compartments shall be constructed from same material as the body and shall be integral with the body. Each compartment shall have a door constructed from aluminum tread plate. The doors shall have a stainless steel piano type hinge and chest style latch. The interior compartment dimensions shall be determined by customer requirements for equipment storage and engineering. Compartments shall have a 1/2" flange around the opening to prevent water from entering the compartment when the door is closed. The doors shall be held open with gas shocks.

Each compartment shall have a grommet mount LED installed to the compartment inner door pan that activates when the door is open.

Each compartment shall have a grommet mount LED installed to the compartment inner door pan that activates when the door is open.

WHEEL WELL AIR BOTTLE COMPARTMENT, LEFT REAR

There shall be an air bottle compartment located in the left rear body wheel well to house two-(2) spare SCBA cylinders. The compartment shall be constructed of high-density polyethylene to provide scuff protection. The compartment shall be vented to facilitate moisture drainage. The compartment door shall be brushed stainless steel with a push button trigger latch.

WHEEL WELL AIR BOTTLE COMPARTMENT, RIGHT REAR

There shall be an air bottle compartment located in the right rear body wheel well to house two-(2) spare SCBA cylinders. The compartment shall be constructed of high-density polyethylene to provide scuff protection. The compartment shall be vented to facilitate moisture drainage. The compartment door shall be brushed stainless steel with a push button trigger latch.

BODY TRIM

The standard body trim shall include the following:

There shall be drip rail installed over the compartment door openings.

The vertical rear face of the body shall be covered with smooth aluminum plate.

TREAD PLATE FRONT OF BODYU

The entire front face of the body shall be covered with 1/8" (.125") thick aluminum tread plate. The tread plate shall be fastened to the body with stainless steel fasteners. A bead of caulking shall be applied to the perimeter of the tread plate.

MUD FLAPS, REAR

The rear axle mud flaps shall be constructed from hard black rubber and installed at the rear of the body fenders.

RUBRAIL

There shall be an aluminum rub rail installed on both sides of the lower body compartments. The rub rail shall be constructed from "C" channel extrusion. The aluminum rub rail shall be bolted in place with stainless steel bolts, and spaced from the fire body to provide body protection. The solid rub rail shall serve as protection to the side doors when encountering close objects. Tread plate rub rails or welded on shall not be acceptable.

REAR STEP

The 12" rear step shall be constructed of 3/16" (.1875") aluminum tread plate. The rear step shall be flanged down 2.50" and in 1.00" to maximize strength and rigidity. The rear step shall be bolted on for removal or replacement.

All running board and step surfaces shall comply with NFPA 1901.

ACCESS LADDER, REAR MOUNTED

A rear mounted access ladder shall be provided on the rear of the unit to facilitate access to the top portion of the apparatus. The ladder shall be constructed from aluminum tubing and mounted as directed by the department.

All step surfaces shall comply with NFPA 1901.

The access ladder shall be provided on the driver's side rear of the apparatus.

TOW EYES, REAR

Two-(2) 1" thick rear tow eyes constructed of A-36 steel shall be mounted below the frame at the rear of the vehicle. The tow eyes shall be attached to steel weldments that are mounted to the apparatus. The eyes shall have a minimum dimension of three-(3) inches. The tow eyes shall be used for towing, not lifting the vehicle.

COMPARTMENT UNISTRUTS

Nine (9) set(s) of aluminum unistruts shall be installed in the compartment(s) specified by the department for future installation of shelves or to allow the specified trays/tool boards to be adjustable.

There shall be one-(1) set of vertically mounted unistrut provided within each body compartment.

SHELF, ADJUSTABLE

There shall be two (2) 90" deep adjustable shelf (shelves) constructed from .1875 smooth aluminum. Each shelf shall have a 2" lip on all sides for additional strength.

These two-(2) full depth shelves shall be installed full width/depth of the engineers compartment (L1/R1).

SHELF, ADJUSTABLE

There shall be nine (9) 45" deep adjustable shelf (shelves) constructed from .1875 smooth aluminum. Each shelf shall have a 2" lip on all sides for additional strength.

Exact locations to be determined in the pre-construction conference.

TRAY(S), 1000 POUND ROLL OUT

There shall be four (4) 45" deep roll-out tray(s) constructed from 3/16" (.1875") smooth aluminum plate installed on the apparatus. The tray(s) shall have a 3" lip on all sides for additional strength. The tray(s) shall be mounted on Slide Master Slides with a combined capacity of 1000 pounds.

Exact locations to be determined in the pre-construction conference.

TOOL BOARD(S), VERTICAL ROLL OUT

There shall be four (4) vertical tool board(s) mounted in a specified compartment. Each tool board shall be manufactured from 3/16" smooth aluminum plate. The tool board(s) shall be approximately 45"deep x full height and designed to extend 100% of the slide length. One-(1) set of Grant 250-pound slides shall be installed per tool board.

Exact locations to be determined in the pre-construction conference.

COMPARTMENT FLOORING, TURTLE TILE

There shall be Turtle Tile installed on the compartment floor(s). The color of the tile shall be black. The Turtle Tile shall be completely removable for cleaning.

If the compartment has a roll out tray mounted directly on the floor, the Turtle Tile will be mounted in the tray.

SHELF/TRAY FLOORING, TURTLE TILE

There shall be Turtle Tile installed in the specified shelf or tray. The tile shall be black in color. The Turtle Tile shall be completely removable for cleaning.

ELECTRICAL SYSTEM

BODY ELECTRICAL

The body electrical system shall be designed as an integrated electrical package specifically engineered for fire apparatus application. The integrated electrical system shall be comprised of power distribution panels, which interface to the body and chassis through an engineered harnessing system.

All chassis wiring shall be type "GXL" in accordance with S.A.E. J1128 and NFPA-1901. Wiring shall be color coded and include function codes every three-(3) inches on both sides.

The electrical wiring harness shall be covered by a black split convoluted loom, rated at a minimum of 275º F.

DISTRIBUTION PANELS

The electrical distribution panels and circuits must be housed in each rear corner compartment or extrusion. The distribution panel shall incorporate a power and ground stud for connection to the internal circuits.

All internal wire end terminals, including locking bulkhead connectors, shall be mechanically affixed to the wire ends by machine terminal crimping presses. No hand-crimped terminals shall be acceptable.

All internal splices shall be ultrasonically welded connections - no butt style connections shall be acceptable. All internal wiring shall be of the high temperature GXL type wire and shall be protected by wiring duct wherever possible.

Each side electrical distribution panel shall consist of fifteen-(15) power distribution relays. The power distribution relays shall be replaceable, SPDT automotive style, rated at a minimum of 30 amperes.

The power distribution relays shall incorporate separate inputs, which are able to accept outputs from a load management system. The load management inputs must allow for the addition of a load management system before, during or after the time of delivery without requiring a rewiring of the existing distribution panel circuits.

Connections to the distribution panel shall utilize Deutsch style bulkhead connectors. Screw clamp type connections are not acceptable.

The distribution panel shall also contain circuit's ancillary to the required DOT signals and other body functions.

The complete body electrical system shall be 100% documented and contain independent circuit diagrams with point to point wiring information, as shall as a general component diagram included in the apparatus manual.

All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the driver. Light switches shall be of the marine grade rocker type with integral indicator light to show when lights are energized. All switches shall be appropriately identified.

12-VOLT TESTING

The apparatus low voltage system shall be tested and certified. A copy of certification shall be provided to the purchaser with the apparatus.

Reserve Capacity Test
The unit shall be run until all engines, engine compartment temperatures are stabilized and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load be activated for ten-(10) minutes. All electrical loads shall be shutoff after ten-(10) minutes and the battery system shall then be capable of restarting the engine.

Alternator Performance Test at Idle
Minimum continuous electrical loads shall be activated while the unit is at idle speed.

Alternator Performance Test at Full Load
The total continuous electrical load shall be activated with the engine running up to the manufacturer's governed speed. The test duration shall be a minimum of two-(2) hours. Activation of the load management system shall be permitted during the test. If however, an alarm is sounded by excessive battery discharge as detected by the system or a system voltage of less than 11.8 volts DC for a 12-volt nominal system for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test
The engine shall be shut off and the total continuous electrical load shall be activated and continue to be applied until the excessive battery discharge alarm activates. The test shall be considered a failure if the alarm has not sounded within 140 seconds after the voltage drops to 11.8 volts.

WIRING PROTECTION

All 12-volt wiring shall be run in high temperature, rated at a minimum of 275º F, split loom for easy access to wires when trouble shooting.

EMI/RFI PROTECTION

The apparatus shall be manufactured to incorporate the latest designs in the electrical system with components that are state of the art to insure electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

The apparatus shall have the ability to operate in typical fire and rescue situations with no adverse effects from EMI and/or RFI.

The apparatus shall utilize components that are fully protected and wiring that utilizes shielding and loop backgrounds where required to control EMI/RFI susceptibility. The apparatus shall be bonded through ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode and/or resistor protected to prevent transient voltage spikes.

In order to prevent the radio frequency interference completely the purchaser shall be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

BACK-UP ALARM

There shall be one-(1) Whelen model WBUA107, 107 dB, electronic back-up alarm installed at the rear of the apparatus. The alarm shall be wired to the transmissions output signal and is automatically activated when the transmission is shifted into reverse.

LIGHT(S), LED COMPARTMENT

Eighteen (18) On Scene Solutions Access Series LED surface mount light(s) shall be provided as specified by the customer. Each light produces 400 lumens if light per 18" length. Each Access Series shall be capable of operating at a voltage of 9VDC to 14VDC. Each Access Series shall be cuttable in 2" increments and feature a high quality, impact resistant Lexan™ enclosure.

The light stick shall be waterproof and rated at 100,000 hours of service. Each light stick shall be provided with a 5 year free replacement warranty.

Locations: There shall be two-(2) LED strip lights mounted vertically, one-(1) each side, within the door opening of each compartment.

DOOR AJAR SWITCHES

All apparatus body doors shall be provided with an auto door switch. These switches shall operate the compartment interior lights and activate the door ajar indicator on each side of apparatus body when the door is opened. There shall be a red door ajar light mounted in the cab, in view of the driver to indicate an unsecured door. There shall be a buzzer mounted in the cab that shall alert the driver.

LIGHTBAR, 55" WHELEN FREEDOM IV

A Whelen Edge Ultra Freedom IV Linear Super-LED LC Series 55" light bar model F4N2QLED shall be provided on the cab roof as far forward as possible. The F4N5QLED light bar shall incorporate an anodized extruded heavy duty aluminum base and cover chassis with two front red corner modules with two red end cap modules, two interior white modules, and four interior red modules. The front of each corner module shall consist of 12 red Linear Super-LEDs installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The short red end cap Linear Super-LED lights shall incorporate six red Super-LED installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The long red interior Linear Super-LED lights shall incorporate 12 red Super-LED installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The long white interior Linear Super-LED lights shall incorporate 12 white Super-LEDs installed on a conformal coated PCB board with a thermal pad/aluminum bracket heat sink assembly. The all modules will utilize a Diamond Optix metalized reflector and two optic collimators. All electronic components shall be conformal coated to provide additional protection. The outer lens construction shall consist of two clear Uni-Dome top lenses with a clear center lens and utilize two liquid injection molded wiper seal dividers for maximum protection against environmental elements. Metal top shields installed on the Uni-Domes and center lens shall provide protection from climatic conditions and provides passive solar radiation to direct heat away from internal components.

The F4N2QLED shall have an electronic LC I/O board. The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse polarity protection and output-short protection. The I/O board shall have the ability to flash twenty two Super-LED warning lights. There shall be a data bank of 12 Scan-Lock™ flash patterns including steady burn with low power and cruise light functions. The cruise light function shall allow the user the four corner modules as marker courtesy lights. The F4N2QLED will have the capability to install a traffic advisor in the rear of the light bar. The I/O board shall also have outputs to add takedown, alley lights, and auxiliary lights for each set of lights to be controlled in pairs.

All light heads shall be installed in the F4N2QLED with the aid of black polycarbonate snap-in mounting brackets. The solid state light bar shall be vibration resistant. The light bar will contain a 17’ 2/c 8GA unterminated power cable and 17’ 17/c 22GA unterminated control cable. All electronic components are covered by a five year factory warranty. The F4N2QLED shall include a permanent mount kit with hardware.

The light bar shall be controlled in the following manner:

Calling for Right of Way - All Positions
Blocking Right of Way - Clear shall not be Active

The lights shall be activated by a single emergency light switch located on the master light switch panel in the cab.

The light bar shall meet NFPA 1901 edition as configured.

This lightbar shall include the following:
Two (2) red flashing forward facing LED modules.
Two (2) clear flashing forward facing LED modules.
Two (2) red flashing front corner LED modules.
One (1) Blue flashing driver side facing LED module.
One (1) Blue flashing officer side facing LED module.

OPTICOM

There shall be one-(1) GTT Opticom (Model 795H) LED low profile emitter installed in the Lightbar and controlled by a switch in the cab. The unit shall operate in accordance with the current NFPA requirements.

LIGHTS, ZONE B/D UPPER FRONT BODY

Two-(2) Whelen M6 Series Super-LED model M6J shall be installed, one-(1) each side of the upper front corner of the body. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE B/D UPPER REAR BODY

Two-(2) Whelen M6 Series Super-LED model M6J shall be installed, one-(1) each side of the upper rear corner of the body. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE C UPPER OUTBOARD

Two-(2) Whelen M9 Series Super-LED model M9J shall be installed, one-(1) each side on the upper rear of the apparatus in the outboard position. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state

warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M9FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE A LOWER

Two-(2) Whelen M6 Series Super-LED model M6J lights shall be installed, one-(1) each side front of the apparatus. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE B/D FRONT LOWER

Two-(2) Whelen M6 Series Super-LED model M6J lights shall be installed, one-(1) each side forward portion of the apparatus. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE B/D MIDSHIP LOWER

Two-(2) Whelen M6 Series Super-LED model M6J lights shall be installed, one-(1) each side midship of the apparatus. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

LIGHTS, ZONE B/D REAR LOWER

Two-(2) Whelen LINZ6 Series Super-LED model LINZ6J lights shall be installed, one-(1) each side rearward portion of the apparatus. The warning light shall incorporate three red and three blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 69 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a black flange and hardware for horizontal mounting.

LIGHTS, ZONE C LOWER

Two-(2) Whelen M6 Series Super-LED model M6J shall be installed, one-(1) each side on the lower rear of the apparatus. The warning light shall incorporate split red/blue Super-LEDs, a clear non-optic hard coated polycarbonate lens, clear optic collimator and utilize a metalized reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated lens/reflector assembly and conformal coated PC board shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 164 Scan-Lock flash patterns including synchronize feature and steady burn. The warning light is covered by a five year factory warranty. The surface mount module includes a M6FC chrome flange and hardware for horizontal mounting.

STOP, TURN AND BACK-UP LIGHTS

Stop, turn and backup lights shall be Whelen M6 Series, individual fixtures. The red stop (LED) light shall be model M6BTT, the turn light shall be a model M6T amber (LED) type with directional arrow, and the backup light shall be a white (LED) model M6BUW.

HOUSING, REAR TAIL LIGHT ASSEMBLY

The fixtures shall be mounted on each rear face of the body in a model M6FCV4, four-(4) light head chrome housing.

LIGHT, REAR DIRECTIONAL

A Whelen Traffic Advisor™ model TAL85 shall be provided. The traffic advisor shall incorporate a rectangular extruded black powder coated aluminum chassis with eight amber 5mm series LED lights with waterproof connectors. The 5mm series lights shall be installed with an amber non-optic hard coated polycarbonate lens. The 5mm series lights shall incorporate 40 amber 5mm LEDs. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated coated PC board and foam in place gasket shall provide additional protection against environmental elements. The 5mm lights are installed with waterproof connectors.

The solid state traffic advisor shall be vibration resistant. The TAL85 shall include model TACTL5 control head that includes remote flash control. The TACTL5 shall have four programmable directional sequence flash patterns of left, right, split, and flash. The LED display on the control head shall replicate the TAL85 directional sequence. The traffic advisor control head shall have a rear panel dip switch for the ability to set eight additional Scan-Lock™ flash patterns. The TACTL5 shall contain a 10 amp external fuse for reverse polarity protection. The TACTL5 shall include a bail strap mounting kit. The TAL85 will contain a 15’ 9/C 14/18 AWG interconnecting cable with quick disconnect feature.
The rear directional light shall be surface mounted to the body.
The control head for the rear directional light shall be located centered on top of the cab dash.

CLEARANCE LIGHTS AND REFLECTORS

Clearance lights and reflectors shall be LED lights, which include two-(2) red marker lights, four-(4) red rectangular reflectors, two-(2) amber rectangular reflectors and one-(1) red three light cluster recessed in the rear step.

LIGHTS, UNDERBODY

Four (4) Whelen LED underbody "Ground Effect" light(s) shall be installed at a location to be determined by the Fire Department. The underbody light(s) shall illuminate the ground beneath the apparatus.

The 12v steady burn light(s) shall incorporate 12 clear LED and a clear optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated coated PC

board and lens fitted with foam in place gasket assembly shall provide additional protection against environmental elements. The solid state light shall be vibration resistant. The 20C0CDCD will contain 350 usable lumens. An installation kit including mounting hardware and rubber gasket shall be provided. The 20C0CDCD will contain a 12" terminated pigtail with a waterproof Deutsch® connector. The light is covered by a five year factory warranty.

The lights shall be controlled by a switch in the cab.

LIGHT, LICENSE PLATE

A Whelen OS Series LED model 0SC0EDCR shall be provided at the rear of the apparatus to illuminate the license plate. The steady burn illumination light shall incorporate three clear LED and a clear non-optic hard coated polycarbonate lens. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The encapsulated assembly shall provide protection against environmental elements. The solid state illumination light shall be vibration resistant. An installation kit including mounting hardware, neoprene gasket and 45 degree angle chrome housing shall be provided for surface mounting. The 0AC0EDCR will contain a 12” non-terminated pigtail. The illumination light meets SAE J592 requirements and is covered by a five year factory warranty.

LIGHT(S), LED PERIMETER ILLUMINATION

Two (2) Whelen LED model PELCC perimeter illumination light(s) shall be provided as specified. The steady burn illumination light shall incorporate six clear LED and a clear optic hard coated polycarbonate lens for maximum outlet. The PELCC shall have a 40-degree downward projection in a solid polycarbonate chrome plated housing. The hard coated sealed lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board shall provide additional protection against environmental elements. The solid state illumination light shall be vibration resistant.

The lights shall be located on the rear of the apparatus to illuminate the tail board. The lights shall be activate by the work light switch.

LIGHTS, 12-VOLT SURFACE MOUNT SCENE

Three (3) pair of Whelen M6 Series Model M6ZC scene lights shall be provided and installed on the apparatus. The steady burn scene light shall incorporate Linear Super-LED® and Smart LED® technology. The M6ZC configuration shall consist of 12 clear gradient Super-LED’s and a clear optic polycarbonate lens. The scene light, with the aid of two screws, shall have the ability to be installed as a surface mount scene light. The M6ZC shall meet KKK 1822F and AMD024 specifications.

The lens/reflector assembly shall be sealed and resistant to water, moisture, dust, and other environmental conditions. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The light engine shall be installed at the rear of the unit and be vacuum tested to ensure proper sealing. The PC board shall be conformal coated for additional protection.
The scene lights shall be installed, one-(1) each side of the body in the upper front corners.
The front side body mounted scene lights shall be controlled by individual scene light switches located in the cab labeled LEFT SCENE and RIGHT SCENE.
The scene lights shall be installed, one-(1) each side of the body in the upper rear corners.
The rear body side mounted scene lights shall be controlled by individual scene light switches located in the cab labeled LEFT SCENE and RIGHT SCENE.

The scene lights shall be installed, one-(1) each side on the upper rear outboard corners of the body.
The upper rear body mounted scene lights shall be controlled by a scene light switch located in the cab labeled REAR SCENE.

GENERATOR, BELOW APPARATUS

The generator shall be installed below the apparatus.

PTO GENERATOR

An Onan Proetc YD25, 25kW PTO driven generator system shall be supplied and installed. The genset system shall be capable of producing the nominal output power of 25kW, 120V / 240V, 60 Hz. The genset shall be installed per the manufacturer recommendations.

A transmission PTO adapter must be used. The gear ratio of the PTO shall be selected to provide required genset speeds with respect to engine speeds.

A display meter consisting of 4 numeric LED displays shall be used. The meter shall simultaneously display system voltage, frequency, and amperage in each of the two 120V legs. The meter shall also have provisions for toggling to total hours run and oil temp via a mode switch. The display shall be mounted in an area clear for operator observation and near the on/off switch.

FEATURES INCLUDE

- Heavy-duty, field-proven design for long life
- Capped voltage regulator
- Environmental protection for adverse conditions
- Low harmonic distortion
- Dual mounting configurations
- Remote mountable solid state electronic voltage regulator
- 50/60 Hz switchable
- Precision balances rotating field generator
- Epoxy impregnated windings with overcoat
- Brush less exciter
- Double- sealed, pre lubricated bearings
- Air cooled with shaft mounted centrifugal fan
- Bidirectional rotation
- Skewed stator for low harmonic distortion
- Class H insulation, 180 degree C temperature rating
- Re-connectable three phase and single phase

SPECIFICATIONS

- Length- 28.37"
- Height - 14"
- Width - 15"
- Weight - 393 lbs

PTO, GENERATOR

A clutch driven 10-bolt heavy-duty engine driven PTO (Power Take off Unit) installed on the EVS transmission to run the generator. The output side of the PTO shall have a SAE "B" pad or a keyed 1.25" shaft. A switch located in the cab shall be furnished to activate the PTO. A neutral switch interlock shall be provided preventing accidental engagement of the PTO unless the transmission is in the neutral position.

LIGHT, GENERATOR PTO INDICATOR

A green light to indicate that the PTO is in gear shall be mounted in the cab and on the pump panel.

GENERATOR SPLASH GUARD

A powder coat painted splash cover shall be installed to reduce the amount of road spray on the frame mounted PTO generator. A V-ring seal shall also be installed in the cover to provide additional protection against contaminates reaching the generator front seals.

POWER SOURCE SPECIFICATION PLATE

A permanently affixed plate shall be installed near operator's position. The plate shall provide the operator with the following information:

- Rated voltage(s) and type (AC or DC)
- Phase
- Rated frequency (at rated voltage(s))
- Rated Amperage
- Continuous rated watts
- Power source engine speed

BREAKER PANEL

A General Electric breaker box with 240 main breaker and ten (10) 120 volt circuit breakers shall be installed. The breaker box shall include a master breaker sized according to the generator output. The breaker box shall be located in a compartment as specified by the engineering department to meet the current NFPA specifications.

WIRING PROTECTION

All 120-volt wiring shall be run in high temperature, rated at a minimum of 275º F, split loom for easy access to wires when trouble shooting.

120-VOLT ELECTRICAL SYSTEM REQUIREMENTS/TESTING

The following guidelines shall apply to the 120/240 VAC system installation:

General-
Any fixed line voltage power source producing alternating current (ac) line voltage shall produce electric power at 60 cycles plus or minus 5 cycles.

Except where superseded by the requirements of NFPA 1901, all components, equipment and installation procedures shall conform to NFPA 70, National Electrical Code (herein referred to as the NEC).

Line voltage electrical system equipment and materials included on the apparatus shall be listed and installed in accordance with the manufacturer's instructions. All products shall be used only in the manner for which they have been listed.

Grounding-
Grounding shall be in accordance with Section 250-6 "Portable and Vehicle Mounted Generators" of the NEC. Ungrounded systems shall not be used. Only stranded or braided copper conductors shall be used for grounding and bonding.

An equipment grounding means shall be provided in accordance with Section 250-91 (Grounding Conductor Material) of the NEC.

The grounded current carrying conductor (neutral) shall be insulated from the equipment grounding conductors and from the equipment enclosures and other grounded parts. The neutral conductor shall be colored white or gray in accordance with Section 200-6 (Means of Identifying Grounding Conductors) of the NEC.

In addition to the bonding required for the low voltage return current, each body and driving or crew compartment enclosure shall be bonded to the vehicle frame by a copper conductor. This conductor shall have a minimum amperage rating of 115 percent of the nameplate current rating of the power source specification label as defined in Section 310-15 (amp capacities) of the NEC. A single conductor properly sized to meet the low voltage and line voltage requirements shall be permitted to be used.

All power source system mechanical and electrical components shall be sized to support the continuous duty nameplate rating of the power source.

Operation-
Instructions that provide the operator with the essential power source operating instructions, including the power-up and power-down sequence, shall be permanently attached to the apparatus at any point where such operations can take place.

Provisions shall be made for quickly and easily placing the power source into operation. The control shall be marked to indicate when it is correctly positioned for power source operation. Any control device used in the drive train shall be equipped with a means to prevent the unintentional movement of the control device from its set position.

A power source specification label shall be permanently attached to the apparatus near the operator's control station. The label shall provide the operator with the information detailed in Figure 19-4.10. NEC.

Direct drive (PTO) and portable generator installations shall comply with Article 445 (Generators) of the NEC.

Overcurrent protection-
The conductors used in the power supply assembly between the output terminals of the power source and the main over current protection device shall not exceed 144 inches (3658 mm) in length.

For fixed power supplies, all conductors in the power supply assembly shall be type THHW, THW, or use stranded conductors enclosed in nonmetallic liquid tight flexible conduit rated for a minimum of 194 degree Fahrenheit (90 degrees Celsius).

For portable power supplies, conductors located between the power source and the line side of the main over current protection device shall be type SO or type SEO with suffix WA flexible cord rated for 600-volts at 194 degrees Fahrenheit (90 degrees Celsius).

Wiring Methods-
Fixed wiring systems shall be limited to the following:
Metallic or nonmetallic liquid tight flexible conduit rated at not less than 194 degrees Fahrenheit (90 degrees Celsius)
or
Type SO or Type SEO cord with a WA suffix, rated at 600 volts at not less than 194 degrees Fahrenheit (90 degrees Celsius)

Electrical cord or conduit shall not be attached to chassis suspension components, water or fuel lines, air or air brake lines, fire pump piping, hydraulic lines, exhaust system components, or low voltage wiring. In addition the wiring shall be run as follows.

-Separated by a minimum of 12 inches (305 mm), or properly shielded, from exhaust piping
-Separated from fuel lines by a minimum of six (6) inches (152 mm) distance.

Electrical cord or conduit shall be supported within six (6) inches (152 mm) of any junction box and at a minimum of every 24 inches (610 mm) of continuous run. Supports shall be made of nonmetallic materials or corrosion protected metal. All supports shall be of a design that does not cut or abrade the conduit or cable and shall be mechanically fastened to the vehicle.

Wiring Identification-
All line voltage conductors located in the main panel board shall be individually and permanently identified. The identification shall reference the wiring schematic or indicate the final termination point. When pre wiring for future power sources or devices, the unterminated ends shall be labeled showing function and wire size.

Wet Locations-
All wet location receptacle outlets and inlet devices, including those on hardwired remote power distribution boxes, shall be of the grounding type provided with a wet location cover and installed in accordance with Section 210-7 "Receptacles and Cord Connections" of the NEC.

All receptacles located in a wet location shall be not less than 24 inches (610 mm) from the ground. Receptacles on off-road vehicles shall be a minimum of 30 inches (762 mm) from the ground.

The face of any wet location receptacle shall be installed in a plane from vertical to not more than 45 degrees off vertical. No receptacle shall be installed in a face up position.

Dry Locations-

All receptacles located in a dry location shall be of the grounding type. Receptacles shall be not less than 30 inches (762 mm) above the interior floor height.

All receptacles shall be marked with the type of line voltage (120-volts or 240-volts) and the current rating in amps. If the receptacles are direct current, or other than single phase, they shall be so marked.

Listing-
All receptacles and electrical inlet devices shall be listed to UL 498, Standard for Safety Attachment Plugs and Receptacles, or other appropriate performance standards. Receptacles used for direct current voltages shall be rated for the appropriate service.

Electrical System Testing-
The wiring and associated equipment shall be tested by the apparatus manufacturer or the installer of the line voltage system.

The wiring and permanently connected devices and equipment shall be subjected to a dielectric voltage withstand test of 900-volts for one-(1) minute. The test shall be conducted between live parts and the neutral conductor, and between live parts and the vehicle frame with any switches in the circuit(s) closed. This test shall be conducted after all body work has been completed.

Electrical polarity verification shall be made of all permanently wired equipment and receptacles to determine that connections have been properly made.

Operational Test per Current NFPA 1901 Standard-\
The apparatus manufacturer shall perform the following operation test and ensure that the power source and any devices that are attached to the line voltage electrical system are properly connected and in working order. The test shall be witnessed and the results certified by Underwriters Laboratories.
The prime mover shall be started from a cold start condition and the line voltage electrical system loaded to 100 percent of the nameplate rating.

The power source shall be operated at 100 percent of its nameplate voltage for a minimum of two-(2) hours unless the system meets category certification as defined in the current NFPA 1901 standard.
Where the line voltage power is derived from the vehicle's low voltage system, the minimum continuous electrical load as defined in the current NFPA 1901 standard shall be applied to the low voltage electrical system during the operational test.

RECEPTACLE(S), 20 AMP/120 VOLT TWIST LOCK

There shall be six (6) NEMA # L5-20, 120 volt 20 amp twist-lock receptacle(s) shall be installed wired to the breaker panel. A weatherproof spring loaded cover shall be installed over the receptacle(s).

Two (2) 120 volt exterior outlets on each side of the front of the body.
- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R)

Two (2) 120 volt exterior outlets, one (1) each side near rear wheel well area.
- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R).

Two (2) 120 volt exterior outlets on each side of the rear of the body.
- The outlet receptacle(s) shall be 20 amp, twist-lock (NEMA L5-20R).

4 WAY JUNCTION BOX(ES)

Two (2) Akron Brass, electrical junction box(es) model EJBX shall be provided. The Electrical Junction Box shall be constructed of heavy-duty, cast aluminum with a quarter of an inch (¼") thick walls and the four corner edges shall be at least one half of a inch (½") thick to withstand the roughest of handling. A carrying handle shall be an integral part of the Junction Box's casting and be large enough to fit a fully gloved hand. The junction box must be internally lite. Each side of the electrical junction box shall be fitted with polypropylene faceplates. The faceplates shall be backlit so that plug orientation to the receptacle is quick and easy to align. Each receptacle shall be equipped with a spring-loaded snap cover and marked in white lettering with that receptacles voltage and ampere rating. All electrical receptacles, plugs and snap type weatherproof covers shall be UL Listed components.

Each electrical junction box shall be equipped with two-(2) L5-20 receptacles and two-(2) 20A straight blade (household) receptacles as specified by the user.

BRACKET(S), JUNCTION BOX

Two (2) junction box mounting bracket(s) shall be installed on the apparatus as directed by the Fire Department. The bracket shall be constructed of diamond plate that is cut, bent, and welded to meet the dimensions of the junction box. The box shall be lined with PVC material to protect the junction box.

A total of two (2) mounting brackets shall be provided and installed inside the front forward left compartments direct beneath each installed cord reel.

Four (4) Nema PF51G-3 2-pole 3-wire single L5-15 twist-lock receptacles shall be provided. Each shall be rated at 15A-120V.

LIGHTS, TRIPOD REAR OF BODY

There shall be a tripod light installed on each side rear of the body.
Two (2) Fire Research Spectra model SPA600-K20 tripod telescopic light(s) shall be provided. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall extend 40" and rotate 360 degrees. An internal brake shall slow the extension pole during lowering. The outer pole shall be a grooved aluminum extrusion. The folding legs shall be anodized aluminum tubing with plastic end caps. The fully extended tripod system shall exceed a height of 11'. Wiring shall extend from the pole bottom with a 4' retractile cord.

The lamp head shall have sixty (60) ultra-bright white LEDs, 48 for flood lighting and 12 to provide a spot light beam pattern. It shall operate at 120 volts AC, draw 2 amp, and generate 20,000 lumens of light. The lamp head shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. The lamp head shall be no more than 5 3/8" high by 14" wide by 3 3/4" deep. The lamp head and mounting arm shall be powder coated. The LED scene light shall be for fire service use.

REEL(S), ELECTRIC CORD

There shall be two (2) Hannay Model ECR1618-17-18, electric rewind electric cord reel(s) provided. The cord reel(s) shall have 200' of 10-3 wire cord. The reel shall be mounted as directed and shall be controlled by a 12-volt switch. The cord reel shall be wired to the breaker panel.
The electrical cord provided on the reel(s) shall be yellow in color.

HOSE/CORD ROLLERS

There shall be two (2) 4-way roller assembly(ies) installed to guide the hose/cord on and off the spool to prevent chafing of the apparatus paint.

HOSE/CORD STOP(S)

There shall be two (2) Hannay hose/cord stop(s) model HS-3 attached at the end of each hose/cord.

PLATE, POWER REWIND REEL

A permanently affixed plate shall be installed in a readily visible location adjacent to any permanently connected reel that indicates the following:

- Current Rating
- Current Type
- Phase
- Voltage
- Total Cable Length

PAINT FINISH, CAB/BODY

The apparatus cab/body shall be painted with AkzoNobel Sikkens brand paint. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The body exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature AkzoNobel Sikkens high solid BTLV products and be performed in the following steps: Corrosion Protection - all aluminum surfaces shall be treated with the AkzoNobel Sikkens LV 260 Epoxy coating to provide superior corrosion resistance and excellent adhesion of the base coat.

AkzoNobel Sikkens Sealer/Primer BTLV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.

AkzoNobel Sikkens High Solid BTLV650 (Base coat) - a lead-free, chromate-free high solid polyurethane base coat shall be applied, providing excellent coverage and durability. A minimum of two-(2) coats shall be applied.

AkzoNobel Sikkens High Solid BTLV650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two-(2) coats shall be applied.

Any location where aluminum is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 60 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

PAINT COLOR/CODE

The body paint color/code shall be Red, PPG 70853.The color shall be cross-referenced to the Sikkens number. The apparatus chassis shall then be painted as described in the paint section with this color.

PAINT, INTERIOR COMPARTMENT

The interior of the body compartments shall be painted with “F-Shield”.

Color: Dark gray.

PAINT, INTERIOR COMPARTMENT HARDWARE

The interior body compartment shelves, trays, dividers, etc. shall be painted with "F-Shield".

SCOTCHLITE STRIPE

There shall be a 6" wide Scotchlite stripe, with an additional 1" wide stripe located above and below. The stripes shall be located no higher than 60" from the ground installed on the apparatus cab and body. The stripes shall cover a minimum of sixty percent (60%) of each side of the apparatus and forty percent (40%) of the front and rear of the apparatus. The stripe shall be installed to meet the current NFPA requirements.
The striping shall be gold in color.
The pin/secondary stripe shall be black in color.
The reflective stripe shall run straight from the headlights to the rear of the body on each side of the apparatus.

STRIPE, REAR CHEVERON

A minimum of fifty percent of the rear vertical surface of the unit shall be overlaid with a reflective material, installed in an alternating "Chevron" pattern (sloping down and away from the centerline) at a 45-degree angle. Each stripe shall be 6” wide and the colors of stripping shall be in compliance, with the current edition of NFPA 1901.
The Chevron striping shall be 3M red and lime green.

REFLECTIVE MATERIAL, DESIGNATED WALKING SURFACES

1" wide yellow perimeter marking consisting of individual Reflexite diamonds shall be applied to indicate the outside edge of designated standing and walking areas above 48" from the ground in compliance with 2016 NFPA 1901. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.

LETTERING

There shall be a maximum of sixty-(60) 3" tall Spun Gold letters applied to the apparatus. The lettering shall also have a one color shade applied.

FIRE DEPARTMENT DECALS

There shall be one (1) pair Fire Department decals/Maltese Crosses installed on the apparatus. The decals shall match the Fire Department requirements.

WARRANTY, BODY PARTS & LABOR

There shall be a two-(2) year body mechanical parts and labor warranty provided with the apparatus. The apparatus shall be free of defects in material and workmanship for a warranty period of two-(2) years after the date on which the apparatus is first delivered to the original purchaser.

WARRANTY, CAB/CHASSIS PARTS & LABOR

The manufacturer shall provide a limited parts and labor warranty to the purchaser of the cab and chassis for a period of two-(2) years or 24,000 miles, whichever occurs first. The warranty period shall commence on the date the vehicle is delivered to the end user.

WARRANTY, BODY STRUCTURAL

There shall be a ten-(10) year body warranty on each new fire body/heavy-duty rescue apparatus. The bodies are to be free of structural failures caused by defective design or workmanship for a warranty period of ten-(10) years after the date on which the vehicle is first delivered to the original purchaser or 100,000 miles, whichever occurs first.

WARRANTY, BODY PAINT/PERFORATION

The manufacturer shall warrant each new fire and rescue apparatus body during the warranty period, when used in normal and reasonable manner. All apparatus shall be warranted against peeling, cracking, blistering and corrosion. This warranty shall provide for repair or replacement at the manufacturer's option, any claim in accordance with the following terms and conditions.

WHAT IS COVERED

WARRANTY APPLIES - This warranty is for all new fire and rescue apparatus manufactured by the bidder and is extended only to the original user-purchaser. The warranty registration must be received by the manufacturer within 30 days of the in-service for the warranty to apply.

REPAIRS COVERED - The warranty covers repair or replacement at the manufacturer's option. Repairs shall be made at a factory owned service facility or another approved service facility.

OBTAINING REPAIRS - The original user-purchaser must notify the manufacturer in writing within 30 days after any claimed defect has appeared. Transportation costs to and from the servicing center shall be the responsibility of the user-purchaser.

WARRANTY PERIOD - The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. The warranty period shall be for **TEN YEARS.** Corrosion perforation is defined as **complete penetration** through the exterior metal of the apparatus. The following percentages apply:

Topcoat & Appearance (Gloss, Color Retension and Cracking):
0 to 72 months: 100%
73 to 120 months: 50%

Coating System, Adhesion & Corrosion (Includes Dissimilar Metal Corrosion, FLaking, Blistering and Bubbling)
0 to 36 months: 100%
37 to 84 months: 50%
85 to 120 months: 25%

NOTES:
**Under carriage, cab and body interiors are covered under our standard two-(2) year warranty.*
**Demonstration vehicles sold to an end user will have the full warranty, if sold within two-(2) years of demonstration service, and will be prorated if sold after the second year.*

WHAT IS NOT COVERED
*Any cab not manufactured by the bidder.
*Damage caused by fire, misuse, negligence or accident.
*Damage caused by theft, vandalism, riot or explosion.
*Damage caused by lightning, earthquake, windstorm, hail, flood or use in an acidic environment (such as de-icing compounds, road salts and acid rain).
*Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of the manufacturer.
*Damage from lack of, maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the provided maintenance manual).
*Gold leaf or striping except that which is affected by repair (Gold Leaf or striping must have been installed during manufacturing to be covered under this limited warranty).
*Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.

WARRANTY, DIESEL ENGINE

The Cummins engine shall be warranted for a period of five-(5) years or 100,000 miles, whichever occurs first.

WARRANTY, TRANSMISSION

The Allison EVS series transmission shall be warranted for a period of five-(5) years with unlimited mileage. Parts and labor shall be included in the warranty.

WARRANTY, ANTI LOCK BRAKE SYSTEM

The ABS brake system shall be warranted for a period of three-(3) years/300,000 miles.

MANUALS, APPARATUS BODY

The contractor shall supply, at time of delivery, at two-(2) sets of complete operation and service documentation covering the completed apparatus as delivered and accepted.

The documentation shall address at least the inspection, service, and operations of the fire apparatus and all major components thereof.

SAFETY GUIDE

One-(1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide shall be provided with the completed apparatus.

WIRING DIAGRAMS, CAB/CHASSIS

There will be a complete digital set of electrical schematics provided at the time of delivery. These schematics will have each circuit properly numbered and in color.

The schematic will show each connector in the circuitry and the position in which each circuit enters, exits, or terminates. The schematic will be drawn in such a manner as to allow individual circuitry to be followed throughout the apparatus.

These schematics will not have the circuitry condensed into a single line or sets of lines. Multiple sheets will be acceptable so long as each of the harnesses is properly identified to the connecting sheet and harness. There will be a border around the paper(s), which contain alpha and numeric characters for indexing coordinate reference. There will be an indexing or part reference document for quick location of items shown on the schematics.

WIRING DIAGRAMS, APPARATUS BODY

There will be a complete set of generic electrical schematics provided at the time of delivery. These schematics will have each circuit properly numbered and in color.

The schematic will show each connector in the circuitry and the position in which each circuit enters, exits, or terminates. The schematic will be drawn in such a manner as to allow individual circuitry to be followed throughout the apparatus.

These schematics will not have the circuitry condensed into a single line or sets of lines. Multiple sheets will be acceptable so long as each of the harnesses is properly identified to the connecting sheet and harness. There will be a border around the paper(s), which contain alpha and numeric characters for indexing coordinate reference. There will be an indexing or part reference document for quick location of items shown on the schematics.

This document will refer the user to the appropriate drawing and page number and to sections of the drawing(s) by the means of letter and number coordinates. The schematic will show all harnesses used in the apparatus cab, chassis and body that is supplied by the chassis and body manufacturer.

Modifications to the manufactured standard harnesses are to be documented and properly indexed for quick identification.

A complete wire number, color, and function listing will accompany the schematics.

NFPA REQUIRED EQUIPMENT, FD SUPPLIED

The loose equipment as outlined in NFPA 1901, 2016 edition, section 10.9 thru 10.9.3 shall be provided by the fire department unless it is listed in this proposal. All loose equipment shall be installed on the apparatus before placed in emergency service, unless the Fire Department authorized agent signs the State of Exception as listed in the NFPA 1901 Standard for Automotive Fire Apparatus sections 4.21 thru 4.21.2.

HANDLIGHT(S), STREAMLIGHT FIRE VULCAN

Two (2) waterproof Streamlight Fire Vulcan series light(s), part number 44451, shall be provided. The light(s) shall have a orange high-impact ABS thermoplastic housing, rubberized impact bumper, lens ring, shoulder strap and cushioned-grip

handle. The light(s) shall contain C4 LED technology and taillight LEDs that operate in blinking and steady modes. The LED bulb shall be provide up to 80,000 peak beam candlepower rated at 145 lumens. Ultra bright blue tail light LED's are provided to make certain you can be seen even in thick smoke.

The Lithium-Ion rechargeable cells recharge in 5 hours and provides run times up to 3 hrs. with steady High LED & taillights in operation.

The vehicle-mounted direct-wire charging rack(s) shall be wired direct to the batteries of the 12-volt DC system on the apparatus.

One shall be mounted on the front wall of the front compartment of each side of the apparatus. Exact locations determined during the pre-construction conference

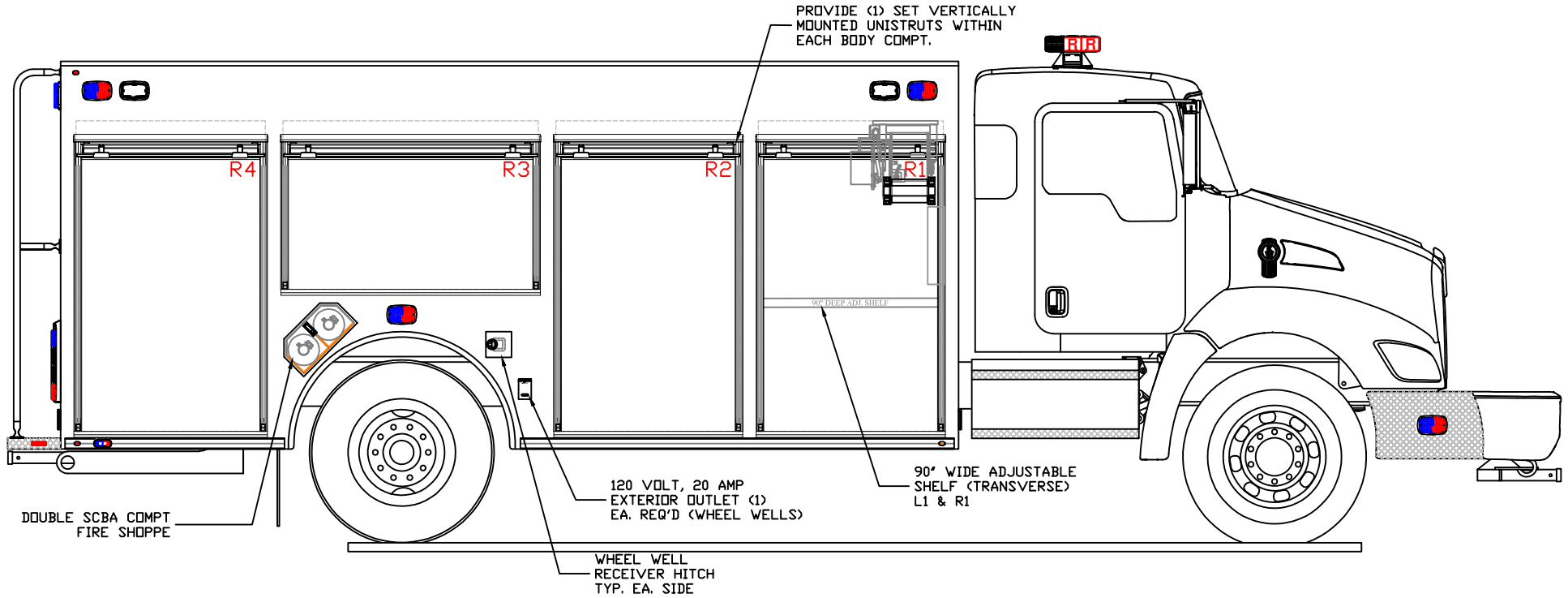
WHEEL CHOCKS WITH BRACKETS

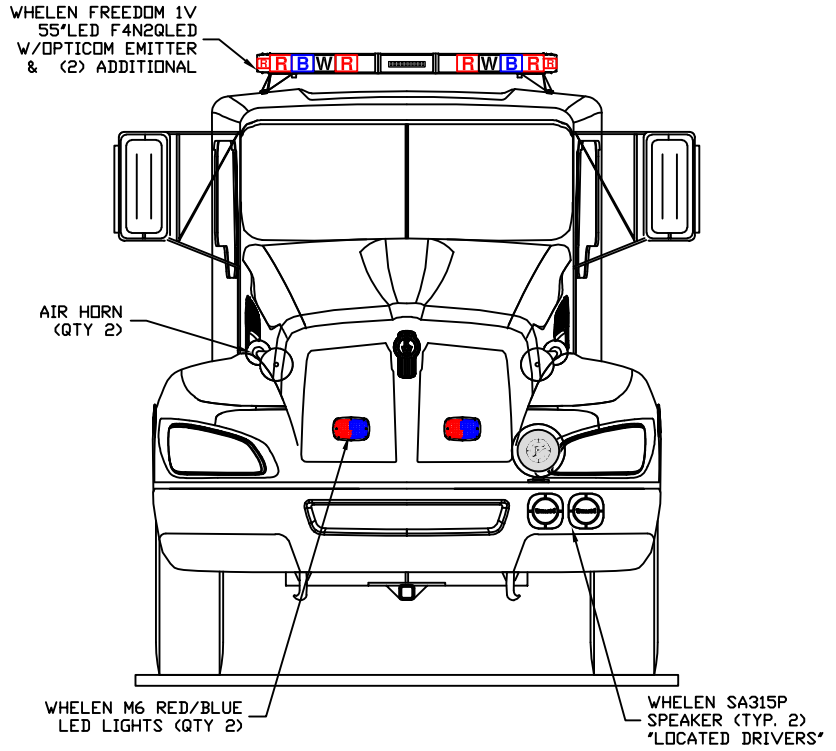
There shall be two (2) pair of Ziamatic model SAC-44 folding wheel chocks with SQCH-44-H horizontal chock holder(s) mounted on the apparatus body as directed by the fire department.

The brackets shall be mounted on each side of the apparatus just in front of the rear axle.

MISCELLANEOUS HARDWARE

One (1) bag of stainless steel screws, nuts, bolts and washers as used in the construction of the unit shall be provided with the vehicle.

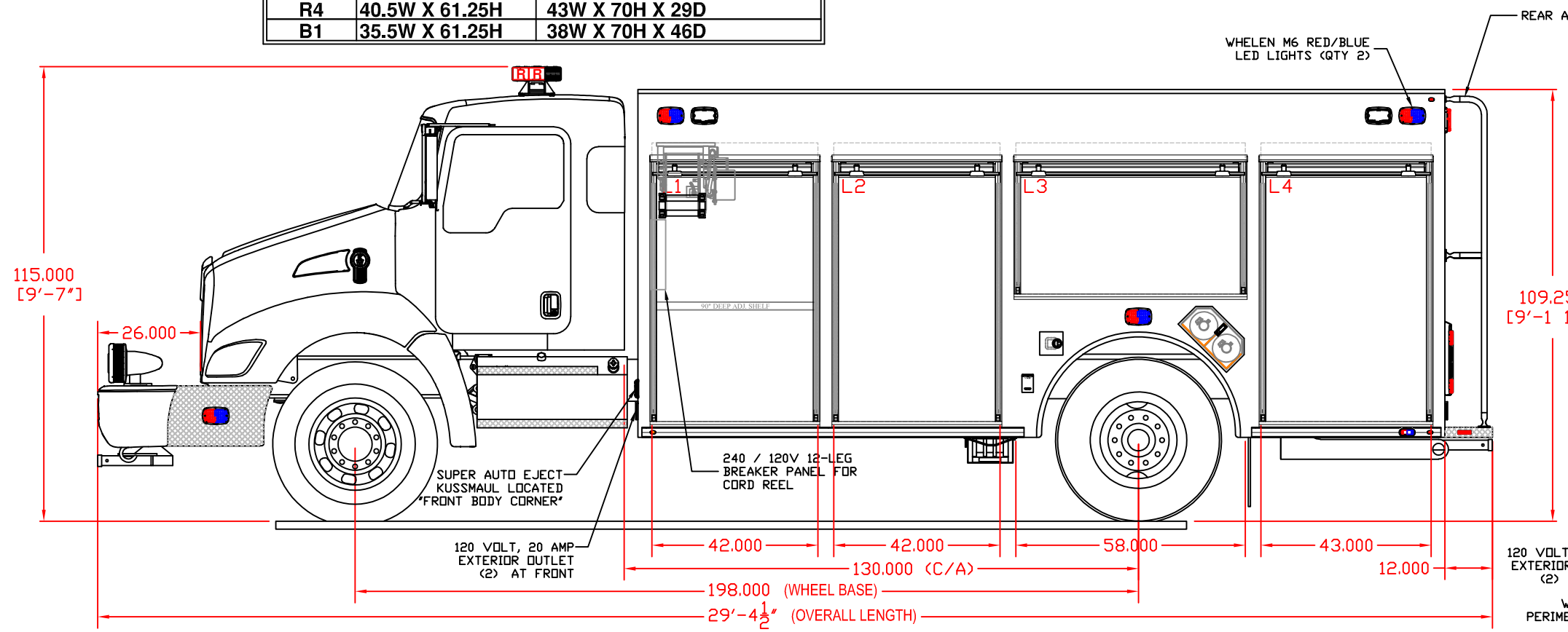


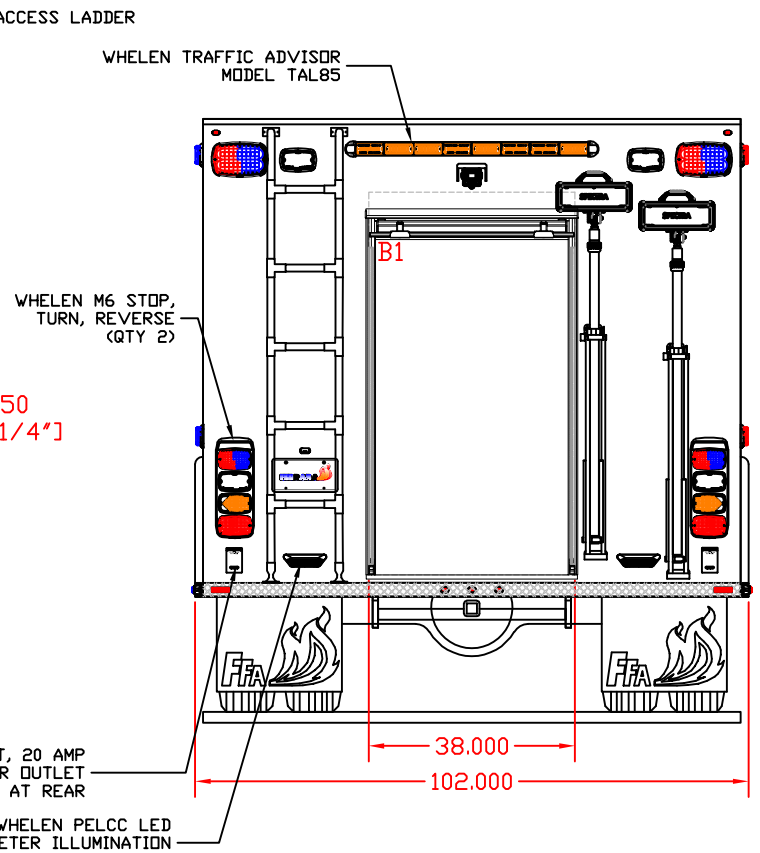


COMPARTMENT DIMENSIONS		
COMPT.	OPENING	INTERIOR
L1	39.5W X 61.25H	42W X 70H X 29D/TRANS.
L2	39.5W X 61.25H	42W X 70H X 29D/TRANS.
L3	55.5W X 29.25H	58W X 38H X TRANSVERSE
L4	40.5W X 61.25H	43W X 70H X 29D
R1	39.5W X 61.25H	42W X 70H X 29D/TRANS.
R2	39.5W X 61.25H	42W X 70H X 29D/TRANS.
R3	55.5W X 29.25H	58W X 38H X TRANSVERSE
R4	40.5W X 61.25H	43W X 70H X 29D
B1	35.5W X 61.25H	38W X 70H X 46D

FERRARA
REV GROUP

JOPLIN FIRE DEPT.
HEAVY RESCUE
KENWORTH T370 (2) DOOR





04-30-19 (REG)

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #:_2019-05_____ BID ITEM DESCRIPTION:_____Rescue Truck (Non-HGAC)

BID OPENING DEADLINE:__March 7, 2019_____ DEPARTMENT:__Fire_____

REQUISITION NUMBER:_____ DATE & TIME OPENED:_ 3/7/19 15:00

OPENED BY:_____Bruce Thomasson_____ WITNESSED BY:___Andy Nimmo_____

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Jons Mid America	3/7/2019	Jacob Keltner	417-887-0534		$559,905
Max Fire Apparatus	3/7/2019	Greg Moody	785-213-3565		$479,193
MacQueen Fire Apparatus	3/7/2019	David Wunderlin	417-437-1001		515,042

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #:_2019-05_____ BID ITEM DESCRIPTION:_____Rescue Truck (HGAC)

BID OPENING DEADLINE:__May 3, 2019_____ DEPARTMENT:__Fire_____

REQUISITION NUMBER:_____ DATE & TIME OPENED:_ 5/3/19 0:00

OPENED BY:_____Jim Furgerson_____ WITNESSED BY:___Bruce Thomasson_____

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Jons Mid America	5/3/2019	Jacob Keltner	417-887-0534		$439,848
Fire Master Fire Apparatus	5/3/2019	Chris Thompson	417-793-4582		$395,528
MacQueen Fire Apparatus	3/7/2019	David Wunderlin	417-437-1001		$402,000

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

COUNCIL BILL NO. 2019-614 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Fire Master Fire Equipment, Inc., a Missouri Corporation, for the purpose of purchasing one (1) Ferrara Commercial Medium Rescue Apparatus for the not to exceed price of Three Hundred Eighty-Five Thousand Twenty-Eight and 00/100 Dollars. ($385,028.00); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018; and, containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the agreement by and between the City of Joplin and Fire Master Fire Equipment, Inc. for the purpose of purchasing one (1) Ferrara Commercial Medium Rescue Apparatus for the not to exceed price of Three Hundred Eighty-Five Thousand Twenty-Eight and 00/100 Dollars. ($385,028.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the fiscal year 2018-2019 budget appropriation as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of Thirteen Thousand Five Hundred Twenty-Eight Dollars and No Cents ($13,528.00).

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager of the City of Joplin, or his designee is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 5. That the City hereby declares that this Ordinance dealing with public safety, is considered an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Purchase Order is related to public safety, the purchase of a fire engine.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-137 ORDINANCE NO

AN ORDINANCE amending Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin, by enacting a new Section 114-798, Neighborhood Traffic Calming.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

WHERAS, the City of Joplin has received complaints from residents about vehicles travelling at high rates of speeds on residential streets in neighborhoods; and,

WHEREAS, the City of Joplin has determined that a Neighborhood Traffic Calming Policy is necessary to address this concern and for the overall health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINGED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin, is hereby amended by enacting a new Section 114-798, Neighborhood Traffic Calming, to read as follows:

"Sec. 114-798. – Neighborhood Traffic Calming

All traffic calming measures, including signs, signals, and devices, requested in residential areas are subject to the policy entitled "Neighborhood Traffic Calming Policy", attached hereto and incorporated herein as Exhibit A. All traffic calming devices approved under this chapter for the purpose of neighborhood traffic calming shall comply with Section 114-782, to the extent it is practicable."

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards,
City Attorney

Neighborhood Traffic Calming Policy *Final Draft 2019*



City of Joplin Public Works Department

Traffic Calming Review Process

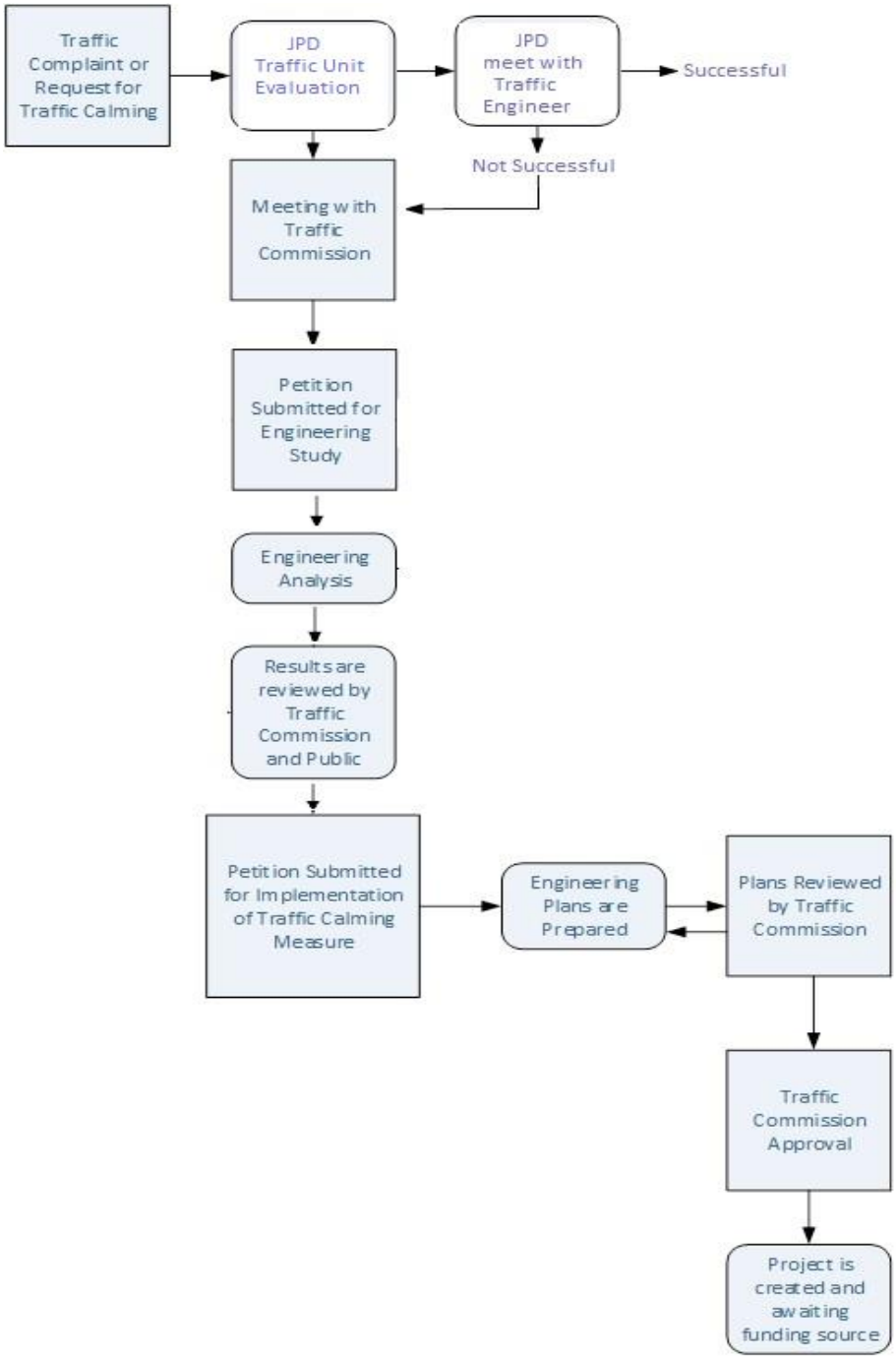


Figure 1-Flow Diagram of Traffic Calming Policy

Objective

The objective of the City of Joplin Traffic Calming Policy is to improve the livability of our neighborhoods and to minimize adverse impacts of vehicular traffic on residential and pedestrian safety through a system of education, enforcement, and engineering.

Goals

The following is a list of goals the City wishes to accomplish with this policy:

- Reduce the speed of vehicles on residential streets where an engineering study shows there is a speeding issue.
- Increase safety by reducing crash patterns on impacted residential streets.
- Develop and emphasize focused neighborhood educational programs, which address residential traffic problems.
- Implement selective enforcement actions in neighborhoods with traffic problems.
- Eliminate, or discourage, non-local, cut-through traffic on residential streets.

In implementing the Program Goals, care will be taken to:

- Encourage citizen participation throughout the Program by seeking the input of affected residents and non-resident property owners through neighborhood meetings, written communications, open forum opportunities with Traffic Commission, and with City Council.
- Minimize impacts on emergency vehicle response times caused by the implementation of neighborhood traffic calming measures.
- Respond to complaints in a timely manner.

Program Overview

This Traffic Calming Policy has been designed to ensure that each neighborhood with a proven traffic problem, determined by Traffic Analysis, has access to neighborhood traffic calming measures. The program will require significant citizen involvement. The policy has been designed to address neighborhood concerns in a timely manner by relying on staff to take the initial steps to address a perceived problem. Final traffic calming measures must be reviewed by the Traffic Commission and approved by the City Council. The level of traffic control measures, which may be implemented, is subject to available funding.

Process

The process by which a perceived problem is identified, reviewed, and possibly mitigated is a series of education, enforcement, and engineering steps. The process from notification to solution is illustrated using a flow diagram, see Figure 1.

The process is summarized in the following steps:

1. Initial Complaint and Site Review

The initiation of City involvement in mitigating a neighborhood traffic problem begins with a complaint by an individual resident or a group of residents. The complaint generally involves a perception that a significant number of motorists traveling through a neighborhood are violating the law in some way.

2. Site Review by Staff

Staff conducts a field review of the complaint and responds to the complaint within 15 working days.

3. Joplin Police Department Traffic Unit Evaluation

In the case of speeding, staff will request additional traffic enforcement by the police and/or schedule the placement of a radar speed trailer.

4. Traffic Commission Meeting with the Neighborhood

The Traffic Engineer will meet with the Traffic Commission. This meeting is scheduled on a bimonthly basis. This meeting will provide an opportunity for the neighborhood to express concerns and for staff and the commission to compare neighborhood conditions to the reasonable expectations of traffic volumes, traffic speeds, crash rates, etc. If the Traffic Commission determines that construction of a traffic calming device may be appropriate, City staff will prepare a petition for neighborhood consideration and make the petition available to residents to allow them to circulate the petition in the affected area. The City's Traffic Engineer will determine the size and definition of the affected area. The petition will describe the appropriate traffic calming device(s) and list potential benefits and problems associated with the device.

5. Engineering Analysis

If the first petition, signed by 60% of the residents (renters or owners) and allowing one signature per residence on the affected street, is submitted to the Public Works Department, City staff will conduct additional traffic analysis. A neighborhood traffic study will be prepared which reviews street cross-section, crash history, speeds, traffic counts, and conducts appropriate studies. The report will be reviewed by the Engineering Staff, Fire, Planning & Zoning, and Police, and will be made available to concerned residents.

Necessary Criteria for Consideration:

- Streets with no curb and gutter cannot have speed humps; other traffic calming devices will be considered.
- Crash history for previous three years will be reviewed. If there are no vehicular accidents within the three-year history, the street in question must meet all other criteria.
- Speed studies must indicate an 85th percentile speed of greater than 35 miles per hour or traffic calming devices will not be considered. Speed studies will only be conducted once per year per location.
- Traffic count must be over 500 average daily traffic or traffic calming devices will not be considered.
- City Staff will conduct other studies deemed appropriate for the location that could include site distance studies, pedestrian traffic, and vertical alignment.

6. Review by the Traffic Commission

The Traffic Commission and the Public, at a regularly scheduled meeting, will review the report outlining the various options and recommendations. If the City's Traffic Engineer determines that construction of a traffic calming device meets required criteria, and the Traffic Commission approves, City staff will prepare a second petition for neighborhood consideration and make the petition available to residents to allow them to circulate the petition to the affected area, as defined by the City's Traffic Engineer. The petition will describe the appropriate traffic calming device(s), list potential benefits and problems

associated with the device, and will include the City Traffic Engineer's opinion of probable cost for the improvement.

7. City Council

The City Council will review minutes from the Traffic Commission.

8. Plans Prepared and Publicly Reviewed

Upon completion, the plans will then be reviewed by the Fire Chief and Police Chief or Designee for Final Approval. Upon Approval, the Public, at a regular scheduled Traffic Commission meeting, would review the plans.

9. Traffic Calming Measure Implemented

Construction of traffic caliming device(s) will be dependent upon:

A. Construction Season - for example, traffic humps will be constructed by City's paving contractor as part of annual paving contract and will be scheduled as such.
B. City Budget – the City budget will have an account line for "Traffic Calming" and the amount available will be determined by City staff and approved by City Council during annual budget discussion. The traffic calming devices will be constructed based on a ranking system created by the City traffic Engineer and City staff using the Traffic Calming Project Ranking Criteria when total project requests are above budget allocations:
    I. 85th Percentile Speed
    II. Number of Accidents
    III. Average Daily Traffic
    IV. Pedestrian Safety
    V. Traffic Volume on Intersecting Side Streets
    VI. Verticle Alignment / Sight Distance
    VII. Street characteristics i.e. width / sidewalks/ surface/ C&G
    VIII. Order in which requests are received/approved (if needed to determine order of equally ranked projects)

10. Follow Up

The implemented traffic calming measures are monitored for effectiveness.

Approved Traffic Calming Devices

Higher Visibility Crosswalks

DESCRIPTION:
Using one of the following techniques use higher visibility crosswalks to increase driver recognition of a crosswalk:

1) Designing the crosswalk with paving blocks of contrasting colored concrete.
2) Painting the crosswalk with "zebra" stripes between the outer boundary stripes. Higher visibility crosswalks should only be used at uncontrolled crosswalks.

PURPOSE:
The primary purpose of a higher visibility crosswalk is to increase driver recognition of the crosswalk.

EFFECTIVENESS:
Higher visibility crosswalks provide more visibility to drivers than traditional crosswalks. They are also a stronger indicator of the accepted or preferred crossing location for pedestrians. As with any crosswalk, pedestrian may, however, place too high a level of reliance on the ability of the crosswalk to control diver behavior.

PARKING IMPACTS:
There are no direct parking impacts associated with installing a higher visibility crosswalk within an existing crosswalk. However, a minimum of 20-30 feet of curbside parking may need to be prohibited on each side of the crosswalk to provide increased visibility of the crosswalk.

TRANSIT SERVICE IMPACTS:
None.

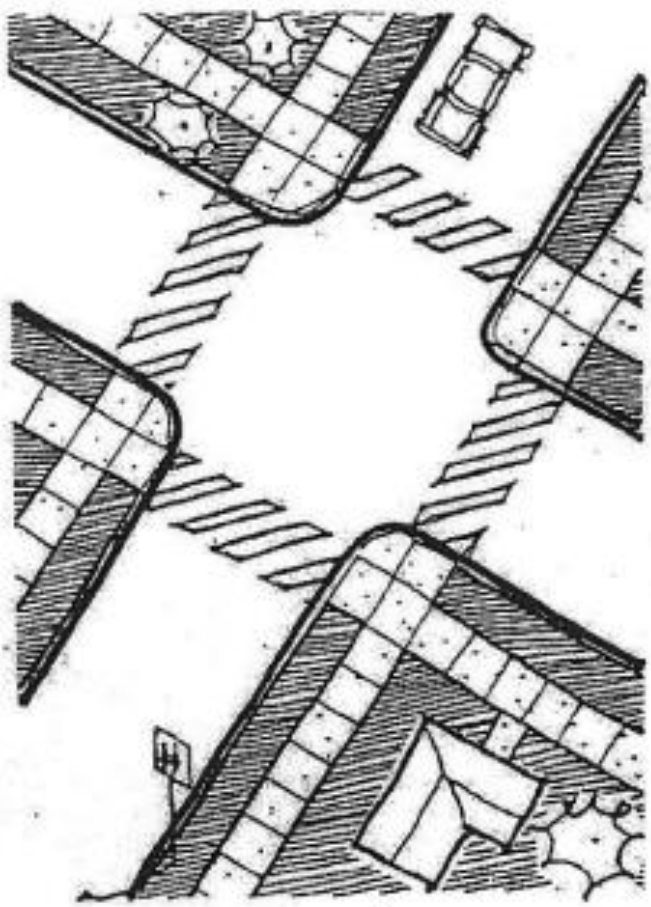
EMERGENCY SERVICE IMPACTS:
None.

NOISE IMPACTS:
Noise impacts are minimal for "zebra" striped crosswalks. Crosswalks designed with paving blocks or contrasting colored concrete can produce significant amount of noise, depending on the design.

OTHER CONSIDERATIONS:
Installation of higher visibility crosswalks would increase maintenance costs. There are also traffic control signs and pavement markings associated with crosswalks that are typically not attractive.

GUIDELINES:
The City Council may consider the installation of higher visibility crosswalks if the criteria listed below are satisfied.

1) A speed survey must demonstrate that a least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



Entrance Treatments

DESCRIPTION:
Entrance treatments consist of physical and textural changes to streets and are located at key entryways into a neighborhood.

PURPOSE:
Entrance treatment create visual, and in some cases audible, cues that tell drivers they are entering a local residential area or that the surrounding land uses are changing. The intent is a reduction in speed.

EFFECTIVENESS:
Entrance treatments have minimal influence on a familiar drivers' routine behavior. Overall speeds and total volumes are not influenced, but it is believed that drivers are made more aware of the environment in which they are driving and are more considerate of pedestrians. Unfamiliar drivers may be influenced to avoid the use of a neighborhood street with an entrance treatment when searching for a through route.

PARKING IMPACTS:
None

TRANSIT SERVICE IMPACTS:
None

EMERGENCY SERVICE IMPACTS:
None.

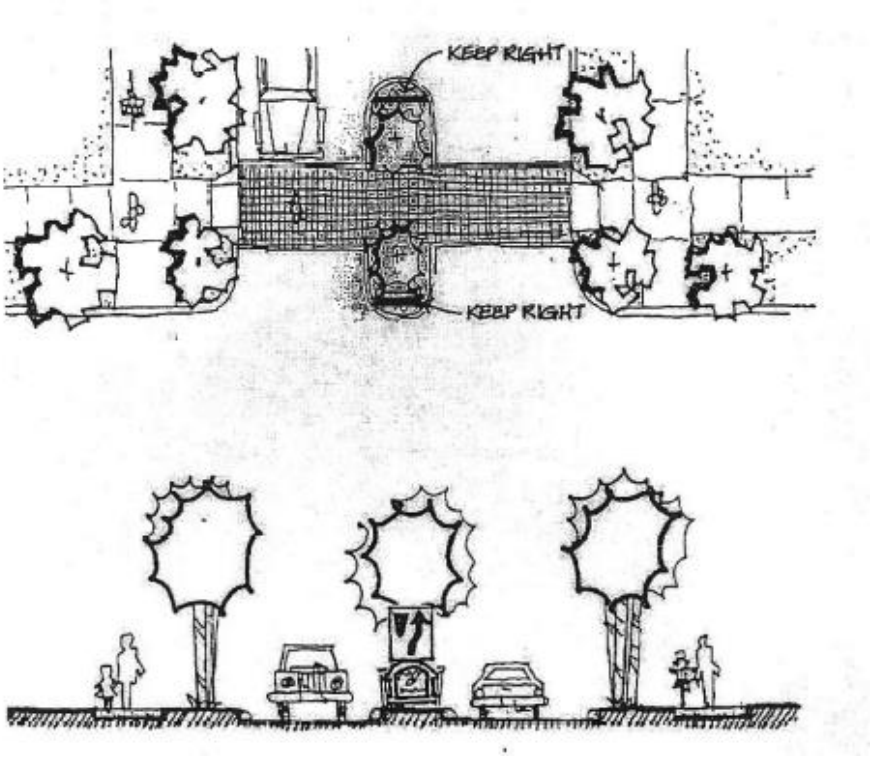
NOISE IMPACTS:
Textured pavements will introduce some new noise.

OTHER CONSIDERATIONS:
None.

GUIDELINES:
The City Council may consider the installation of entrance treatments if the criteria listed below are satisfied.

1) A speed survey must demonstrate that a least 2/3 (67%) of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than or approximately 1,500 vehicles per 24-hour period or 150 vehicles per hour, total in both directions

on an average weekday.



Speed Humps

DESCRIPTION:
Speed humps are pavement undulations installed along a roadway for the purpose of regulating traffic speed. There is a significant difference between speed humps and speed bumps, which are devices commonly used in shopping center parking lots. A speed bump is an abrupt pavement feature, three or four inches high and only one to three feet in length at the base (measured in the direction of vehicle travel). A speed hump, on the other hand, is generally 3 inches in height, but much gentler in configuration, with a length of at least 12 feet at the base. Speed humps properly designed and placed in appropriate locations control speed without the "jarring" effect of speed bumps. Each installation should consist of a minimum of three humps, spaced at 300-400 feet apart. Because visibility of the speed humps is very important, they will be identified with appropriate signs and markings.

PURPOSE:
Speed humps are intended to reduce vehicle speeds and/or divert traffic.

EFFECTIVENESS:
Twelve-foot speed humps may be effective at encouraging 25-mph vehicle speeds. Speeds determined by height and spacing; speeds between humps have been observed to be reduced between 20 and 25 percent on average.

PARKING IMPACTS:
None

TRANSIT SERVICE IMPACTS:
Like other vehicles, buses must cross a speed hump at reduced speeds. Transit service representatives must have an opportunity to review all speed humps that are proposed.

EMERGENCY SERVICE IMPACTS:
Like other vehicles, emergency response vehicles must cross a speed hump at reduced speeds. The speed hump design selected for a street takes into consideration whether it is used as a primary response route. The Fire Department has an opportunity to review all speed humps that are proposed. An opportunity to comment on proposed speed humps must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council will consider these comments in their review.

NOISE IMPACTS:
Speed humps generate some noise. The only mitigation is to consider a hump's proximity to homes when determining where humps might be located.

GUIDELINES:
Traffic volumes typically decrease slightly after speed humps are constructed. Additional signage may be objectionable to residents.

The City Council may consider the installation of speed humps if the criteria listed below are satisfied.

1) Speed humps will be considered for a particular street section only after persistent attempts to resolve speeding by all appropriate conventional methods (posting of a speed trailer, increased enforcement, etc.) have been exhausted.

2) The street segment on which speed humps are proposed must be fairly straight and at least ¼ mile (1320 ft) long and must meet the City of Joplin's definition of a residential street. The street must include a logical segment for installation of speed humps (isolated or very short segments along a continuous street, relatively short cul-de-sacs that are less than 850 feet, and L-intersection corner areas are generally not appropriate for speed hump installations).

3) The speed limit on the proposed street must be the posted or prima facie 25 miles per hour or less.

4) A speed survey must demonstrate that at least 2/3 (67%) of the motorists exceed the 25-mile per hour speed limit.

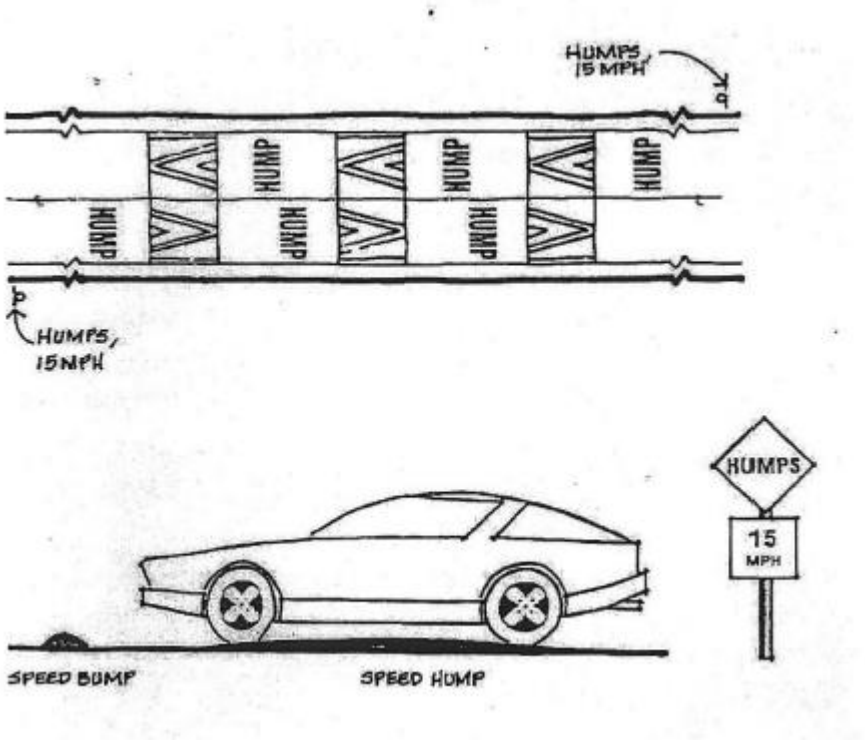
5) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.

6) The average traffic volume must be approximately 1,500 vehicles per 24-hour period or 150 vehicles per hour, total in both directions on an average weekday.

7) The street must have a sustained longitudinal grade of 6% or less. Exceptions may be allowed for steeper street grades where the steeper grades prevail over relatively short distances. For instance, grades up to 8% may be acceptable for up to 400 feet and grades up to 10% may be acceptable for up to 200 feet.

8) The street must have a horizontal and vertical alignment such that there is adequate sight distance, as determined by the Director of Public Works. Example: A proposed speed hump must be visible from a three and one-half foot height at 150 feet.

9) An opportunity to comment on proposed speed humps must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council in their review will consider these comments.



Curb Extensions or Chokers (bulb-outs)

DESCRIPTION:
Curb extensions or chokers narrow the street by widening the sidewalk or the landscaped parking strip.

PURPOSE:
These devices are employed to make pedestrian crossings easier, to narrow the roadway, or to slow traffic.

EFFECTIVENESS:
Curb extensions effectively improve pedestrian safety by reducing the street crossing distance and improving sight distance. They also influence driver behavior by changing the appearance of the street.

PARKING IMPACTS:
Parking impacts are minimal. However, each curb extension occupies street area that might otherwise be available for curbside parking.

TRANSIT SERVICE IMPACTS:
Curb extension do not adversely impact transit service. Curb extensions at transit stops enhance service by moving the curb so riders step directly between the sidewalk and bus door.

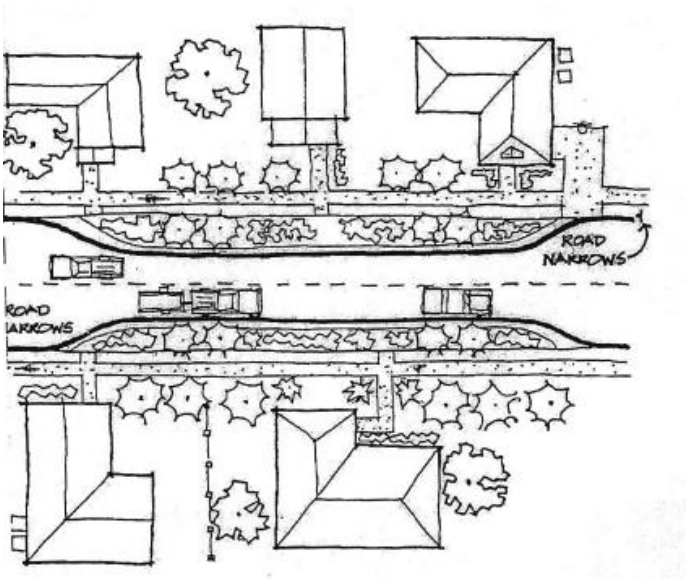
EMERGENCY SERVICE IMPACTS:
None.

NOISE IMPACTS:
None.

OTHER CONSIDERATIONS:
Where the crowns of the street are steep, curb extensions may actually go "uphill" because the new curb is higher than the original curb. If poorly designed, this can result in puddles on the sidewalk.

GUIDELINES:
The City Council may consider the installation of higher visibility crosswalks or curb extensions if the criteria listed below are satisfied.

1) A speed survey must demonstrate that a least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



Traffic Circles

DESCRIPTION:
Traffic circles require drivers to slow to a speed that allows them to comfortably maneuver around them. Traffic circles are three or more road intersections with raised islands placed at the center of the intersection. They may be landscaped with ground cover and street trees.

PURPOSE:
The primary purpose of traffic circles is to slow high-speed traffic. An additional benefit is that they reduce the number of angle- and turning-type collisions.

EFFECTIVENESS:
Traffic circles are very effective at lowering speeds in their immediate vicinity. Traffic circles are most effective when constructed in a series on a local service street.

PARKING IMPACTS:
A minimum of 30 feet of curbside parking must be prohibited along the through street at all four corners of the intersection.

TRANSIT SERVICE IMPACTS:
Buses can maneuver around traffic circles at slow speeds provided vehicles are not illegally parked near the circles.

EMERGENCY SERVICE IMPACTS:

Fire trucks can maneuver around traffic circles at slow speeds provided vehicles are not illegally parked near the circles. An opportunity to comment on proposed traffic circles must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council in their review will consider these comments.

NOISE IMPACTS:

Noise impacts are minimal. There may be some noise related to vehicles decelerating and accelerating near the circles.

OTHER CONSIDERATIONS:

If well maintained, traffic circles can be very attractive. However, there are also a lot of traffic control signs and pavement markings associated with circles that are not as attractive. Traffic circles are less effective at T-intersections and very difficult to design for offset intersections.

GUIDELINES:

The purpose of these design criteria is to provide, at the lowest cost possible, a traffic circle that will reduce traffic speeds and crash while allowing for the movement of large vehicles through the intersection. These design criteria will also provide the largest possible traffic circle, and thereby allow maximum landscaping for beautification (as funding allows), and to visually warn drivers of the obstruction.

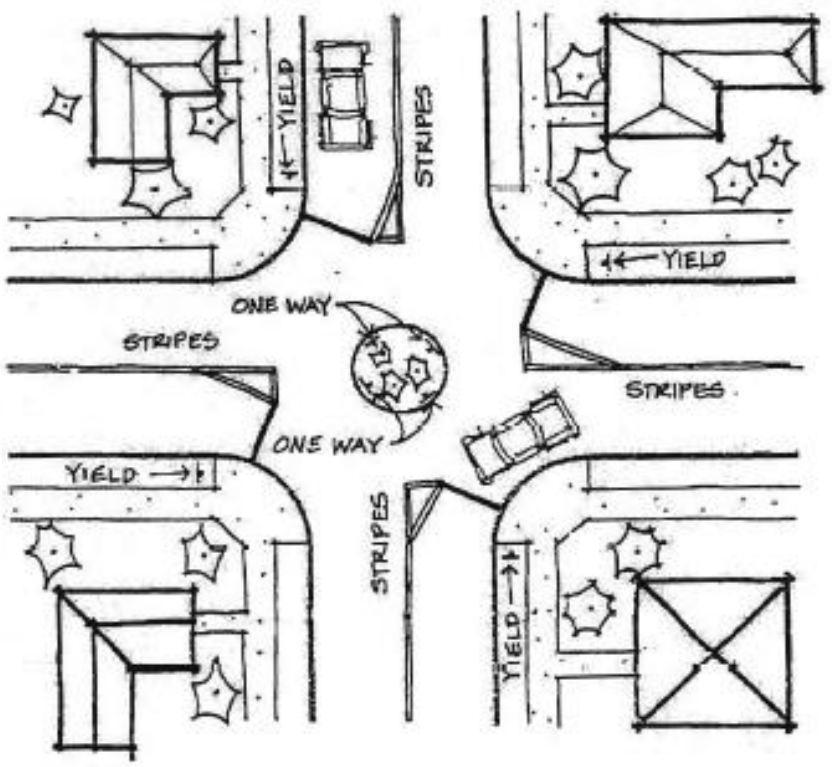
There will be cases where these design criteria cannot be totally followed and or where one or more curb returns have to be reconstructed. Some of these cases occur where intersecting streets are of different widths, and or where one or more of the intersecting streets are offset or angled. There will also be situations requiring that special attention be given to landscape and aesthetic considerations. In these cases, engineering judgment will be used in following the design criteria as closely as possible, with traffic safety and operation of prime concern.

Design Criteria (refer to the Traffic Circle Diagram for an explanation of terminology):

1) The distance between a traffic circle and the street curb projection (offset distance) will be determined based upon intersection geometry.
2) The width between a traffic circle and a curb return (opening width) will be determined based upon intersection geometry.
3) As the offset distance decreases, the opening width shall increase based upon intersection geometry.
4) The outside 2 feet of the traffic circle will be constructed with a mountable monolithic cement concrete curb and pavement surface doweled to the existing pavement.
5) Where landscaping is installed, traffic circles less than 15 feet in diameter will have one tree centered along with other plantings.
6) Where landscaping is installed, traffic circle greater than or equal to 15 feet in diameter will have three trees equally spaced and set back 4 feet from the curb face along with other plantings.

The City Council may consider the installation of traffic circles if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



Roundabout

DESCRIPTION:
A roundabout is a modern version of a traffic circle with approach diverter islands. A circular island is placed in the center of an existing local street intersection. Traffic approaching the intersection is guided around the circular island. Roundabouts are generally designed to require approaching traffic to slow down when entering the intersection, while allowing a relatively easy exit movement for traffic exiting the intersection.

PURPOSE:
The purpose of a roundabout is to reduce intersection approach speeds and reduce the potential for angle and turning-type crashes, while maintaining or possibly increasing the capacity of an intersection.

EFFECTIVENESS:
Roundabouts are very effective at lowering speeds in their immediate vicinity. They are also very effective at reducing turning-type collisions; however, the potential for crashes could increase initially until drivers become accustomed to the change.

PARKING IMPACTS:
Due to the approach diverter islands associated with a roundabout, 30-50 feet of curbside parking prohibitions may be required at all four corners of an intersection.

TRANSIT SERVICE IMPACTS:
Buses can maneuver around roundabouts at slow speeds, provided that vehicles are not illegally parked near the roundabout.

EMERGENCY SERVICE IMPACTS:
An opportunity to comment on proposed roundabouts must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council will consider these comments in their review.

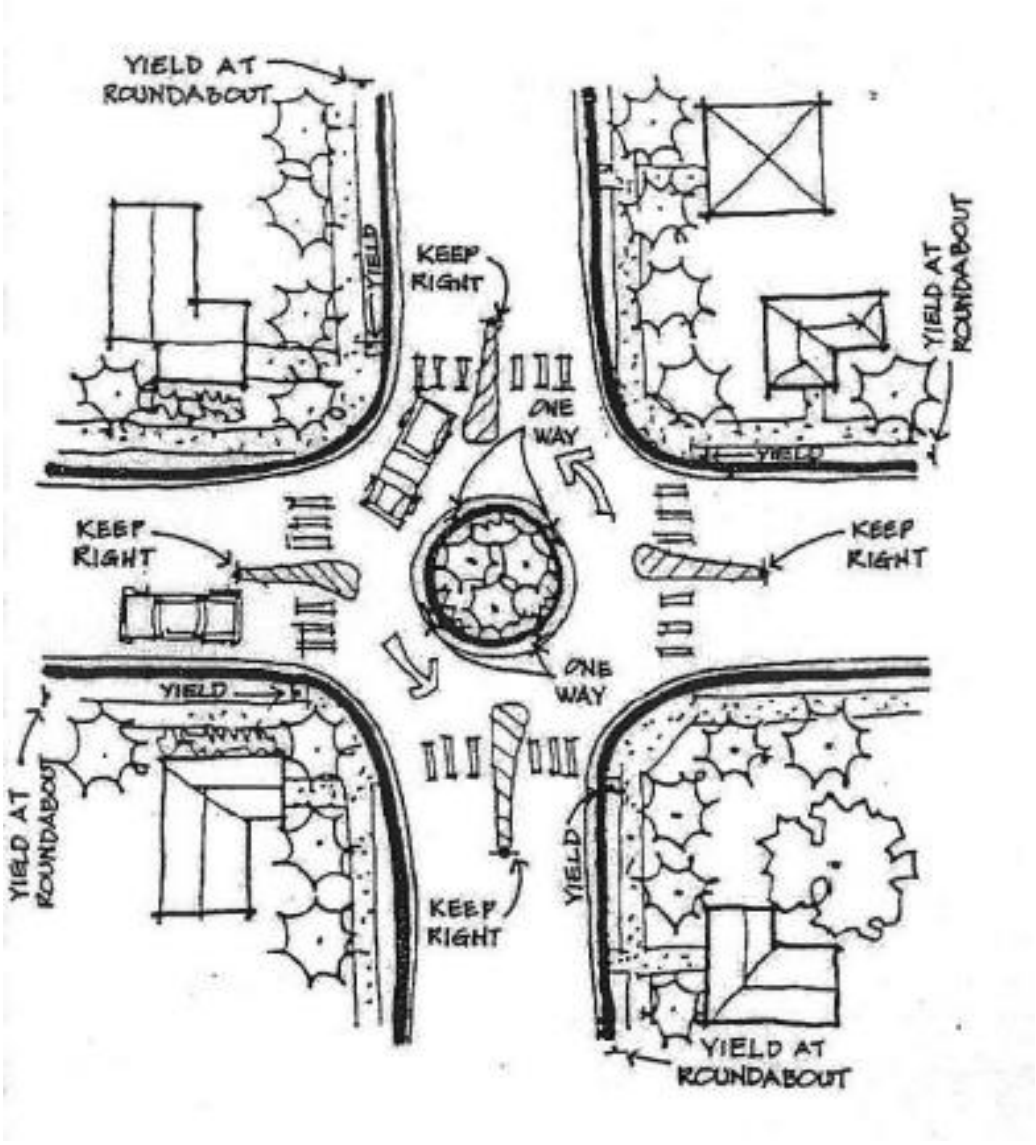
NOISE IMPACTS:
Noise impacts are minimal. There may be some noise related to vehicles decelerating near a roundabout.

OTHER CONSIDERATIONS:
If well maintained, roundabouts can be very attractive. However, there are also a lot of traffic control signs and pavement markings associated with roundabouts that would likely be unattractive.

Roundabouts are very difficult to design at T-intersections, skewed intersections, and offset intersections.

GUIDELINES:
The City Council may consider the installation of a roundabout if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



One-way Street(s)

DESCRIPTION:
One or more streets within a neighborhood can be designated as "one-way", thereby redefining traffic patterns within the neighborhood.

PURPOSE:
The primary purpose of one-way street (s), as a traffic-calming tool, is to prohibit certain neighborhood cut-through movement.

EFFECTIVENESS:
One-way streets can be very effective at eliminating cut-through traffic in the prohibited direction of travel. However, a series of one-way streets can actually increase travel

distances to certain residences thereby increasing overall traffic volumes on individual roadway segments.

PARKING IMPACTS:
None.

TRANSIT SERVICE IMPACTS:
Buses would be required to follow the one-way direction of travel. The length of a bus route could consequently increase due to the installation of one-way streets.

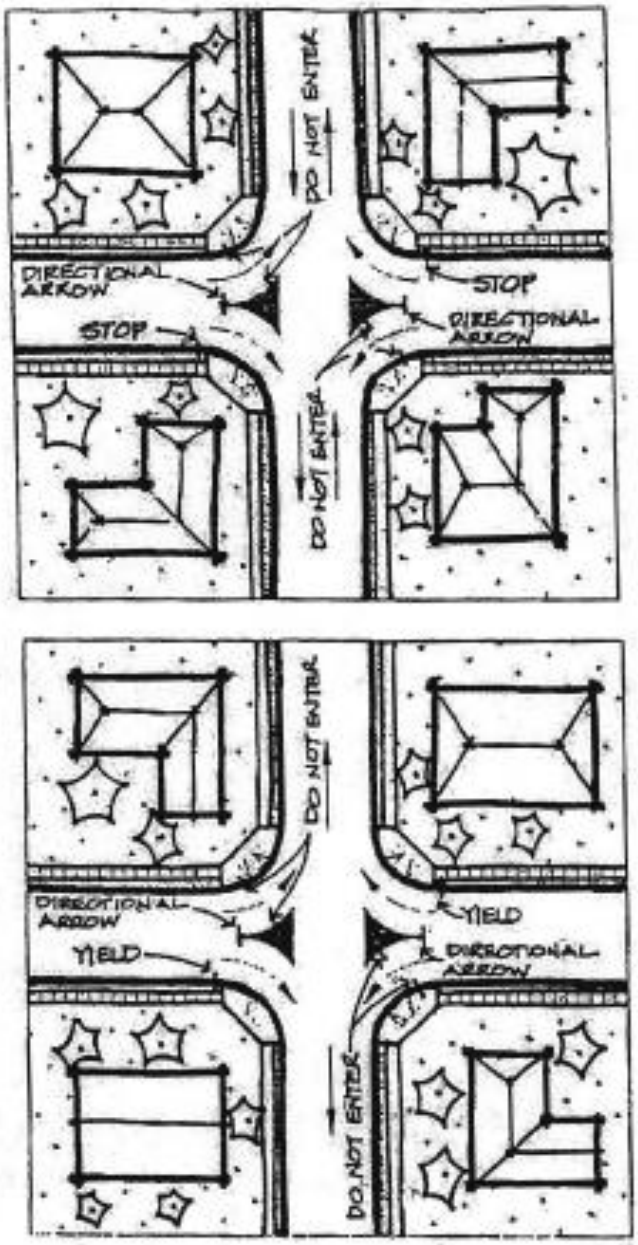
EMERGENCY SERVICE IMPACTS:
Fire trucks and other emergency vehicles could proceed along a one-way street in the wrong direction of travel required for an emergency. An opportunity to comment on proposed one-way streets must be provided to appropriate emergency service agencies and transportation service agencies. These comments will be considered by the Traffic Commission and the City Council in their review.

NOISE IMPACTS:
None

OTHER CONSIDERATIONS:
If a wide residential street is converted to a one-way street, an unfamiliar motorist exiting a residential driveway along the street may not easily understand the direction of one-way travel. A substantial number of "one-way" signs, corresponding to the number of driveways along the street, would be required to indicate the proper direction of travel to unfamiliar motorists. These signs would likely be perceived as very unattractive. 'Wrong-Way" and "Do Not Enter" signs, located at the end of a one-way street, would also be aesthetically unpleasing.

GUIDELINES:
The City Council may consider the installation of a one-way street if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.


DO NOT ENTER
DIRECTIONAL ARROW
STOP
STOP
DIRECTIONAL ARROW
DO NOT ENTER
DO NOT ENTER
DIRECTIONAL ARROW
YIELD
YIELD
DIRECTIONAL ARROW
DO NOT ENTER

Median Barriers

DESCRIPTION:
A median barrier is a concrete curb or island that is located along the centerline of a street and continues through the street's intersection with a given cross street.

PURPOSE:
Strategically located median barriers reduce traffic volumes on a street. Median barriers can be designed to prevent left turns from the through street and left turns and through moves from the cross street. They can also be designed to permit left turns into the cross street, while prohibiting left and through movements from the cross street.

EFFECTIVENESS:
Median barriers are very effective in reducing volumes.

PARKING IMPACTS:
Medians may not significantly impact curbside parking opportunities, but in some cases parking would be prohibited to accommodate the remaining turning movements or to make room for a wider median barrier.

TRANSIT SERVICE IMPACTS:
Median barriers would prevent transit service on the cross street that is blocked.

EMERGENCY SERVICE IMPACTS:
The turn restrictions imposed by a median barrier would apply to emergency vehicles as well and are not typically used when the street being blocked is a primary fire response route. An opportunity to comment on proposed median barriers must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council in their review will consider these comments.

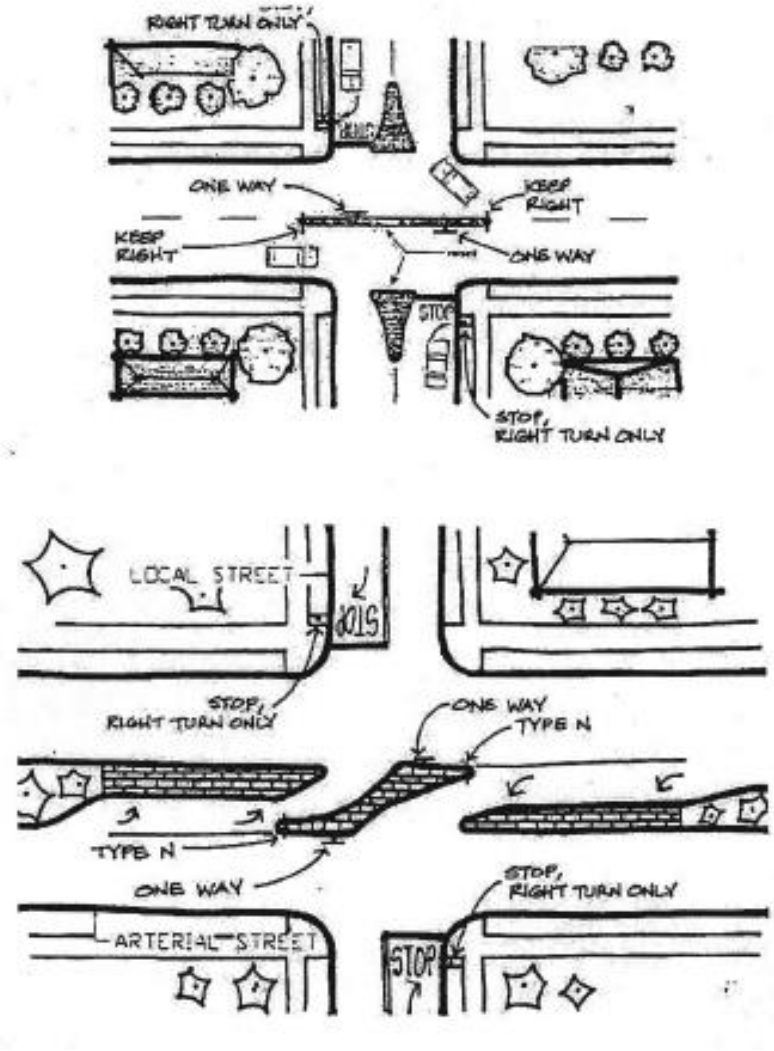
NOISE IMPACTS:
None.

OTHER CONSIDERATIONS:
Median barriers apply to all drivers, including local residents. Very special care must be taken to consider the availability, capacity, and appropriateness of the alternative routes drivers might use if a semi-diverter is constructed.

Provision should be made to make median barriers passable for pedestrians and bicyclists.

GUIDELINES:
The City Council may consider the installation of median barriers if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



Semi-Diverters or Half Closures

DESCRIPTION:
Semi-diverters or half closures are located at intersections and limit access to a street by blocking the "receiving" lane of the street. They prevent drivers from entering certain legs of an intersection.

PURPOSE:
Strategically located semi-diverters can effectively reduce traffic volumes on a street.

EFFECTIVENESS:
Semi-diverters are very effective in reducing volumes.

PARKING IMPACTS:
Semi-diverters do not significantly impact curbside parking opportunities.

TRANSIT SERVICE IMPACTS:
Semi-diverters are typically only considered on non-transit streets

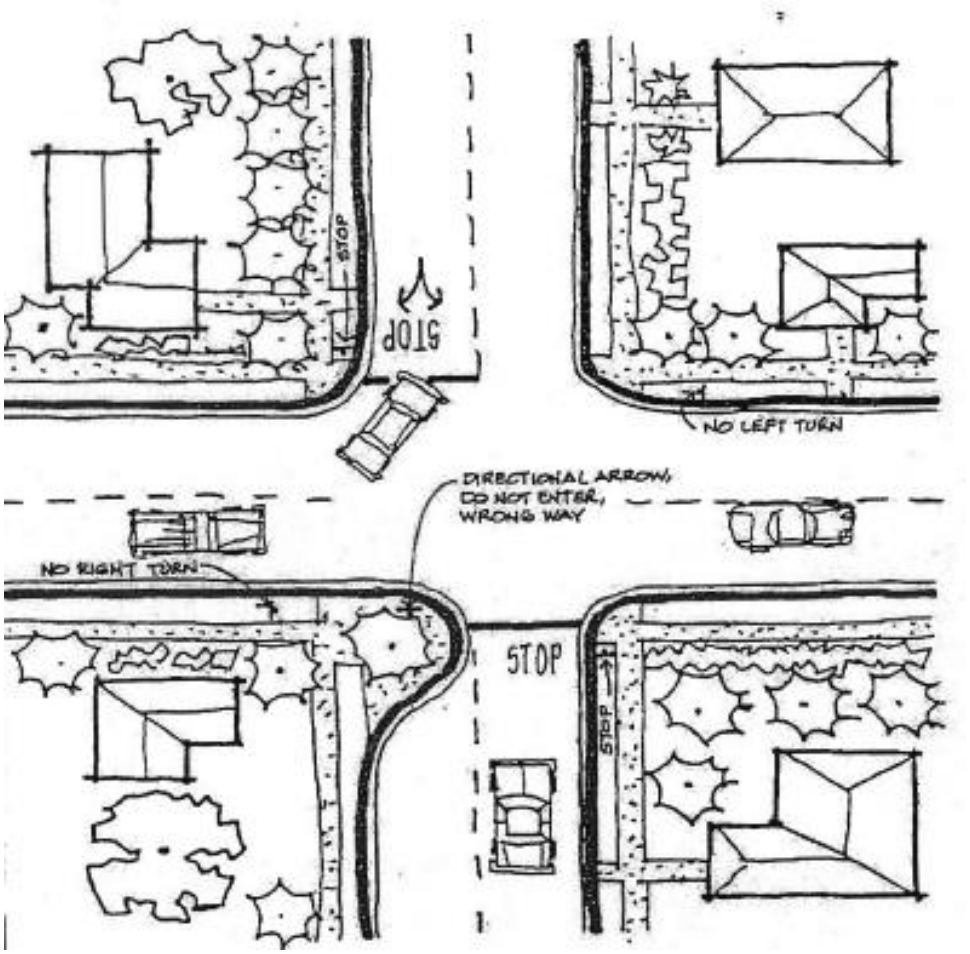
EMERGENCY SERVICE IMPACTS:
Semi-diverters allow a higher degree of emergency vehicle access than cul-de- sacs or diagonal diverters. Semi-diverters can be designed to allow emergency vehicle access, but careful consideration needs to be given to their use on primary fire response routes. An opportunity to comment on proposed semi-diverters or half closures must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council in their review will consider these comments.

NOISE IMPACTS:
None.

OTHER CONSIDERATIONS:
Semi-diverters apply to all drivers, including local residents. Very special care must be taken to consider the availability, capacity, and appropriateness of the alternative routes drivers might use if a semi-diverter is constructed.

GUIDELINES:
The City Council may consider the installation of semi-diverters or half closures if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24-hour period or 150 vehicles per hour, total in both directions on an average weekday.



Diagonal Diverters

DESCRIPTION:
Diagonal diverters place a barrier diagonally across an intersection, disconnecting the legs of the intersection.

PURPOSE:
Strategically located diagonal diverters reduce traffic volumes on a street. Diagonal diverters prevent all through moves at an intersection.

EFFECTIVENESS:
Diagonal diverters are very effective in reducing volumes.

PARKING IMPACTS:
None.

TRANSIT SERVICE IMPACTS:
Diagonal diverters should not be considered on transit streets.

EMERGENCY SERVICE IMPACTS:
Generally, the turn restrictions imposed by a diagonal diverter would apply to emergency vehicles as well and are typically not used on primary fire response routes. However, diagonal diverters can be designed and installed to provide for emergency vehicle access. An opportunity to comment on proposed diagonal diverters must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council will consider these comments in their review.

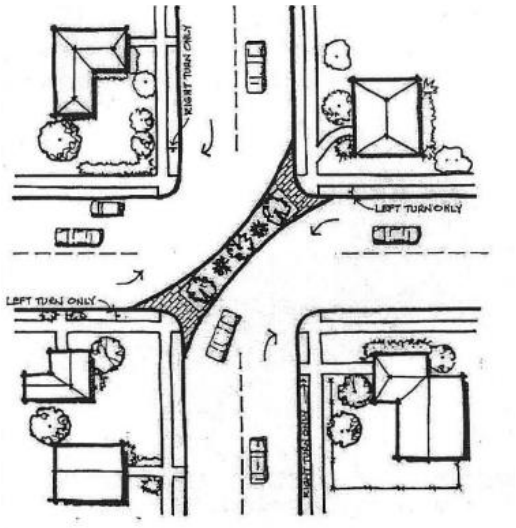
NOISE IMPACTS:
None.

OTHER CONSIDERATIONS:
Diagonal diverters apply to all drivers, including local residents. Very special care must be taken to consider the availability, capacity, and appropriateness of the alternative routes drivers might use if a diagonal diverter is constructed.

Provision should be made to make diagonal diverters passable for pedestrians and bicyclists.

GUIDELINES:
The City Council may consider the installation of diagonal diverters if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.



Cul-de-sac or Street Closures

DESCRIPTION:
Either closing a street at an intersection or at a mid-block location creates cul-de-sacs. Pedestrian access is provided across a landscaped island. The closure must be located away from driveways.

PURPOSE:
The purpose of a cul-de-sac is to eliminate through traffic and/or reduce speeding on long uninterrupted sections of roadway.

EFFECTIVENESS:
Cul-de-sacs are very effective at reducing traffic volumes on the cul-de-sac roadway; however, diverted traffic can increase traffic volumes on adjacent roadways.

PARKING IMPACTS:
Up to 150 feet of curbside parking must be prohibited at the location where cul-de-sac(s) are being installed.

TRANSIT SERVICE IMPACTS:
Cul-de-sacs can block transit service routes, necessitating the rerouting of transit services.

EMERGENCY SERVICE IMPACTS:
Cul-de-sacs can negatively affect response times for emergency services, particularly if they are installed on primary emergency service access routes. The landscaped island that forms the cul-de-sac can be designed as a traversable island for emergency purposes. An opportunity to comment on a proposed cul-de-sac or street closure must be provided to appropriate emergency service agencies and transportation service agencies. The Traffic Commission and the City Council in their review must consider these comments.

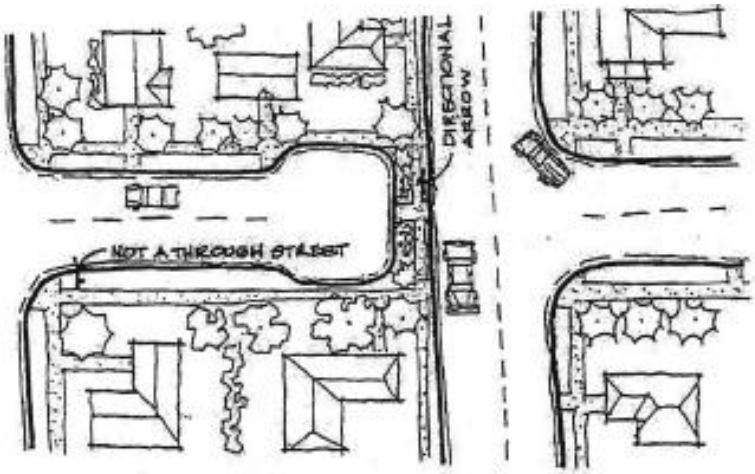
NOISE IMPACTS:
Noise impacts are minimal. In fact, there may be a reduction in noise levels due to decreased traffic volume at the cul-de-sac location.

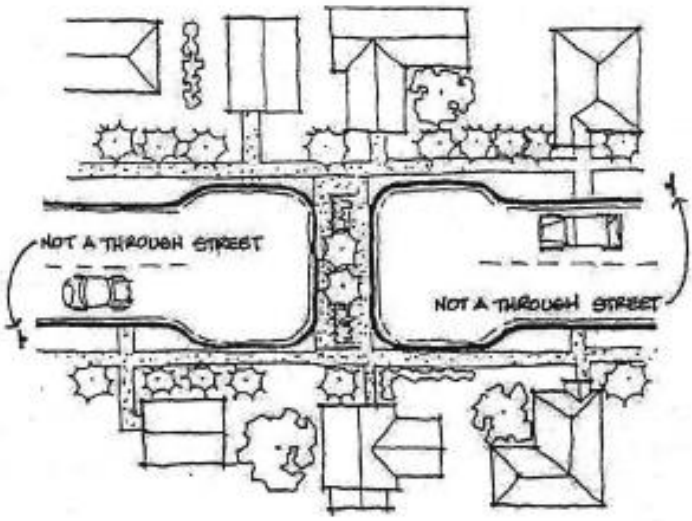
OTHER CONSIDERATIONS:
In large neighborhoods, installing a cul-de-sac on a roadway could shift a problem elsewhere, unless a strategic pattern of neighborhood traffic-calming tools is used. Cul-de-sacs can also generate confusion on the part of users searching for an address along a street. This can be resolved by renaming a portion of the street on one side of the cul-de-sac. Provisions should be made to

make the cul-de-sac (s) passable for pedestrians and bicycles.

GUIDELINES:
The City Council may consider the installation of a cul-de-sac or street closure if the criteria listed below are satisfied.

1) A speed survey must demonstrate that at least 67 percent of the motorists exceed the 25-mile per hour speed limit.
2) The street must have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 1,500 vehicles per 24- hour period or 150 vehicles per hour, total in both directions on an average weekday.





Traffic Calming Signs

DESCRIPTION:
Traffic Calming Signs are generally signs with friendly messages to motorist reminding them they are entering a residential neighborhood. The signs are posted at entrances to neighborhoods and designed in such a way as to attract motorist attention while not appearing to be a regulatory or warning sign. Signs are rotated periodically to help keep the message fresh and continue to attract the attention of drivers familiar with the neighborhood.

PURPOSE:
Traffic Calming Signs are intended to increase public awareness and support other neighborhood efforts to reduce traffic speeds and encourage safe driving practices.

EFFECTIVENESS:
Traffic Calming Signs are likely to have minimal influence on the majority of drivers. No specific tests or studies have been conducted to determine the effectiveness of the program to date. Elements of the program are intended to help maintain the long-term effect of the signs.

PARKING IMPACTS:
None.

TRANSIT SERVICE IMPACTS:
None.

EMERGENCY SERVICE IMPACTS:
None.

NOISE IMPACTS:
None.

OTHER CONSIDERATIONS:
None.

GUIDELINES:
The Traffic Commission may consider the installation of Traffic Calming Signs if the criteria listed below are satisfied.

1) A petition submitted requesting the installation of Traffic Calming Signs representing a majority of households in the neighborhood.

Or

1) A request submitted by a duly authorized representative of a Homeowners Association representing the majority of homeowners in the neighborhood.

2) The street on which the sign is to be installed shall be an entrance to the neighborhood and shall have no more than two traffic lanes; one traffic lane in each direction for two-way streets or one traffic lane for one-way streets.
3) The average traffic volume must be greater than 500 vehicles per 24-hour period or 50 vehicles per hour, total in both directions, on an average weekday.

The process for obtaining traffic calming signs will be an exception to the standard process for other traffic calming measures. Elements of the standard process, which will be excluded from the process for considering traffic calming signs, are:

Step 4 - Traffic Commission Meeting with the Neighborhood
Step 7 - Consideration by City Council
Step 8 - Plans Prepared and Publicly Reviewed
Step 10 – Follow-up

In addition, Step 5 - Engineering Analysis, will be limited to the review of potential installation locations and preparing schematic installation plans and cost estimates.

PETITION FORM

Petition to modify the traffic flow on _____ between

_____ and _____.

BEFORE YOU SIGN THIS PETITION, KNOW WHAT YOU ARE SIGNING! IT IS RECOMMENDED THAT YOU FIRST READ THE CITY'S TRAFFIC CALMING POLICY AND PROCEDURE GUIDELINE. Note: The street mentioned above will be considered for a traffic calming engineering study & cost Analysis only if the signatures below represent 60% or more of all households on the impacted street from the nearest Arterial/Collector Road in each direction. Only one signature from each household will be considered. All persons signing this petition do hereby certify that they reside within the area impacted by the traffic calming device.

Address	Name (Please Print)	Signature	Whether Owner or Renter	Phone Number		Ok if Installed in Front of My Residence (Please Initial)
				Home	Work	

Remit to: City of Joplin, Engineering Department, 602 South Main Street, Joplin, MO 64801

CITY
OF JOPLIN, MISSOURI

APPLICATION FOR TRAFFIC CALMING

Please provide the name of the street to be considered (Requested Street). Indicate the boundaries of the street segment by identifying intersecting arterial/collector streets (From and To). Consideration will be given for only that described. Complete additional applications for other street segments.

Street Study Information	
Requested Street:	
From:	
To:	

Each request must provide a contact person who lives on the requested street within the study are boundary. The contact person will receive all correspondence and be responsible for gathering evidence of support when requested.

Contact Person Information		
Name:		
Address:	**Phone Number**	
	Home:	**Work:**
Email Address:	**Cell:**	

I understand this request will be processed according to the procedures detailed in the Residential Traffic Calming Policy and Procedure by the City of Joplin. I agree to be the contact person for the above request.

Signature of Applicant: _____ **Date:** _____

Remit to: City of Joplin, Engineering Department, 602 South Main Street, Joplin, MO 64801

References:

- Traffic Calming State of the Practice, Reid Ewing, Federal Highway Department

- City of Bartlesville OK Residential Subdivision Traffic Calming Policy & Procedure

- Springfield/Greene County Comprehensive Traffic Plan
https://www.springfieldmo.gov/DocumentCenter/View/22165/Transportation-Plan-PDF

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-137 Approval for the amending of Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin by enacting a new Section 114-798, Neighborhood Traffic Calming.

MEETING DATE
July 1, 2019

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB 2019-137, traffic Calming Ordinance

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager; Dan Pekarek.

SUMMARY
This Council Bill approves the amendment to the Joplin City Code of Ordinances by amending Article 10, Traffic Control Devices, of Chapter 114, Traffic, of the Code of Ordinances of the City of Joplin by enacting a new Section 114-798, Neighborhood Traffic Calming, which includes new regulations pertaining to neighborhood traffic calming measures, and setting a date as to when this ordinance shall become effective.

BACKGROUND
In recent years City staff has received requests from Citizens for traffic calming measures to be implemented on residential streets. After researching the policies and methods from various communities, the staff determined that a policy for traffic calming measures needs to be in place. The policy will provide steps to follow which will allow the City staff to provide consistent service to each resident request.

RECOMMENDATION
Amending the Joplin City Code of Ordinances by enacting a new Section 114-798, Traffic Calming Policy Ordinance which includes new regulations pertaining to neighborhood traffic calming measures and setting a date as to when this ordinance shall become effective.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM

Council Bill 2019-615: authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS"), Missouri Prairie Foundation ("MPF"), and the City of Joplin ("City"). The Trustees enter into this MOU in recognition of their common interests in park lands held by the City of Joplin, Missouri. It is the intent of all parties to restore these areas for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

MEETING DATE

July 1, 2019

ORIGINATING DEPT

Parks

ATTACHMENTS

CB2019-615 Ordinance; Exhibit A: City of Joplin, U.S. Fish & Wildlife Service and Missouri Prairie Foundation MOU; Exhibit B: Map of park areas to be utilitized

REVIEWED BY

Dept. Head: Paul Bloomberg; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY

This Council Bill authorizes the City of Joplin to enter into an MOU with the U.S. Fish & Wildlife Service and the Missouri Prairie Foundation to restore and establish native prairie habitat on park lands held by the City of Joplin.

BACKGROUND

In 2014, the City, USFWS, and MPF entered into an agreement to manage and improve what is now called, the Joplin Prairie. In that agreement the property was transformed into a prairie grass, wild flowers and a nature preservation area.

Council Bill 2019-615 authorizes the City to enter into a similar agreement with USFWS and MPF to manage and improve certain park lands, which are outlined in Exhibited B.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the U.S. Fish & Wildlife Service ("USFWS"), Missouri Prairie Foundation ("MPF"), and the City of Joplin ("City"). The Trustees enter into this MOU in recognition of their common interests in park lands held by the City of Joplin, Missouri. It is the intent of all parties to restore these areas for the benefit of the public and wildlife, and to do so by working efficiently among the parties.

W I T N E S S E T H:

WHEREAS, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and its implementing regulations provide the authority to use recovered natural resource damages to restore, replace, rehabilitate or acquire the equivalent of the natural resources that have been injured, in accordance with a Springfield Plateau Regional Restoration Plan, and as more fully described in the Joplin Parks Project Restoration Plan (the "Joplin Parks RP"), attached hereto and incorporated by reference as Exhibit "A";

WHEREAS, The Springfield Plateau Regional Restoration Plan provides for restoration of native prairie habitat;

WHEREAS, The Joplin Parks RP identifies the project described in this MOU to restore native prairie habitat on park lands held by the City of Joplin;

WHEREAS, the planting of native wildflowers and grasses would improve the ecological functions on these areas for the benefit of migratory birds, monarch butterflies and other pollinators, and a diversity of wildlife species;

WHEREAS, The Missouri Prairie Foundation, in conjunction with the U.S. Fish and Wildlife Service, will manage and improve park property into a prairie grass, wild flower and nature preservation area for a ten (10) year period from the date of the signing of the first financial instrument, attached hereto and incorporated by reference as Exhibit "B". The City of Joplin will manage the property for the purpose of natural resource restoration and protection through periodic mowing under direction of USFWS.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term. This Agreement shall automatically terminate ten (10) years from the date of signing of the first financial instrument by the City of Joplin. USFWS and MPF will execute and deliver to City a deed terminating any and all conservation easements granted to USFWS or MPF by City pursuant to the terms of this Agreement within ninety (90) days of termination.

2. Funding. The USFWS will provide initial funds to MPF and the City of Joplin for restoration actions during a five-year period in two separate financial instruments. After the five-year restoration phase, funding for the ensuing five-year maintenance phase will be provided by a USFWS financial instrument. The intended purpose of the maintenance phase is to maintain or improve the quality of prairie habitat established at the end of the restoration phase.

3. Compensation. In the event the City of Joplin or its agents takes action to prevent the use of the restored areas as prairie habitat or allows for the construction of structures on the restored areas, the City will either restore an equal amount of area elsewhere on City-owned property in a timely manner, or will compensate the USFWS for the funds expended on that particular portion. During the term of this Agreement, City's liability shall not exceed the budget described in the Joplin Parks RP, which is ten thousand three hundred seventy-one and 00/100 Dollars ($10,371.00). After termination of this Agreement, City shall have no liability whatsoever.

4. Partner actions. The MPF and the USFWS will have the exclusive right to establish, restore, develop and maintain the real estate as a prairie grassland habitat and nature area, using native grasses and plants, in accordance with the SPRRP and more fully described in the Joplin Parks RP. The USFWS shall have access to the property for these purposes. The exact scope of work for the restoration plan will be contained in a financial instrument to be written by the USFWS. In general, the city of Joplin will be responsible for periodic prescribed mowing of the areas, MPF will be responsible for seeding, spraying, and burning the areas, and the USFWS will conduct wildlife monitoring of the area

5. Miscellaneous.

A. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

C. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by all parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation ("CITY")

_____ _____
Dan Pekarek Date
Interim City Manager

MISSOURI PRAIRIE FOUNDATION ("MPF")

_____ _____
Carol Davit, Date
Executive Director

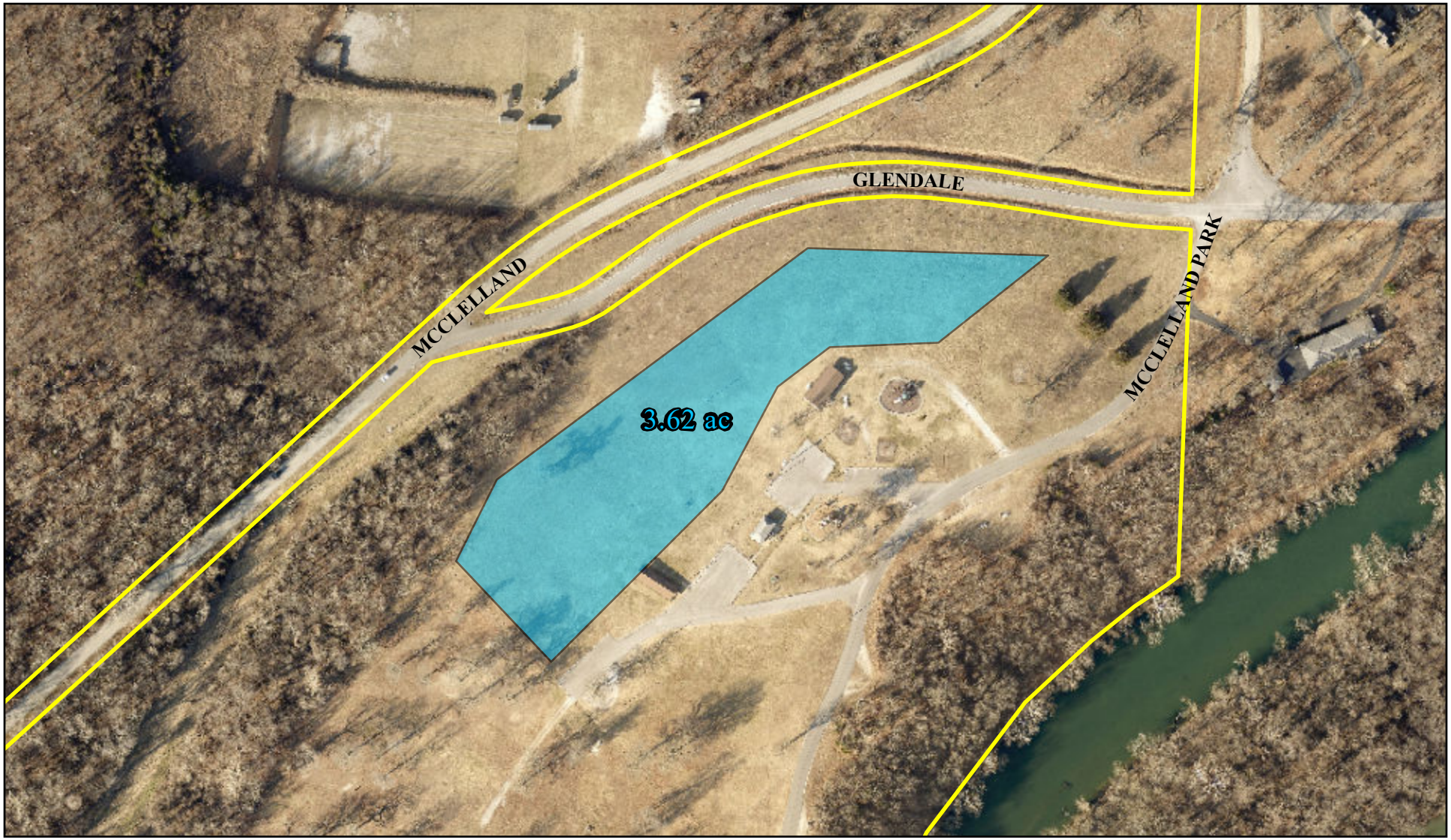
U.S. DEPARTMENT OF THE INTERIOR ("USFWS")

_____ _____
, Date
Authorized Official
Regional Director, Region 2, U.S. Fish & Wildlife Service

Scale 1:2,500

Mcclelland Park Segment

Joplin, MO



Legend

Park Segment

Park

Scale 1:2,500

200 100 0 200 400 Feet

N

W E

S

Disclaimer:
This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is a compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the are shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Date: 06/24/2019

Scale 1:2,500

Mercy Park Segment

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N

W E

S

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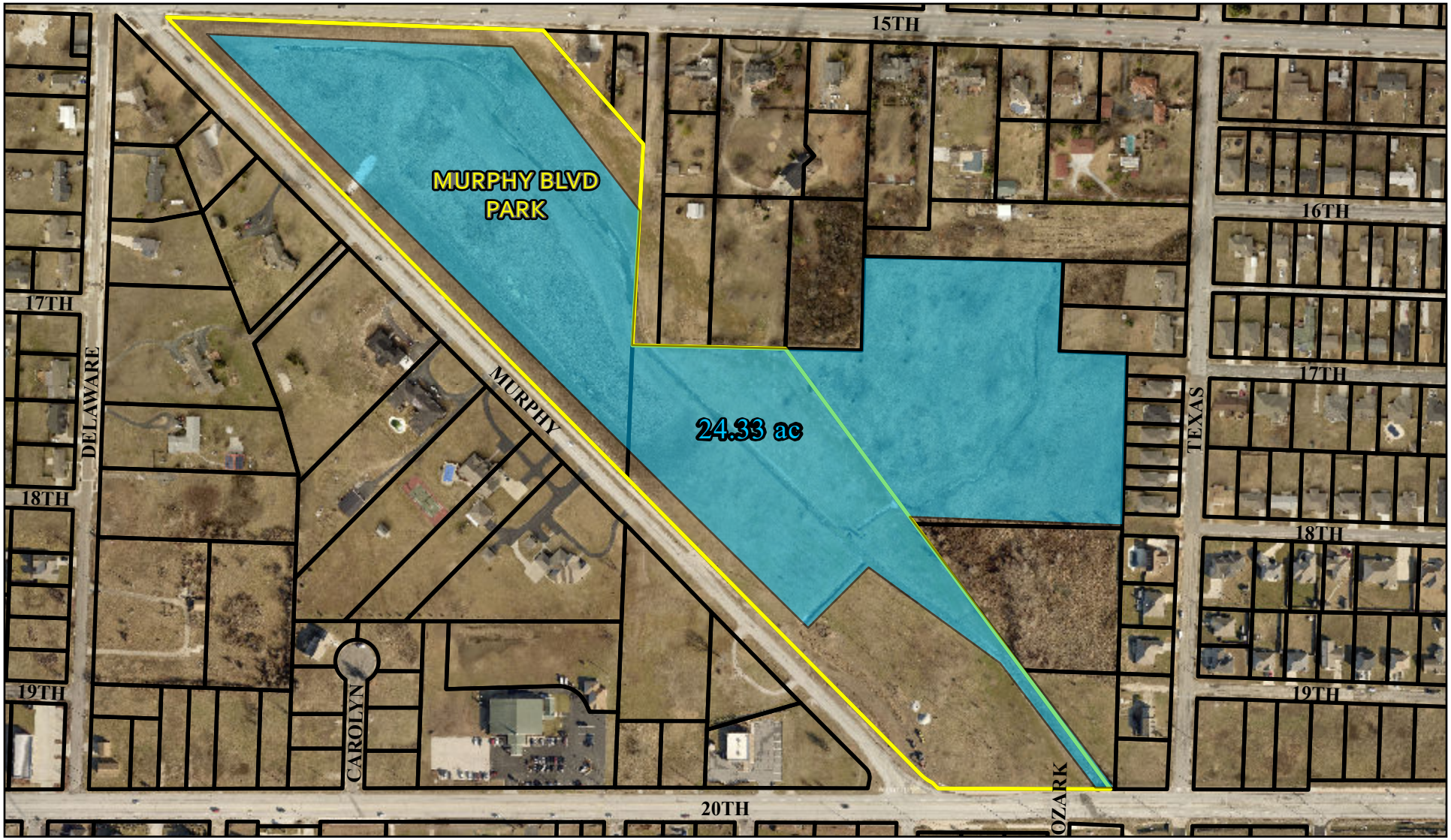
Date: 06/24/2019

Scale 1:4,000

Murphy Blvd Park Segment

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:4,000

300 150 0 300 600 Feet

N

W E

S

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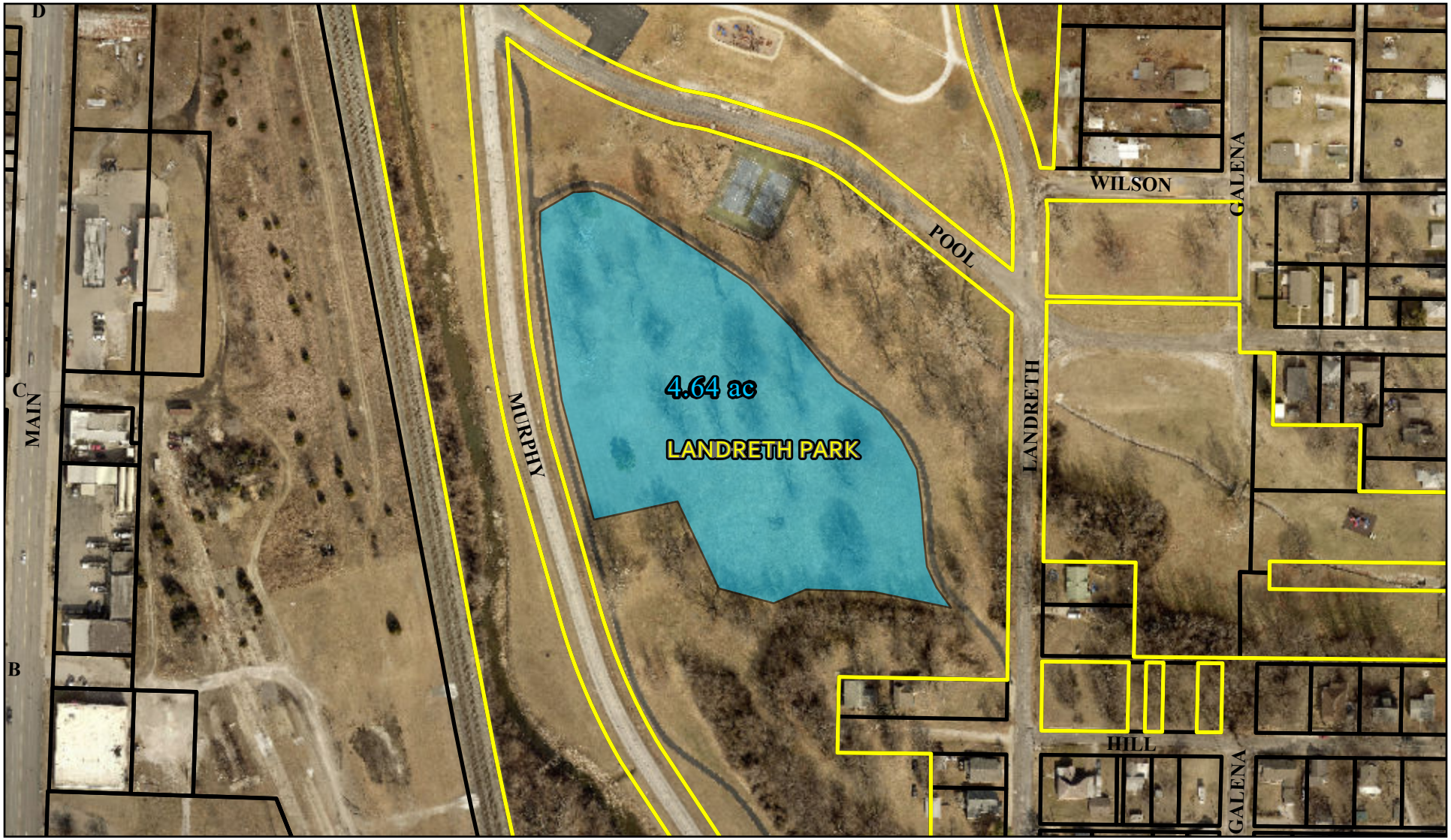
Date: 06/24/2019

Scale 1:2,500

North Landreth Park Segment

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N
W E
S

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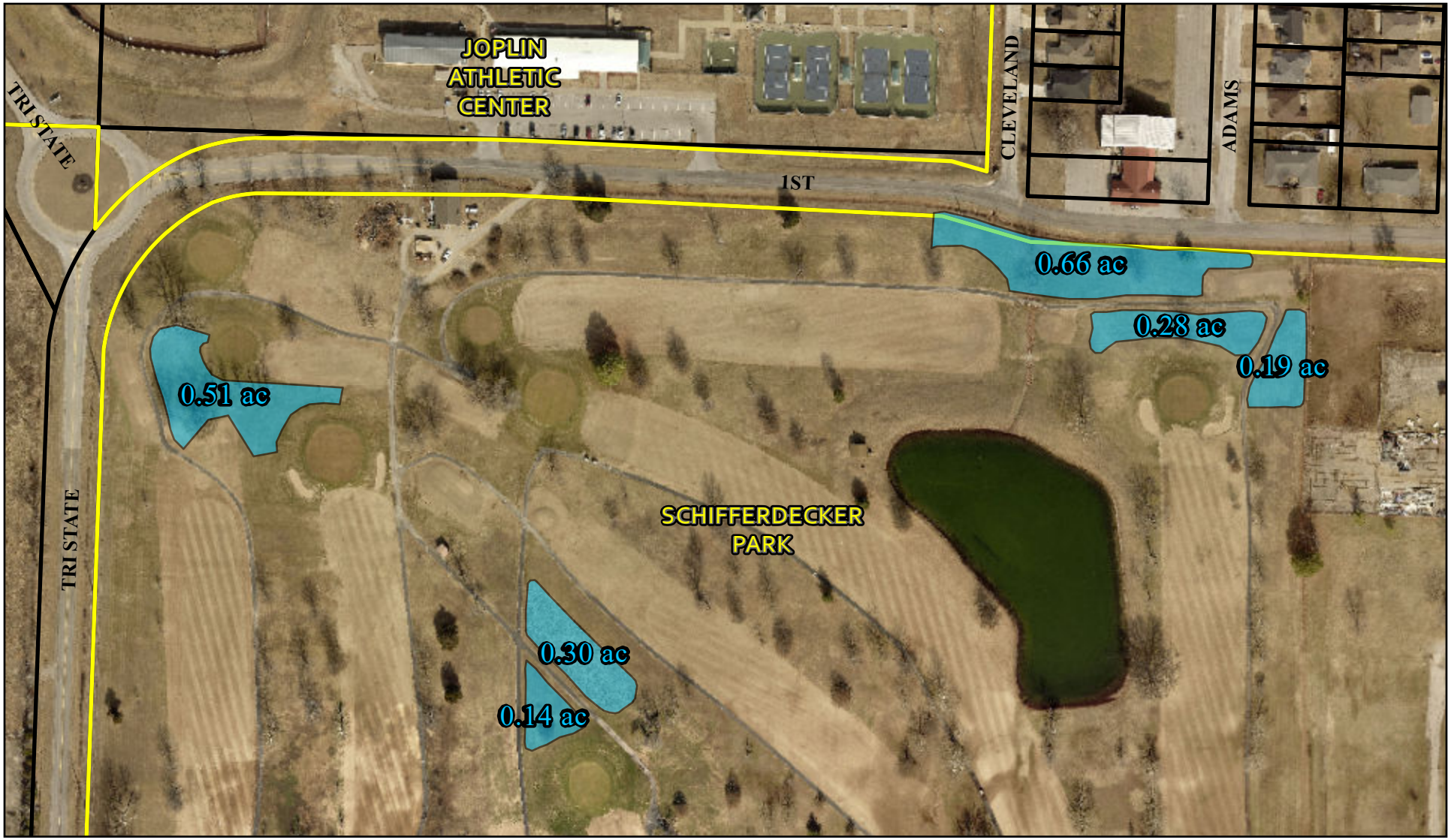
Date: 06/24/2019

Scale 1:2,500

Schifferdecker Park Northern Segments

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:2,500

200 100 0 200 400 Feet

N
W E
S

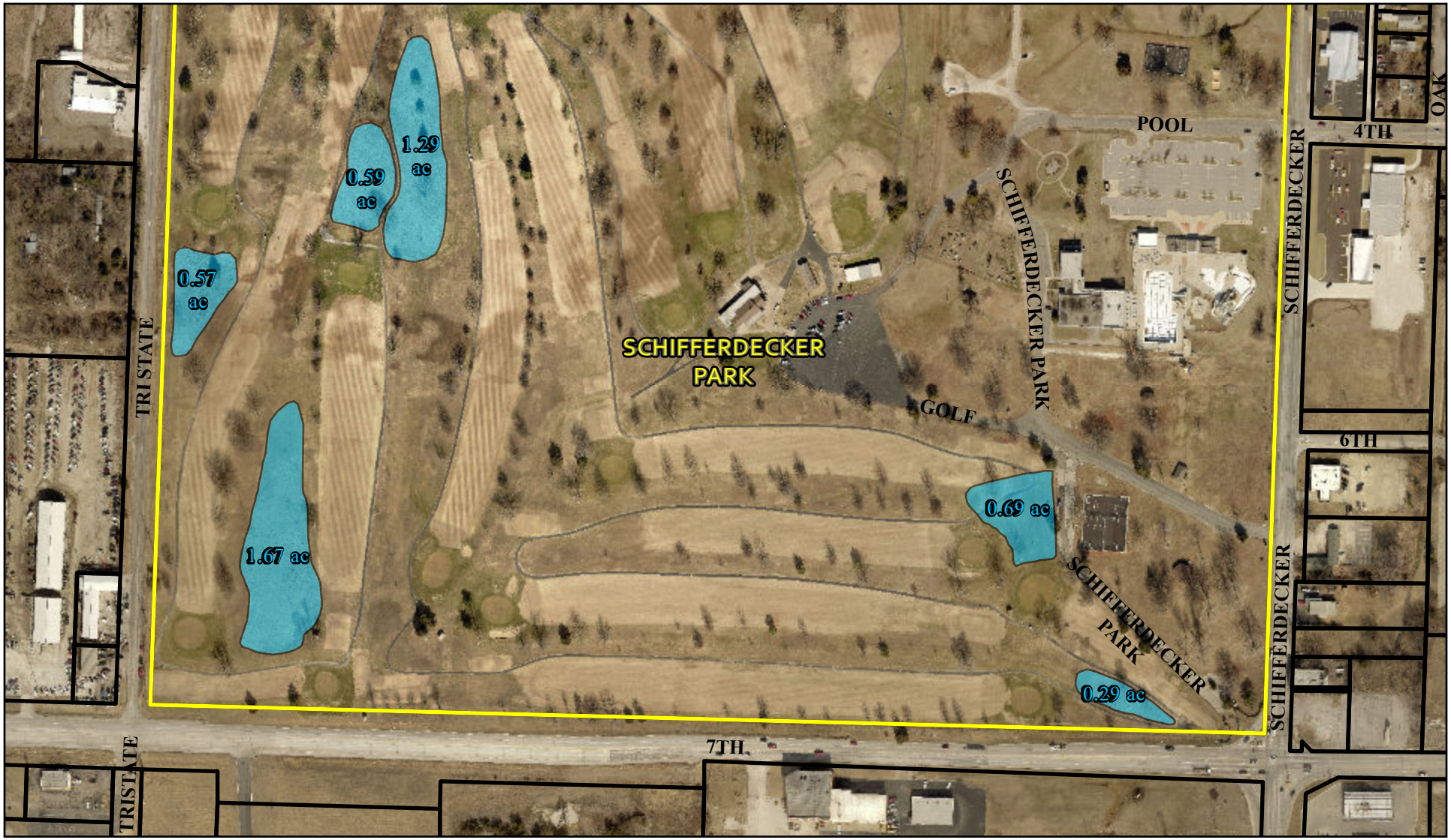
Disclaimer:
This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is a compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the are shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Date: 06/24/2019

Schifferdecker Park Southern Segments

Scale 1:4,000

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:4,000

300 150 0 300 600 Feet

N

W E

S

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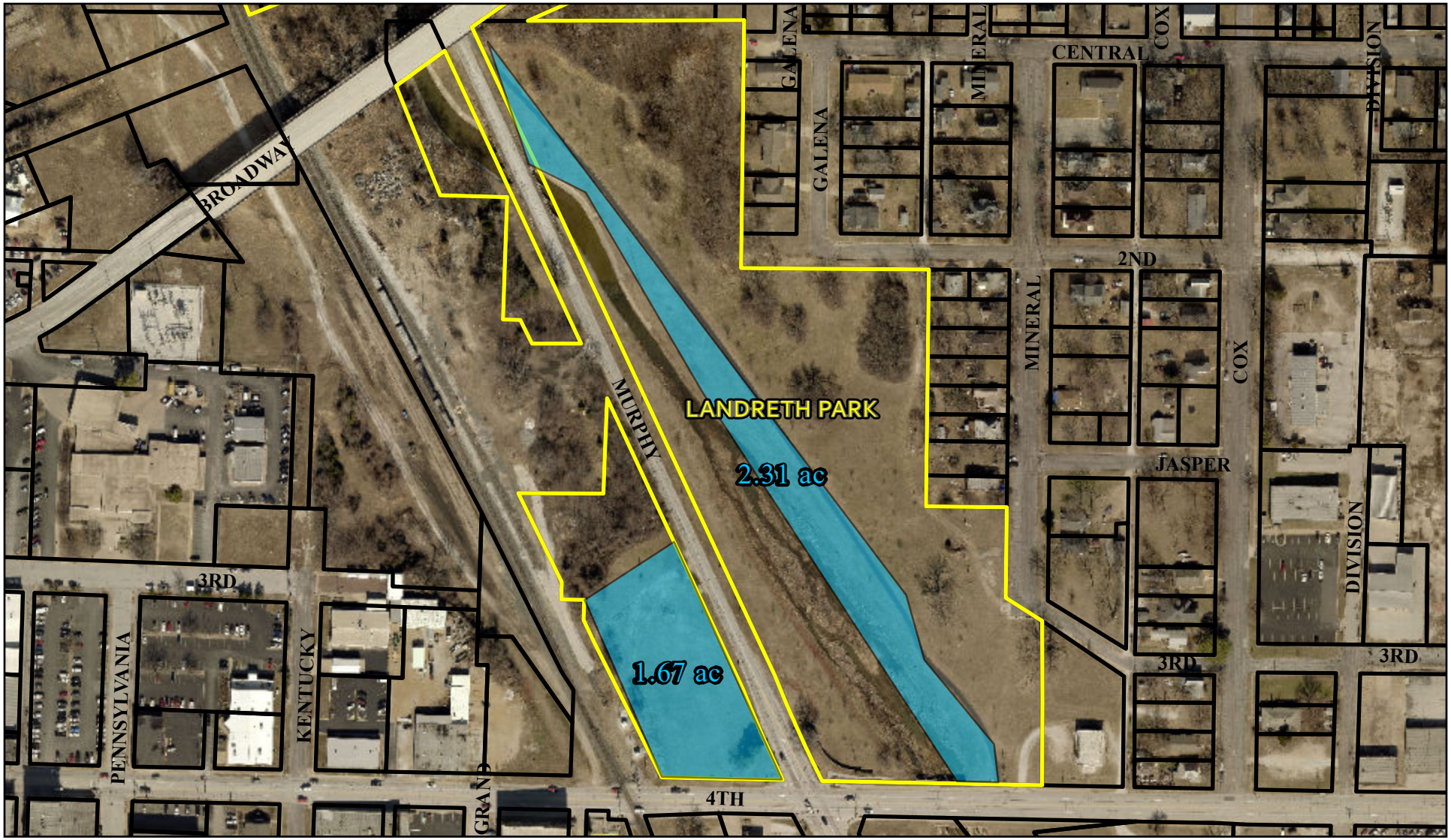
Date: 06/24/2019

Scale 1:3,000

South Landreth Park Segments

Joplin, MO



Legend

- Park Segment
- Park
- Parcel

Scale 1:3,000

300 150 0 300 600 Feet

N

W E

S

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Date: 06/24/2019

COUNCIL BILL NO. 2019-615 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a memorandum of understanding with the U.S. Fish & Wildlife Service ("USFWS") and Missouri Prairie Foundation, a Missouri Non-Profit Corporation ("MPF"), for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period; and authorizing the Interim City Manager to execute said memorandum of understanding by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the memorandum of understanding with the U.S. Fish & Wildlife Service and Missouri Prairie Foundation for the purpose of establishing responsibilities in improving and managing park property into a prairie grass, wild flower, and nature preservation area for a ten (10) year period, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the Interim City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney