JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 20, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Boards & Commissions Recognition & Appreciation

   2. Guidehouse Recognition

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report

   2. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Rhonda Thompson Requested To Speak On Vita Nova Village

   2. Matthew Cooper Requested To Speak On Abuse/Willful Neglect By Joplin Police, Jasper County And Child Protective Services

   3. Amanda Calderón-Kidston Would Like To Speak In Support Of The Joplin Complete Streets Policy

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-299

AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Sec. 29A-201, Definitions, Article 25, Administration, and Appendix A, Land Use Table, by adding language to permit and regulate short-term rentals in certain districts.

Documents:

CB 2021-299 MINUTES.PDF
CB 2021-299 STAFF REPORT.PDF
CB 2021-299 SUMMARY.PDF
CB 2021-299.PDF

8. Consent Agenda

1. Minutes Of The December 6, 2021 City Council Meeting

   Documents:

   CC MINS. DEC. 6, 2021 .PDF

2. COUNCIL BILL NO. 2021-173
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) for the Mill and Overlay 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-173.PDF

3. COUNCIL BILL NO. 2021-291
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 313 N. Buchanan Rd., City of Joplin, Jasper County, Missouri.

   Documents:

   CB2021-291.PDF

4. COUNCIL BILL NO. 2021-292
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1524 E. Central St.,

City of Joplin, Jasper County, Missouri.

Documents:

CB2021-292.PDF

5. COUNCIL BILL NO. 2021-293
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and R-1 (Single-family Residential) and including in District C-3-PD (Commercial Planned Development) property as described below and located at 2014 S. Range Line Rd. & 2019 S. Highview Ave. City of Joplin, Jasper County, Missouri.

Documents:

CB2021-293.PDF

6. COUNCIL BILL NO. 2021-409
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2021-409.PDF

7. COUNCIL BILL NO. 2021-410
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City

Documents:

CB2021-410.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-172
AN ORDINANCE approving a Purchase Order to be issued to EZ Liner in the amount of Two Hundred Ninety-Nine Thousand, Two Hundred Seventy-Five and 81/100 Dollars ($299,275.81) for the purchase of a Paint Striper Truck; and containing an emergency clause.

Documents:

COUNCIL BILL 2021-172 STRIPER.PDF
SUMMARY SHEET 2021-172 STRIPER.PDF
20213330163330VTS1.PDF
3225_001.PDF

2. COUNCIL BILL NO. 2021-361
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 814 W. 9TH St. in the City of Joplin, Missouri, for Three Thousand Four Hundred Thirty-four and 00/100 Dollars ($ 3,434.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-361 BIDS.PDF
CB 2021-361 PICTURES.PDF
CB 2021-361 SUMMARY.PDF
CB 2021-361.PDF

3. COUNCIL BILL NO. 2021-362
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 2023 Bird Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Fifty-five and 00/100 Dollars ($ 3,355.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-362 BIDS.PDF
CB 2021-362 PICTURES.PDF
CB 2021-362 SUMMARY.PDF
CB 2021-362.PDF

4. COUNCIL BILL NO. 2021-363
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 120 N. Schifferdecker Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred and 00/100 Dollars ($ 4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-363 BIDS.PDF
CB 2021-363 PICTURES.PDF
CB 2021-363 SUMMARY.PDF
CB 2021-363.PDF

5. COUNCIL BILL NO. 2021-459
AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical

operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

CB2021-459-COUNCIL BILL.PDF
CB2021-459-SUMMARY SHEET.PDF
CB2021-459- SUPPLEMENTAL ITEM CONTRACT.PDF
CB2021-459- SUPPLEMENTAL ITEM EXHIBIT A BID RESPONSE FORM.PDF
CB2021-459-SUPPLEMENTAL ITEM RFP 14 PHARMACY SERVICES 2021.PDF

6. COUNCIL BILL NO 2021-613
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with MacQueen Equipment LLC; DBA MacQueen Emergency Group., a Missouri Corporation, for the purpose of purchasing one (1) new Pierce Velocity PUC (Pump Under Cab) Pumper for the not to exceed price of Seven Hundred Ninety-One Thousand, Two Hundred Eighty-Nine Dollars and No Cents ($791,289.00); 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:

COUNCIL BILL 2021-613 ENGINE 7.PDF
SUMMARY SHEET CB 2021-613 ENGINE 7.PDF
E7 PURCHASE AGREEMENT, OPTION LIST.PDF
ENGINE 7 BLUE PRINT.PDF
PIERCE MANUFACTURING CERTIFICATIONS.PDF
PIERCE MANUFACTURING WARRANTIES.PDF

7. COUNCIL BILL NO. 2021-614
AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of Three Hundred Eighty-Six Thousand, Eight Hundred Sixty-Six Dollars and 60/100 Dollars ($386,866.60) for the purchase of portable and mobile radios; and containing an emergency clause.

Documents:

SUMMARY ITEM 2021 614 COJ MOTOROLA RADIO PURCHASE.PDF
COUNCIL BILL NO. 2021 614 ORDINANCE MOTOROLA RADIO PURCHASE.PDF
MOTOROLA QUOTE 1483470.PDF
JOPLIN SOLE SOURCE LETTER - MOTOROLA.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2021-408
       AN ORDINANCE approving a Complete Streets program for the City of Joplin.

       Documents:

       CB 2021-408 EXHIBIT A.PDF
       CB 2021-408 SUMMARY.PDF
       CB 2021-408.PDF

    2. COUNCIL BILL NO. 2021-543
       AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

       Documents:

       CB 2021-543 SUMMARY CHAPTER 30 BUSINESS LICENSE CODE FEE CHANGES.PDF
       CB 2021-543 CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 pm on this 16th day of December, 2021 (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 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 2012 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.

CB 2021-299

Case 074-21: Joplin Zoning Regulations Text Amendment – A request to review a text amendment to the City of Joplin's zoning regulations that addresses the time, place, and manner for short-term rental uses – City of Joplin.

Keegan Stanton, 602 S. Main Street, Joplin, MO. He stated that everyone should have received a copy of the ordinance along with the Staff Report. He stated he had a short presentation for the Commissioners, and it will also be presented to the City Council. We welcome your feedback and any comments you have.

Current State of STRs is as follows:

- Required to attain SUP through P+Z Commission and City Council. 2 public hearings.
- Approx. 3-4 months.
- Not required to attain business license or be inspected.
- Zoning Code:
- No defined 'short-term rental' use.
- No unified, codified standards
- Classified as 'Bed & Breakfast'

- Within the City:
  - Unknown number of STRs currently operating but estimated to be around 70-100 via popular listing websites like Airbnb or VRBO. AIRDNA estimates 62 active rentals and 85 total rentals.
  - Only enforcing current requirement on complaint basis. Year-to-date, we have received complaints on 3 properties; 1 case has been closed, and 2 are ongoing.

Definition

A residential unit in which lodging is provided for time-limited durations for periods of time less than twenty-eight (28) consecutive days and may or may not be occupied by the proprietor.

Differentiated from Bed & Breakfasts and by-right leasing.

Permitted Districts:

Residential:
R-1 (Single-family Residential)
R-S (Residential Suburban)
R-2 (Two-family Residential)
R-3 (Apartment House)
R-4 (Townhouse)

Commercial:
C-O (Non-retail Commercial)
C-1 (Neighborhood Commercial)
C-2 (Central Business)
C-3 (Commercial)
M-1 (Restricted Industrial)

Use Standards

- Occupancy Limitation:
  - 3-bed or fewer – 2 per bedroom
  - 4+ bed – 1.5 per bedroom

- Business license required
- Parking:

  1 space per bedroom
- No exterior changes
- No events

- Posting of materials
  - Contact info
  - Certificate of Occupancy
  - Business License
  - Trash collection schedule
  - Noise Ordinance
  - Statement on events

Application

- $550 application fee – in line with other fees.
- Must provide information to ensure compliance as well as legal description.
- 30-day turnaround to approve or deny applications by staff.

Administration
- Mimic protest model of other public hearing cases:
  - Send letter to those within 185 feet.
  - 15 days to return protest petition.
  - 30%+ protest occurrence results in automatic denial.
- Appeals may be made to Board of Adjustment.
- Director has discretion to revoke approved permits for violations.

Implementation
- Density limitations are waived for first 30 days following passage.
- Application fee waived for applicants with existing valid and approved SUPs for Short-term Rentals within the first year following passage.

Mr. Eastman asked the Commissioners if they had any other questions?

Ms. Warren wanted to know what happens if a neighbor wants to apply, do they have to wait until the year is up and if so if the person wants to reapply to, they get priority over the neighbor?

Mr. Stanton stated that you would apply for the short-term rental permit one time. Each year, the operator will need to apply for their annual business license and be inspected. If the operator fails to

renew the business license, they would be removed from the list of STRs currently operating, and a neighbor within that 200-foot radius may apply.

Mr. Eastman asked about collection of sales tax.

Mr. Stanton stated that there has been discussion on that, but that would at the discretion of the City Council.

Mr. Bolander stated that Legal and Finance is checking into the sales tax plus the lodging tax.

Ms. Steele asked who was responsible for ensuring that the posting of the material, the parking, the restrictions of the property use are being followed?

Mr. Stanton stated that would be our department.

Ms. Phillips asked what the other cities around us doing on this subject?

Mr. Stanton stated that was a lot of research that was completed. We model a lot of this after the City of Springfield's ordinance. We did make one major change that they were considering but didn't make. That was implementing a protest model to allow for neighborhood interaction to the process.

Ms. Steele stated that we have had a lot of these applications within the last several months. Now we have this regulation are they grandfathered in because they got in before this ordinance was done.

Mr. Stanton stated that they would continue to operate under their special use permit until it expires. Then they would have to cease operations or apply under the new system. We have waived the fee for them within the first year since they have paid for the Special Use Permit.

Mr. Eastman asked if there was anyone to speak in favor or against of this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MS. PHILLIPS THAT CASE 074-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE". (5 IN FAVOR, 2 ABSENT)

Z&P Meeting: December 13, 2021
City Council Meeting: December 20, 2021

STAFF PLANNING REPORT
Zoning Text Amendment

CASE 074-21 A request to review a text amendment to the City of Joplin's zoning regulations that addresses the time, place, and manner for short-term rental uses

APPLICANT City of Joplin

STAFF ANALYSIS

BACKGROUND

Short-term rentals are generally offered in residential areas as an alternative form of short-term stay compared to typical hotels and motels. They are leased for a little as one night, to as much as a few months. These rentals are typically listed for lease on aggregating websites like Airbnb or VRBO. While these websites do provide valuable information to hosts and guests, such as reviews and other vetting materials, those outside of the transaction of the stay are offered little to no information or protection.

Staff estimates that there are between 70 to 100 short-term rentals currently offered for lease within or adjacent to the City of Joplin. The vast majority of these are operating without an approved Special Use Permit under the current regulations. While short-term rentals have been around for almost a decade, it has not been until the latter half of 2021 that Planning staff began to receive complaints regarding short-term rentals. Most of these complaints were simply due to the short-term rental operating without an approved Special Use Permit, though a few cases did have complaints regarding noise, occupancy levels, and traffic.

EXISTING CODE

The present Zoning Code of the City of Joplin does not list 'short-term rental' as an explicitly defined use in the Land Use Table. Under the terms of the Zoning Code, the Director of Planning, Development, and Neighborhood Services has exercised his authority to classify this use under the 'Bed and Breakfast' use, seeing as the two uses have many shared attributes. The 'Bed and Breakfast' use requires a Special Use Permit in R-1 through C-O, inclusive, and is permitted by right in C-1 and C-2. In the past few years, this classification has worked to protect neighbors of short-term rentals through the Special Use Permit process by placing conditions on the operation of short-term rentals.

These conditions have been standardized in recent months to include:

- Occupancy limitations
- Posting of certain materials
- Parking requirements
- Restrictions on property being used for events

As previously stated, over the past year, city staff has received more complaints regarding short-term rentals that has led to a significant increase in the number of Special Use Permit requests, particularly over the last few months. These requests, as well as knowing the estimate of the number of outstanding short-term rentals operating without a permit, have, and will, contribute to a considerable amount of staff time to process, review, and guide these requests through the Special Use Permit process. City staff estimates that the necessary staff time to take one Special Use Permit request through from application to approval requires approximately 8.5 hours. This could increase with any case that produces significant protest.

Should this existing process remain in place for permitting short-term rentals with Special Use Permits, staff estimates that it could take between 1.5 to 2 years to process Special Use Permits for each of the 70-100 estimated short-term rentals presently operating.

Additionally, with the rise in requests for Special Use Permits for short-term rentals, staff finds that it is necessary to adopt a text amendment to recognize and regulate this particular use, rather than placing it in the same category as 'Bed and Breakfast.' Short-term rentals are no longer a niche use or fad, but a bona fide new type of land use.

Furthermore, the Special Use Permit process, while helpful in navigating the initial requests, is found to no longer be adequate for the City and the City's staff to be able to process, approve, and regulate short-term rentals with expediency or clarity. Feedback from both applicants for Special Use Permits as well as those who have protested or opposed requests have indicated that the Special Use Permit process is difficult to follow. There has also been comment on the length of time that applicants must wait – sometimes upwards of 3 months – due to public hearings before a Special Use Permit can be approved.

Creating a standardized procedural and regulatory framework is in the best interest of the city, its citizens, and short-term rental operators in order to manage expectations on behalf of each stakeholder, and optimize a process shown to be slow, inaccessible, and confusing to many. City staff therefore puts forth the proposed text amendment, laid out in the section below, to replace the existing process and regulations with a concise and consistent set of procedures and regulations that clearly reflect the unique nature of short-term rentals and their growing ubiquity.

PROPOSED TEXT AMENDMENT

The proposed ordinance consists of 10 sections. Each section is summarized below.

<u>Section 1.</u>

Addition of 'Short-term Rental' to the list of definitions. Short-term rental is defined as being in a residential unit that is rented for lodging. The rental period is written as less than 28 days so as not to overlap with the existing code that allows for leasing of property for 28 days or more. The final statement on occupancy by the proprietor differentiates this use from bed and breakfasts, which do require a proprietor on site.

<u>Section 2.</u>

Amends the Land Use Table in the Zoning Code to add 'Short-term Rental' to the list of uses.

Section 3.

Amends the Land Use Table in the Zoning Code to permit by right 'Short-term Rental' uses in the AG, R-1, R-S, R-2, R-3, R-4, C-O, C-1, C-2, C-3, and M-1 districts. This list of zoning districts coincides to every district that a residential unit may be located in.

Section 4.

Establishes the Use Standards that all Short-term rental uses would be required to follow.

- Occupancy is limited based on the number of bedrooms. In a structure with 3 or fewer bedrooms, the limit is at 2 persons per bedroom. Where a structure has more than 3 bedrooms, the limit decreases slightly to 1.5 persons per bedroom.
- An annual business license is required. This triggers inspections by zoning, fire, and building.
- Within each unit, in a place that is easily seen, the following info must be posted:
    - Name and contact info for the responsible party
    - Copy of Certificate of Occupancy
    - Copy of Business License
    - Trash collection schedule
    - Noise Ordinance
    - Statement on renting out for large events
- No rental may be rented out for large gatherings, parties, weddings, or other events.
- No alteration of the structure or site that changes the residential character.
- One parking space is required per bedroom.
- In residential districts, no short-term rental can be located closer than 200 feet to another short-term rental.
- In non-residential districts, no more than 2 short-term rentals would be permitted on any one property.

Section 5.

Establishes the application procedure for Short-term rentals. A standardized application will be provided by the city that is to be submitted to the Office of the Director of Planning, Development, and Neighborhood Services. At the same time, any additional materials as well as the required fee will be submitted.

Section 6.

Establishes the review and issuance procedure for Short-term rental applications. Permits will be issued or denied within 30 days of receipt of an application. Upon receipt, notice that an application has been received will be sent to property owners within 185 feet. Should protest of more than 30% of the area within 185 feet occur, the application will be denied. These limits were written to mirror the public hearing protest model. In this way, the neighborhood still has a say in allowing a Short-term rental in

their area.

The Director may revoke an issued permit for any noncompliance. Any applicant who disagrees with the Director's findings or decision may appeal to the Board of Adjustment.

Section 7.

Sets the application fee for a Short-term Rental at $550.00. This is identical to the fees for other public hearing requests such as rezoning.

Section 8.

Establishes the implementation of the ordinance. Within the first 30 days, the density limitation set forth in Section 4 above is waived. After 30 days, any applicant will be required to meet the density limit. Anyone with a valid and approved Special-Use Permit will be exempt from the application fee for the first year following passage.

Section 9.

Sets the severability clause, allowing portions of the ordinance to be struck down in court as opposed to the ordinance as a whole.

Section 10.

This Ordinance shall be in full force and effect from and after its passage and approval.

Staff finds the above regulations and procedures to be a balance between allowing what has become a popular and persistent new land use and maintaining strong protections for neighbors and neighborhoods through the Use Standards and protest model. By establishing the procedures through an administrative act, the process to apply, review, and approve a permit is not only more efficient, but also more accessible to individuals unfamiliar with city procedures.

Staff recommends approval of Case 074-21.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-299: Zoning Regulation Text Amendment – Short-Term Rental Uses

MEETING DATE
December 20, 2021

ORIGINATING DEPT
Planning, Development, & Neighborhood Services

REVIEWED BY
Director of Planning, Development & Neighborhood Services Troy Bolander; Director of Finance: Leslie Haase, City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
Case 074-21: Joplin Zoning Regulations Text Amendment – A request to review a text amendment to the City of Joplin's zoning regulations that addresses the time, place and manner for short-term rental uses – City of Joplin.

BACKGROUND
Short-term rentals are generally offered in residential areas as an alternative form of short-term stay compared to typical hotels and motels. They are leased for a little as one night, to as much as a few months. These rentals are typically listed for lease on aggregating websites like Airbnb or VRBO. While these websites do provide valuable information to hosts and guests, such as reviews and other vetting materials, those outside of the transaction of the stay are offered little to no information or protection.

Staff estimates that there are between 70 to 100 short-term rentals currently offered for lease within or adjacent to the City of Joplin. The vast majority of these are operating without an approved Special Use Permit under the current regulations. While short-term rentals have been around for almost a decade, it has not been until the latter half of 2021 that Planning staff began to receive complaints regarding short-term rentals. Most of these complaints were simply due to the short-term rental operating without an approved Special Use Permit, though a few cases did have complaints regarding noise, occupancy levels, and traffic.

PLANNING & ZONING COMMISSION TESTIMONY
Keegan Stanton, 602 S. Main Street, Joplin, MO. He stated that everyone should have received a copy of the ordinance along with the Staff Report. He stated he had a short presentation for the Commissioners, and it will also be presented to the City Council. We welcome your feedback and any comments you have. He proceeded with the presentation.

Following Mr. Stanton presentation, Mr. Eastman asked the Commissioners if they had any other questions?

Ms. Warren wanted to know what happens if a neighbor wants to apply, do they have to wait until the year is up and if so if the person wants to reapply to, they get priority over the neighbor?

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RECOMMENDATION

Staff recommends approval for Case 074-21.
Planning & Zoning Commission recommends approval for Case 074-21 (5 Favor, 0 Nays, 2 Absent)

ATTACHMENTS

CB 2021-299, Staff Planning Report, P&Z Commission Minutes

COUNCIL BILL NO. 2021-299 ORDINANCE NO.

AN ORDINANCE amending Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri, by amending Sec. 29A-201, Definitions, Article 25, Administration, and Appendix A, Land Use Table, by adding language to permit and regulate short-term rentals in certain districts.

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

WHEREAS, the City of Joplin, Missouri (the "City") is a body corporate, home rule charter city, and political subdivision of the State of Missouri, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, Chapter 29-A, the Zoning Code, of the Code of Ordinances of the City of Joplin, Missouri (the "City Code"), was adopted for the purpose of promoting the public health, safety, comfort, morals, convenience, and general welfare of the City; and

WHEREAS, the City desires to amend Chapter 29-A of the City Code to clarify regulations and permitting regarding short-term rentals; and

WHEREAS, the City desires to protect the public health and safety by establishing reasonable regulations on short-term rentals regarding noise, neighborhood safety, neighborhood character, and other health and safety concerns; and

WHEREAS, the Council and the City of Joplin desires to establish fees to meet the reasonable expenditures of permitting short-term rentals; and,

WHEREAS, in accordance with procedures established in Chapter 29-A of the City Code, and Chapter 89 of the Missouri Revised Statutes, proceedings were initiated to amend Chapter 29-A of the City Code as hereinafter set forth; and

WHEREAS, public notice was given by publication in the Joplin Globe on November 27, 2021, a newspaper having a general circulation in the City of Joplin, Missouri, that public hearing of the Zoning and Planning Commission would take place on December 13, 2021 at 4:00 P.M., where the Zoning and Planning Commission of said City would consider the aforesaid amendments; and

WHEREAS, on December 13, 2021 at 4:00 P.M., the Zoning and Planning Commission did conduct said public hearing, and did evaluate the proposed amendments to Chapter 29-A of the City Code; and

WHEREAS, at said public hearing, the Zoning and Planning Commission did conclude and recommend to the City Council that the hereinafter described amendments to Chapter 29-A of the City Code should be approved.

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

Section 1. Section 29A-201, "Definitions," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding the following definition as a subpart, which subpart shall hereafter read as follows:

"Short-term Rental" means a residential unit in which lodging is provided for time-limited durations for periods of time less than twenty-eight (28) consecutive days and may or may not be occupied by the proprietor."

Other than as specifically set forth hereinabove, all other definitions and subparts of Section 29A-201 of the City Code shall be unaffected by this amendment and shall remain in full force and effect.

Section 2. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding the following use:

"Short-term Rental."

Section 3. Section 1 (Use Table), of Appendix A (Land Use Table), of Chapter 29-A (Zoning Code), of the Joplin Code be amended by permitting the following use in AG (Agriculture), R-1 (Single-family Residential), R-S (Residential Suburban), R-2 (Two-family Residential), R-3 (Apartment House), R-4 (Townhouse), C-O (Non-retail Commercial), C-1 (Neighborhood Commercial), C-2 (Central Business), C-3 (Commercial), and M-1 (Restricted Industrial) Districts:

"Short-term Rental."

Section 4. Section 2 (Use Standards) of Appendix A (Land Use Table) of Chapter 29-A (Zoning Code), of the Joplin Code be amended by adding a new Section II, "Standards for Short-term Rental Uses," which subsection shall hereafter read as follows:

(1) Occupancy. Structures with three (3) bedrooms or fewer shall be limited to no more than two (2) persons per bedroom. Structures with four (4) bedrooms or more shall be limited to no more than one and one-half persons (1 ½) per bedroom. Where the total allowable occupancy calculation results in a fraction, the allowable occupancy limit shall be rounded up.

(2) License. Short-term rentals shall attain an annual business license.

(3) Display of materials. All short-term rental uses shall be required to conspicuously post the following information within the rental:

a. Name and contact information for the individual responsible for the day-to-day operations of the rental.

b. A copy of the Certificate of Occupancy.

c. A copy of the approved Business License.

d. Refuse and recycling collection schedule.

e. City of Joplin noise ordinance.

f. A statement that no short-term rental shall be rented or used for the sole purpose of receptions, parties, weddings, or other similar event.

(4) Events. No short-term rental shall be rented or used for the sole purpose of receptions, parties, weddings, or other similar event.

(5) Exterior. There shall be no alteration to the exterior of a structure or site that changes the residential character of said structure or site.

(6) Parking. Adequate off-street parking shall be provided at a rate of one (1) space per bedroom.

(7) Residential Districts. In the "AG", "R-1", "R-S", "R-2", "R-3", and "R-4" residential districts, short-term rental uses shall be located no closer than 200 feet to any other licensed short-term rental use. Measurement shall be made from the nearest lot line of lot in question to the nearest lot line of existing licensed short-term rental uses.

(8) Non-residential Districts. The "C-O", "C-1", "C-2", "C-3", and "M-1" non-residential districts shall be limited to not more than two (2) short-term rentals on a single property.

Section 5. Article 25 "Administration," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding a new Section 29A-2515 Short-term Rental Permits – Applications:, which section shall hereafter read as follows:

A. Applications for short-term rental uses shall be filed upon forms prescribed by the City, setting forth the legal description of the lot, tract, or parcel of land, together with a general description of any building or structure thereon, including the approximate size, square footage, number of bedrooms, and number of parking spaces; location of the building and parking upon the lot, tract, or parcel; and any other information deemed necessary by the Director of Planning, Development, and Neighborhood Services.

B. Applications for short-term rental permits shall be submitted for approval to the Director of Planning, Development, and Neighborhood Services.

C. A fee per Sec. 29A-2514 shall accompany each Short-term Rental Application. Said fee shall be deposited with the Director of Planning, Development, and Neighborhood Services at the time said application is filed.

Section 6. Article 25 "Administration," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding a new Section 29A-2516 Short-term Rental Permits – Issuance:, which section shall hereafter read as follows:

A. Short-term rental permits shall be issued or refused by the Director of Planning, Development, and Neighborhood Services within thirty (30) days after receipt of an application or within such further period as may be agreed to by the applicant. No short-term rental permit shall be issued unless all requirements of the zoning and subdivision regulations are met. In the event of refusal to issue a short-term rental permit upon an application based upon noncompliance with the provisions of this ordinance, the applicant shall have the right to appeal to the Board of Zoning Adjustment as set forth in Article 23.

B. The Planning and Community Development Director shall provide written notice that a Short-term Rental Application has been received to owners of record of lands located within at least one-hundred eighty-five (185) feet of the property indicated in said application. Notices shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. When the notice has been deposited in the mail, failure of a party to receive such notice shall not invalidate any subsequent action taken by the Director of Planning, Development, and Neighborhood Services. Such notice is sufficient to permit the Director of Planning, Development, and Neighborhood Services to issue or refuse a permit.

C. If a protest against such permit is filed in the office of the Director of Planning, Development, and Neighborhood Services, duly signed by the owners of thirty (30) percent or more, within an area determined by lines drawn parallel to and one-hundred eighty-five (185) feet distant from the boundaries of the property indicated in said application, the application for a short-term rental permit shall be refused by the Director of Planning, Development, and Neighborhood Services. Said protest shall be received by the office of the Director of Planning, Development, and Neighborhood Services no later than fifteen (15) days after the date of postmark on the written notice mailed to owners of record of lands located within at least one-hundred eighty-five (185) feet.

D. A permit issued by the Director of Planning, Development, and Neighborhood Services is subject to revocation under the terms of Sec. 29A-2511.

Section 7. Section 29A-2514 "Fees," of the Code of the City of Joplin, Missouri (the "City Code") is hereby amended by adding the following fee as new subpart, which subpart shall hereafter read as follows:

Short-term Rental Application $550.00

Section 8. Implementation.

A. Applicants filing an application for a short-term rental within the first thirty (30) days following passage of this ordinance shall not be subject to the density limitations set forth in Section II of Section 2 (Use Standards) of Appendix A (Land Use Table) of Chapter 29-A (Zoning Code), of the Joplin Code. Applications received after this initial period will be subject to said density limitations.

B. Applicants who have a valid and current Special Use Permit for a short-term rental shall be exempt from any application fee for any application for a short-term rental within the first year following passage of this ordinance.

Section 9. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected that it cannot be presumed that the City Council would not have enacted such provisions without the others.

Section 10. 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 _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

JOPLIN CITY COUNCIL
DECEMBER 6, 2021
MEETING MINUTES

CALL TO ORDER

The December 6, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Williams**.**

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson Anthony Monteleone, Gary Shaw, Diane Reid Adams, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Snow Removal Policy and Procedure

Members of the Public Works Dept provided a presentation on the procedures for snow removal in Joplin, which included: pre-storm preparation and inspection; level of service and frequency; responsibilities of citizens and businesses; and material and methods used. Also discussed was a personnel shortage for snow removal and the request to contract labor for 2021/2022 pre-treatment and snow removal services. The request was presented under Emergency Ordinances.

FINALIZATION OF CONSENT AGENDA

There being no further business to come the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Christmas For Kids

Adam Grimes, Christmas For Kids Program Coordinator, gave an overview of this annual program, now in its 36th year of operation. The Joplin Area Firefighters Charitable Foundation is in need of toy and clothing donations, which can be dropped off at any fire department in Joplin, Carl Junction, Carterville, Webb City, Oronogo, Redings Mill or Duenweg.

News from Public Information Officer, Lynn Onstot

Starting Monday, December 13 through Friday December 17, Country Club Drive, from 26th Street to 32nd Street will be closed due to preliminary work on the 32nd Street widening program.

Joplin's Christmas parade is on Tuesday, December 7. It starts at 6 p.m. beginning at 15th Street and goes to 3rd Street. Due to keeping Main Street clear, the Trolley Stops along Main Street shift one block west to Joplin Avenue. This includes stops at 3rd, 6th, 10th, 15th, 20th, and 26th Streets, starting at 3 p.m. through the remainder of the day. The stop at 25th & Main Street shifts one block east to Virginia Avenue. ADA parking will be allowed at the 8th & Main Street parking lot. Free complimentarily Wi-Fi will be provided by volunteer members of the Smarter Joplin Connectivity Working Group which includes representatives of Freeman Health, MSSU, City of Joplin, Liberty

Utilities, the Joplin School District, and many others, and will be available along the parade route from 2nd to 8th Street, as part of the Smarter Joplin initiative. Click on the 'Smarter Joplin' Wi-Fi network to log on.

CITIZEN REQUESTS AND PETITIONS

Shelby Howard, president of SWMO FOP Lodge #27, requested to speak on FOP concerns regarding police officer retention. After he spoke, the council discussed this issue. With Council's approval, Mayor Stanley stated he will meet with the mayor pro tem, city manager and city attorney to discuss the concerns Mr. Howard outlined. Mayor Stanley stated he will present a report to Council at the December 20, 2021 meeting with a plan to determine the best path forward.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Barbara Gollhofer

Public Hearing for Resolution No. 2021-024

Mayor Stanley opened the Public Hearing

Serita Eldridge, owner of the property, spoke in favor of this item and stated she wants to make this a cultural attraction for Route 66.

Damien Tiregol, owner of Crabby's restaurant, spoke in opposition to this item. He stated this operation would create parking issues with his business.

Jeff Bennet, general manager of Cash Saver, spoke in opposition to this item and stated he had concerns about parking, and he did not agree to a temporary parking permit.

The Public Hearing was closed.

RESOLUTION NO. 2021-024

Mr. Copple introduced Resolution No. 2021-024 - a resolution granting a Special Use Permit (1st Request) for the operation of an outdoor recreation and entertainment use located at 905, 909, and 913 W. 7th Street, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Stinnett to Table Resolution No. 2021-024 for further review of the restrictions for this type of operation. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-024** was **Tabled.**

Public Hearing for Resolution No. 2021-025

Mayor Stanley opened the Public Hearing

Leslie and Brad Baird, 1460 Kenser, Joplin, MO owners of the property, spoke in favor of this item. They stated the Airbnb is a unique way for travelers to stay, whether they are here for business, medical reasons or just visiting family.

Frank Thompson, 407 Islington, Joplin, stated he lives around the corner from this property and has never had any problems with the property.

Rhonda Thompson, 407 Islington, Joplin, spoke in favor of this item. She stated her backyard connects to the Airbnb backyard and there has never been a problem with the properties.

David Suckow, 1006 N. Byers, Joplin, spoke in opposition of this item. He lives across the street from this property and has concerns about the street width and the safety of his property; and increased vehicle and foot traffic. He stated he was aggressively approached by one of the owners and accused of turning them into the City.

The Public Hearing was closed.

RESOLUTION NO. 2021-025

Mr. Copple introduced Resolution No. 2021-025 - A Resolution granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 1007 N. Byers Ave. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Cortez to approve Resolution No. 2021-025. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-025** was approved.

Mayor Stanley called for a recess at 8:14 p.m.
The Council reconvened at 8:24 p.m.

Public Hearing for Resolution No. 2021-026

Mayor Stanley opened the Public Hearing

Jessica Broaddus, 643 W. Jaccard Place, Joplin, owner of the property, spoke in favor of this item. She asked if each duplex could be increased from 3 occupants to 4 occupants, for a total of 8 occupants for both duplexes.

Kim Owen, 635 N Moffet, Joplin, was the previous owner of the property, and spoke in favor of this item. She ran an Airbnb at the same property for about four years and had no problems.

No one spoke in opposition.

The Public Hearing was closed.

RESOLUTION NO. 2021-026

Mr. Copple introduced Resolution No. 2021-026 - a resolution granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 611 N. Wall Ave. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Monteleone to amend Resolution No. 2021-025 to allow up to eight occupants for this operation. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-026** was amended.

Public Hearing for Council Bill No. 2021-291

Mayor Stanley opened the Public Hearing

Steve Johnson, owner of the property, spoke in favor of this item.

No one spoke in opposition .

The Public Hearing was closed

COUNCIL BILL NO. 2021-291

Mr. Cortez introduced Council Bill No. 2021-291 – an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 313 N. Buchanan Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Monteleone to pass Council Bill No. 2021-291 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-291**.

Public Hearing for Council Bill No. 2021-292

Mayor Stanley opened the Public Hearing

No one spoke in favor of, or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-292

Mr. Stinnett introduced Council Bill No. 2021-292 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1524 E. Central St., City of Joplin, Jasper County, Missouri. Motion by Stinnett, second by Dr. Reid Adams to pass Council Bill No. 2021-292 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-292**.

Public Hearing for Council Bill No, 2021-293

Mayor Stanley opened the Public Hearing

Matt Peterson, representing Estacado Interests, spoke in favor of this item.

No one spoke in opposition.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-293

Mr. Cortez introduced Council Bill No. 2021--293 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-3 (Commercial) and R-1 (Single-family Residential) and including in District C-3-PD (Commercial Planned Development) property as described below and located at 2014 S. Range Line Rd. & 2019 S. Highview Ave. City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Lawson to pass Council Bill No. 2021-293 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-293**.

Public Hearing for CASE 064-21

Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed.

Motion by Mr. Stinnett, second by Mr. Copple to approve Case 064-21 - a request to declare 916 S. Jackson as surplus property. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Public Hearing for CASE 065-21
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed

Motion by Mr. Cortez, second by Mr. Copple to approve Case 065-21 - a request to declare 911 S. Pennsylvania Ave. as excess property. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Public Hearing for CASE 066-21
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed

Motion by Mr. Stinnett , second by Dr. Reid Adams to approve Case 066-21 - a request to declare approximately 175' W. of intersection N. St. Louis Ave. & E. North Street as excess property. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Public Hearing for CASE 067-21
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed.

Motion by Mr. Copple, second by Dr. Reid Adams to approve Case 067-21 - a request to declare the Northeast Corner of W. Junge Ave. & S. Sergeant Ave. as Excess property. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Public Hearing for CASE 068-21
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed

Motion by Mr. Copple, second by Mr. Lawson to approve Case 068-21. – A request to declare 1304 S. Kentucky Avenue as excess property. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Public Hearing for Council Bill No. 2021-532
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed

Finance Director Leslie Haase stated this council bill will be placed under Emergency Ordinances for final approval after the Public Hearing.

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

Minutes of the November 15, 2021 City Council Meeting

Minutes of the November 17, 2021 Special City Council Meeting

COUNCIL BILL NO. 2021-529 - an ordinance repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2021-168**

COUNCIL BILL NO. 2021-530 - an ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2021-169**

COUNCIL BILL NO. 2021-531 - an ordinance repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin; and, enacting Section 86-72, Fees at Joplin Historical and Mineral Museum, of Article III, Division I, Generally, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2021-170**

RESOLUTIONS
RESOLUTION NO. 2021-023
Mr. Monteleone introduced Resolution No. 2021-023 - a resolution approving the adoption of the official City of Joplin Brand. Motion by Mr. Monteleone, second by Mr. Lawson to approve Resolution No. 2021-023. Voting in favor were Council Members: Cortez, Lawson, Montleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: 0. Abstention: Copple, 1. **Resolution No. 2021-023** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-011

Dr. Reid Adams introduced Council Bill No. 2021-011 - an ordinance authorizing the City of Joplin to enter into an Agreement with Holly Nagy for the purpose of employing her as City Clerk for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council No. 2021-011 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-171**

COUNCIL BILL NO.2021-169

Mr. Cortez introduced Council Bill No. 2021-169 - an ordinance approving an Independent Contractor Agreement with Jeff Asbell Excavating & Trucking, Inc. for RFP 2021-016, Contract Labor for 2021/2022 Pre-Treatment and Snow Removal Services 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. Cortez, second by Mr. Copple that Council Bill No. 2021-169 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-172**

COUNCIL BILL NO. 2021–358

Mr. Stinnett introduced Council Bill No. 2021-358 - an ordinance approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of lot area located at 2009 E 4TH St. in the City of Joplin, Missouri, for Two Thousand Five Hundred and 00/100 Dollars ($2,500.00); 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. Cortez that Council Bill No. 2021-358 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-173**

COUNCIL BILL NO. 2021–359

Mr. Cortez introduced Council Bill No. 2021-359 - 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 622 S. Porter Ave. in the City of Joplin, Missouri, for Four Thousand Four Hundred Ninety- Nine and 00/100 Dollars ($ 4,499.00); 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. Copple that Council Bill No. 2021-359 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-174**

COUNCIL BILL NO. 2021 – 360

Mr. Lawson introduced Council Bill No. 2021-360 - 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 806 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand One Hundred Twenty-one and 00/100 Dollars ($4,121.00); providing how the cost thereof shall be

paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2021-360 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-175**

COUNCIL BILL NO. 2021-458

Mr. Stinnett introduced Council Bill No. 2021-458 - an ordinance approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing July 1, 2021 and running through June 30, 2023, for the amount of up to Four Hundred Twenty-Two Thousand, Three Hundred Forty-Seven Dollars and No Cents ($422,347.00), to enable the Health Department to provide COVID-19 activities and response to the residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-458 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-176**

COUNCIL BILL NO. 2021-532

Mr. Stinnett introduced Council Bill No. 2021-532 - an ordinance approving a Second Amended Petition to Amend Boundaries and Add Property to the 32nd Street Place Community Improvement District; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2021-532 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-177**

COUNCIL BILL NO. 2021-533

Mr. Lawson introduced Council Bill No. 2021-533- an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel at 226 North Byers Avenue, totaling approximately 6,250 square feet of land; and 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. Lawson, second by Mr. Shaw that Council Bill No. 2021-533 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-178**

COUNCIL BILL NO. 2021-534

Mr. Shaw introduced Council Bill No. 2021-534 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Patterson Collaborative, LLC., for the sale of four parcels at the northeast corner of Broadway and School, 1109 Broadway, 1111 Broadway and east of 1111 Broadway, totaling approximately 18,500 square feet of land; and 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. Shaw, second by Mr. Lawson that Council Bill No. 2021-534 be passed on an emergency basis. Voting in favor were Council Members Copple,

Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-179**

COUNCIL BILL NO. 2021-535

Mr. Cortez introduced Council Bill No. 2021-535 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 2014 Connor Avenue, totaling approximately 6,250 square feet of land; and 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. Cortez, second by Mr. Copple that Council Bill No. 2021-535 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-180**

COUNCIL BILL NO. 2021-536

Mr. Copple introduced Council Bill No. 2021-536 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1123 Porter Avenue, totaling approximately 7,500 square feet of land; and 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. Copple, second by Dr. Reid Adams that Council Bill No. 2021-536 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-181**

COUNCIL BILL NO. 2021-537

Mr. Copple introduced Council Bill No. 2021-537 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel at 1524 South Moffet, totaling approximately 6,250 square feet of land; and 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. Copple, second by Mr. Cortez that Council Bill No. 2021-537 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-182**

COUNCIL BILL NO. 2021-538

Mr. Copple introduced Council Bill No. 2021-538 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 3rd and Jackson, totaling approximately 6,140 square feet of land; and 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. Copple, second by Mr. Cortez that Council Bill No. 2021-538 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-183**

COUNCIL BILL NO. 2021-539

Mr. Stinnett introduced Council Bill No. 2021-539 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1710 Pearl Avenue, totaling approximately 6,700 square feet of land; and 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. Copple that Council Bill No. 2021-539 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-184**

COUNCIL BILL NO. 2021-540

Mr. Cortez introduced Council Bill No. 2021-540 - an ordinance- approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 1403 Valley, totaling approximately 5,950 square feet of land; and 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. Cortez, second by Mr. Lawson that Council Bill No. 2021-540 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-185**

COUNCIL BILL NO. 2021-541

Mr. Cortez introduced Council Bill No. 2021-541 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2302 Harlem, totaling approximately 5,188 square feet of land; and 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. Cortez, second by Mr. Lawson that Council Bill No. 2021-541 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-186**

COUNCIL BILL NO. 2021-542

Mr. Lawson introduced Council Bill No. 2021-542 - an ordinance approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Travis Ledford Construction, LLC., for the sale of one parcel at 2315 Empire Avenue, totaling approximately 6,100 square feet of land; and 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. Lawson, second by Mr. Shaw that Council Bill No. 2021-542 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-187**

COUNCIL BILL NO. 2021-612

Mr. Copple introduced Council Bill No. 2021-612 - an ordinance authorizing the City of Joplin to create a purchase order to Joplin Industrial Electric in the amount Fifty-Two Thousand Six Hundred Fifty-Three Dollars ($52,653.00) for the installation of lights at Ewert Skate Park,

authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2021-612 be passed on an emergency basis. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-188**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-167

Mr. Monteleone introduced Council Bill No. 2021-167 - an ordinance authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC ("CableRunner") for the purpose of CableRunner 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. Motion by Mr. Monteleone, second by Mr. Lawson to Table Council Bill No. 2021-167 for further review. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Council Bill No. 2021-167 was Tabled.**

COUNCIL BILL NO. 2021-168

Mr. Shaw introduced Council Bill No. 2021-168 - an ordinance authorizing the City of Joplin to enter into an agreement with CableRunner USA, LLC ("CableRunner") for the purpose of CableRunner installing, maintaining, and operating facilities for communications related capabilities within the City's underground sanitary sewer and stormwater systems 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. Motion by Mr. Shaw, second by Mr. Lawson to Table Council Bill No. 2021-168 for further review. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Council Bill No. 2021-168 was Tabled.**

COUNCIL BILL NO. 2021-173

Mr. Shaw introduced Council Bill No. 2021-173 - an ordinance approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) for the Mill and Overlay 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Cortez to pass Council Bill No. 2021-173 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-173**

COUNCIL BILL NO. 2021-409

Mr. Cortez introduced Council Bill No. 2021-409 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Cortez, second by Mr. Monteleone to pass Council Bill No. 2021-409 on First Reading and

advance to Second and Third Reading. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-409**

COUNCIL BILL NO. 2021-410

Mr. Lawson introduced Council Bill No. 2021-410 - an ordinance approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Lawson, second by Mr. Cortez to pass Council Bill No. 2021-410 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-410**

UNFINISHED BUSINESS

NEW BUSINESS

Shannon Cavener requested to address Council regarding security cameras at 20th & Rangeline; crosswalks at Joplin High School and a car wreck she and her son were involved in. She asked if the City could look into the security cameras and crosswalk issue and get back with her.

Appointments to the Proposition Action Implementation and Oversight Committee:

Mr. Monteleone nominated Tony Robyn. Motion passed 9-0.
Mr. Lawson nominated Andrea Waggoner. Motion passed 9-0.
Mr. Cortez nominated Eric Colbert as the first Alternate. Motion passed 9-0.
Mr. Copple nominated Jim Scott as the second Alternate. Motion passed 9-0.

Closed Session

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, 2020. 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. Motion by Mr. Cortez, second by Mr. Copple to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

There being no further business, the meeting was adjourned at 11:03p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-173 - Construction Agreement for Mill and Overlay 2022

MEETING DATE
December 6, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2021-173 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

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

SUMMARY
This Council Bill approves a construction agreement with Blevins Asphalt Construction Company Inc. for the milling and overlaying of streets in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) which includes provisions for asphaltic concrete index adjustments up to Seventy-Five Thousand Dollars and No Cents ($75,000.00) for the construction of the Mill and Overlay 2022 Project.

BACKGROUND
City staff annually evaluates the pavement conditions of the city street system using the Pavement Surface Evaluation and Rating (PASER) system and recommends streets that need improvements. City staff determines which streets are to be resurfaced through a selection process based on traffic counts, street classifications, structural integrity, and ride quality. Streets or parking lots may be added or deleted from this list. The Annual Resurfacing Project Budget provides for these street needs. Street resurfacing consists of a 2-inch average milling and asphalt overlay. Much of the 2022 Resurfacing area is within the tornado zone and has seen improvements through the many Disaster Recovery Projects. As such, many streets outside of the normal 7-year rotation have been added to this year's contract. This contract is also being used to make asphalt repairs following two stormwater projects that installed or are installing pipe under the roadway.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on November 23, 2021. Blevins Asphalt Construction Company Inc. was the low bidder. The bid was within 5% of the engineer's estimate. City staff will provide construction inspection services.

$1.5 million dollars were budgeted for the previous mill and overlay contract; however, the previous contract was only approximately $1.2 million. Items were identified that needed to be done in addition to the base contract items. Theses items could either have been added by change order to the previous contract or added to the 2022 contract. Due to the busy schedule of the contractor, these items were added to this contract instead of the previous contract. As such, this council bill includes an appropriations adjustment to the FY 2021-2022 budget, increasing expenditures in the amount of $320,686.00 in the Transportation Sales Tax Fund.

FUNDING SOURCE
Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

BID TABULATION

PROJECT: Mill and Overlay 2022

DATE OF BID OPENING: November 22, 2021

CONTRACTOR	BID
Blevins Asphalt	$1,916,264.67
Engineer's Estimate	$1,878,659.56

AGREEMENT
BETWEEN
CITY OF JOPLIN AND BLEVINS ASPHALT CONSTRUCTION COMPANY INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Blevins Asphalt Construction Company Inc. Address: P.O. Box 230 Mt. Vernon, MO 65712	
Attention: Dakota Rusk		Attention: Jeran Cordova	
Department: Public Works – Engineering		Phone: (417) 466-3758	Fax: (417) 466-7914
Phone: (417) 624-0820	Fax: (417) 625-4738	Mill and Overlay 2022	

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:

Mill and Overlay 2022

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 by June 30, 2022, with a date to proceed of March 1, 2022, 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, 2021, 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 Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 One Million, Nine Hundred Sixteen Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,916,264.67) 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 $2500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion and $500.00 for every day in excess of 3 calendar days between milling and paving, 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 Million, Nine Hundred Sixteen Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,916,264.67) dollars, said amount being subject to any approved addenda or change order. **This contract includes price indexing for asphalt.**

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.

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.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

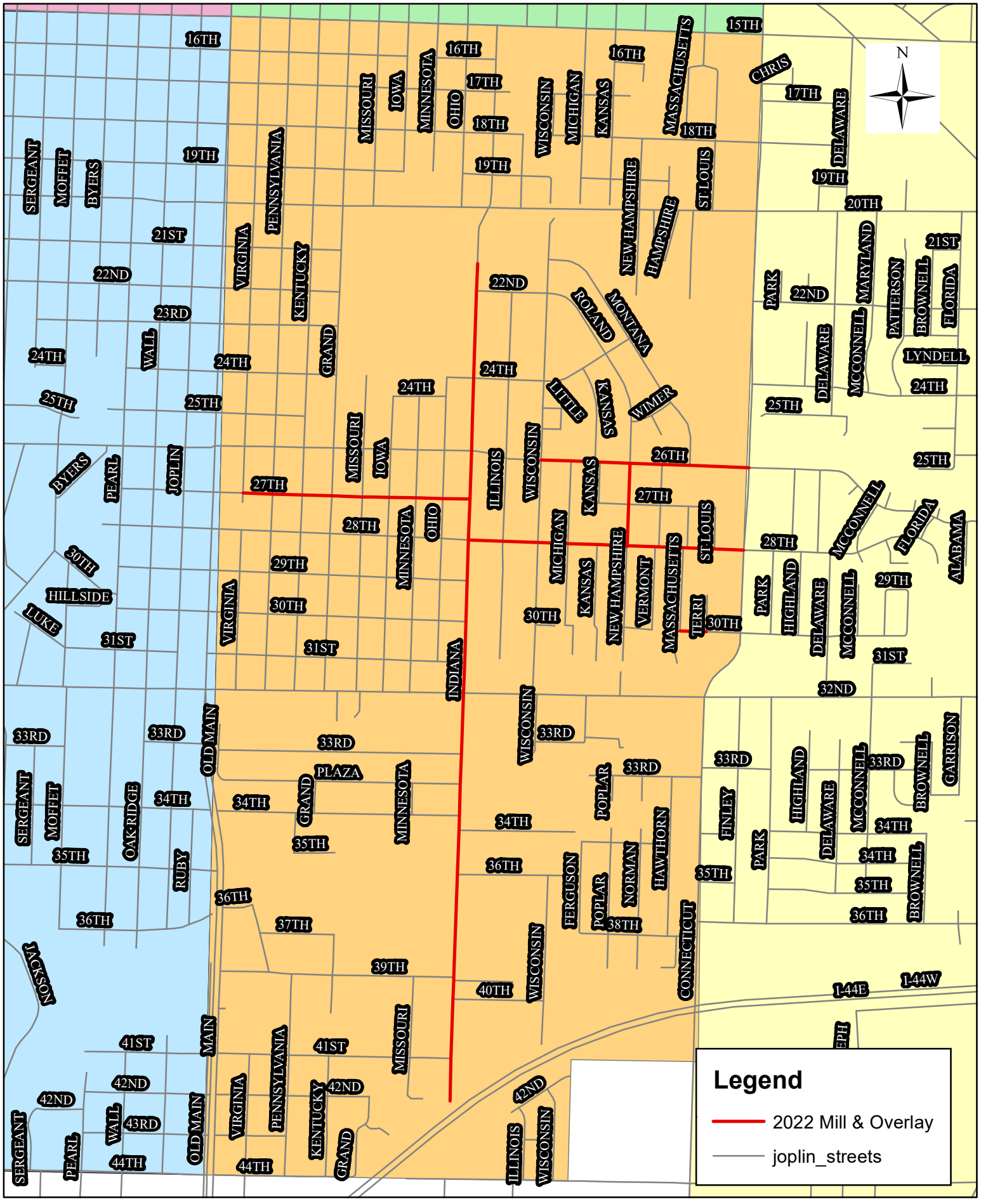
Title: _____

CITY OF JOPLIN, MISSOURI

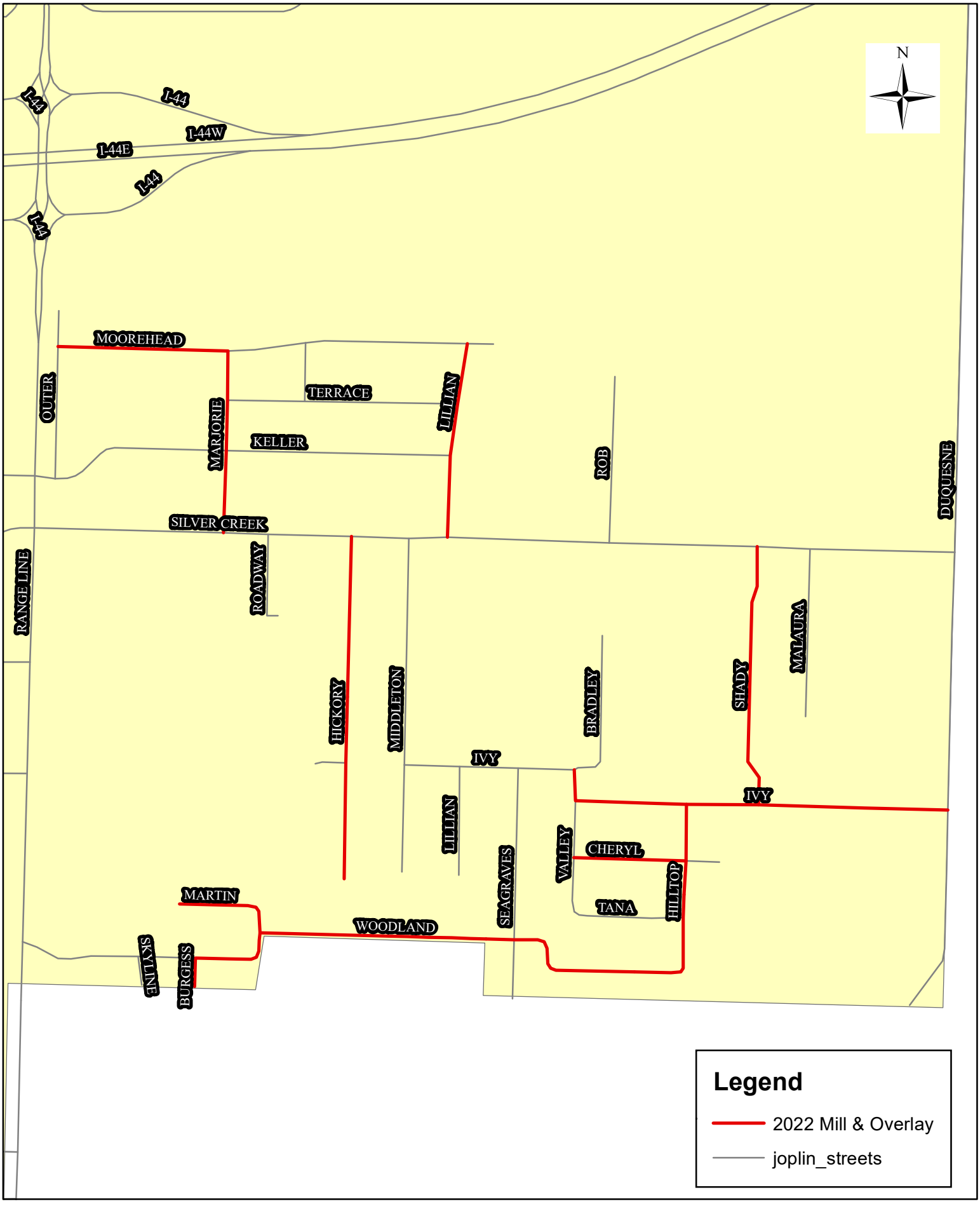
By: _____

David Hertzberg, Public Works Director

2022 Street Program



2022 Street Program



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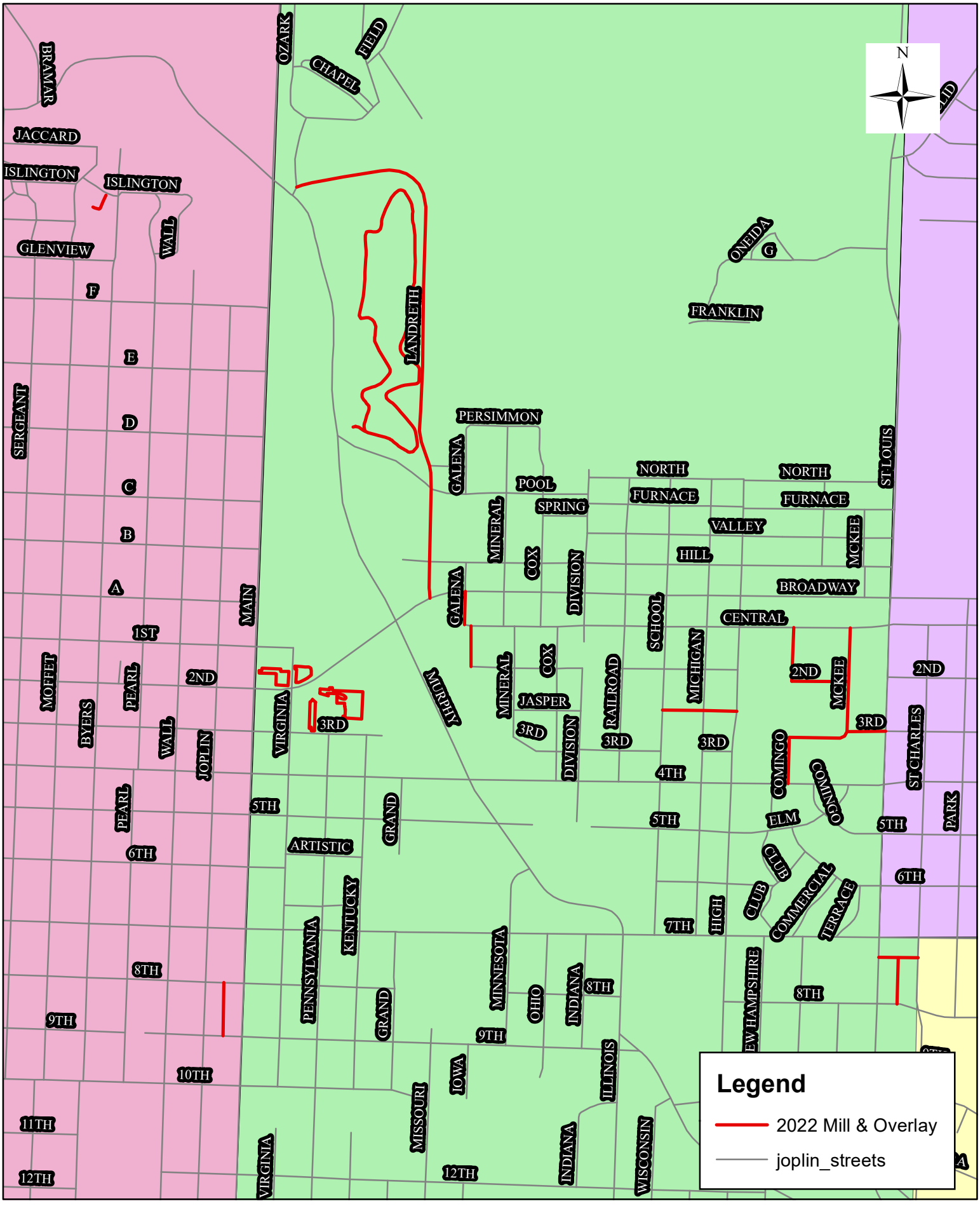

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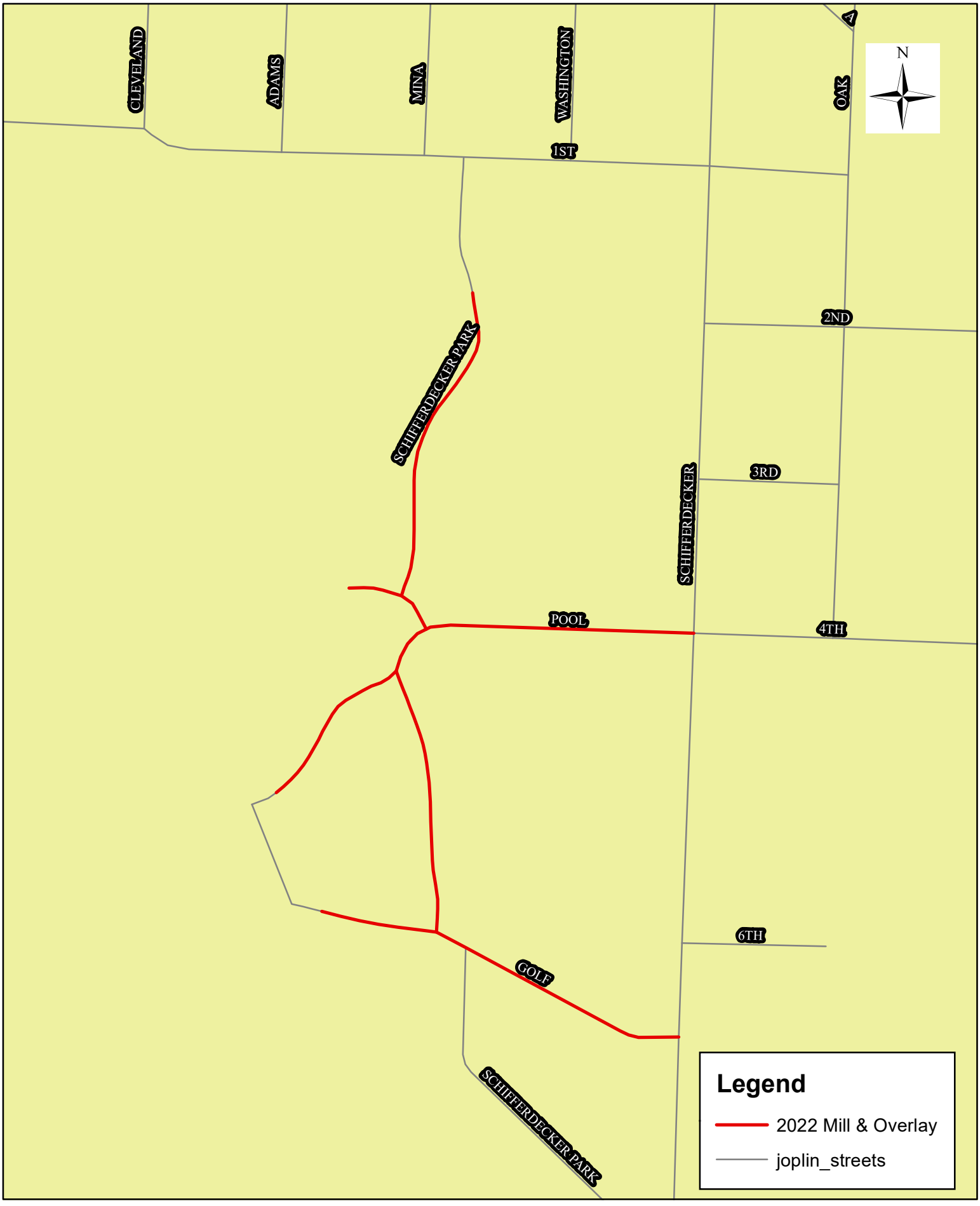
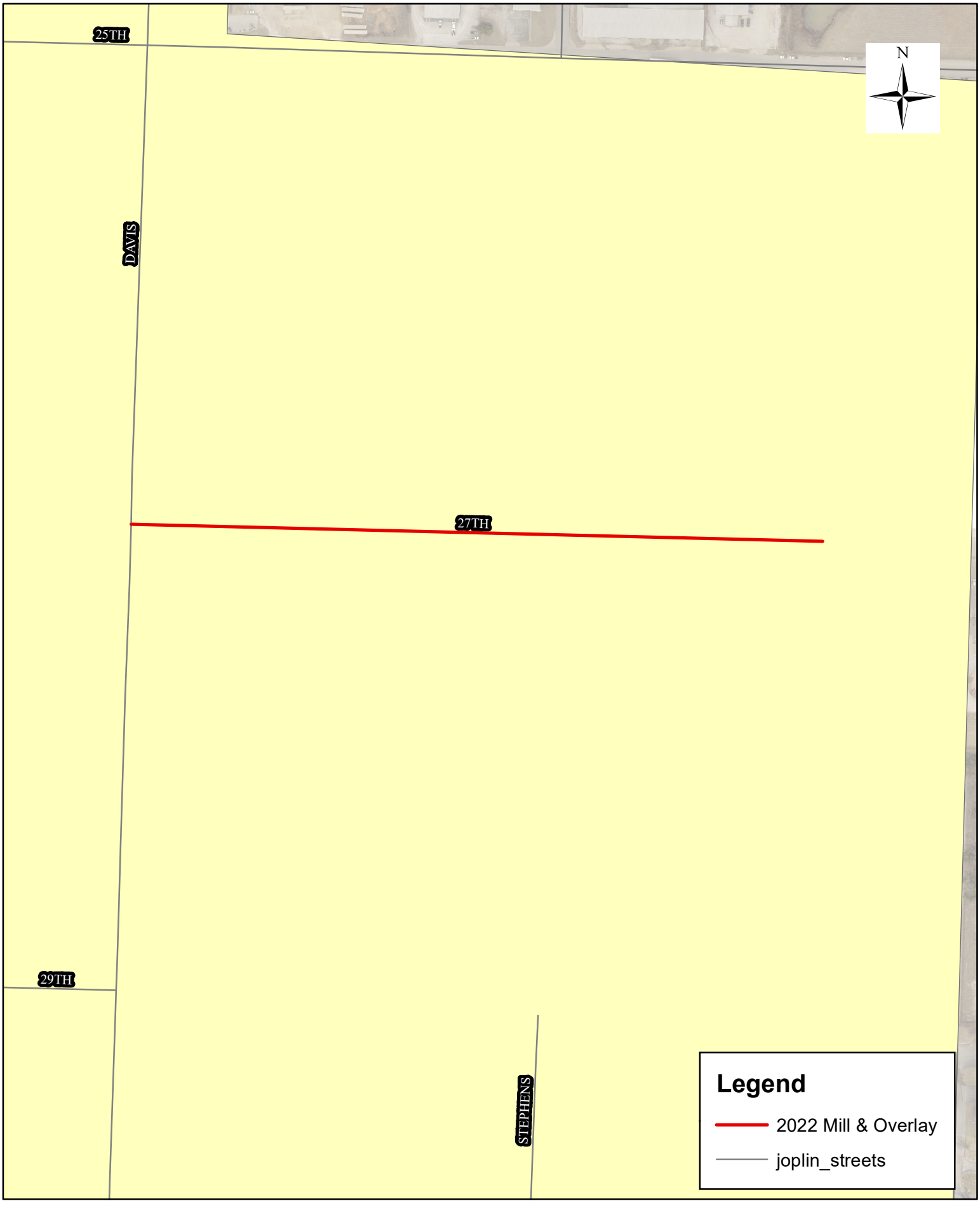


2022 Street Program



COUNCIL BILL NO. 2021-173 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67) for the Mill and Overlay 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Blevins Asphalt Construction Company Inc. in the not to exceed amount of One Million, Nine Hundred Ninety-One Thousand, Two Hundred Sixty-Four and 67/100 Dollars, ($1,991,264.67), 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 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 fiscal year 2021-2022 budgeted appropriations as adopted by Ordinance 2021-523 be amended by increasing appropriations by the total amount of Three Hundred Twenty Thousand, Six Hundred Eighty-Six Dollars and No Cents ($320,686.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. 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 Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax, appropriations having been approved in the 2021-2022 city budget.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

Council Bill 2021-173

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax, Capital Improvements Sales Tax, Parks and Stormwater Sales Tax Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-291 – Rezone C-3 to R-2.

MEETING DATE:
December 6, 2021

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC.

BACKGROUND:
The current zoning of C-3 is unsuitable for this property. This location is not appropriate for commercial uses permitted in the C-3 district. The property is also ill-shaped to host most commercial uses today.

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-3 district. Furthermore, existing Two-family Residential uses are located at the opposite end of Buchanan Rd.

This request to rezone to R-2 is for future duplex development on the site. No buffer is required in this case. Stormwater management would be required, specifically either an analysis or upgrade to the culvert running under Buchanan Rd. An extension of fire hydrants may be required per the fire marshal.

PLANNING & ZONING COMMISSION TESTIMONY:
Will Perkins, 20598 Hope Lane, Neosho, MO. He is the builder for the owner, Steve Johnson, representing him since he couldn't make it. Basically, he is wanting to build three (3) duplexes and it is a good location.

Mr. Eastman abstained from this case.

Ms. Phillips asked if there was enough room for three (3) duplexes.

Mr. Stanton stated there was. They will not be on individual lots, because of that they will be able to fit in there, just meeting the area requirements.

Ms. Phillips wanted to know if there would be enough parking for six living units.

Mr. Stanton stated there would be. Each unit would be required to have two off-street parking spaces.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 061-21.
Planning & Zoning Commission recommends approval for Case 061-21 (5 Favor, 1, Abstain, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-291, Staff Planning Report, P&Z Commission Minutes

CB 2021-291

Case 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

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Mr. Stanton stated there was. They will not be on individual lots, because of that they will be able to fit in there, just meeting the area requirements.

Ms. Phillips wanted to know if there would be enough parking for six living units.

Mr. Stanton stated there would be. Each unit would be required to have two off-street parking spaces.

Mr. McCullough wanted to know if the units be detached or attached?

Mr. Perkins stated he really didn't know, there are plans both ways.

Ms. Bruckner-Sears asked if there was anyone who would like to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone else that would like to speak in opposition of this request? There was not.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 061-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE"; MR. EASTMAN ABSTAINED. (5 IN FAVOR, 1 ABSTAIN, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 061-21 A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

LOCATION 313 N. Buchanan Rd.

APPLICANT Johnson Real Estate & Consulting, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Vacant	Approx. 0.8 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/M-2	R-1	R-1
Land Use	Vacant	Single-family Residential/Vacant	Single-family Residential	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Buchanan Rd.	Local	70'
N. Florida Ave.	Collector	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain. The proposed development will need do verify the existing culvert under Buchanan Rd. has sufficient capacity to pass 10-year storm event with the new impervious surface being added by the development.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Low-density Residential. Two-family residential still maintains the character of low-density residential. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-3 is unsuitable for this property. This location is not appropriate for commercial uses permitted in the C-3 district. The property is also ill-shaped to host most commercial uses today.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-3 district. Furthermore, existing Two-family Residential uses are located at the opposite end of Buchanan Rd.

DISCUSSION

This request to rezone to R-2 is for future duplex development on the site. No buffer is required in this case. Stormwater management would be required, specifically either an analysis or upgrade to the culvert running under Buchanan Rd. An extension of fire hydrants may be required per the fire marshal.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 061-21.

ATTACHMENTS

- Application
- Map

SEP 23 PM 1:22

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 061-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Johnson Real Estate & Consulting LLC PHONE: 417 850 7391
ADDRESS: 9303 Illinois Joplin MO 64804 EMAIL: STjohnson59@gmail.com

OWNER: Steve Johnson PHONE: Same
ADDRESS: Same EMAIL:

LOCATION/ADDRESS OF PROPERTY: 313 Buchanan Rd Joplin MO 64801.

Present Zoning Requested Zoning: R2 Acreage: .818
Present Use of Property: Vacant Land.

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant, Gas Station	R1
South	Residential + Multi Family	R1
East	Residential	R1/M2
West	Vacant City Prop.	R1

Character of the Neighborhood: A Couple Older homes that face Florida ST. Newer Duplexes South of Those 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? (yes)
   If yes, explain: Currently area is housing as Single Fam + Multi Fam

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Buchanan Rd & Florid Ave
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, will access from Buchanan Rd.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

_____

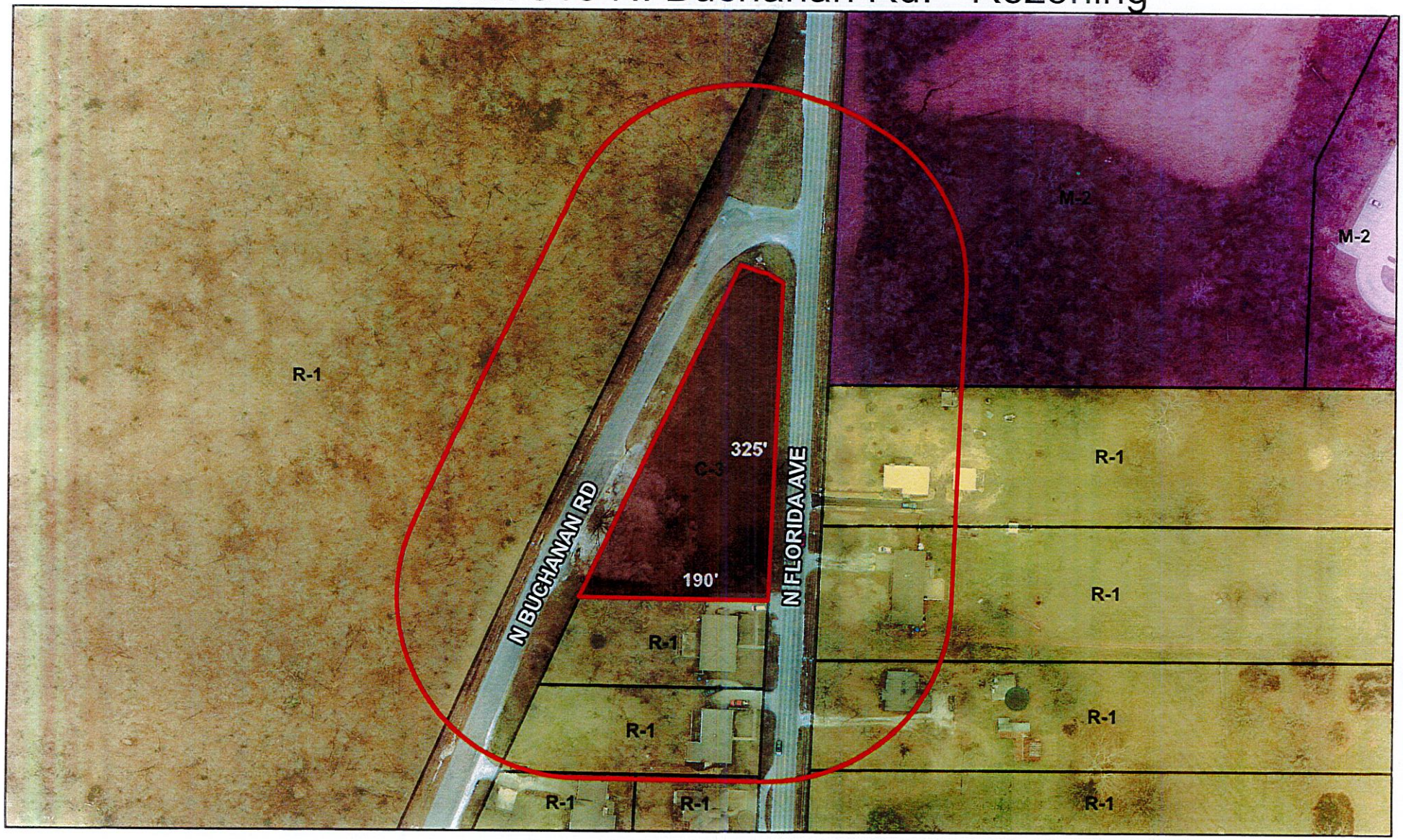
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Stu Johnson DATE: 9-

TITLE: Owner.

Case 061-21: 313 N. Buchanan Rd. - Rezoning



Case 061-21: 313 N. Buchanan Rd. – A request to remove from District C-3 (Commercial) and include in District R-2 (Two-family Residential) for future residential development – Johnson Real Estate & Consulting LLC

N

0 55 110 220 330 440 Feet

P & Z Case 061-21
Johnson Real Estate & Consulting LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-291 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 C-3 (Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 313 N. Buchanan Rd., 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 R-2:

All of Lot Numbered One (1) and the North 20 feet of Lot Numbered Two (2) in O.F. Nichols Subdivision in the City of Joplin, Jasper County, Missouri.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-292 – Rezone C-1 to R-2.

MEETING DATE:
December 6, 2021

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes.

BACKGROUND:
This request to rezone to R-2 is for future residential development on the site. While the development is likely to be single-family residential, R-2 is consistent with the zoning of this area. Additionally, as S. St. Louis Ave. is a collector-level corridor, the higher density designation would be appropriate.

PLANNING & ZONING COMMISSION TESTIMONY:
Terry Mitchell, 303 Sunnybrook Dr., Carl Junction, MO. We would like to build a single-family home on this property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Case 062-21.
Planning & Zoning Commission recommends approval for Case 062-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-292, Staff Planning Report, P&Z Commission Minutes

CB 2021-292

Case 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

Terry Mitchell, 303 Sunnybrook Dr., Carl Junction, MO. We would like to build a single-family home on this property.

Ms. Bruckner-Sears asked the commissioners if they had any questions? They did not. Ms. Bruckner-Sears asked if there was anyone who would like to speak in favor of this request? There was not. Ms. Bruckner-Sears asked if there was anyone else that would like to speak in opposition of this request? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 062-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 062-21 A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

LOCATION 1524 E. Central St.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R-2	R-2	R-2
Land Use	Restaurant	Single-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Central St.	Local	50'
S. St. Louis Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Retail Commercial; however, this portion of St. Louis Ave. is predominately residential, and we have seen this portion, from Central St. south to E. 3rd St. transition to more residential uses. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-1 is unsuitable for this property. This location is not appropriate for most commercial uses permitted in the C-1 district. The property is also too small to host most commercial uses today.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The uses permitted in R-2 are significantly less intense than those permitted in the current C-2 district. Furthermore, existing Two-family Residential uses are located in this area.

DISCUSSION

This request to rezone to R-2 is for future residential development on the site. While the development is likely to be single-family residential, R-2 is consistent with the zoning of this area. Additionally, as S. St. Louis Ave. is a collector-level corridor, the higher density designation would be appropriate.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 062-21.

ATTACHMENTS

- Application
- Map

RECEIVED
10-6-21

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 06Z-21
Filing Fee: $550.00
Date Advertised: 10-23-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Schuber Mitchell PHONE: 417 291 5731
ADDRESS: 3330 N. Range Line EMAIL: TMitchell@schubermitchell.com

OWNER: _____ PHONE: _____
ADDRESS: _____ EMAIL: _____

LOCATION/ADDRESS OF PROPERTY: Legal TAYLOR ADD N 104' EX E 24.18' South west corner Cental & St louis 1524 E Central

Present Zoning M-1 Requested Zoning: R1 Acreage: .163
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Office	C
South	Resedential	R-1
East	"	R-2
West	"	R-1

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? Yes
   If yes, explain: Not Big enough And Sets in Residential Are

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: St Louis & Central
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 IN ORDER 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/OR ADDITIONAL COMMENT:

_____
_____
_____

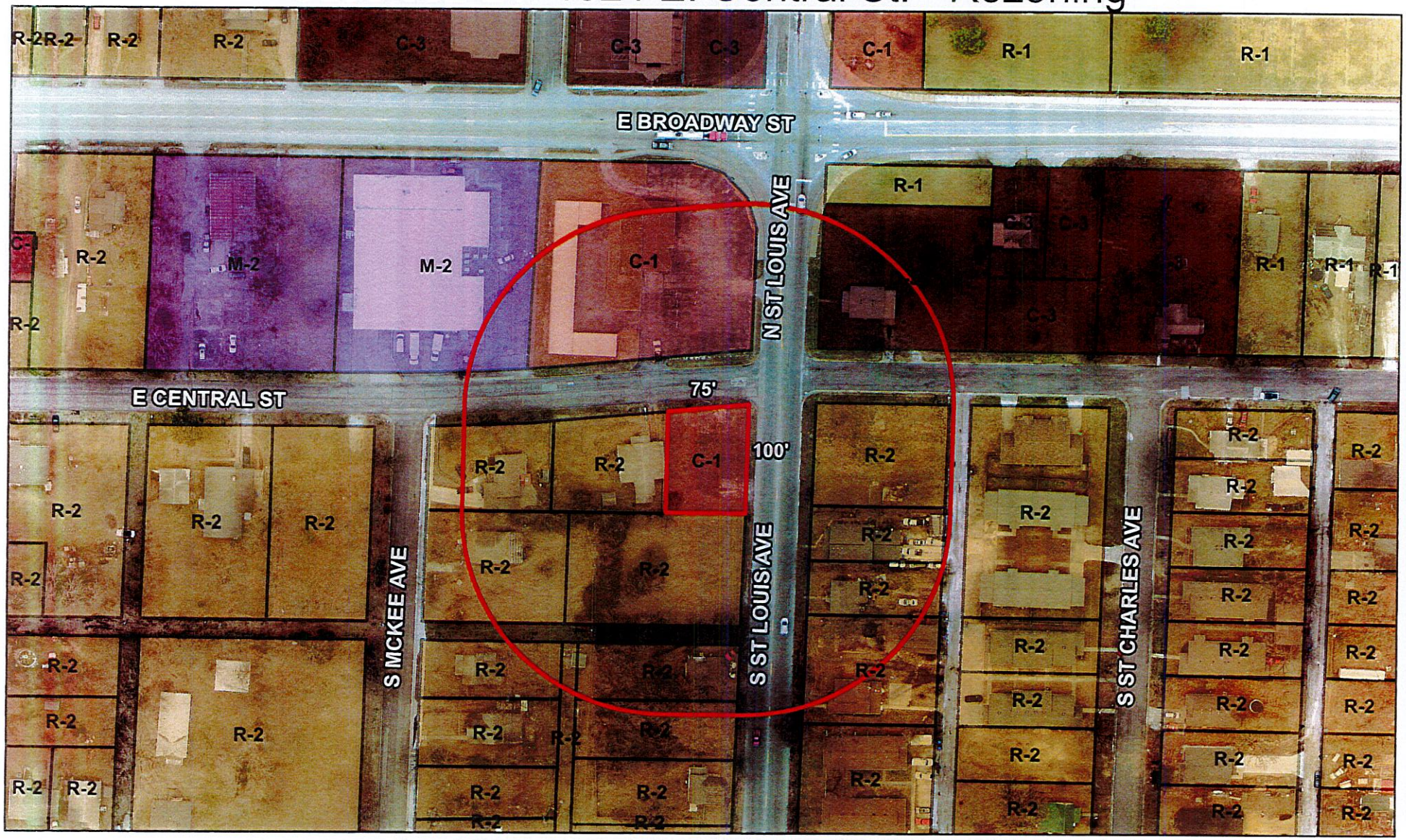
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 10/4/21

TITLE: Land acquisition

Case 062-21: 1524 E. Central St. - Rezoning



Case 062-21: 1524 E. Central St. – A request to remove from District C-1 (Neighborhood Commercial) and include in District R-2 (Two-family Residential) for future residential development – Schuber Mitchell Homes

P & Z Case 062-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-292 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 C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1524 E. Central St., 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 R-2:

All of the North 104.00 feet of Lot Numbered Sixty-eight (68) Except the East 24.18 feet in Taylors Addition to East Joplin City, now in the City of Joplin, Jasper County, Missouri according to the recorded plat thereof, and Except any part taken or deeded for Road Right-of-way taken off of the East and North sides thereof, being subject to all easements, right-of-ways, and reservations of record.

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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-293 – Rezone C-3 and R-1 to C-3-PD.

MEETING DATE:
December 6, 2021

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, City Manager-Nicholas Edwards.

SUMMARY REQUEST:
Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

BACKGROUND:
This request to rezone to C-3 is for future commercial development on the site. This zoning designation is shown to be acceptable in the comprehensive plan, and commercial development is appropriate along the Range Line Rd. corridor

Where this property abuts residential districts, a buffer will be required. The proposed development will likely cap the existing stormwater channel that runs on the North side of the property. That change to the channel will require the approval of the U.S. Army Corps of Engineers in order to ensure it meets the required federal regulations

PLANNING & ZONING COMMISSION TESTIMONY:
Devon Therius, 1537 Singleton Blvd., Dallas, TX. We are requesting the proposed property be rezoned to C-3, Commercial. We would like to bring a burger chain from Texas, and both lots need to be zoned C-3. The main building will be on Range Line with a drive back to the Highview side and connecting with Highview.

Ms. Phillips had a question for staff. Understanding that it is in the plan but how can the R-1 property magically be changed to C-3?

Mr. Stanton stated that it isn't magically going to commercial. It is going through the correct process for that to happen. The future land use map does show retail commercial from Range Line west to Highview.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 063-21.
Planning & Zoning Commission recommends approval for Case 063-21 (5 Favor, 1, Abstained, 0 Nays, 1 Absent)

ATTACHMENTS

CB 2021-293, Staff Planning Report, P&Z Commission Minutes

CB 2021-293

Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

Mr. Eastman abstained from this case.

Devon Therius, 1537 Singleton Blvd., Dallas, TX. We are requesting the proposed property be rezoned to C-3, Commercial. We would like to bring a burger chain from Texas, and both lots need to be zoned C-3. The main building will be on Range Line with a drive back to the Highview side and connecting with Highview.

Ms. Phillips had a question for staff. Understanding that it is in the plan but how can the R-1 property magically be changed to C-3?

Mr. Stanton stated that it isn't magically going to commercial. It is going through the correct process for that to happen. The future land use map does show retail commercial from Range Line west to Highview.

Ms. Phillips stated she was just concerned for Highview.

Ms. Bruckner-Sears asked the Commissioners if they had any other questions? They did not. Ms. Bruckner-Sears asked if there was anyone to speak in favor or against of this case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MS. WARREN THAT CASE 063-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUCKNER-SEARS, MR. MCCULLOUGH, MS. STEELE, MS. PHILLIPS, AND MS. WARREN "AYE"; MR. EASTMAN ABSTAINED. (5 IN FAVOR, 1 ABSTAIN, 1 ABSENT)

Z&P Meeting: November 8, 2021
City Council Meeting: December 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 063-21 A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development

LOCATION 2014 S. Range Line Rd. & 2019 S. Highview Ave.

APPLICANT Estacado Interests, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3, C-3-PD, R-1	Vacant	Approximately 1.1 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3/C-1	C-3	C-3/C-3-PD/R-1	R-1
Land Use	Retail/Automotive	Retail	Retail	Single-family Residential/Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Range Line Rd.	Arterial	135'
S. Highview Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is within a FEMA mapped Floodplain, Floodway Fringe, and Floodway. Development is subject to the City of Joplin Floodplain Ordinance and will require issuance of floodplain development permit from the City. Any habitable structure within the Floodway Fringe will require an elevation certificate certifying compliance with finished floor elevation being two feet above base flood elevation. Absolutely no development is permitted within the Floodway unless permits are acquired from the U.S. Army Corps of Engineers.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future Retail Commercial. Furthermore, the proposed change coincides with the goals of infill development.

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

The current zoning of C-3, C-3-PD, and R-1 is somewhat suitable for this property. The C-3 and C-3-PD are certainly suitable; however, the R-1 designation is only somewhat suitable directly abutting C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The property to the South is zoned R-1, so any development on the rear half of the subject property will require a buffer to be placed. Further, the future land use map does show that Retail Commercial be used between Range Line Rd. and Highview Ave. It is possible in the future that the remaining R-1 property on the East side of Highview will subsequently be rezoned to a commercial designation.

DISCUSSION

This request to rezone to C-3 is for future commercial development on the site. This zoning designation is shown to be acceptable in the comprehensive plan, and commercial development is appropriate along the Range Line Rd. corridor. The proposed development would need be oriented toward Range Line Rd.

Where this property abuts residential districts, a buffer will be required. The proposed development will likely cap the existing stormwater channel that runs on the North side of the property. That change to the channel will require the approval of the U.S. Army Corps of Engineers in order to ensure it meets the required federal regulations. Additional development adjacent to the floodway itself will require approval from the City Engineering Department for development in a flood plain.

The request is found to be consistent with the comprehensive plan and future land use map.

Staff recommends approval of Case 063-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

devan@estacadointerests.com

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 06-21 #1
Filing Fee: $550.00
Date Advertised: 10-29-21
Date Notices Sent 10-18-21
Public Hearing Date: 11-8-21

APPLICANT: Estacado Interests, LLC PHONE: 940.550.8068
ADDRESS: 1537 Singleton Blvd. Dallas, TX 75212 EMAIL: devan@estacadointerests.com

OWNER: Gray Partnership, LLC PHONE:
ADDRESS: 3904 S Sequoia Ave. Broken Arrow, OK 74011 EMAIL: tulsacjohnston@gmail.com

LOCATION/ADDRESS OF PROPERTY: 2014 S Rangeline Rd. Joplin, MO

Present Zoning 1/2 C3-PD, 1/2 C3 Requested Zoning: C3 Acreage: 1.09
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant/Office Building	C3/C1
South	Car Rental	1/2 C3-PD, 1/2 C3
East	Drug Store	C3
West	Vacant	R-1

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? Yes
   If yes, explain: Need to remove current split zoning on lot

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: South Rangeline Rd.
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 130'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Split zoning parcel

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 10/07/2021

TITLE: Manager

REZONING APPLICATION FORM

devan@estacadointerests.com

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 063-21 #2
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Estacado Interests, LLC PHONE: 940.550.8068
ADDRESS: 1537 Singleton Blvd. Dallas, TX 75212 EMAIL: devan@estacadointerests.com
OWNER: Richard S Hammer and Norma L Hammer Family Revocable Trust PHONE:
ADDRESS: 629 Trumpet Cir Birmingham, AL EMAIL: jkhgraham@gmail.com

LOCATION/ADDRESS OF PROPERTY: 2019 S Highview Joplin, MO

Present Zoning R1 Requested Zoning: C3 Acreage: 1.25
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Oil Change Facility	C-3
South	Vacant	R-1
East	Vacant	C3-PD
West	Vacant/Residential	R-1

Character of the Neighborhood: Commercial/Residential

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? Yes
   If yes, explain: Need a commercial access drive to connect to property adjacent on East border (2014 S. Rangeline)

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S Highview
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

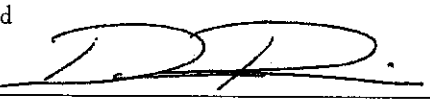
1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Residential lot immediately surrounded by C3 on two sides

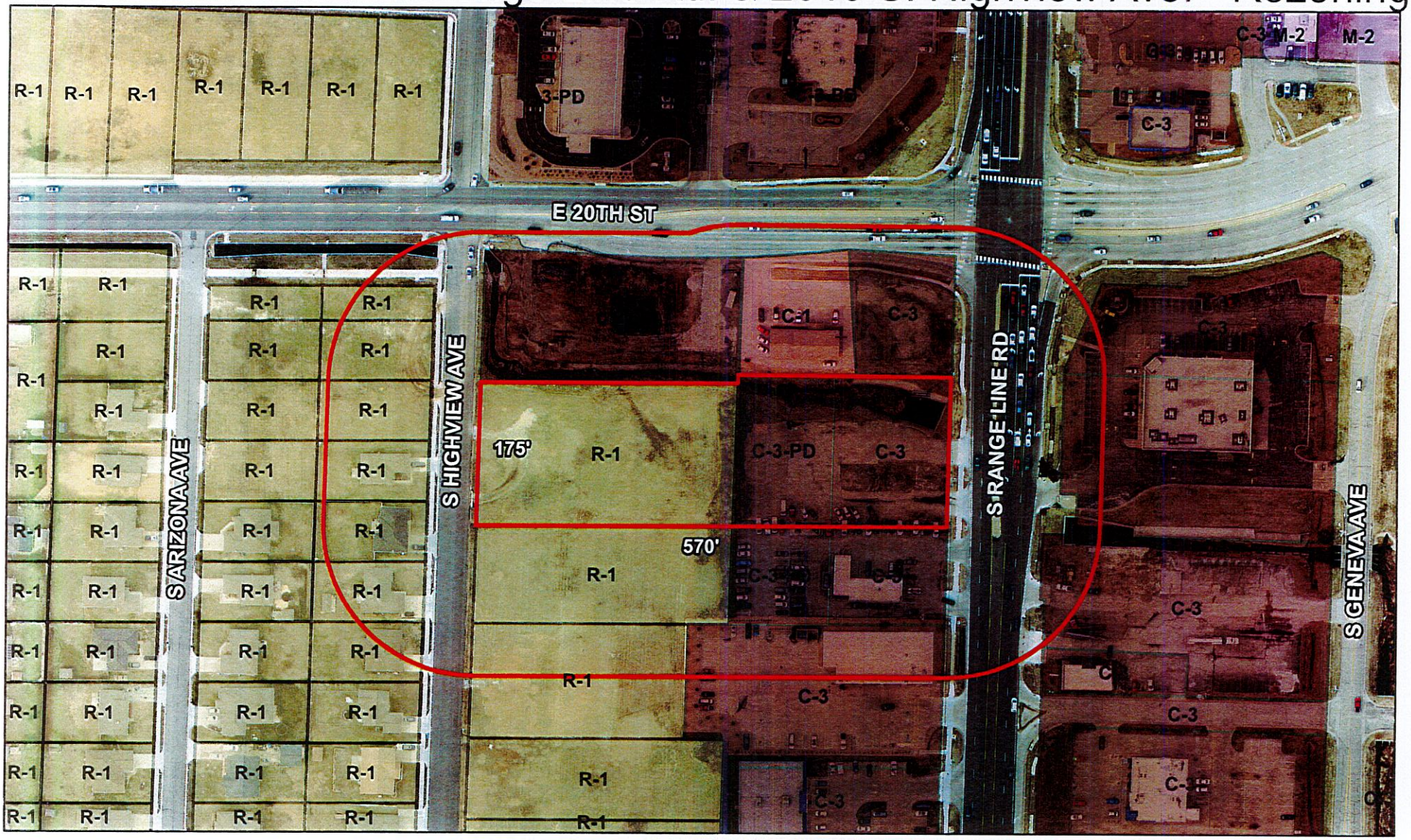
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE:  DATE: 10/07/2021

TITLE: Manager

Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. - Rezoning



Case 063-21: 2014 S. Range Line Rd. & 2019 S. Highview Ave. – A request to remove from District C-3 (Commercial) and R-1 (Single-family Residential) and include in District C-3-PD (Commercial Planned Development) for future commercial development – Estacado Interests, LLC

N

0 65 130 260 390 520 Feet

P & Z Case 063-21
Estacado Interests, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-293 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 C-3 (Commercial) and R-1 (Single-family Residential) and including in District C-3-PD (Commercial Planned Development) property as described below and located at 2014 S. Range Line Rd. & 2019 S. Highview Ave. 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-PD.

Tract 1: All of the South one hundred seventy-five feet (S 175') of Lot Numbered One (1) in KINDRED'S SUBDIVISION to the City of Joplin, Jasper County, Missouri, (also known as 2014 S. Rangeline, Joplin, Missouri) and All of Lot Number Fifteen (15) in Kindred's Sub-division 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_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-409 – approving a public service agreement to fund the Homeless Management Information System.

MEETING DATE
December 6, 2021

REVIEWED BY
Director of Planning, Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2021 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B21MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2021 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2021-409, 2021 Homeless Coalition Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2021 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2022 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2021 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2021 and end on the 31st day of December of 2022.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-21-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2021-409 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2021 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2021-410 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 6, 2021

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2021 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B21MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2021 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
CB2021-410; Coordinated Entry Agreement

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2021 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2022 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2021 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of

slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Tammy Walker	Oversight and Reporting	N/A
Shonna Greninger	Housing Resource Coordinator	
Jennifer Graham	Housing Case Manager	

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2021 and end on the 31st day of December of 2022.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-21-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453
Fax: 1-417-625-4738	Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply

with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing

within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a

bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____ and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2021-410 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2021 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2021 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

COUNCIL BILL NO. 2021-172 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to EZ Liner in the amount of Two Hundred Ninety-Nine Thousand, Two Hundred Seventy-Five and 81/100 Dollars ($299,275.81) for the purchase of a Paint Striper Truck; and containing an emergency clause.

WHEREAS, EZ Liner holds the Sourcewell Bid No. 052417-EZL for paint striper truck purchases.

WHEREAS, in the FY 2021-2022 budget process, Council approved and budgeted funds to cover the purchase of a Paint Striper Truck.

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

Section 1. That a Purchase Order to be issued to EZ Liner for a replacement Paint Striper Truck in the amount of Two Hundred Ninety-Nine Thousand, Two Hundred Seventy-Five and 81/100 Dollars ($299,275.81), be and the same is, hereby approved.

Section 2. That Fiscal Year 2021-2022 budgeted reflect an appropriation in the total amount of Two Hundred Ninety-Nine Thousand, Two Hundred Seventy-Five and 81/100 Dollars ($299,275.81) for the replacement of a Paint Striper Truck.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing with appropriations, the availability of equipment, to be an emergency within the meaning of Section 2.12(4) 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 Ordinance approves an appropriation that is budgeted.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-170

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-172
Replacement of a Paint Striper Truck

MEETING DATE
December 20, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2021-172 Ordinance; Sales Quotation from EZ Liner, Spare Parts Kit List

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance - Leslie Haase, City Attorney - Peter Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to EZ Liner in the amount of Two Hundred Ninety-Nine Thousand, Two Hundred Seventy-Five and 81/100 Dollars ($299,275.81) for the purchase of a replacement Paint Striper Truck.

BACKGROUND
Due to the wear and tear on equipment, the Sign and Signal Shop needs to replace a 2005 Chevrolet Chassis paint striper truck with 11,734 miles.

The decision was made by the Public Works Department to use the Sourcewell bid to purchase the replacement Paint Striper Truck from EZ Liner. This equipment meets city specification and mirrors existing equipment. This equipment will be able to stripe the City roads and the Airport Runway.

This purchase was approved in the FY 2021-2022 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

EZLINER®
A DIVISION OF VTS
1920 Albany Place SE · PO Box 140 · Orange City, IA 51041
TF: (800) 373-4016 · P: (712) 737-4016 · ezliner.com

QUOTATION

TO:
104590

CITY OF JOPLIN (MO)
1301 W 2ND ST
JOPLIN, MO 64801

SHIP TO:

CITY OF JOPLIN (MO) SIGN SHOP
602 S MAIN ST
JOPLIN, MO 64801

ATTN: ACCOUNTS PAYABLE (417)624-0820 ATTN: JERRY KEYS ()-

Quote No.	Date	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0005516	11/30/2021	E50	YOUR RFQ		ORIGIN	

Item	Quantity	UM	Part	Description	Price $	Extension $
				SOURCEWELL EZLINER CONTRACT NO 080521-EZL CUSTOMERS ID #86683		
001	1.00		TV-AL230	ARAPAHOE 3 COLOR TRUCK	271,298.00	271,298.00
002	1.00		18B-10-05	SPARE PARTS KIT	8,859.87	8,859.87
003	1.00		SOURCEWELL	7% DISCOUNT	19,611.06-	-19,611.06
004	1.00	EA	180-A320-00	ARAPAHOE MECH LINE GUIDE ASSY	3,269.00	3,269.00
005	1.00	EA	180-A405-00	ARAPAHOE BD GUN KIT	2,840.00	2,840.00
006	1.00	EA	180-A407-00	ARAPAHOE CROSSOVER PNT GUN KIT	3,043.00	3,043.00
007	1.00	EA	180-A401-00	ARAPAHOE BLK PNT OPTION ASSY	21,982.00	21,982.00
008	1.00	EA	TRAINING	3 DAY TRAINING AT CUSTOMER	5,145.00	5,145.00
009	1.00		SHIPPING	SHIP TO CUSTOMER	2,450.00	2,450.00
				Total for Quote $		**299,275.81**
					Approx total Weight:	0.00

Freight charges may be estimated. Actual freight charges will apply.

By: E50 PARTS

RECOMMENDED SPARE PARTS KITS FOR 2020 H-GAC CONTRACT SM10-20

3/16/2020

18A-10-05 MODEL TS-AL500 RECOMMENDED SPARE PARTS KIT

(6) A54-01-1068	Humphrey M420 air solenoids
(1) 080SK	LaMan Service Kit for Model 111F
(1) C28-01-3016	Hydraulic breather filter cartridge 10 micron
(1) C28-01-3088	In-tank hydraulic oil return line filter
(1) 238-338	Graco bead gun
(3) 238-340	Graco bead gun repair kits
(4) 025-0000-02	LP paint filter flange gaskets
(2) 025-0000-03	LP paint filter cover gaskets
(2) 637309-TT	ARO 2" diaphragm pump fluid section repair kits
(2) 93944-40	ARO 40 mesh HP paint filter screens
(1) 238-377	Graco paint gun
(3) 238-339	Graco paint gun repair kits
(2) 350-330	Titan/Speeflo 13.0 GPM HP paint pump fluid section repair kits with leather/UHMWPE packings
(3) XHD-443	Graco HP reversible paint tips
(1) 206-995	One-quart Graco TSL
(1) 314-482	One-quart Titan Liquid Shield Plus
(1) G01-00-7223	Electric actuator
(1) H69-01-8138	Wheel, 10x3.40/3.00 for line guide
(2) 047-A100-00	Aircraft tire for gun carriages

18B-10-06 Model TS-AL220 RECOMMENDED SPARE PARTS KIT

(6) A554-01-1068	Humphrey M420 air solenoids
(1) 080SK	LaMan Service Kit for Model 111F
(1) C28-01-3016	Hydraulic breather filter 10 micron
(1) C28-01-3088	In-tank hydraulic oil return line filter
(1) 238-338	Graco bead gun
(3) 238-340	Graco bead gun repair kits
(4) 025-0000-02	LP paint filter flange gaskets
(2) 025-0000-03	LP paint filter cover gaskets
(2) 637124-44	ARO 1 ½" diaphragm pump fluid section repair kits
(2) 93944-40	ARO 40 mesh HP paint filter screens
(1) 238-377	Graco paint gun
(3) 238-339	Graco paint gun repair kits

(2) 350-330	Titan/Speeflo 13.0 GPM HP paint pump fluid section repair kits with leather/UHMWPE packings
(3) XHD-435	Graco HD reversible paint tips
(1) 206-995	One-quart Graco TSL
(1) 314-482	One-quart Titan Liquid Shield Plus
(1) G01-00-7223	Electric actuator
(1) H69-01-8138	Wheel, 10x3.40/3.00 for line guide
(2) 047-A100-00	Aircraft tire for gun carriages

18C-10-05 MODEL TS-AL110 RECOMMENDED SPARE PARTS KIT

(6) A54-01-1061	Humphrey M310 air solenoids
(1) 431	Air filter for K35 Rol-Air air compressor
(1) 050SK	LaMan Service Kit for Model 107F
(1) C28-01-3187	Hydraulic oil filter 10 micron
(1) 238-338	Graco bead gun
(3) 238-340	Graco bead gun repair kits
(4) 025-0000-02	LP paint filter flange gaskets
(2) 025-0000-03	LP paint filter cover gaskets
(2) 637124-44	ARO 1 ½" diaphragm pump fluid section repair kits
(2) 93944-40	ARO 40 mesh HP paint filter screens
(2) D72-02-4016	Mesh screen 1/8" holes wye paint strainer screens
(1) 238-377	Graco paint gun
(3) 238-339	Graco paint gun repair kits
(2) 315-050	Titan/Speeflo 8.6 GPM HP paint pump fluid section repair kits
(3) XHD-435	Graco HD reversible paint tips
(1) 206-995	One-quart Graco TSL
(1) 314-482	One-quart Titan Liquid Shield Plus
(1) G01-00-7223	Electric actuator
(2) H69-01-8138	Wheel, 10x3.40/3.00 for line guide & gun carriages

18G-10-05 MODEL TS-AS500 RECOMMENDED SPARE PARTS KIT

(6) A54-01-1068	Humphrey M420 air solenoids
(1) 250SK	LaMan Service Kit for Model 140F
(1) C28-01-3016	Hydraulic breather filter 10 micron
(1) C28-01-3088	In-tank hydraulic oil return line filter
(1) 238-338	Graco bead gun
(3) 238-340	Graco bead gun repair kits
(4) 025-0000-02	LP paint filter flange gaskets

(2) 025-0000-03	LP paint filter cover gaskets
(2) 637309-TT	ARO 2" diaphragm pump fluid section repair kits
(1) 38-15	Kamber paint gun
(1) G01-00-7223	Electric actuator
(1) H69-01-8138	Wheel, 10x3.40/3.00 for line guide
(2) 047-A100-00	Aircraft gun carriage tires
(1) 314-482	One-quart Titan Liquid Shield Plus

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	814 W. 9th St.

COMPANY	BIDS
B & D Yardbuilders	$4,600.00
Big John's Heavy Equipment	$4,984.26
Clay Cole Trucking	$4,500.00
Gator Industrial	$3,434.00
Nelson's Enterprises	$3,949.00


COUNCIL BILL 2021-361
814 W 9TH ST.






05/26/2021

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 361, Building Regulations

MEETING DATE
December 20, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nick Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 814 W 9TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 26, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 3,434.00
Big Johns	$ 4,984.26
B&D Yardbuilders	$ 4,600.00
Clay Cole Trucking	$ 4,500.00
Nelson Enterprises	$ 3,949.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $ $3,434.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 361, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 361 ORDINANCE NO.

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 814 W. 9TH St. in the City of Joplin, Missouri, for Three Thousand Four Hundred Thirty-four and 00/100 Dollars ($ 3,434.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Three Thousand Four Hundred Thirty- four 00/100 Dollars ($ 3,434.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 814 W. 9TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 814 W. 9TH St. and legally described as:

ALL OF WEST 70 FT OF LOT NUMBERD ONE HUNDRED THREE (103) IN BYERS & MURPHY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	2023 S. Bird Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,890.00
Big John's Heavy Equipment	$4,986.21
Clay Cole Trucking	$4,200.00
Gator Industrial	$3,355.00
Nelson's Enterprises	$4,249.00


COUNCIL BILL 2021-362
2023 S. BIRD AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 362, Building Regulations

MEETING DATE
December 20, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nick Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 2023 S. Bird Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 24, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 3,355.00
Big Johns	$ 4,986.21
B&D Yardbuilders	$ 4,890.00
Clay Cole Trucking	$ 4,200.00
Nelson Enterprises	$ 4,249.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $3,355.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 362, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 362 ORDINANCE NO.

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 2023 Bird Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred Fifty-five and 00/100 Dollars ($ 3,355.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Three Thousand Three Hundred Fifty-five 00/100 Dollars ($ 3,355.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2023 Bird Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2023 Bird Ave. and legally described as:

ALL OF LOTS NUMBERED FIFTY-FIVE (55) & FIFTY-SIX (56) IN MURPHY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	12-Nov-2021	DEPT:	Planning & Community Development
STARTING TIME	10:30 AM		
CLOSING TIME:	10:45 AM	BID OPENED BY:	Jeff Oliver/Bryan Wicklund
Demolition of all structures		LOCATION:	120 N. Schifferdecker Ave.

COMPANY	BIDS
B & D Yardbuilders	$5,201.00
Big John's Heavy Equipment	$8,490.00
Clay Cole Trucking	$6,500.00
Gator Industrial	$4,500.00
Nelson's Enterprises	$5,230.00


COUNCIL BILL 2021-363
120 N. SCHIFFERDECKER







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021- 363, Building Regulations

MEETING DATE
December 20, 2021

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nick Edwards.

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Demolition to remove the structures, and any remaining debris including foundation and footings located at 120 N. SChifferdecker Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 28, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 29, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on November 12, 2021 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$ 4,500.00
Big Johns	$ 8,490.21
B&D Yardbuilders	$ 5,201.00
Clay Cole Trucking	$ 6,500.00
Nelson Enterprises	$ 5,230.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Demolition for $4,500.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2021- 363, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2021 – 363 ORDINANCE NO.

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 120 N. Schifferdecker Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred and 00/100 Dollars ($ 4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Demolition in the amount of Four Thousand Five Hundred 00/100 Dollars ($ 4,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 120 N. Schifferdecker Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 120 N. Schifferdecker Ave. and legally described as:

ALL OF LOTS NUMBERED FOUR (4) FIVE (5) SIX (6) SEVEN (7) EIGHT (8) NINE (9) & TEN (10) IN SCHIFFERDECKER PARK ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City 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 _____, 2021, by a _____ vote.

_____
Ryan D. Stanley – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-459 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider; and authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on the behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby, approved in the current form.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for the health enhancement activities for residents of the city and has a time limitation for approval with beginning of city's fiscal year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 20th day of December, 2021, by a vote of

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-459– approving a Contract between ScriptClaim Systems, LLC and the City of Joplin.

MEETING DATE
December 20, 2021

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2021-459 Council Bill; Pharmaceutical Services Contract Agreement, 2021-RFP#14 Bid Document and Exhibit A Bid Proposal.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
The Health Department requests consideration of Council Bill No. 2021-459 That authorizes a Pharmacy services Agreement between the City of Joplin, Health Department (Department) and ScriptClaim Systems, LLC operating pharmacies Walmart and Walmart Neighborhood Markets.

BACKGROUND
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the clinic and receive a prescription listed on the formulary from the clinic physicians are then referred to the city's contract pharmacy to have these prescriptions filled. To contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications prescribed by the clinic physicians for the clinic patients.

ScriptClaim Systems was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

Pharmacies on the city's vendor list and other local pharmacies were notified by mail/e-mail of the bid process advertisement and the bid request was advertised in the Joplin Globe as well as on the city website. Three bids were received: ScriptClaims Pharmacy (Walmart)- $1,610.00, Marley Drug-$3,458.04, and Walgreens- $7,543.43

After review of submitted bids, it was deemed that the ScriptClaims Pharmacy submitted the lowest and best bid. Script Claim Pharmacy is also the current contracted pharmacy provider.

Funds are provided in the 2022 fiscal year budget

FUNDING SOURCE
The source of funding is the Health Fund.

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

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **ScriptClaim Systems LLC**, a Missouri corporation, hereinafter referred to as "ScriptClaim Systems" on this _____ day of _____, 20___.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, ScriptClaim Systems operates a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations; and

WHEREAS after competitive bids, ScriptClaim Systems, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about December 1, 2021 and continuing to and until October 31, 2022. It shall be extended, one year at a time up to a maximum of three (3) years unless either party shall give sixty (60) days prior written notice of termination, or, unless ScriptClaim Systems is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse ScriptClaim Systems for prescriptions filled in accordance with the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID

2021-RFP-14; Pharmacy Services, submitted by ScriptClaim Systems for pharmaceuticals set forth on said Bid Response Form, or as may be amended by formulary lists, provided by City, provided to ScriptClaim Systems, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** ScriptClaim Systems shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2021-RFP-14; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** ScriptClaim Systems shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. ScriptClaim Systems shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if ScriptClaim Systems is no longer licensed by the State of Missouri to

dispense pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** Each party shall hold the other harmless from any and all claims and assessments pursuant to this Agreement. The parties intend to create an independent contractor relationship and neither party may control the actions of the other.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by ScriptClaim Systems without the express written consent of the City being first obtained.

10. **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.

11. **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.

12. **Entire Agreement**. This Agreement (including any Exhibits) 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.

13. **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 be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. **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.

15. **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. ScriptClaim Systems represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16. **Record Confidentiality.** ScriptClaim Systems shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

18. **Employee/Employer Relationship:** Contractor agrees that this Agreement does not create an employee/employer relationship between the parties. It is

the parties' intention that Wal-Mart will be an independent contractor and not an employee for purposes including, but not limited to, the application of the Fiar Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees that it shall not hold itself out as a City employee, but as an independent contractor hired by City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

ScriptClaim Systems LLC,

A Missouri Corporation

By: _____

Date: _____

CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

#2021-RFP-14

for

PHARMACY SERVICES 2021

JOPLIN HEALTH DEPARTMENT
321 E. 4th Street
JOPLIN, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Monday, November 08, 2021 at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Thursday, Ocotober 07, 2021

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Pharmacy Services

All bids shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

Specification variances, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order. Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form (all 7 pages)

MARK BID ENVELOPES: "BID #2021-RFP-14; Pharmacy Services 10:00 A.M., Nov 08, 2021"

Questions concerning the specifications and bidding procedures should be directed to Cynthia Burnham, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR
PHARMACEUTICAL SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred from the Joplin Community Clinic.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of three years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic Generic Formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal

substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its Generic Formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

In the evaluation of these bids additional criteria may be considered and given preference. These additional criteria include:

- Location of pharmacy. Transportation can be a factor for many clients receiving services from the Community Clinic. Pharmacies within the corporate limits of the City of Joplin or pharmacies that will make a provision for dispensing of prescriptions within the corporate limits of the city may be given preference.
- Convenience of use for Joplin Community Clinic patients and staff. Any pharmacy chosen should have operations that are convenient to the patients of the Joplin Community Clinic and to the staff and general operations and flow of the Community Clinic.

BID RESPONSE FORM
BID #2021-RFP-14, Pharmacy Services

ANTIBIOTICS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amoxicillin	Caps	250 mg	14	6
	Caps	500 mg	30	9
Amoxicillin/Clavulanate	Tabs	875 mg/125 mg	20	18
Augmentin – 10 day supply, twice daily				
Azithromycin	Tabs (5 days)	250 mg	6	12
Azithromycin	Tabs (3 days)	500 mg	7	19
Cefdinir	Caps	300 mg	20	25
Cephalexin	Caps	500 mg	20	9
Ciprofloxacin	Tabs	250 mg	14	14
Ciprofloxacin	Tabs	500 mg	14	10
Clindamycin	Caps	150 mg	30	9
Doxycycline Hyclate	Tabs	100 mg	14	14
Doxycycline Hyclate	Tabs	100 mg	20	16
Levofloxacin	Tabs	750 mg	7	16
Levofloxacin	Tabs	750 mg	10	18
Levofloxacin	Tabs	500 mg	7	14
Levofloxacin	Tabs	500 mg	10	16
Levofloxacin	Tabs	500 mg	14	17
Metronidazole	Tabs	500 mg	21	9
Nitrofurantoin (Macrobid)	Caps	100 mg	14	19
Penicillin VK	Tabs	500 mg	28	9
Bactrim DS (TMP/SMX)	Tabs	800-160 mg	20	9

ANALGESICS - NSAIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ibuprofen	Tabs	600 mg	60	5
Ibuprofen	Tabs	600 mg	90	7
Ibuprofen	Tabs	800 mg	60	11
Ibuprofen	Tabs	800 mg	90	15
Meloxicam	Tabs	7.5 mg	30	5
Meloxicam	Tabs	15 mg	30	4
Naproxen	Tabs	500 mg	60	13

60

ANTIDEPRESSANTS / ANTI-ANXIETY				
	TYPE	**DSG**	**AMOUNT**	**COST**
Duloxetine	Caps	30 mg	30	15
Duloxetine	Caps	30 mg	60	28
Duloxetine	Caps	60 mg	30	15
Duloxetine	Caps	60 mg	60	28
Escitalopram	Tabs	10 mg	30	4
Escitalopram	Tabs	20 mg	30	4
Nortriptyline	Caps	25 mg	60	7.50
Nortriptyline	Caps	50 mg	30	35
Sertraline	Tabs	25 mg	30	9
Sertraline	Tabs	50 mg	30	4
Sertraline	Tabs	100 mg	30	9
Trazadone	Tabs	50 mg	30	4

162.50

ANTIDIABETIC				
	TYPE	**DSG**	**AMOUNT**	**COST**
Glimepiride	Tabs	2 mg	30	4
Glimepiride	Tabs	2 mg	60	8
Glimepiride	Tabs	4 mg	30	4

238.50 ✓

Glimepiride	Tabs	4 mg	60	8
Glipizide	Tabs	5 mg	60	4
Glyburide	Tabs	5 mg	30	9
Glyburide	Tabs	5 mg	120	23
Metformin	Tabs	500 mg	60	4
Metformin	Tabs	500 mg	120	8
Metformin	Tabs	1000 mg	60	4
Pioglitazone (Actos)	Tabs	15 mg	30	15
Pioglitazone (Actos)	Tabs	30 mg	30	15

100

CARDIOVASCULAR				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amlodipine	Tabs	2.5 mg	30	9
Amlodipine	Tabs	5 mg	30	9
Amlodipine	Tabs	10 mg	30	9
Atenolol	Tabs	25 mg	30	4
Atenolol	Tabs	50 mg	30	4
Carvedilol	Tabs	6.25 mg	60	4
Carvedilol	Tabs	12.5 mg	60	4
Carvedilol	Tabs	25 mg	60	4
Clonidine	Tabs	0.1 mg	60	4
Clonidine	Tabs	0.1 mg	90	6
Clopidogrel (Plavix)	Tabs	75 mg.	30	15
Diltiazem CD	Caps	120 mg	30	9
Diltiazem CD	Caps	180 mg	30	13
Diltiazem CD	Caps	240 mg	30	14
Furosemide	Tabs	20 mg	30	4
Furosemide	Tabs	40 mg	30	4
Gemfibrozil	Tabs	600 mg	60	9

215

Hydrochlorothiazide (HCTZ)	Caps or Tabs	12.5 mg	30	4
Hydrochlorothiazide (HCTZ)	Tabs	25 mg	30	4
Hydrochlorothiazide (HCTZ)	Tabs	50 mg	30	4
Isosorbide Mononitrate ER	Tabs	30 mg	60	4
Labetalol	Tabs	100 mg	60	10
Labetalol	Tabs	100 mg	120	15
Labetalol	Tabs	200 mg	60	12
Lisinopril	Tabs	5 mg	30	4
Lisinopril	Tabs	10 mg	30	4
Lisinopril	Tabs	20 mg	30	4
Lisinopril	Tabs	30 mg	30	4
Lisinopril	Tabs	40 mg	30	**11**
Losartan	Tabs	50 mg.	30	9
Losartan	Tabs	100 mg.	30	9
Metoprolol Tartrate	Tabs	25 mg	60	4
Metoprolol Tartrate	Tabs	50 mg	60	4
Nifedipine ER	Tabs	60 mg	30	18
Nifedipine ER	Tabs	60 mg	60	32
Potassium Chloride	Tabs	10 mEq	30	**8**
Potassium Chloride	Tabs	20 mEq	30	9
Simvastatin	Tabs	10 mg	30	9
Simvastatin	Tabs	20 mg	30	9
Simvastatin	Tabs	40 mg	30	9
Simvastatin	Tabs	80 mg	30	17
Sotalol	Tabs	80 mg	30	13
Sotalol	Tabs	80 mg	60	18

313

COUGH & COLD				
	TYPE	**DSG**	**AMOUNT**	**COST**
Benzonatate	Perles	100 mg	14	8
Benzonatate	Perles	100 mg	30	16

24

CREAMS, OINTMENTS & SUPPOSITORIES

272.00

	TYPE	DSG	AMOUNT	COST
Bactroban 2%	Ointment	1 tube=22gr	[redacted]	18
Silver Sulfadiazine 1%`	Cream		50 Gm	10
Triamcinolone 0.01%	Cream		80 Gm	6
Triamcinolone 0.01%	Ointment		80 Gm	9
Triple Antibiotic	Ointment		30 Gm	4

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EAR, NOSE & THROAT				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ear Wax	Drops		15 ml	4
Flonase (Fluticasone Propionate)	Nasal Spray		16 Gm	12
Loratadine (Claritin)	Tabs	10 mg	30	4
Montelukast (Singular)	Tabs	10 mg	30	17
Saline mist			45 ml	2

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H_2-ANTAGONISTS & ANTACIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Dicyclomine	Caps	10 mg	90	15
Famotidine	Tabs	[redacted] 20?	60	17
Omeprazole	Caps	20 mg	30	15
Pantoprazole DR	Tabs	40 mg.	30	16
Ranitidine	Tabs	150 mg	60	Off the mkt

63

HORMONES				
	TYPE	**DSG**	**AMOUNT**	**COST**
Medroxyprogesterone	Tabs	10 mg	10	7
Medroxyprogesterone	Tabs	10 mg	30	11
Medroxyprogesterone	Tabs	10 mg	60	16
Medroxyprogesterone	Tabs	10 mg	90	22

205✓

72

Progesterone	Caps	100 mg	30	16

LAXATIVES & STOOL SOFTENERS				
	TYPE	**DSG**	**AMOUNT**	**COST**
DSS (docusate sodium)	Caps	100 mg	60	3
Docusate Calcium	Caps	240 mg	30	7

10

MISCELLANEOUS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Allopurinol	Tabs	300 mg	30	11
Allopurinol	Tabs	300 mg	60	17
Cyclobenzaprine	Tabs	10 mg	30	10
Fluconazole	Tabs	150 mg	30	40
Fluoxetine	Caps	20 mg	30	4
Gabapentin	Caps	100 mg	60	11
Gabapentin	Caps	300 mg	60	17
Levothyroxine	Tabs	All mg	30	4
Meclizine	Tabs	25 mg	30	9
Nystatin Cream	Cream	15 gm	1	7
Nystatin Cream	[redacted]	15 gm	1	7
Prednisone	Tabs	5 mg	30	7
Prednisone	Tabs	10 mg	30	10
Zofran Ondansetron (not ODT)	Tabs	4 mg	30	20
Zofran Ondansetron (not ODT)	Tabs	8 mg	30	20

194

220

Total Cost of drugs **$1442.50** (plus 1.25 per claim to PBM-Script Claim**):$167.50** (134 items on list)
Total with PBM 1.25 per claim: $1610.00

Company Name: ____Walmart _____

Address: _____1501 S Rangeline Rd_____

_____Joplin, MO 64804_____

Signature: _____

Printed Name: _____LESLIE FRAZIER_____

Telephone: ____573-718-0892_____

E-mail: _____Leslie.Frazier@walmart.com_____

MBE_____ WBE_____

MARK BID ENVELOPES: "BID #2021-RFP-14; Pharmacy Services 10:00 A.M., NOV 08, 2021"

CITY
OF
JOPLIN, MISSOURI

BID PACKAGE

#2021-RFP-14

for

PHARMACY SERVICES 2021

JOPLIN HEALTH DEPARTMENT
321 E. 4th Street
JOPLIN, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Monday, November 08, 2021 at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Thursday, Ocotober 07, 2021

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Pharmacy Services

All bids shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

Specification variances, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order. Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form (all 7 pages)

MARK BID ENVELOPES: "BID #2021-RFP-14; Pharmacy Services 10:00 A.M., Nov 08, 2021"

Questions concerning the specifications and bidding procedures should be directed to Cynthia Burnham, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR
PHARMACEUTICAL SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred from the Joplin Community Clinic.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of three years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic Generic Formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal

substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its Generic Formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

In the evaluation of these bids additional criteria may be considered and given preference. These additional criteria include:

- Location of pharmacy. Transportation can be a factor for many clients receiving services from the Community Clinic. Pharmacies within the corporate limits of the City of Joplin or pharmacies that will make a provision for dispensing of prescriptions within the corporate limits of the city may be given preference.
- Convenience of use for Joplin Community Clinic patients and staff. Any pharmacy chosen should have operations that are convenient to the patients of the Joplin Community Clinic and to the staff and general operations and flow of the Community Clinic.

BID RESPONSE FORM
BID #2021-RFP-14, Pharmacy Services

ANTIBIOTICS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amoxicillin	Caps	250 mg	14	
	Caps	500 mg	30	
Amoxicillin/Clavulanate	Tabs	875 mg/125 mg	20	
Augmentin – 10 day supply, twice daily				
Azithromycin	Tabs (5 days)	250 mg	6	
Azithromycin	Tabs (3 days)	500 mg	7	
Cefdinir	Caps	300 mg	20	
Cephalexin	Caps	300 mg	20	
Ciprofloxacin	Tabs	250 mg	14	
Ciprofloxacin	Tabs	500 mg	14	
Clindamycin	Caps	150 mg	30	
Doxycycline Hyclate	Tabs	100 mg	14	
Doxycycline Hyclate	Tabs	100 mg	20	
Levofloxacin	Caps	750 mg	7	
Levofloxacin	Caps	750 mg	10	
Levofloxacin	Caps	500 mg	7	
Levofloxacin	Caps	500 mg	10	
Levofloxacin	Caps	500 mg	14	
Metronidazole	Tabs	500 mg	21	
Nitrofurantoin (Macrobid)	Caps	100 mg	14	
Penicillin VK	Tabs	500 mg	28	
Bactrim DS (TMP/SMX)	Tabs	800-160 mg	20	

ANALGESICS - NSAIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ibuprofen	Tabs	600 mg	60	
Ibuprofen	Tabs	600 mg	90	
Ibuprofen	Tabs	800 mg	60	
Ibuprofen	Tabs	800 mg	90	
Meloxicam	Tabs	7.5 mg	30	
Meloxicam	Tabs	15 mg	30	
Naproxen	Tabs	500 mg	60	

ANTIDEPRESSANTS / ANTI-ANXIETY				
	TYPE	**DSG**	**AMOUNT**	**COST**
Duloxetine	Caps	30 mg	30	
Duloxetine	Caps	30 mg	60	
Duloxetine	Caps	60 mg	30	
Duloxetine	Caps	60 mg	60	
Escitalopram	Tabs	10 mg	30	
Escitalopram	Tabs	20 mg	30	
Nortriptyline	Caps	25 mg	60	
Nortriptyline	Caps	50 mg	30	
Sertraline	Tabs	25 mg	30	
Sertraline	Tabs	50 mg	30	
Sertraline	Tabs	100 mg	30	
Trazadone	Tabs	50 mg	30	

ANTIDIABETIC				
	TYPE	**DSG**	**AMOUNT**	**COST**
Glimepiride	Tabs	2 mg	30	
Glimepiride	Tabs	2 mg	60	
Glimepiride	Tabs	4 mg	30	
Glimepiride	Tabs	4 mg	60	

Glipizide	Tabs	5 mg	60	
Glyburide	Tabs	5 mg	30	
Glyburide	Tabs	5 mg	120	
Metformin	Tabs	500 mg	60	
Metformin	Tabs	500 mg	120	
Metformin	Tabs	1000 mg	60	
Pioglitazone (Actos)	Tabs	15 mg	30	
Pioglitazone (Actos)	Tabs	30 mg	30	

CARDIOVASCULAR				
	TYPE	**DSG**	**AMOUNT**	**COST**
Amlodipine	Tabs	2.5 mg	30	
Amlodipine	Tabs	5 mg	30	
Amlodipine	Tabs	10 mg	30	
Atenolol	Tabs	25 mg	30	
Atenolol	Tabs	50 mg	30	
Carvedilol	Tabs	6.25 mg	60	
Carvedilol	Tabs	12.5 mg	60	
Carvedilol	Tabs	25 mg	60	
Clonidine	Tabs	0.1 mg	60	
Clonidine	Tabs	0.1 mg	90	
Clopidogrel (Plavix)	Tabs	75 mg.	30	
Diltiazem CD	Caps	120 mg	30	
Diltiazem CD	Caps	180 mg	30	
Diltiazem CD	Caps	240 mg	30	
Furosemide	Tabs	20 mg	30	
Furosemide	Tabs	40 mg	30	
Gemfibrozil	Tabs	600 mg	60	
Hydrochlorothiazide (HCTZ)	Caps or Tabs	12.5 mg	30	

Hydrochlorothiazide (HCTZ)	Tabs	25 mg	30	
Hydrochlorothiazide (HCTZ)	Tabs	50 mg	30	
Isosorbide Mononitrate ER	Tabs	30 mg	60	
Labetalol	Tabs	100 mg	60	
Labetalol	Tabs	100 mg	120	
Labetalol	Tabs	200 mg	60	
Lisinopril	Tabs	5 mg	30	
Lisinopril	Tabs	10 mg	30	
Lisinopril	Tabs	20 mg	30	
Lisinopril	Tabs	30 mg	30	
Lisinopril	Tabs	40 mg	30	
Losartan	Tabs	50 mg.	30	
Losartan	Tabs	100 mg.	30	
Metoprolol Tartrate	Tabs	25 mg	60	
Metoprolol Tartrate	Tabs	50 mg	60	
Nifedipine ER	Tabs	60 mg	30	
Nifedipine ER	Tabs	60 mg	60	
Potassium Chloride	Tabs	10 mEq	30	
Potassium Chloride	Tabs	20 mEq	30	
Simvastatin	Tabs	10 mg	30	
Simvastatin	Tabs	20 mg	30	
Simvastatin	Tabs	40 mg	30	
Simvastatin	Tabs	80 mg	30	
Sotalol	Tabs	80 mg	30	
Sotalol	Tabs	80 mg	60	

COUGH & COLD				
	TYPE	**DSG**	**AMOUNT**	**COST**
Benzonatate	Perles	100 mg	14	
Benzonatate	Perles	100 mg	30	

CREAMS, OINTMENTS & SUPPOSITORIES				
	TYPE	**DSG**	**AMOUNT**	**COST**

Bactroban 2%	Ointment		50 Gm	
Silver Sulfadiazine 1%`	Cream		50 Gm	
Triamcinolone 0.01%	Cream		80 Gm	
Triamcinolone 0.01%	Ointment		80 Gm	
Triple Antibiotic	Ointment		30 Gm	

EAR, NOSE & THROAT				
	TYPE	**DSG**	**AMOUNT**	**COST**
Ear Wax	Drops		15 ml	
Flonase (Fluticasone Propionate)	Nasal Spray		16 Gm	
Loratadine (Claritin)	Tabs	10 mg	30	
Montelukast (Singular)	Tabs	10 mg	30	
Saline mist			45 ml	

H_2-ANTAGONISTS & ANTACIDS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Dicyclomine	Caps	10 mg	90	
Famotidine	Tabs	150 mg	60	
Omeprazole	Caps	20 mg	30	
Pantoprazole DR	Tabs	40 mg.	30	
Ranitidine	Tabs	150 mg	60	

HORMONES				
	TYPE	**DSG**	**AMOUNT**	**COST**
Medroxyprogesterone	Tabs	10 mg	10	
Medroxyprogesterone	Tabs	10 mg	30	
Medroxyprogesterone	Tabs	10 mg	60	
Medroxyprogesterone	Tabs	10 mg	90	
Progesterone	Caps	100 mg	30	

LAXATIVES & STOOL SOFTENERS				
	TYPE	**DSG**	**AMOUNT**	**COST**
DSS (docusate sodium)	Caps	100 mg	60	
Docusate Calcium	Caps	240 mg	30	

MISCELLANEOUS				
	TYPE	**DSG**	**AMOUNT**	**COST**
Allopurinol	Tabs	300 mg	30	
Allopurinol	Tabs	300 mg	60	
Cyclobenzaprine	Tabs	10 mg	30	
Fluconazole	Tabs	150 mg	30	
Fluoxetine	Caps	20 mg	30	
Gabapentin	Caps	100 mg	60	
Gabapentin	Caps	300 mg	60	
Levothyroxine	Tabs	All mg	30	
Meclizine	Tabs	25 mg	30	
Nystatin Cream	Cream	15 gm	1	
Nystatin Cream	Cream	15 gm	1	
Prednisone	Tabs	5 mg	30	
Prednisone	Tabs	10 mg	30	
Zofran Ondansetron (not ODT)	Tabs	4 mg	30	
Zofran Ondansetron (not ODT)	Tabs	8 mg	30	

Total Cost $_____

Company Name: _____

Address: _____

_____

Signature: _____

Printed Name: _____

Telephone: _____

E-mail: _____

MBE_____ WBE_____

MARK BID ENVELOPES: "BID #2021-RFP-14; Pharmacy Services 10:00 A.M., NOV 08, 2021 "

COUNCIL BILL NO. 2021-613 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with MacQueen Equipment LLC; DBA MacQueen Emergency Group., a Missouri Corporation, for the purpose of purchasing one (1) new Pierce Velocity PUC (Pump Under Cab) Pumper for the not to exceed price of Seven Hundred Ninety-One Thousand, Two Hundred Eighty-Nine Dollars and No Cents ($791,289.00); 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, MISSOURI, as follows:

Section 1. That the agreement by and between the City of Joplin and MacQueen Equipment LLC. for the purpose of purchasing one (1) new Pierce Velocity PUC (Pump Under Cab) Pumper for the not to exceed price of Seven Hundred Ninety-One Thousand, Two Hundred Eighty-Nine Dollars and No Cents ($791,289.00).

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

Section 3. 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 for the purchase of a fire engine for public safety purposes.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of_____, 2021, by a vote of_____.

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021- 613: authorizing the City of Joplin to enter into an agreement with MacQueen Equipment LLC., for the purpose of purchasing a Pierce Velocity PUC (Pump Under Cab) Pumper for the not to exceed price of Seven Hundred Ninety-One Thousand, Two Hundred Eighty-Nine Dollars and No Cents ($791,289.00)

MEETING DATE
December 20, 2021

ORIGINATING DEPT
Fire

ATTACHMENTS
CB: 2022-613 Ordinance; E7 Purchase Agreement with Option List, E7 Blueprint, Certifications, Warranties.

REVIEWED BY
Dept. Head: Mark Cannon; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with MacQueen Equipment LLC. for the purpose of purchasing a Pierce Velocity PUC (Pump Under Cab) Pumper.

BACKGROUND
This Council bill proposes the purchase of a Pierce Velocity PUC (Pump Under Cab) Pumper Apparatus. 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. We received a proposal of $791,289.00 from MacQueen Fire Apparatus. Over the last several years and throughout the United States, hundreds of fire apparatus have been purchased utilizing the HGAC 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 this aerial truck meet all of the needs of the City of Joplin.

This Pierce Velocity PUC (Pump Under Cab) Pumper will be employed to serve Fire District 7 out of Station 7 which is currently in the design phase. Approving this agreement, now, accounts for up to 17 months for apparatus delivery as well as avoidance of a scheduled cost increase of 8.5% on February 1, 2022. The cost noted does include the selection of a 100% performance bond from Pierce.

FUNDING SOURCE
The fiscal year 2022 budget.

RECOMMENDATION

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

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Joplin, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.

d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $789,350.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is scheduled to be within **15.5-18.5 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Joplin
Interim Fire Chief Mark Cannon
303 East 3rd Street
Joplin, MO 64801

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: $ 2,000,000

Each Occurrence: $ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: $ 5,000,000

Each Occurrence: $ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CITY OF JOPLIN**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Joplin **Date** November 30, 2021

Quantity	Chassis Type	Body Type	Price per Unit
1	Velocity	PUC Pumper	$789,350.00*

Houston-Galveston Area Council (HGAC) Consortium Pricing.

PERFORMANCE BOND OPTION:

If a Performance Bond is required add $1,939.00 to the contract price.
***Initial here to accept*: .**

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS"

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF November 30, 2021 BETWEEN MACQUEEN AND City of Joplin (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No
If not, please provide correct name and address to be listed on CO. _____
_____

Is there a lienholder? ☐ Yes ☐ No
If yes, please provide lienholder information. _____
_____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 607 Dated 11/30/2021 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 607 Dated 11/30/2021 .

Option List

11/30/2021

Customer:	Joplin Fire Department	**Bid Number:**	607
Representative	Tindall, Allen	**Job Number:**	
Organization:	MacQueen Emergency Group	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	07/15/2021
Description:	Joplin Velocity PUC	**Stock Number:**	
Body:	Pumper, PUC, Aluminum	**Price Level:**	40 (Current: 40)
Chassis:	Velocity Chassis, PUC (Med Block), 2010	**Lane:**	Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0620362		Consortium, HGAC	1
11	0537375		Unit of Measure, US Gallons	1
12	0529326		Bid Bond, 10%, Pierce Built Chassis	1
13	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
14	0000007		Approval Drawing	1
15	0002928		Electrical Diagrams	1
16	0597590		Velocity Chassis, PUC (Med Block), 2010	1
17	0000110		Wheelbase Wheelbase - 216.5	1
18	0000070		GVW Rating GVW rating - 54000	1
19	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
20	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp,Enf Full Lgth, 56"Qv	1
21	0566636		Axle, Front, Dana, D2200, 23,000 lb	1
22	0579308		Suspension, Front Spring, 23,000 lb, Dana Axle	1
23	0000319		Shock Absorbers on Front Axle, Qtm/AXT/Imp/Vel	1
24	0000322		Oil Seals, Front Axle	1
25	0582746		Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply	1
26	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
27	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
28	0544253		Top Speed of Vehicle, 68 MPH	1
29	0555352		Suspen, Rear, Hendrickson FMX 312 EX, Air Ride, 31,000 lb	1
30	0000485		Oil Seals, Rear Axle	1
31	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
32	0641529		Wheels, Rear, Accuride, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
33	0568081		Tire Balancing, Counteract Beads	1
34	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
35	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
36	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
37	0057936		Covers, Lug Nut, Chrome	1
38	0002045		Mud Flap, Front and Rear, Pierce Logo	1
39	0760675		Chains, Onspot, Automatic Tire, Custom	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Forward and Rearward	1
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0690932		Brakes, Bendix, ADB22X, 17" Disc, Front	1
44	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1

Line	Option	Type	Option Description	Qty
46	0000786		Brake Reservoirs, Four	1
47	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0089419		Air Inlet, with Kussmaul Air Eject (Fill-In Blank Location)	1
			Location - Behind Rear Crew Cab Door Drivers Side Qty, Air Coupling (s) - 1	
50	0736440		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, REPTO, Imp/Vel	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0001236		Not Required, Auxiliary Brake, Alt. Aux. Brake Selected	1
53	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
54	0123135		Air Intake, w/Ember separator, Imp/Vel	1
55	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
56	0787999		Radiator, Impel/Velocity	1
57	0511425		Cooling Hoses, Rubber	1
58	0674793		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension, PUC	1
59	0001129		Lines, Fuel	1
60	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
61	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
62	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
63	0699437		Cooler, Chassis Fuel, Not Req'd.	1
64	0690880		No Selection Required From This Category	1
65	0642577		Trans, Allison 5th Gen, 3000 EVS PR, w/Prognostics, Imp/Vel/Dash CF/SFR/Enf	1
			Trans. retarder capacity - b. medium/1300, 3000 EVS Trans, retarder control - l) Auto 1/3, 2/3, 3/3	
66	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
67	0517604		Transmission Programming, Park to Neutral, PUC	1
68	0797408		Transmission Oil Cooler, Modine, External, w/Modine External Sump	1
69	0682855		Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only"	1
70	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
71	0027843		Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
72	0001370		Driveline, Spicer 1710	1
73	0669989		Steering, Ross TAS-85 w/tilt, Eaton Pump, w/ Cooler	1
74	0001545		Steering Assist Cylinder on Front Axle	1
75	0509231		Steering Wheel, 4 Spoke with Controls	1
76	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Joplin Text, Row (2) Two - Fire Text, Row (3) Three - Department	
77	0123627		Bumper, 26" Extended, Imp/Vel	1
78	0610291		Tray, Hose, Center, 26" Bumper, Outside Air Horns, 13" Deep, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 23) 200' of 1.75"	
79	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
80	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
81	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
82	0012300		Bracket, License Plate, Frt Bumper Non-Illuminated	1
83	0668310		Cab, Velocity FR, 7010 Raised Roof, PUC	1
84	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
85	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
86	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
87	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
88	0527032		Trim, S/S Band, Across Cab Face, Rect Lights, Velocity	1
			Material Trim/Scuffplate - c) S/S, Polished Turnsignal Covers - Polished S/S Covers	
89	0087357		Molding, Chrome on Side of Cab	1
90	0559132		Mirrors, Forward Mtd, Htd/Rmt, Pierce One-Eleven, LED Turn Signal	1
			Finish, Arm Cover - Chrome Finish, Mirror Head - Chrome	
91	0667937		Door, Full Height, Velocity FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	

Line	Option	Type	Option Description	Qty
91			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
92	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
93	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
94	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
95	0555485		Steps, 4-Door Full Tilt Cab, Imp/Vel	1
96	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
97	0509649		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
98	0002140		Fenders, S/S on Cab	1
99	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
100	0568605		Not Required, Interior Trim, No Cab Side Windows	1
101	0012090		Not Required, Windows, Front/Side of raised roof	1
102	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
103	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
104	0123686		Drip Rail, Cab Roof, Impel/Velocity/Velocity SLT	1
105	0097671		Enclosure Around Light Tower on Cab Roof, Painted, Angled Front	1
106	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
107	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
108	0696871		Floor, Alum Cab & Rubber Crew Cab - AXT/Imp/Vel	1
109	0741239		HVAC, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
110	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
111	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
112	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
113	0122516		Fluid Check Access, Imp/Vel	1
114	0583042		Side Roll and Frontal Impact Protection	1
115	0622619		Seating Capacity, 4 Seats	1
116	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety	1
117	0587668		Seat, Officer, Pierce PS6, Base, SCBA, Safety	1
118	0510037		Radio Compartment, Below Officer Seat, Imp/Vel	1
119	0771843		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 30.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - 1" side release	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - No Scuffplate	
			Material Finish, Shelf - 0-No Shelving	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Louvers, Cabinet - 0-No Louvers	
120	0102783		Not Required, Seat, Rr Facing C/C, Center	1
121	0767510		Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 26.5 D, Web, Ext Acc, Imp/Vel	1
			Type of fastener - 1" side release	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Right Side	
			Scuffplate, Material/Finish - No Scuffplate	
			Material Finish, Shelf - 0-No Shelving	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Louvers, Cabinet - 0-No Louvers	
122	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
123	0122744		Seat, Forward Facing C/C, Center, (2) Pierce PS6, Premium, SCBA, Safety	1
124	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
125	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
126	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	

Line	Option	Type	Option Description	Qty
127	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
128	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
129	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
130	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
131	0631776		Not Required, Overhead Map Lights	1
132	0555813		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - Rear Wall Cab, Each Side, Body Compartment and Inside step area of Officer Side; in the Left side front compartment	
133	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
134	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
135	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
136	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
137	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
138	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
139	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - Officer's Side Dash Panel (Outside)	
140	0548004		Wiring, Spare, 15 A 12V DC 1st	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location, Spare Wiring - Officer Dash	
141	0767635		Wiring, Spare, 4.8 A 12V DC, USB Termination, Kussmaul 091-219-5 Sw Pnl 1st	1
			Qty, - 01	
			12vdc power from - Ignition power	
			Location - Behind dash panel on Officer's Side (Inside)	
142	0643196		Radio, AM/FM/CD/WB, Jensen, Front Aux In / USB / Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew	
			Antenna, AM/FM Radio - c) Roof-mounted rubber antenna	
			Location, AM/FM Radio - b) within reach of the officer	
143	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
144	0734857		Collision Mitigation, HAAS Alert (R2V), HA5	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
145	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
146	0745196		Intercom, David Clark, 5-Pos, 3-Radio, (D,O), 2obC, (P, Radio Belt Station)	1
			Location, Intercom, C Cab - 2) 2 forward facing seats	
147	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - Center overhead console	
148	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	5
			Qty, - 05	
			Location - Next to each seat, One in Pump Panel Compartment	
149	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
150	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - Overhead console	
			Qty, - 01	
151	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
152	0615100		Pierce Command Zone, Advanced Electronics & Control System, Diag LEDs, Vel, WiFi	1
153	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1

Line	Option	Type	Option Description	Qty
154	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
155	0008621		Battery System, Single Start, All Custom Chassis	1
156	0123174		Battery Compartment, Imp/Vel	1
157	0531338		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 52-21-1100	1
158	0696828		Location, Charger/Compr, DS Hatch Compt, Cover	1
159	0530952		Location, Bat Chrg Ind, DS Behind Crew Cab Door	1
160	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	
161	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
162	0647728		Alternator, 430 amp, Delco Remy 55SI	1
163	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
164	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
165	0648425		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF	1
			Color, Lens, LED's - m)match LED's	
166	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
167	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
168	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
169	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
170	0085910		Lights, Backup Included in Signal Cluster	1
171	0650265		Bracket, License Plate & Light, Cast Products LP0004-1-B, LED Light	1
172	0589905		Alarm, Back-up Warning, PRECO 1040	1
173	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
174	0769559		Lights, Perimeter Pump House, Amdor AY-LB-12HW012 LED 2lts	1
175	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
176	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
177	0698589		Lights, Side Scene, Wln M9LZC Gradient LED, 1st	4
			Qty, - 04 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Location, Scene Lights - Each Side Body, Forward & Rearward, 4lts	
178	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	1
			Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	
179	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
180	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
181	0635487		Lights, Rear Scene, Wln, 700 LED, Below Tailboard	1
			Control, Rear Scene Lts - Cab Switch Panel DS	
182	0645683		Lights, Rear Scene, Wln, M9LZC LED	2
			Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS and Cup Switch At Rear SS Location, Scene Lights - Each Side Rear Body, Mid, 2lts	
183	0709438		Light, Walking Surf, FRP Flood, LED	1
184	0518282		Pumper, PUC, Aluminum	1
185	0554271		Body Skirt Height, 20"	1
186	0516514		Tank, Water, 1000 Gallon, Poly, Rectangular Form Fitting, PUC	1
187	0003405		Overflow, 4.00" Water Tank, Poly	1
188	0028107		Not Required, Foam Cell Modification	1
189	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
190	0003429		Not Required, Direct Tank Fill	1
191	0003424		Not Required, Dump Valve	1

Line	Option	Type	Option Description	Qty
192	0048710		Not Required, Jet Assist	1
193	0030007		Not Required, Dump Valve Chute	1
194	0514778		Not Required, Switch, Tank Dump Master	1
195	0597043		Body Height, PUC/HDRP Body Height - 104.00"	1
196	0199241		Hose Bed, Aluminum, Pumper, PUC	1
197	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
198	0003481		Hose Bed Capacity, Special Capacity, Hosebed - 300' of 3.00", 2400' of 5.00", 300' of 2.50"	1
199	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 2	2
200	0733527		Hose Restraint, 2" Nylon Web Rear, Seat Belt, w/Alum Hose Bed Cover Location - In addition to Seat Belt releases at top of Hose Bed, 4 Fasteners along the bottom Nylon Web Color - Black Type of fastener, Rear - velcro straps/footman loops - bottom of hosebed Quantity - 04 Release, Seat Belt Buckle - Single Release	1
201	0697047		Cover, Hose Bed, Alum Treadplate, Full Length, Special Split, Four Section, PUC	1
202	0611509		Running Boards, Flip Out, PUC	1
203	0685334		Tailboard, 12" Deep, Full Width, PUC/HDRP	1
204	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
205	0003531		Tow Bar, Under Tailboard	1
206	0656764		Construction, Compt, Alum, Pumper, PUC	1
207	0515256		LS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
208	0515258		RS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
209	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	6
210	0670640		Compt, Rear, Rollup, 50.50" FF, w/Tailboard, PUC	1
211	0692743		Door, Gortite, Rollup, Rear Compartment, PUC Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Non-Locking Liftbar	1
212	0535355		Pull Strap for Rollup Doors, Special Location, w/ Footman loop Qty, Door Accessory - 02 Location, Door Accessory - Each Crossllay Door Color, Strap - Black	2
213	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts	7
214	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC Size, Hatch Compt, Height - 34.00" Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Extrusion	1
215	0733406		Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
216	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
217	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
218	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 09 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - .Location To Be Determined	9
219	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 05 Location, Tray Slide-Out, Floor Mounted - RS1, RS3 - Left of Partition, LS1, B1 and LS3 Material Finish, Tray - Painted - Spatter Gray	5
220	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G Qty - 2 Location, Pivot - Front Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray	2

Line	Option	Type	Option Description	Qty
220			Location, Toolboard - LS2 and RS2	
221	0555437		Toolboard, Slide-Out, Alum, .188", Peg Board, Painted, 3G	1
			Qty - 1 Mounting, Toolboard - Adjustable side-side Location, Toolboard - LS3 - Rear of Partition	
222	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
223	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
			Material Finish, Fender Liner - Brushed Stainless	
224	0519849		Not Required, Hose, Hard Suction	1
225	0527021		Handrails Located @ Front Body	1
226	0664688		Handrails, Rear, PUC/HDRP	1
227	0000941		No Rear Hose Bed Handrail Required	1
228	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel	4
			Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
229	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
230	0004230		Ladder, 14' Duo-Safety 775A Roof	1
231	0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP	1
			Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch Hinge Location - Inboard	
232	0733387		Ladder, 10' Duo-Safety Folding 585A	1
233	0733005		Compt w/Trough, Folding Ladder, In Upper Body, LS	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Southco C2 Chrome Flush Hinge Location - Outboard	
234	0789534		Pike Pole, 8' DUO Safety, Fiberglass	1
			Qty, Pike Poles - 1	
235	0732982		Tube, Pike Pole 8' or Longer, In Upper Body Long Tool Storage Compt	1
			Location, Left Side, Right Side - Left Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - .75", Standard Notch	
236	0685804		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Ram Knob End, RH-6	1
			Qty, - 01	
237	0732992		Tube, Pike Pole 6', In Upper Body Long Tool Storage Compt	1
			Location, Left Side, Right Side - Right Side Material/Finish, Tube, Pike Pole - Aluminum Width, Notch, Pike Pole Tube - 1.38", NY Notch	
238	0769733		Compt, Long Tool Storage Compt, In Upper Body (1) RS, PUC/HDRP	1
			Door, Material & Finish, Storage - Smooth Aluminum Latch, Door, Storage - Lift and Turn Latch Hinge Location - Right Side	
239	0521734		No Steps Required, Front Of Body, PUC	1
240	0586586		Steps, Folding, Rear of Body, w/LED, Trident, PUC	1
			Coating, Step - luminescent	
241	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
242	0520016		Not Required, Pumphouse Structure, PUC	1
243	0515695		Pump, Pierce, 1500 GPM, Single Stage, PUC	1
244	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
245	0515705		Gear Case, Pierce Pump, REPTO-Clutch Drive	1
246	0721196		Pumping Mode, Pump and Roll/Stationary, Basic, MUX, PUC	1
247	0515829		Pump Shift, Sure-Shift	1
248	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
249	0515835		Auxiliary Cooling System, PUC	1
250	0014486		Not Required, Transfer Valve, Stage Pump	1
251	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	

Line	Option	Type	Option Description	Qty
252	0596073		Controller, Pressure, FRC, Pump Boss, PBA400, PUC	1
253	0072153		Primer, Trident, Air Prime, Air Operated	1
254	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
255	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
256	0089437		Plumbing Without Foam System	1
257	0517852		Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
258	0014650		Pump Suction Tube(s), Short, All	1
259	0755923		Valve, Ball Intake, Akron Revolution	2
			Location - Both Main Inlets Qty - 2 Connection, Inlet, Side B - 5.0" Storz swivel with a cap Connection, Outlet, Side A - 6.0" FNST swivel long handle Ball Intake Valve - 7983 (straight inlet)	
260	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
261	0084610		Valves, Akron 8000 series- All	1
262	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
263	0004700		Control, Inlet, at Valve	1
264	0785853		Inlet, Left Side, 2.50", Special Threads, 2016 Non-NFPA Compliant	1
			Special Threads - 3.234 x 6	
265	0029147		Not Required, Inlet, Right Side	1
266	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
267	0092569		No Rear Inlet (Large Dia) Requested	1
268	0064116		No Rear Inlet Actuation Required	1
269	0092696		Not Required, Cap, Rear Inlet	1
270	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
271	0092568		No Rear Auxiliary Inlet Requested	1
272	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
273	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
274	0595508		Outlet, Tank Fill, 1.50", PUC	1
275	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
276	0516755		Outlet, Left Side, 2.50" (2), PUC	1
277	0008475		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" Male Special Thread,VLH	2
			Qty, Discharges - 02 Special Threads - 3.234 x 6	
278	0759272	SP	Outlet, Right Side, 2.50", (2), (1) Elec Akr 9335 Controller,(1) Manual,Spcl,PUC	1
279	0784855		Elbow, Right Side Outlets, 45 Deg, 2.50" FNST x 2.50" Male Spcl Thread, VLH, PUC	2
			Qty, Discharges - 02 Special Threads - 3.234 x 6	
280	0766992		Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
281	0527969		Cap, Large Dia Outlet, 4.00", IPO Elbow	1
282	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Automatic Location, Front, Single - in center bumper tray	
283	0092575		Not Required, Outlet, Rear	1
284	0045099		Not Required, Elbow, Rear Outlets	1
285	0537394		Not Required, Outlet, Rear, Additional, PUC	1
286	0537395		Not Required, Elbow, Rear Outlets, Additional	1
287	0516824		Outlet, Front of Hose Bed, 2.50", PUC	2
			Qty, Discharges - 02 location - Matching the 2.5 and 3.0 hose locations.	
288	0752094		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Spcl Threads, Chain	1
289	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
290	0005085		Adapter, Thread - 2.50" FNST X 2.50" M Special	3
			Qty, Adapter for Outlets - 03 Special Threads - 3.234 x 6 Location, Adapter(s) - Both Hose bed discharges, 2.5" crosslay	
291	0516860		Outlet, 3.00" Deluge w/2.50" Valve, PUC	1
292	0543615		Monitor, Akron, 3440 DeckMaster, w\Remote Tether	1
			Fill in Blank - Please mount tether for remote in the L4 compartment Monitor Finish - Painted by OEM	

Line	Option	Type	Option Description	Qty
293	0510255		Nozzle, Akron 5177, 1250 GPM, Akromatic - Electric	1
294	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
295	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
296	0749510		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, PUC	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
			Door Guard - Drip Pan Not Required	
297	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
298	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
299	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
300	0044333		Not Required, Foam System	1
301	0012126		Not Required, CAF Compressor	1
302	0552517		Not Required, Refill, Foam Tank	1
303	0042573		Not Required, Foam System Demonstration	1
304	0045465		Not Required, Foam Tanks	1
305	0091110		Not Required, Foam Tank Drain	1
306	0091079		Not Required, Foam Tank #2	1
307	0091112		Not Required, Foam Tank #2 Drain	1
308	0738072		Approval Dwg, Pump Panel(s), Not Required	1
309	0032479		Pump Panel Configuration, Control Zone	1
310	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
311	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
312	0618458		Light, Pump Compt, Wln 3SC0CDCR LED White, PUC	1
			Qty, - 01	
313	0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
314	0005601		Throttle, Engine, Incl'd w/Press Controller	1
315	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
316	0549333		Indicators, Engine, Included with Pressure Controller	1
317	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
318	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
319	0604123		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro, w/Remote Light Driver	1
320	0006774		Not Required, Foam Level Gauge	1
321	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
322	0606697		Air Horns, (2) Grover, In Bumper	1
323	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
324	0757092		Control, Air Horn, Multi Select	1
325	0757080		Control, Air Horn, Ft Sw, RS	1
326	0757084		Control, Air Horn, Horn Ring	1
327	0506813		Switch, Air Horns, Push Button Control, Additional	1
			Location - Pump Panel	
328	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
329	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
330	0076156		Control, Elec Siren, Head Only	1
331	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
332	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
333	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
334	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
335	0748305		Control, Mech Siren, Multi Select	1
336	0748281		Control Mech Siren, Ft Sw RS	1
337	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
338	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
339	0746353		Not Required, Warning Lights Intensity	1
340	0607482		Lightbar, Wln, Freedom IV-Q, 92", RRRRBWBRR__RRBWBRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	

Line	Option	Type	Option Description	Qty
341	0549166		Light, Front Zone, Wln M6*C LED, Clear Lens, 4 Lts	1
			Flange Kit - w/o) with out flange	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - b) DS Front Inside Blue	
			Color, Lt PS Front Inside - b) PS Front Inside Blue	
342	0757440		Light, Front, Roto Ray 4000W, PAR46 LED, 2-R, 1-W, Hidden Mt Top Section Grl	1
343	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
344	0553202		Lights, Side Zone Lower, Wln M6# LED, Split Color 2pr	1
			Location, Lights Rear - Over Wheel Wells	
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Frnt Split - Red and Blue	
			Color, Lt Side Rear Split - Red and Blue	
345	0896954		Lights, Side, Wln M4** 1st	2
			Location, Lights - Side Warning Light Behind Crew Cab Door Each Side Qty, - 02	
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	
			Color, Lt Side Mid DS - Left Red	
			Color, Lt Side Mid PS - Right Red	
346	0540783		Lights, Rear Zone Lower, Wln M6*C LED	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - b) PS Rear Lt Blue	
347	0743720		Lights, Rear/Side Up Zone, Wln M6** LED 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt, Side Rear Upper DS - Red	
			Color, Lt, Side Rear Upper PS - Red	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Red	
			Color, Trim - Chrome Trim	
348	0560719		Light, Rear Zone Up Block, Wln M6* LED, Clear Lens	1
			Location, Lights - At the top of the rear, One in step well and matching location other side	
			Flange Kit - w)with flange	
			Control, Light - a) rear upper warning	
			Color,Whln 600 LED - DS rd/cl, PS bl/cl	
349	0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
350	0776337	SP	Lights, Traffic Directing, Wln TA4437M, 22.75" long LED, split, TACTL5	1
			Activation, Traffic Dir L - Aux Flash With Ign Sw Through Separate Mom Sw	
351	0774061	SP	Location, Traf Dir Lt, On Top of Hose Bed Cover, Half Each Cover, Level in Box	1
			Material, Bracket - Aluminum Treadplate	
352	0530281		Location, Traf Dir Lt Controller, Center Console in Sw Pnl	1
353	0006646		Electrical System, 120/240VAC, General Design	1
354	0729601		Generator, Harrison 6kW, 120/240V, Hydraulic, Digital Volt, Hz, Hour, Meter	1
			Generator Interlocks - No Interlocks	
355	0517171		Location, Hydraulic Generator, Cargo Area, Front of Body, PRM/PUC	1
			Location, Generator - Forward of tank above pump area	
356	0016752		Starting Sw, Truck Engine Powered Gen, Cab Sw Pnl	1
357	0016757		Not Required, Remote Start, Generator	1
358	0016740		Not Required, Fuel System	1
359	0016767		Not Required, Oil Drain Extension, Generator	1
360	0036738		Circuit Breaker Panel, Included With PTO Generator	1
			Location, Circuit Breaker Panel - LS3, Left Wall Low	
361	0016771		Not Required, Routing Exhaust, Generator	1
362	0761481		Light Twr, CL SL442D-RT, 12 Volt DC LED, Cld 4lts	1
			Light, Strobe, Lt Tower - n) No Strobe Lt on Light Tower	
			Light, Model LED DC - FRC Spectra Q20	
			Back Light - Back Light Included	
363	0664474		Location, Light Tower, Cab Roof	1
364	0664794		Controller, Light Tower, Command Light, Wired Handheld	1
365	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1

Line	Option	Type	Option Description	Qty
366	0619351	SP	Reel, Elect Cable, Hannay, 1616-17-18, (3) Wire	2
			Location, Cord Reel - In Hatch Compartment Feeding into PUC Compartment on Each Side	
			Qty, Cord Reels - 2	
			Reel Guide - a) Nylatron guide	
			Finish, Reel - Painted Gray	
367	0016828		Cord, Electric, 10/3 Black, 3 Wire	2
			Lengths of Elect Cord - 2	
			Feet of Black Cord - c)150	
			Connection, Cord - Hubbell 20A 120V Twst Lock	
368	0788069		Box, Junc, Akron, 3Wire, 3-15/20A 120V Dup SB, 1-20A 120V TL	2
			Qty, - 02	
			Connection, Electric Plug / Inlet (Male) - Pigtail, 20A, 120V TL	
369	0006824		Holder, Junction Box, Tread Plate Aluminum	2
			Qty, - 02	
			Location, Junction Box Holder - Inside Crosslay Module Each Side	
370	0781505		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 3rd, Interior Cab	1
			Qty, - 01	
			Location 1 - Behind Officer's Seat	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
371	0781507		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Cab	1
			Qty, - 01	
			Location 1 - PS EMS Compartment	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
372	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	1
			Qty, - 01	
			Location 1 - DS EMS Compartment	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
373	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01	
			Location 1 - L1	
			AC Power Source - Shoreline	
			Cover, Receptacle - White Recp and White Wall Plate(s)	
374	0779718		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body	1
			Qty, - 01	
			Location 1 - R1	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior Flip Up Cover(s)	
375	0036622		Receptacle, 20A 120V 3-Pr 3-Wr SB Dup, GFCI, Wtrprf	2
			Location, Receptacles - On each side forward facing under crosslay module	
			Qty, - 02	
			AC Power Source - Generator	
376	0519934		Not Required, Brand, Hydraulic Tool System	1
377	0649753		Not Required, PTO Driven Hydraulic Tool System	1
378	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
379	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
380	0519913		Not Required, Soft Suction Hose	1
381	0027023		No Strainer Required	1
382	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
383	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016,Provided by Fire Dept	1
384	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
385	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
386	0741569		Paint Process / Environmental Requirements, Appleton	1
387	0709846		Paint, Two-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - #101 Black	
			Shield, Cab - High Shield-Velocity/Impel	

Line	Option	Type	Option Description	Qty
387			Paint Color, Lower Area, Predefined - 202 Lower red to match job # Joplin #29953	
			Paint Break, Cab - Standard Two-Tone Cab Break	
388	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
389	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
390	0693797		No Paint Required, Aluminum Front Wheels	1
391	0693792		No Paint Required, Aluminum Rear Wheels	1
392	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
393	0007230		Compartment, Painted, Spatter Gray	1
394	0544124		Reflective Band, 1"-4"-1"	1
			Color, Reflect Band - A - i) gold	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - ze) gold	
395	0510041		Reflective across Cab Face, Imp/Vel	1
396	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
			Color, Rear Chevron DG - fluorescent yellow green	
397	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - r) red diamond grade	
398	0027372		Lettering Specifications, (GOLD STAR Process)	1
399	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
400	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
401	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
402	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
403	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
404	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
405	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
406	0651119		Warranty, Engine, Cummins, 10 Year/200,000 Mile Major Components	1
407	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
408	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
409	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
410	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
411	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
412	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
413	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
414	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
415	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
416	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
417	0685945		Warranty, Transmission Cooler, WA0216	1
418	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
419	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
420	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
421	0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
422	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
423	0641372		Warranty, Foam System, Not Available	1
424	0725636		Warranty, Harrison Generator, 2 Year	1
425	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
426	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
427	0683627		Certification, Vehicle Stability, CD0156	1
428	0736241		Certification, Engine Installation, Imp/Vel, Cummins L9, 2021	1
429	0686786		Certification, Power Steering, CD0098	1
430	0667417		Certification, Cab Integrity, Velocity FR, CD0009	1
431	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
432	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
433	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1

Line	Option	Type	Option Description	Qty
434	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
435	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
436	0545073		Amp Draw Report, NFPA Current Edition	1
437	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
438	0799248		Appleton/Florida BTO	1
439	0000048		PUMPER/TANKER, 3rd Gen	1
440	0000012		PIERCE CHASSIS	1
441	0004713		ENGINE, OTHER	1
442	0046395		EVS 3000 Series TRANSMISSION	1
443	0520324		PIERCE PUMP, PUC	1
444	0020009		POLY TANK	1
445	0028047		NO FOAM SYSTEM	1
446	0020006		SIDE CONTROL	1
447	0020007		AKRON VALVES	1
448	0020015		ABS SYSTEM	1
449	0658751		PUMPER BASE	1

EM-102

November 30, 2021

Interim Fire Chief Mark Cannon
City of Joplin
303 E. 3rd Street
Joplin, MO 64801

Subject: **Proposal for one (1) Velocity Pierce PUC Pumper**
Proposal / Bid #607

Dear Interim Fire Chief Cannon,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – **$789,350.00**
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Should the City of Joplin elect to have us provide a Performance Bond, $1,939.00 will need to be added to the above price.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Joplin, MO

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

Delivery – 15.5-18.5 months from receipt and acceptance of contract.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

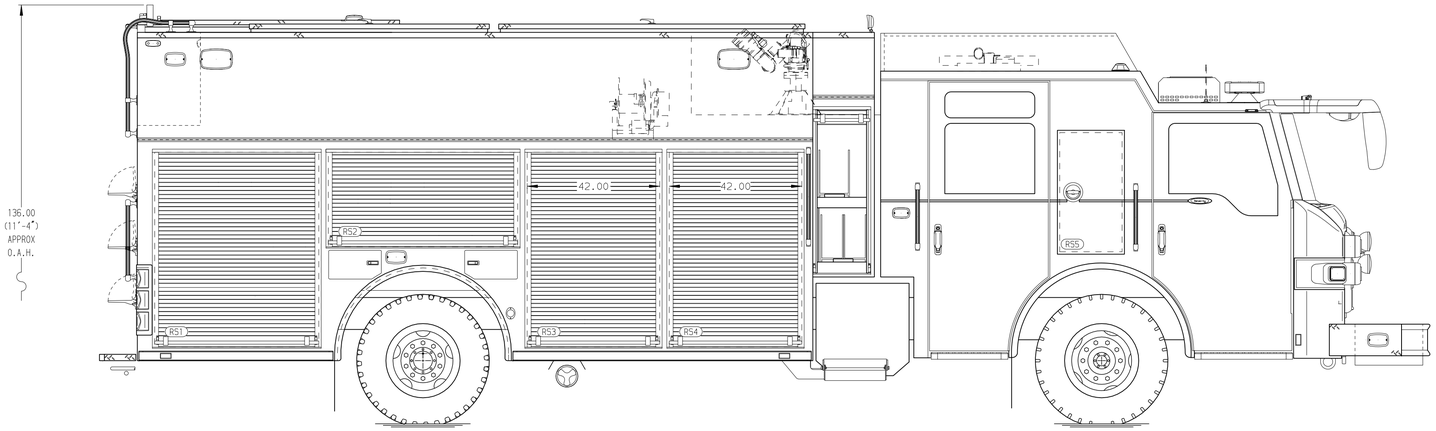
We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 636-667-8002 or allen.tindall@macqueengroup.com .

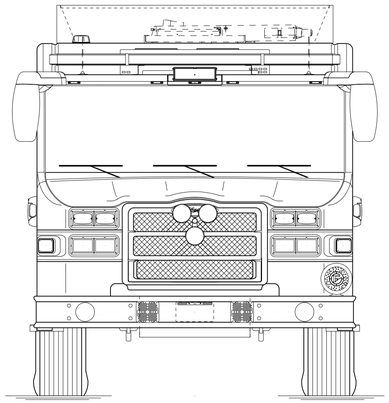
We wish to thank the City of Joplin for the opportunity to submit our proposal.

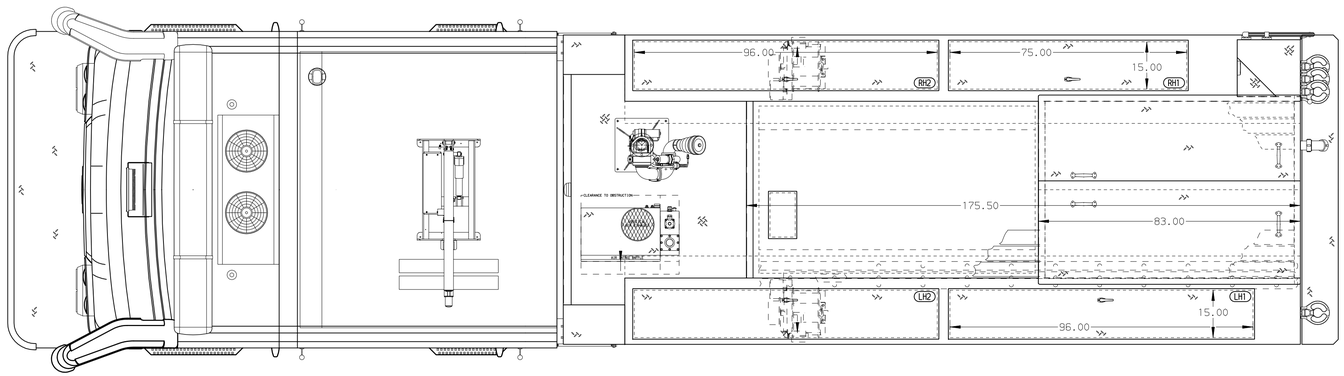
Respectfully,

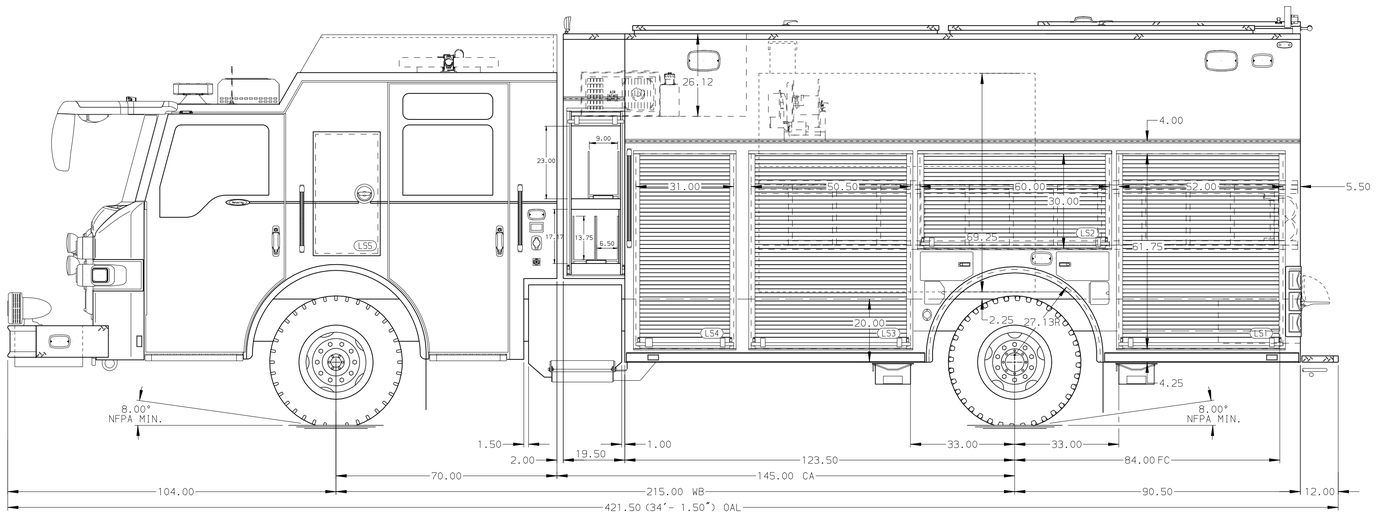
Allen Tindall

Allen Tindall
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



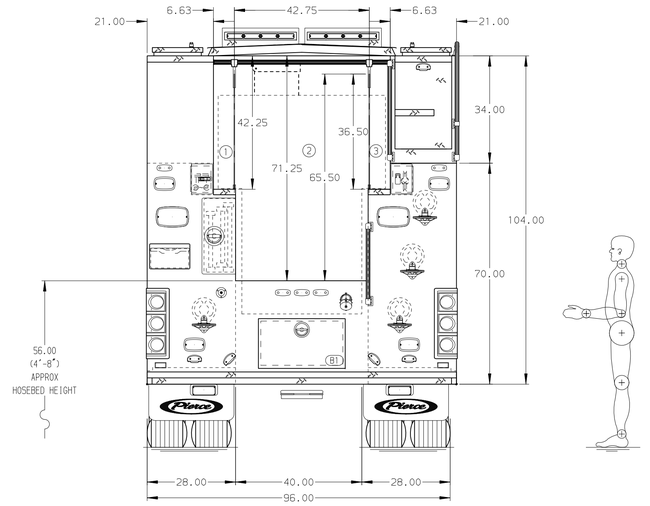






HOSEBED CAPACITIES

1. - 300' OF 3.00" D.J. POLY HOSE
2. - 2400' OF 5.00" D.J. POLY HOSE
3. - 300' OF 2.50" D.J. POLY HOSE



ALUMINUM BODY

SIDE ROLL AND FRONTAL IMPACT PROTECTION

NOTE

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL

APPROVED BY: _____

DATE: _____

REV	DATE	BY	CH	CHASSIS DATA
				MAKE: PIERCE
V	07SEP21	JJB	-	MODEL: VELOCITY

Pierce MANUFACTURING INC.

TITLE: 1500-D-1000G WATERTANK, 214" PUC RESCUE BODY
LADDERS THRU BODY, (3) SLAYS, GENERATOR, DELUGE

FOR: JOPLIN FIRE DEPARTMENT BID #607
MACQUEEN EMERGENCY GROUP ALLEN TINDALL

DWG NO. 04-9306

JOB NO.	PRELIM
SCALE: 1:24	DATE
DRAWN BY: KLE	05AUG21
CHECKED BY: AMI	05AUG21
SHEET SIZE: D	SHEET NO.: 1 OF 1

Certification Document CD0156
Statement of Compliance to NFPA 1901-2016
Vehicle Stability

Pierce fire apparatus comply with NFPA 1901 Section 4.13 Vehicle Stability using the tilt table method. As prescribed by the standard, each apparatus is compared to a substantially similar apparatus that has been loaded as required and tested on a tilt table per the SAE J2180 test procedure. If the apparatus configuration was not expected to meet the minimum tilt table criteria, then it will be equipped with the Electronic Stability Control option. A listing of all tested apparatus is maintained by the Research and Development lab and is available for inspection at the Appleton factory.





4.13 Vehicle Stability.

4.13.1* Rollover Stability. The apparatus shall meet the criteria defined in 4.13.1.1, or it shall be equipped with a stability control system in accordance with 4.13.1.2.

4.13.1.1 The apparatus shall meet the criteria defined in either of the following:

(1)*The apparatus shall remain stable to 26.5 degrees in both directions when tested on a tilt table in accordance with SAE J2180, *A Tilt Table Procedure for Measuring the Static Rollover Threshold for Heavy Trucks.*

(2) The calculated or measured center of gravity (CG) shall be no higher than 80 percent of the rear axle track width.

4.13.1.1.1 Compliance shall be certified by testing, calculating, or measuring the apparatus or by comparing the apparatus to a compliant, substantially similar example apparatus, and the certification shall be delivered with the fire apparatus.

4.13.1.1.2 The example apparatus shall be considered substantially similar if it includes a chassis with the same or higher CG height, the same or narrower rear axle track width, the same or greater water tank size and CG height, the same type of front and rear suspension, and the same type and size of aerial device.

4.13.1.1.3 For purposes of 4.13.1.1, the apparatus shall be loaded with fuel, fire-fighting agents, hose, ladders, a weight of 250 lb in each seating position, and weight equivalent to the miscellaneous equipment allowance as defined in Table 12.1.2.

4.13.1.1.3.1 If the apparatus is designed to meet a specified higher equipment loading or larger hose bed capacity or to carry additional ground ladders, these greater loads shall be included in the testing, calculating, or measuring.

4.13.1.1.3.2 The weight added to the fire apparatus for the purpose of test, calculation, or measurement shall be distributed to approximate typical in-service use of the fire apparatus while not exceeding the manufacturer's published individual compartment weight ratings.

4.13.1.2 If the apparatus is equipped with a stability control system, the system shall have, at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

VALIDATION TEST: Multiple Tests

Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 1, 2017

Certification Document CD0155
Engine Installation – Enforcer GHG17 Cummins L9 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in an Enforcer chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

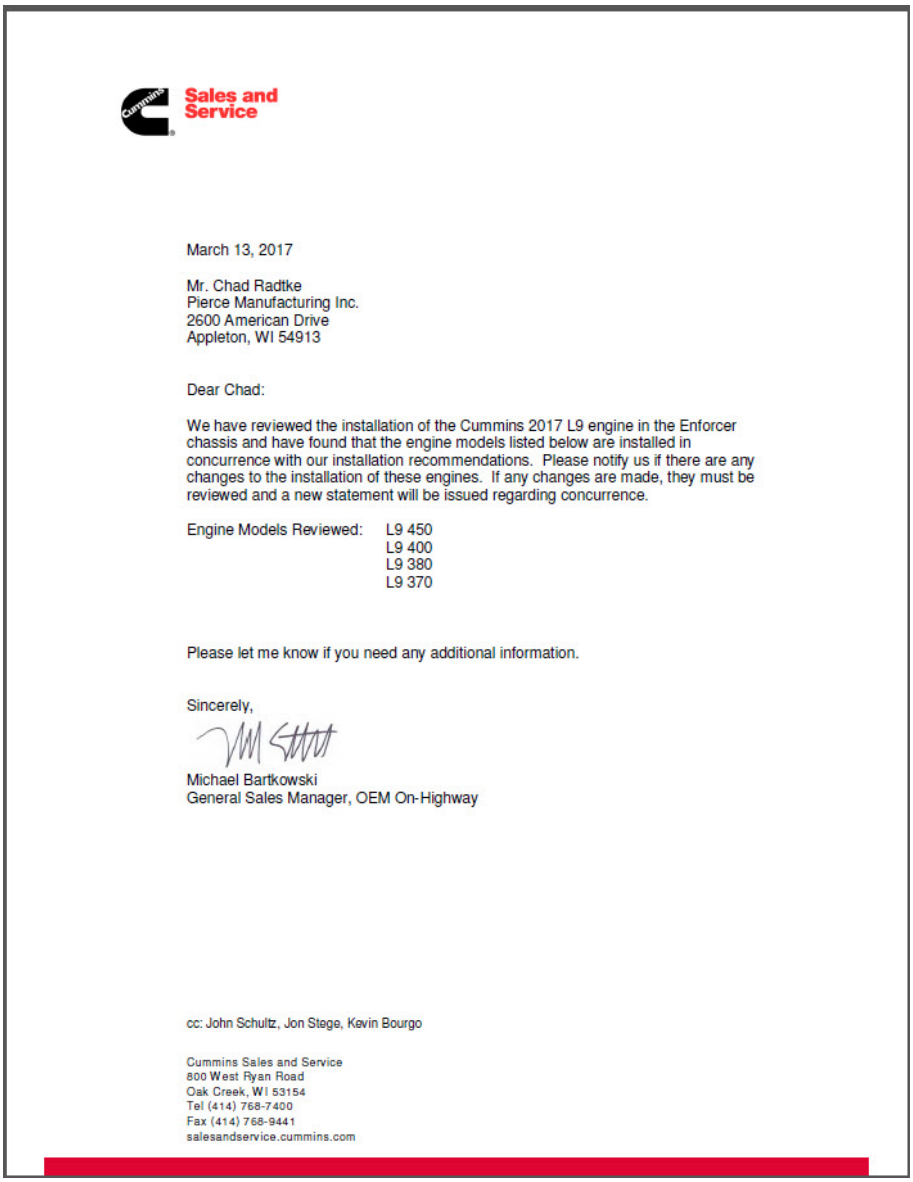
Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.





Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017



Sales and Service

March 13, 2017

Mr. Chad Radtke
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54913

Dear Chad:

We have reviewed the installation of the Cummins 2017 L9 engine in the Enforcer chassis and have found that the engine models listed below are installed in concurrence with our installation recommendations. Please notify us if there are any changes to the installation of these engines. If any changes are made, they must be reviewed and a new statement will be issued regarding concurrence.

Engine Models Reviewed: L9 450
L9 400
L9 380
L9 370

Please let me know if you need any additional information.

Sincerely,

Michael Bartkowski
General Sales Manager, OEM On-Highway

cc: John Schultz, Jon Stege, Kevin Bourgo

Cummins Sales and Service
800 West Ryan Road
Oak Creek, WI 53154
Tel (414) 768-7400
Fax (414) 768-9441
salesandservice.cummins.com

Certification Document CD0158
Engine Installation – Saber FR GHG17 Cummins L9 Engine

Pierce Manufacturing, Inc. certifies that the GHG17 Cummins L9 Engine as installed in a Saber FR chassis meets the engine installation requirements of the engine manufacturer, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce engine design standards.

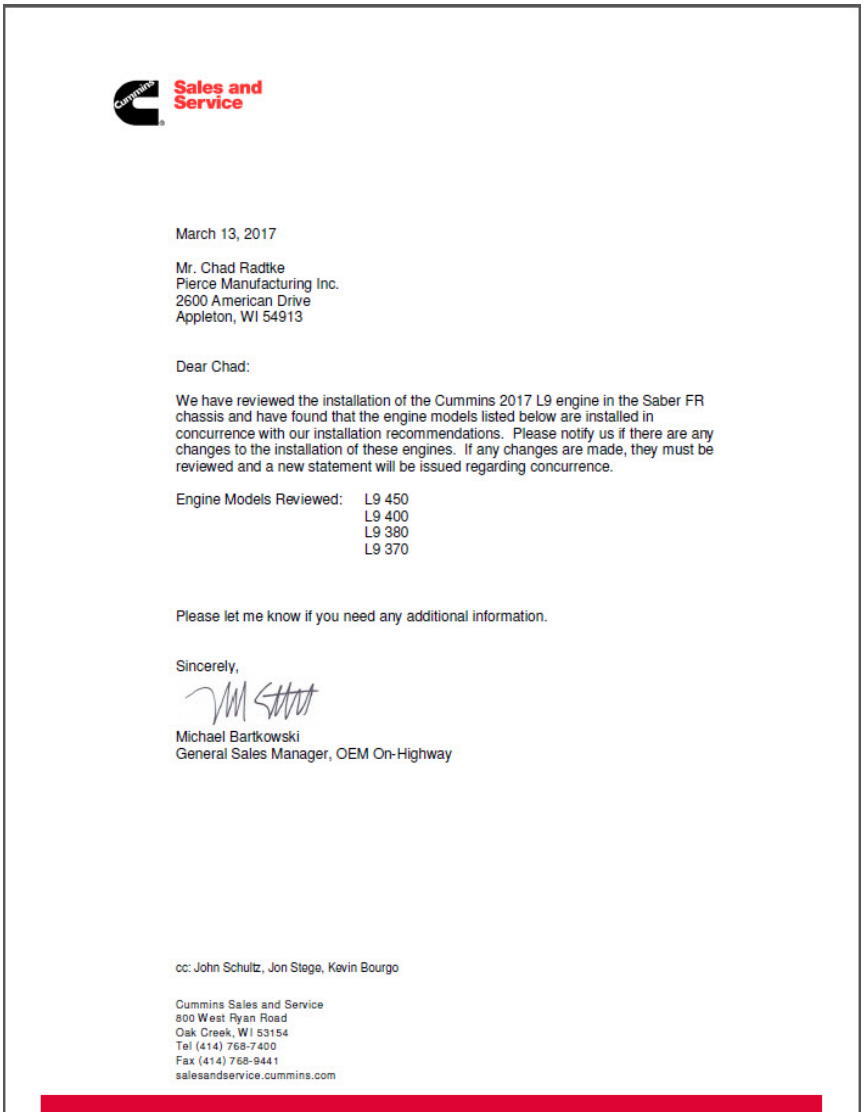
Validation testing was conducted in the Pierce wind tunnel chassis dynamometer and cooling test laboratory. Test results have been reviewed and accepted by representatives of the engine supplier.





Pierce Manufacturing, Inc.

David W. Archer
Vice President of Engineering
June 5, 2017



Sales and Service

March 13, 2017

Mr. Chad Radtke
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54913

Dear Chad:

We have reviewed the installation of the Cummins 2017 L9 engine in the Saber FR chassis and have found that the engine models listed below are installed in concurrence with our installation recommendations. Please notify us if there are any changes to the installation of these engines. If any changes are made, they must be reviewed and a new statement will be issued regarding concurrence.

Engine Models Reviewed: L9 450
L9 400
L9 380
L9 370

Please let me know if you need any additional information.

Sincerely,

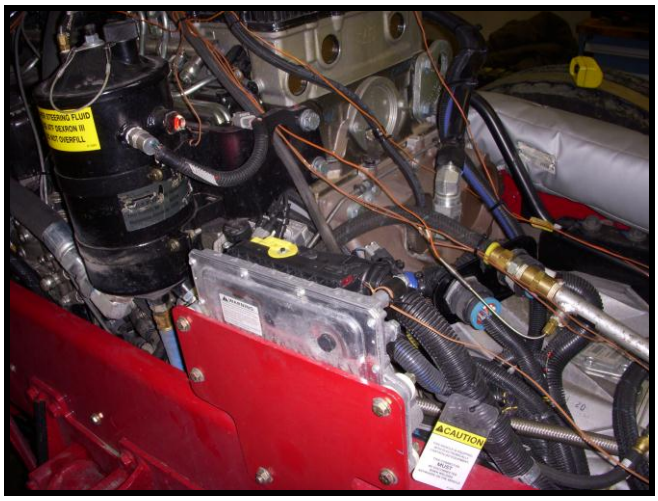
Michael Bartkowski
General Sales Manager, OEM On-Highway

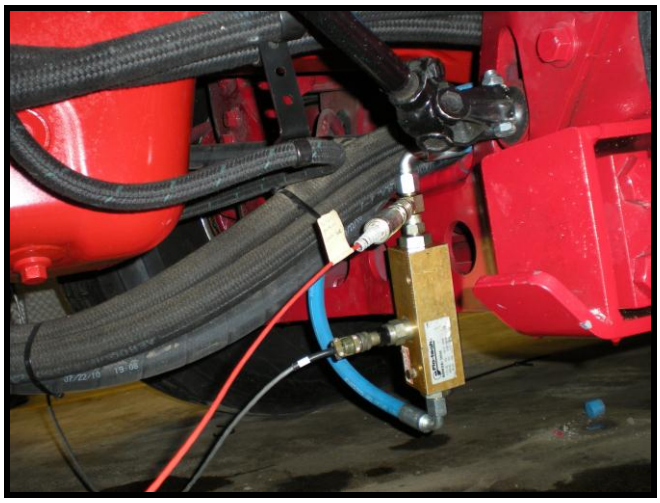
cc: John Schultz, Jon Stege, Kevin Bourgo

Cummins Sales and Service
800 West Ryan Road
Oak Creek, WI 53154
Tel (414) 768-7400
Fax (414) 768-9441
salesandservice.cummins.com

Certification Document CD0098
Power Steering System

Pierce Manufacturing, Inc. certifies that the power steering system as installed in our custom chassis meets the requirements of the component supplier, the NFPA 1901 and NFPA 1906 guidelines as applicable, and Pierce internal design standards.





VALIDATION TEST: RD1987, RD2055
RD2056, RD2057, RD2058, RD2059

Pierce Manufacturing, Inc.

David W. Archer
Director of Engineering
June 03, 2011

PIERCE MANUFACTURING INC.®

AN OSHKOSH TRUCK CORPORATION® COMPANY

Certification Document CD0130
Saber® FR - Enforcer™
Cab Integrity Certification

Pierce Manufacturing certifies the integrity of the Saber® FR – Enforcer™ cab relative to occupant protection.

A specimen representing the substantial structural configuration of the Saber® FR – Enforcer™ cab models has been successfully tested in accordance with the following standards.

- SAE J2422 Cab Roof Strength Evaluation – Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No. 29.
- SAE J2420 COE Frontal Strength Evaluation – Dynamic Loading Heavy Trucks.

Side Impact: The test cab was subjected to dynamic preload where a 14,253 lb moving barrier was slammed into the side of the cab at 5.25 mph, striking with an impact of 13,000 ft-lbs of energy. This test is not required to meet the ECE 29 standard, but is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a roll-over incident.



Frontal Impact: The test cab was struck by the 14,253 lb moving barrier at a speed sufficient to impart the required 32,549 ft-lbs of energy.



Roof Crush: This same test cab was then subjected to a roof crush force of 24,453 lbs. This value meets the ECE 29 criteria, which must be equivalent to the front axle rating up to a maximum of 10 metric tons.



Pass-Fail criteria of the SAE tests and the ECE 29 test is a measure of whether the “survival space” inside the cab is compromised, all doors remain shut, and the cab remained attached to the chassis frame in at least one location. The Pierce cab met all of the Performance Criteria requirements on all 3 integrity tests.

Witnessed and Certified by:

Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0137
Saber®FR – Enforcer™
Cab Doors

Pierce Manufacturing certifies the integrity of the Saber®FR – Enforcer™ cab doors.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ cab front and crew doors have been successfully tested to meet the following objectives:

OBJECTIVES:

- Survive a 200,000-cycle door slam test with a slam acceleration up to 20 g's on one representative
- Validate the assembly concept of the main structure of the door by evaluating the durability of the bonding technique.
- Evaluate components, structure, and mounting of the door during and the end of the test for fatigue and failure to ensure durability.
- Verify that the door seals function properly at the end of the test.
- Evaluate the new extrusions and castings of the cab doorframe during and at the end of the test for fatigue, failure, and deformation of seal flanges.
- Evaluate various mounting options for the electronic control module for durability during portions of the slam test.

CONCLUSIONS:

- The door structure and doorframe successfully completed a 200,000-cycle door slam test with a door slam acceleration of 20 g's.

VALIDATION TEST: RD2425

Pierce Manufacturing, Inc.



David Archer
November 18, 2014

Certification Document CD0132
Saber®FR – Enforcer™
Windshield Wiper System

Pierce Manufacturing certifies the integrity of the Saber® FR –Enforcer™ Windshield Wiper System.

Specimens representing the configuration of the Saber® FR –Enforcer™ windshield wipers have been successfully tested to meet the following objectives:

OBJECTIVES:

- Complete 3,000,000 cycles of windshield wiper operation per SAE J198 § 6.2
- Inspect wiper motor, pivots, linkages, and mounts frequently to validate cumulative wiper system integrity.

CONCLUSIONS:

- The wiper linkage, pivots, and mounts successfully completed the 3,000,000 cycles.

VALIDATION TEST: RD2462



Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

Certification Document CD0133
Saber® FR – Enforcer™
Window Regulators

Pierce Manufacturing certifies the integrity of the Saber ®FR – Enforcer™ window regulators.

Specimens representing the substantial structural configuration of the Saber®FR – Enforcer™ window regulators have been successfully tested to meet the following objectives:

OBJECTIVES:

- Electric window regulators withstand 30,000 up-down cycles.

CONCLUSIONS:

- The electric window regulators withstood 30,000 cycles without failure.

VALIDATION TEST: RD2425



Pierce Manufacturing, Inc.

David Archer
Vice President of Engineering

Certification Document CD0134
Saber® FR – Enforcer™
Seats and Seat Belts

Pierce Manufacturing certifies the conformance of the Saber® FR – Enforcer™ cab seats and seat belts to Federal Motor Vehicle Safety Standards. Representative Saber® FR – Enforcer™ Seat and Seat Belt designs have been tested successfully in accordance with FMVSS 207.

Physical testing was performed to qualify passenger seats to meet Federal Motor Vehicle Safety Standards (FMVSS) 207 and 210. This requires that a minimum of 3,000 lbf be applied to both the lap and shoulder belts via appropriate body blocks. A third force of twenty times the mass of the seat must be applied at the center-of-gravity (CG) of the seat. All three forces are applied at the same time, reached within thirty seconds of the start of the test, and be held for a minimum of ten seconds.

A force equal to twenty times the mass of the seat was applied to each seat in the direction opposite to the combination pull. A moment of 275 lb-ft was applied to the seat with reference to the H-point.

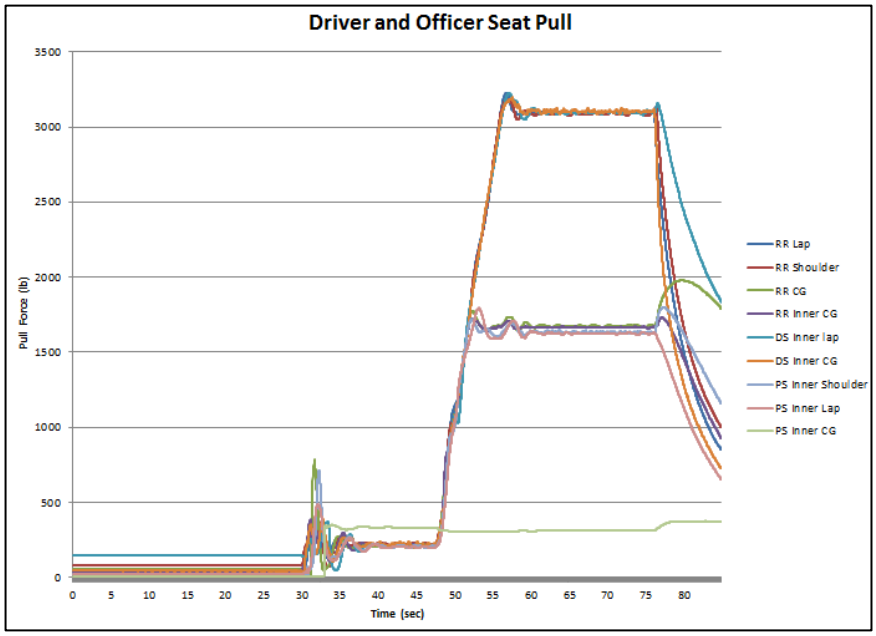
This testing ensures that the seat mounting and seat belt anchors are adequate to retain the seats and occupants in a crash. The Federal requirements are based on the high deceleration rates of passenger vehicles, so the design requirements are significantly more conservative considering the slower crash speeds of heavy trucks.

VALIDATION TESTS: RD2397

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering



PIERCE MANUFACTURING INC.®

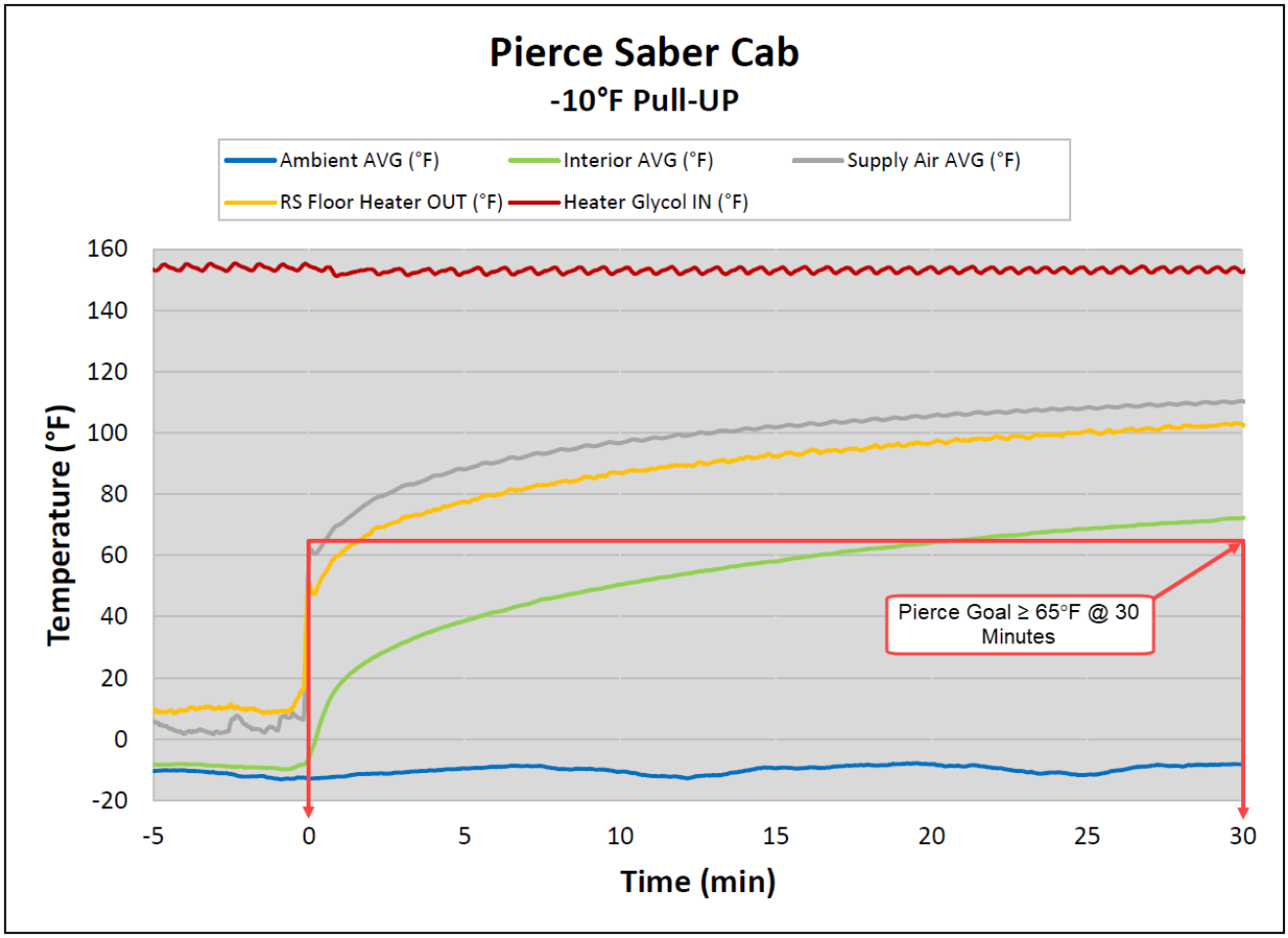
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0165
Saber® FR – Enforcer™
Cab Heater

Pierce Manufacturing certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3º F from -10º F to 72.3º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0167
Saber® FR - Enforcer™
Air Conditioning & Defrost

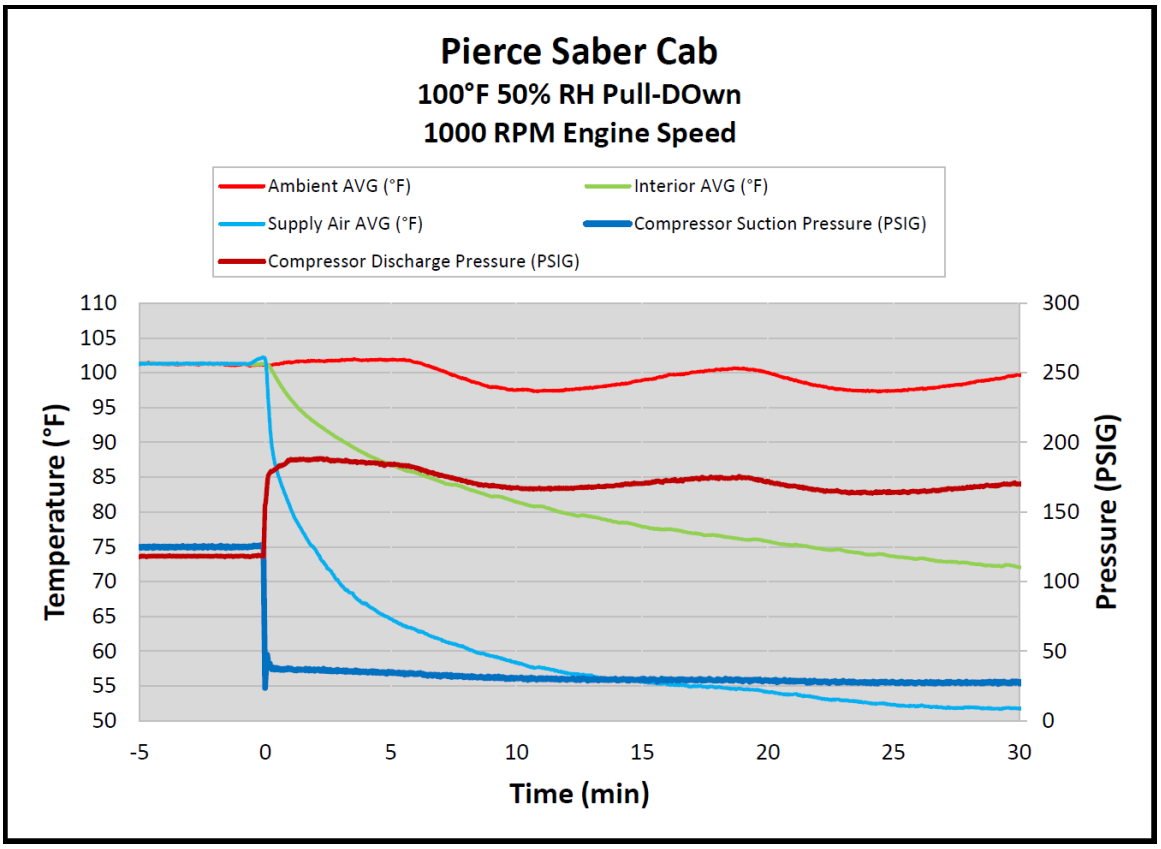
Pierce Manufacturing certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:
Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

PIERCE MANUFACTURING INC.®

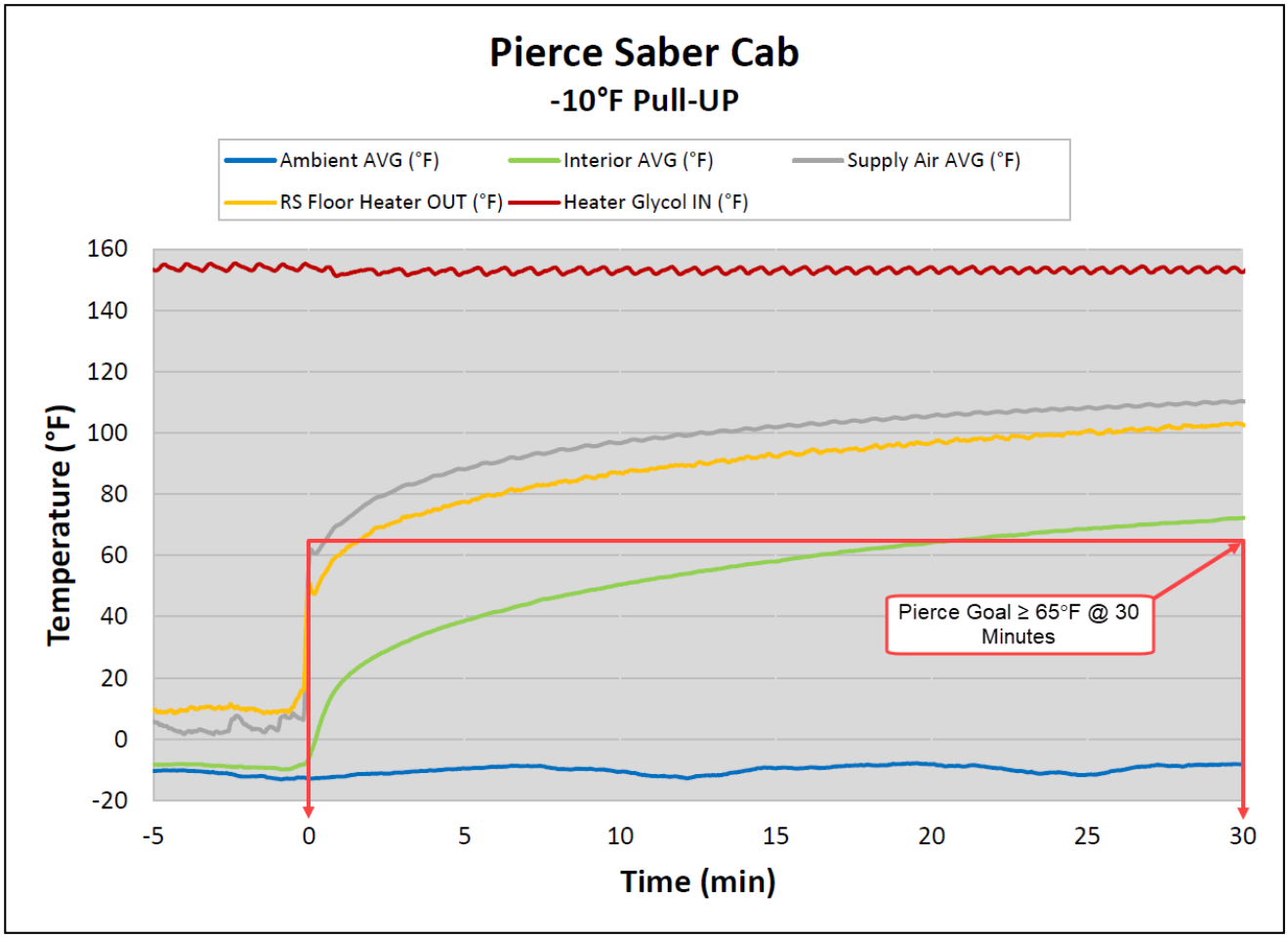
AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0174
Saber® FR – Enforcer™
Cab Heater

Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber® FR – Enforcer™ cab heat systems.

The Saber®FR - Enforcer™ Heater System was tested successfully in an environmental chamber.

Heater testing was performed using the coolant supply procedures from SAE J381. The average cab temperature increased 82.3º F from -10º F to 72.3º F within the prescribed 30 minutes utilizing the right side under seat auxiliary heater. The cab was contained in a cold chamber at -10º F during the duration of the test.



VALIDATION TEST: TR#19-0047 R00

Pierce Manufacturing, Inc.



David Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

PIERCE MANUFACTURING INC.®

AN OSHKOSH CORPORATION® COMPANY

Certification Document CD0175
Saber® FR - Enforcer™
Air Conditioning & Defrost

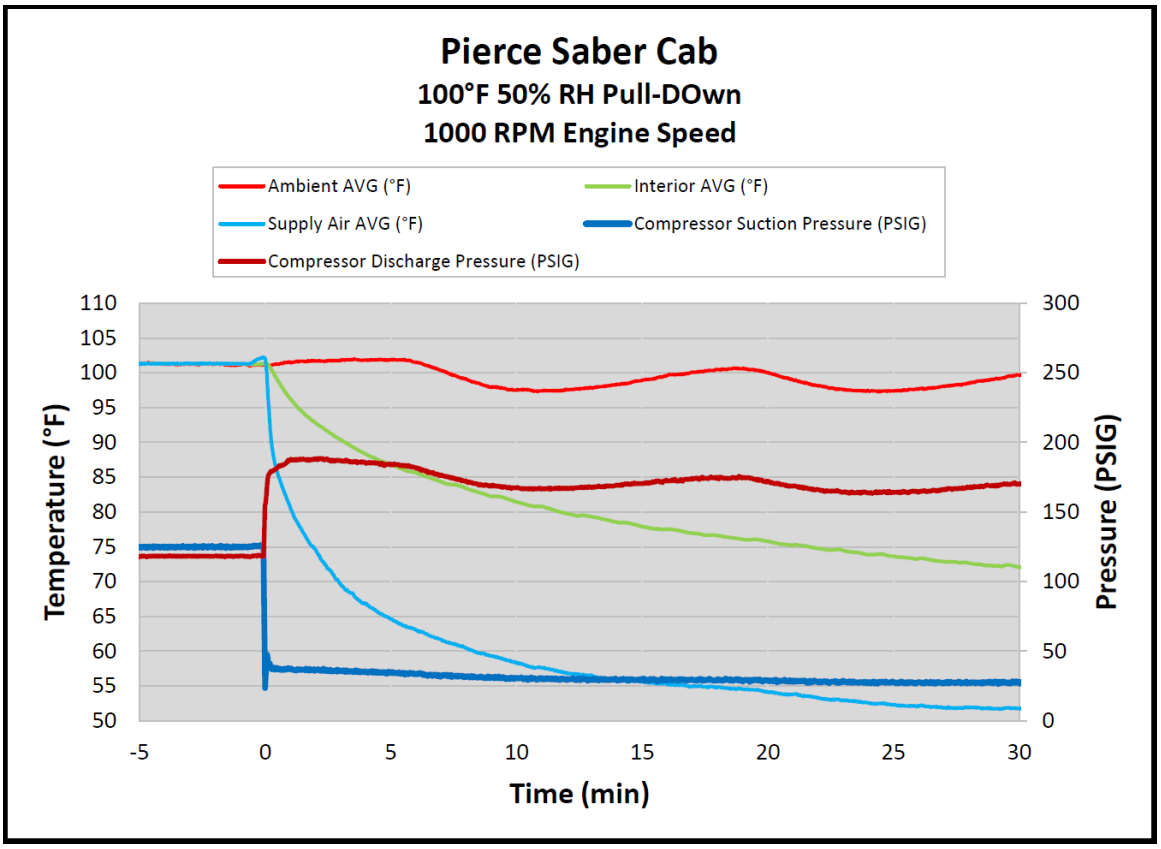
Pierce Manufacturing, in conjunction with Mobile Climate Control, Inc., certifies the performance of the Saber®FR - Enforcer™ cab air conditioning and defrost system.

The air conditioning and defrost system was tested successfully in an environmental chamber.

Air Conditioning:
Air conditioning performance testing was conducted at an ambient of 100°F and 50 percent relative humidity. The engine speed was maintained at 1000 RPM with the QP21 compressor

The vehicle was heat soaked in the environmental chamber. All temperature probes were monitored to confirm temperature stabilization. The transient test began when all the vehicle doors were closed, and the air conditioning turned on.

The average cab temperature dropped to a maximum of 72.1°F within 30 minutes.



Defrosting

Defroster testing was performed in accordance with *SAE J381 Windshield Defrosting Systems Test Procedure and Performance Requirements-Trucks, Buses, and Multipurpose Vehicles.*

This SAE Recommended Practice establishes uniform test procedures and performance requirements for the defrosting system of enclosed cab trucks, buses, and multipurpose vehicles. Current engineering practice prescribes that for laboratory evaluation of defroster systems, an ice coating of known thickness be applied to the windshield and left- and right-hand side windows to provide more uniform and repeatable test results, even though under actual conditions such a coating would necessarily be scraped off before driving. The test condition, therefore, represents a more severe condition than the actual condition, where the defroster system must merely be capable of maintaining a cleared viewing area.

During the test, the vehicle is cold soaked to 0º F in a cold chamber. A prescribed layer of ice is applied to the windshield. The defroster is then run, and the advancing melt boundary marked as the test proceeds.

The SAE prescribed area of the windshield was 100% cleared and the side windows were 75% cleared within the specified 30-minute period.

Defrost Results



Start of Test



15 Minutes



30 Minutes



Right Viewed From Outside Left

VALIDATION TEST: MCC Test Report TR#19-0047 R00

Pierce Manufacturing, Inc.



David W. Archer
Vice President of Engineering

Mobile Climate Control, Inc.



Brent Griffith
Lead Test Engineer & Large Application Specialist

Fire and Rescue Apparatus

One (1) Year Material and Workmanship
Basic Apparatus
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Portions of the apparatus manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date the apparatus is placed in service, or 60 days from the original buyer invoice date, whichever comes first.**
Warranty Period Ends After:	**Twelve (12) months.**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**No specific exclusions apply**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

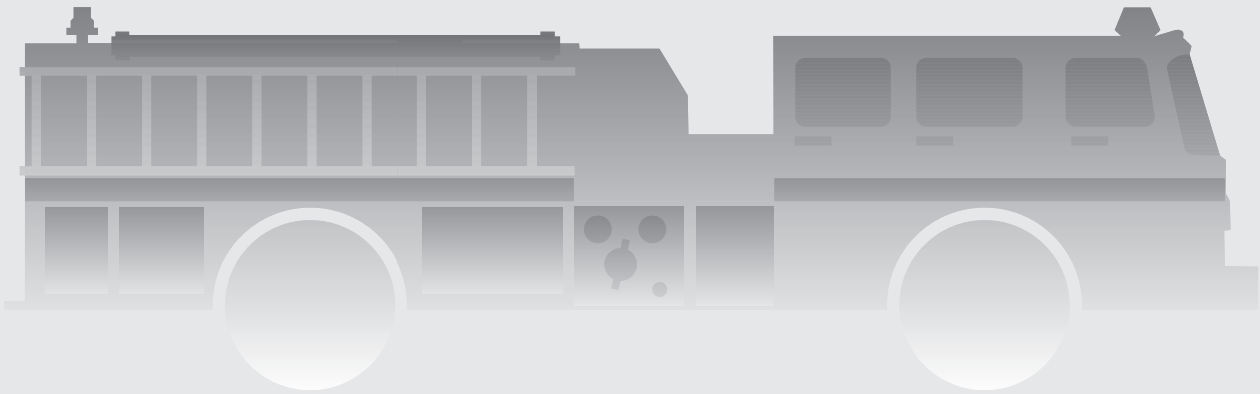
4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Cummins Warranty

Worldwide
Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a $100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel

exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, ‘‘downtime’’ expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

Cummins Inc.
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Columbus, IN 47202-3005
U.S.A.

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R. H. SHEPPARD CO., INC.
101 Philadelphia St.
Hanover, PA 17331
Pierce Manufacturing Inc.
2600 American Drive
Appleton, WI 54912

LIMITED WARRANTY: The R. H. Sheppard Co. Inc., ("Sheppard") warrants all M110PKG1 and M110SAU1 steering gears manufactured and sold to Pierce Manufacturing Inc. ("Pierce") for application on Pierce TAK-4 equipped vehicles to be free from defects of workmanship and material under normal use and service for a period of thirty six months from the in service date of the vehicle to its original owner.

Vehicle applications where Sheppard product is used require an application approval before production build. If Pierce uses Sheppard product for any purpose or application which has not been approved by Sheppard in advance, including aftermarket devices (defined as a device added to the steering system directly or indirectly affecting the performance or operation of the Sheppard product in its approved application) not tested and approved by Sheppard this limited warranty SHALL NOT APPLY AND SHALL BE VOID. SHEPPARD MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED. SHEPPARD EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
SHEPPARD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR FOR LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF A PRODUCT. Pierce expressly acknowledges its obligation to inform all users (customers) of the above disclaimer.

CONDITIONS: Claims under this Limited Warranty may only be made by Pierce. In no event shall Sheppard be held liable for warranty charges by unauthorized persons. No allowance will be made for repairs or alterations, unless made with the written consent of Sheppard. Authorized Pierce dealers shall be the only authorized repair facility for Sheppard products applied to Pierce vehicles. Any warrantable repair made under this Limited Warranty must be made on or before 36 months of the in-service date for the Product to which the claim relates. Sheppard shall not be liable for claims made after such date. Sheppard product fitted to Pierce vehicles that are repaired at a repair facility other than an authorized Pierce dealer within the warranty period will be considered for payment under the guidelines of this agreement only by joint written consideration of Sheppard and Pierce warranty departments. It shall be the responsibility of the Pierce warranty department to notify Sheppard if and when this situation occurs. Sheppard will not be held responsible for damage to other steering components such as but not limited to pumps and reservoirs due to improper adjustment of steering gear relief plungers. Vehicle downtime and towing will not be considered under warranty.

REMEDIES: The sole and exclusive remedy of Pierce for Sheppard's breach of the foregoing warranty is limited to the return and repair or reimbursement as follows:

Warranty Support: In support of the Pierce dealer network, Sheppard will provide a toll-free "Hotline" service to assist in the diagnosis and troubleshooting of steering problems. The R. H. Sheppard Co., Inc. Field Service Department can be reached at 1-800-274-7437 for assistance. Sheppard will require that Pierce dealers contact this toll-free "Hotline" for approval before product is removed from a vehicle in a warranty situation. When contacted regarding a warranty situation, the Sheppard representative will provide an authorization number for removal of the product. This Returned Goods Authorization (RGA) number must be included in all warranty correspondence and attached to all returned goods.

Procedure: In the event of a warranty situation, the servicing dealer shall contact the Sheppard Hotline and receive an RGA number before replacing any steering gear. For M110PKG1 and M110SAU1 steering gear models, the dealer will first obtain an RGA number from Sheppard, and then order the replacement gear from Pierce. Replacement M110PKG1 and M110SAU1 steering gears shall be shipped from Pierce once those models are in full production. A warranty claim for both parts and labor will then be generated by the dealer and sent to Pierce. After reviewing the claim, Pierce will submit it to Sheppard for reimbursement.

Parts Reimbursement: Sheppard agrees to reimburse Pierce at Pierce's purchase price plus 30% mark-up for parts found to be defective within the warranty period. Parts being returned for warranty consideration shall be sent to the R. H. Sheppard Company, 447 E. Middle St., Hanover, PA 17331 ATTN: Warranty Dept. Sheppard's determination as to whether the part is covered by the foregoing warranty is final and conclusive. Sheppard requires the return of complete steering gears only. Individual seals replaced under warranty **should not** be returned unless specifically requested by Sheppard. All parts being returned for warranty consideration must be clearly tagged with all pertinent warranty information including, but not limited to (1) Returned Goods Authorization number (RGA); (2) claim number; (3) date in service; (4) date of failure; (5) mileage; (6) part number; (7) labor hours; (8) dealer labor rate and; (9) dollar amount claimed. Claims submitted without prior authorization are subject to rejection under this agreement.

Labor: Labor to repair Sheppard product found to be defective within the warranty period will be reimbursed at not more than 10 hours per vehicle. Labor shall be reimbursed at the rate of $85.00 USD per hour for M110PGK1 and M110SAU1 steering gears.

Freight: Pierce will collect M110PGK1 and M110SAU1 warranty material at a designated collection point. Inbound freight to the Pierce collection point will be the responsibility of Pierce. All warranty material should be returned from the Pierce collection point to R. H. Sheppard Co. Freight Collect by a Sheppard-specified common carrier based on location of the Pierce collection point. Sheppard does not require the return of failed seals. Any freight charges incurred for the return of seals will be the responsibility of Pierce. Parts returned for warranty consideration without prior authorization are subject to rejection under this agreement and may be subject to a charge back of inbound freight charges. Parts rejected under this warranty will be returned to Pierce Freight Collect or scrapped by Sheppard at Pierce's discretion.

Outside Purchases: Pierce authorized dealers shall be the only outlet for repair, warranty service and parts for Sheppard products applied to Pierce vehicles. Sheppard will not be responsible for consumables such as hoses, belts, fluids, fittings or miscellaneous shop material that may be required for the repair of the product.

Warranty Documentation: Warranty credit memos will be issued monthly to the Pierce Warranty Department. Monthly credit memos will include (1) claim number; (2) part number; (3) parts reimbursement; (4) labor reimbursement; (5) any applicable Pierce reference number and; (6) reason for rejection or acceptance of the claim. Credit memos will be issued in U.S. funds. Debits for warranty claims will not be accepted under this agreement. Claim disposition will constitute the final and conclusive resolution of warranty claims.

Parts Retention: Sheppard will retain parts submitted for warranty consideration for a period of sixty (60) days for any material found to be rejected for warranty. Sheppard will notify Pierce within sixty (60) days of receipt of Sheppard's determination as to whether any such part is covered by this warranty. Warranty reimbursement will be issued within thirty days of receipt of material at Sheppard.

Good-Will Requests: Good-Will requests will be considered jointly between Sheppard and Pierce for equitable compensation.

RECALLS: Sheppard retains the right to review information regarding federal motor vehicle recall and /or product repair programs if Sheppard products fitted to Pierce vehicles are alleged to be non-compliant with federal motor vehicle safety standards. Sheppard retains the right to review any claims of product defect or non-compliance before participating in reimbursement of expenses incurred as a result of alleged non-compliance or defect of its products. Sheppard agrees to negotiate in good faith for the reimbursement of expenses incurred by Pierce for all administrative, material and labor cost and expense associated with any recall where Sheppard product is found to be defective or non-compliant with federal motor vehicle standards.

MISCELLANEOUS: This writing constitutes the full complete and final statement of Sheppard's limited warranty for M110PKG1 and M110SAU1 products sold to Pierce. All prior oral or written correspondence, test data, negotiations, representations, understandings and the like regarding products are merged in this writing and extinguished by it. This limited warranty may not be altered, amended extended or modified except by a writing signed by the President or Vice President of Sheppard. No employee, vendor, dealer, distributor or other representative of Sheppard has authority to make statements to extend, expand, alter or amend the terms of this Limited Warranty. Sheppard expressly disclaims any statements contrary to the Limited Warranty. Sheppard's failure at any time to enforce any of the terms and conditions stated herein shall not constitute a waiver of any provisions herein. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Any legal actions which may arise as a result of disputes, controversies or claims arising out of or related to this limited warranty shall be in such forum as Sheppard and Pierce shall agree, or, in the absence of agreement, in a court of appropriate jurisdiction other than in the county in which either party is located. This Limited Warranty shall not be assigned by Pierce.

COOPERATIVE EFFORT: Sheppard and Pierce agree to work cooperatively toward expanding this warranty coverage to a period of sixty months from the in service date. These cooperative efforts shall focus on examining the effects of increased heat generated by 2007 model engines and its impact on the entire power steering system.

AGREEMENT: This agreement is effective April 3, 2006 and may be modified by mutual agreement between Sheppard and Pierce of a signed amendment to be attached to the original Limited Warranty. There are no third party beneficiaries to this Limited Warranty. This warranty agreement applies to Pierce authorized dealers only. It does not encompass any special arrangements that Pierce may now have or that Pierce may enter into, with any other segments of the trucking industry. This warranty agreement does not apply to non-conforming product removed at Pierce assembly plants.

This Limited Warranty agreement between the R. H. Sheppard Co., Inc and Pierce Manufacturing Inc. may be terminated by either party with thirty days written notice prior to termination.

Signed at Pierce Manufacturing Inc., Appleton, WI this _____ day of _____, 2006.

R. H. SHEPPARD CO., INC.

_____
Authorized Signature

_____
Title

PIERCE MANUFACTURING INC.

_____
Authorized Signature

_____
Title

Fire and Rescue Apparatus

Lifetime Fifty (50) Year Structural Integrity Custom Chassis Frame

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Custom chassis frame rail manufactured by Pierce shall be free from defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Fifty (50) Years (Expected Life of Apparatus)**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
TAK-4 Independent Front Suspension

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The TAK-4 Front Independent Suspension and Steering Gears shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years -or- 30,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty excludes brake pads, brake rotors, seal boots and shock absorbers.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Two (2) Year Material and Workmanship
Meritor Axles
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor axle shall be covered by Meritor as indicated in the attached Meritor warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Two (2) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

MERITOR® COMMERCIAL VEHICLE SYSTEMS

WARRANTY/MODEL YEAR 2018 VEHICLES

MERITOR®



WARRANTY INFORMATION CONTENTS

Effective Model Year 2018 Vehicles

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How to Read Warranty Coverage

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor

Notice:

Models or components that are approved for use by Meritor's vocational guidelines contained in Meritor Publication TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, which are not specifically listed, are warranted for one year, unlimited miles, parts only (1/Unl/P).

Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Advantage Program

Purchasing additional coverage on select components will continue to safeguard your investment against major repair costs after the initial base coverage expires. You can find out more about the Advantage Program by visiting www.meritor.com or by contacting Meritor at 866-OnTrac1 (866-668-7221).

LINEHAUL WARRANTY INFORMATION

Linehaul Vehicles

- Auto Hauler
- Bulk Hauler
- Chip Hauler (Truck)*
- Doubles
- Flatbed
- General Freight
- Grain Hauler
- Livestock Hauler
- Moving Van
- Pipe Hauler
- Refrigerated Freight
- Tanker
- Triples

* Chip Hauler vehicles require specific axle models listed below and Linehaul condition to be eligible for Linehaul warranty consideration.

Linehaul Typically Is

- High mileage operation (over 60,000 miles/year)
- Well maintained major highways of concrete or asphalt construction
- Greater than 30 miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Non-Drive Steer Axles – 5/750/P&L

FD-965	FF-966	MFS-10-144A-N	MFS-12-132C-N	MFS-13-122C-N	MFS-14-143A-N
FF-941	FF-967	MFS-12-122A-N	MFS-12-143A-N	MFS-13-132B-N	
FF-942	FG-941	MFS-12-122B-N	MFS-12E-143A-N	MFS-13-132C-N	
FF-943	FG-943	MFS-12-122C-N	MFS-12-144A-N	MFS-13-143A-N	
FF-944	MFS-10-122A	MFS-12E-122A-N	MFS-13-122A-N	MFS-13-144A-N	
FF-961	MFS-10-143A-N	MFS-12-132B-N	MFS-13-122B-N	MFS-14-122A-N	

Rear Drive Single Axles – 5/750/P&L

RS-19-144/145/A	RS-21-160
MS-19-14X	RS-23-160
MS-21-144	RS-23-161
RS-21-145	RS-23-186

Drivelines

RPL	5/500/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 5/750/P&L

RT-34-144/P/A	MA-40-165	MT-40-943
RT-40-145/A	MA-40-175	MT-40-943-SP
RT-40-160/P[1,2]	MT-34-14X/P	RZ-166[2]
RT-46-160/P[1,2]	MT-40-14X/P	RZ-188
RT-46-164EH/P[1,2]	MT-40-14X/P	
RT-50-160/P[1,2]	MT-40-144/P	

[1] These models required for Chip Hauler and Linehaul warranty consideration.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

LINEHAUL WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	5/500/P, 1/100/L
LX500 Feature[1]	5/750/P&L
Q+ Drum Brake™	5/500/P, 1/Unl/P&L
ASA	5/500/P, 1/Unl/P&L
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	5/500/P, 1/Unl/L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 3/500/P&L.

[2] Based on stamped wear diameter max.

Trailer Axles

Beam and Brackets	5/500/P, 1/100/L
Wheel End Systems[1]	
Standard System[2]	1/100/P&L
PreSet by Meritor[3]	5/500/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

[2] When installed by Meritor.

[3] Requires approved hubcap stating PreSet by Meritor on hubcap face.

[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.

[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

TAG/Pusher Axles[1]

TQ, TQD, TR, TRD Beam and Brackets	5/750/P&L

[1] For brake components and ABS Coverage, refer to appropriate product warranties.

Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/500/P, 1/100/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/100/P&L
PinLoc Actuator	3/300/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs	2/200/P, 1/100/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/500/P, 1/100/L
Height Control Valve	1/100/P&L
Shock Absorbers	2/200/P&L
Air Springs & Rebound Straps	2/200/P, 1/100/L
Bushings	5/500/P, 3/300/L

[1] Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor

(For axle and ABS coverage, refer to appropriate product warranties.)

[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.

GENERAL SERVICE WARRANTY INFORMATION

General Service Vehicles

- Aerial Ladder Truck
- Aerial Platform
- Ambulance
- Auto Hauler
- Beverage Truck
- Chip Hauler
- Cross Country Coach
- Flatbed
- Front Engine Commercial Chassis
- Front Engine Integral Coach
- General Freight
- Intercity Coach
- Intermodal Chassis
- Livestock Hauler
- Meat Packer
- Moving Van
- Municipal Truck
- Newspaper Delivery
- Pick-Up and Delivery
- Pipe Hauler
- Platform Auto Hauler
- Pumper
- Rear Engine Integral Coach
- Recreational Vehicles
- Refrigerated Freight
- School Bus
- Stake Truck
- Tanker
- Tanker Truck
- Tour Bus
- Wrecker

General Service Typically Is

- Lower mileage operations (less than 60,000 miles/year)
- Generally, on-road service (less than 10% off-road)
- An average of three (3) miles between starting and stopping

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-7-153C-N	MFS-12E-122A-N	MFS-13-122C-N	MFS-18-135A-N
FF-941	FH-946[1]	MFS-7-163C-N	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N
FF-942	FL-941	MFS-8-113B-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N
FF-943	FL-943	MFS-8-143A-N	MFS-12-132B-N	MFS-13-143A-N	MFS-20-135A-N
FF-944	MFS-6-151A-N	MFS-8-153B-N	MFS-12-132C-N	MFS-13-144A-N	MFS-20H-193A-N
FF-946	MFS-6-153B-N	MFS-8-163B-N	MFS-12-143A-N	MFS-14-122A-N	MFS-22H-135A-N
FF-961	MFS-6-162B-N	MFS-10-122A	MFS-12-144A-N	MFS-14-143A-N	MFS-22H-193A-N
FF-966	MFS-6-153C-N	MFS-10-143A-N	MFS-12E-143A-N	MFS-16-122A-N	
FF-967	MFS-6-162C-N	MFS-10-144A-N	MFS-13-122A-N	MFS-16-143A-N	
FG-941	MFS-7-113C-N	MFS-12-122A-N	MFS-13-122B-N	MFS-18-133A-N	

[1] Can also be used with reduced steer angles in tag position in Coach Applications.

Rear Drive Single Axles – 2/Unl/P&L

MS-17-13X	MS-21-144	RC-23-162[1]	MS-26-616	79163
MS-17-14X	MS-23-17X	RC-23-165[1]	MS-26-616-SP	
MS-19-13X	RS-21-145/A	RS-23-160	RS-30-185	
MS-19-14X	RS-21-160	RS-23-161	MS-30-616	
RS-17-144/145/A	RC-22-145	RS-23-186	MS-30-616-SP	
RS-19-144/145/A	RC-22-145/A	RS-24-160	RS-35-380	
MS-21-13X	RC-23-160	RC-25-160	71162	
MS-21-14X	RC-23-161	RS-26-185	71163	

[1] 3/Unl/P&L if PreSet by Meritor.

Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P	RT-46-164EH/P
RT-46-160/P	RT-50-160/P

Drivelines

RPL	4/400/P, 1/Unl/P&L
MXL	3/350/P, 1/Unl/P&L
155N	1/Unl/P
92N	1/Unl/P

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P	MT-44-14X/P	MT-58-616
RT-34-144/P/A	RT-44-145/P	RT-58-185[1]
MT-40-14X/P	RT-46-169	MT-70-380
MT-40-144/P	MT-52-616	RZ-166
RT-40-145/A	RT-52-185[1]	RZ-188

[1] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

GENERAL SERVICE WARRANTY INFORMATION

Brake Components

Cam Q Series Trailer Brakes	3/Unl/P, 1/Unl/L
LX500 Feature[1]	3/Unl/P&L
Cam P[3]	2/200/P
Cam	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake ™[3]	2/200/P&L
ASA	3/Unl/P
ASA[3]	2/200/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
STEELite X30 Drum Brake™[2]	12-Years or Wearable Life/P
EX+ Air Disc Brake™	2/Unl/P&L

[1] Includes: bushing, seal, cam, ASA lubrication and wear coverage of 1/Unl/P.
[2] Based on stamped wear diameter max.
[3] Applies to Tour Bus and Cross Country Coach only.

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L
AxlePak5[4]	5P/L
AxlePak7[5]	7P/L

[1] 9000 Series is 3/Unl/P, 1/Unl/L
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.
[4] When specified with AxlePak5 wheel end system, coverage on MTIS thru-tee and stator is 5/500P, 3/500L.
[5] When specified with AxlePak7 wheel end system, coverage on MTIS thru-tee and stator is 7/750P, 3/500L.

(For brake components and ABS coverage, refer to appropriate product warranties.)

Chassis Axles (2000 Series/ChassiPak)

Beam & Brackets	6/Unl/P, 1/Unl/L
Wheel End Systems[1]	
Standard System	1/Unl/P&L
AxlePak7	7P/L
Beam and Brackets	7P/1L

[1] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.

Trailer Air Suspension Systems

MPA38/40 (Tandem Axle Parallelogram)[1]	
Major Structural Components	5/Unl/P, 1/Unl/L
Curbing Damage Warranty[2]	5/500/P, 1/100/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
PinLoc Air Controls	1/Unl/P&L
PinLoc Air Actuator	3/Unl/P&L
MPA20 (Single Axle Parallelogram)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings	7/700/P, 5/500/L
MTA (Trailing Arm)	
Major Structural Components	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs and Rebound Straps	2/Unl/P, 1/Unl/L
Bushings[3]	5/Unl/P, 3/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)
[1] Fastener torque coverage is limited to 2/Unl P&L when torqued by Meritor
[2] "Curbing damage" is defined as deformation (bending, buckling, or breakage), caused by sudden impact with a curb or similar fixed object. Damage to the RideSentry slider box (the suspension sliding subframe, consisting of the frame rails, crossmembers, and central A-frame assembly), caused by accidental trailer impact with a curb or similar fixed object, is eligible for warranty coverage. Damage to other components or damage resulting from collision with another vehicle, rollover or fire is not covered under this provision. Warranty is not transferrable to another trailer VIN, and coverage does not apply if the trailer is deemed to be a total loss, scrapped, or otherwise not salvageable.
[3] Raw wood applications 3/Unl/P, 1/Unl/L

TAG/Pusher Axles

TQ, TQD, TR, TRD Beam and Brackets[1]	3/Unl/P, 1/Unl/L
MC12002, MC14002, MC16003, FH946	2/Unl/P&L

(For brake components and ABS coverage, refer to appropriate product warranties.)
[1] 3/UNL/P&L if sold with PreSet by Meritor.

Meritor® Tire Inflation System by PSI

MTIS Components	3/500/P&L

HEAVY SERVICE WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Rapid Intervention Vehicle (RIV)
- Rear Loader (Refuse)
- Recycling Truck
- Residential Pick-Up (Refuse)
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

Heavy Service Typically Is

- Moderate mileage operation (less than 60,000 miles per year)
- On/Off road vocations (10% or more off-road)
- Moderate to frequent stops/starts (up to 10 stops per mile)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Front Drive/Non-Drive Steer Axles – 2/Unl/P&L

FD-965	FH-941	MFS-8-113B-N	MFS-12-132C-N	MFS-13-155	MFS-22H-135A-N	MX-17-140
FF-941	FH-946	MFS-8-153B-N	MFS-12-143A-N	MFS-14-122	MFS-22H-193A-N	MX-19-140
FF-942	FL-941	MFS-8-163B-N	MFS-12-144A-N	MFS-14-143A-N	RF-16-145	MX-21-140
FF-943	FL-943	MFS-10-122A	MFS-12-155	MFS-16-122A-N	RF-21-160	MX-21-160
FF-944	MFS-6-151A-N	MFS-10-143A-N	MFS-13-122	MFS-16-143A-N	MX-10-120	MX-23-160
FF-946	MFS-6-153B	MFS-10-144A-N	MFS-13-122B-N	MFS-18-133A-N	MX-10-120 EVO	MX-810
FF-961	MFS-6-162B	MFS-12-122	MFS-13-122C-N	MFS-18-135A-N	MX-12-120	
FF-966	MFS-6-162C	MFS-12-122B-N	MFS-13-132B-N	MFS-18-193A-N	MX-12-120 EVO	
FF-967	MFS-7-113C-N	MFS-12-122C-N	MFS-13-132C-N	MFS-20-133A-N	MX-14-120	
FG-941	MFS-7-153C-N	MFS-12E-122	MFS-13-143A-N	MFS-20-135A-N	MX-16-120	
FG-943	MFS-7-163C-N	MFS-12-132B-N	MFS-13-144A-N	MFS-20H-193A-N	MX-18-120	

Drivelines

RPL	3/Unl/P, 1/Unl/P&L
92N	1/Unl/P&L
MXL	1/Unl/P&L

Rear Drive Single Axles – 2/Unl/P&L

MS-17-14X	RS-23-160	MS-30-616-SP
RS-17-144/145/A	RC-23-161	RS-30-185/380
MS-19-14X	RS-23-161	MS-35-380
RS-19-144	RS-23-186/380	RS-38-380
MS-21-114	RC-23-162	RC-25-160
MS-21-14X	RC-23-165	RC-26-633
RS-21-145	RS-24-160	MT-58-616
RS-21-145/A	RS-25-160	MT-58-616-SP
RS-21-160	MS-26-616	71162
RC-22-145	MS-26-616-SP	71163
RC-23-160	RS-26-185/380	79163
RH-23-160	MS-30-616	

HEAVY SERVICE WARRANTY INFORMATION

Rear Drive Tandem/Tridem Axles – 2/Unl/P&L

MT-34-14X/P
RT-34-144/P/A
MT-40-14X/P
RT-40-145/A
MT-44-14X/P
RT-44-145/P
RT-46-169
MT-52-616
MT-52-616-SP
RT-52-185/380[1,2]
MT-58-616
MT-58-616-SP
RT-58-185/380[1,2]
RT-70-380
MT-70-380
RZ-166
RZ-188

[1] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[2] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Brake Components

Cam P	3/Unl/P
Cam P[3]	2/100/P
Cam Cast Plus™	2/100/P&L
Q+ Drum Brake™	3/Unl/P&L
Q+ Drum Brake™[2]	2/100/P&L
ASA	3/Unl/P
ASA[2]	2/100/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P
EX+ Air Disc Brake	2/100/P&L

[1] Based on stamped wear diameter max.
[2] Applies to City Bus, Trolley, Shuttle Bus and Airport Shuttle only.
[3] Warranty for all non-Meritor ASAs supplied by Meritor for all Heavy Service vocations is 1/100/P.

Transfer Cases – 1/Unl/P

MTC-4208
MTC-4210
MTC-4213
T-2111
T-2119

Rear Drive Tandem – 3/Unl/P&L

RT-40-160/P/A[3]
RT-46-160/P/A[1,3]
RT-46-164EH/P/A[2,3]
RT-50-160/P/A[3]

[1] U.S. only. Canadian warranty = 1/Unl/P for combination vehicles only.
[2] Axle model designated will vary according to options and variations specified on these axles. Contact Meritor Axle Applications Engineering for details.
[3] Each vehicle must have a Request for Application Recommendation (RAR) approved by Meritor prior to vehicle build. All RARs must identify the chassis number or VIN. Refer to Product Information Letter #303 and #396 for further details.

Meritor Tire Inflation System by PSI

MTIS Components	3/500/P&L

Trailer Air Suspension Systems

MTA (Trailing Arm)	
Major Structural Components[1]	5/Unl/P, 1/Unl/L
Height Control Valve	1/Unl/P&L
Shock Absorbers	2/Unl/P&L
Air Springs	2/Unl/P, 1/Unl/L
Bushings[1]	5/Unl/P, 3/Unl/L

[1] Raw wood applications 3/Unl/P, 1/Unl/L

(For axle and ABS coverage, refer to appropriate product warranties.)

Center Non-drive Axles – 2/Unl/P&L

MC26000
71063
79063

Trailer Axles

Beam and Brackets[1]	5/Unl/P, 1/Unl/L
Wheel End Systems[2]	
Standard System[3]	1/Unl/P&L

[1] 9000 Series is 3/Unl/P, 1/Unl/L.
[2] Includes hub, wheel seals and wheel bearings—all systems require annual inspections and proper documentation to ensure full coverage.
[3] When installed by Meritor.

(For brake components and ABS coverage, refer to appropriate product warranties.)

OFF-HIGHWAY SERVICE WARRANTY INFORMATION

Industrial And Off-Highway Service Vehicles

- Load-On/Load-Off
- Port Tractor
- Rail Yard Spotter
- Roll-On/Roll-Off
- Stevedoring Tractor
- Trailer Spotter
- Yard Jockey
- All-Terrain Crane
- Rough Terrain Crane
- Forestry
- Material Handling
- Specialized Heavy Haul
- Specialized Mining
- Excavator
- Compactor
- Fertilizer Spreader
- Snow Blower
- Mining
- Rail Car Mover
- Loader
- Tow Tractor
- Pushback Tractor

Industrial And Off-Highway Service Typically Is

- Low mileage operation
- Low speed vehicle speed restriction
- Vehicles are **not** typically licensed for highway use
- Six (6) starts/stops per mile (typical)

Coverage under Meritor's warranty require that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

Drive Steer Axles – 1/Unl/P

MOR MOX MOC

Front Non-Drive Steer Axles – 1/Unl/P

FF - 941	MFS-12-143A-N	MFS-18-135A-N
FF - 943	MFS-12-144A-N	MFS-18-193A-N
FF - 961	MFS-13-143A-N	MFS-20-133A-N
FF - 966	MFS-13-144A-N	MFS-20-135A-N
FG - 941	MFS-14-143A-N	MFS-20H-193A-N
FG - 943	MFS-16-122A-N	MFS-22H-135A-N
FL - 941	MFS-16-143A-N	MFS-22H-193A-N
FL - 943	MFS-18-133A-N	MON-Z0 FAMILY

Planetary Axles – 1/Unl/P

MOR MOX MOC MOT

Rear Drive Single Axles – 1/Unl/P

RS-23-186	RS-24-160-SP	RS-30-185
RS-23-380	MS-30-616	RS-30-380
RS-24-160	MS-30-616-SP	MS-35-380

Drivelines – 1/Unl/P

RPL MXL

Rear Drive Tandem Axles – 2/Unl/P

MT-44-14X/P	MT-58-616	RT-44-145/P	RT-50-160/P
MT-52-616	MT-58-616-SP	RT-46-160/P	RZ-166
MT-52-616-SP	MT-70-380	RT-46-164EH/P	

Brake Components

Cam P	3/Unl/P
Q+ Drum Brake™	3/Unl/P&L
ASA	3/Unl/P
Hubs/Cast Drums and Other Wheel-end Components	1/Unl/P
Hydraulic Disc Brakes	1/Unl/P
All Other Brakes	1/Unl/P

TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All
The cost of any repairs, replacements or adjustments to a covered component (1) associated with noise; (2) resulting from the use or installation of non-genuine Meritor components or materials; (3) due to vibration associated with improper operation or misapplication of drivetrain components; and (4) damage resulting from corrosion.

For axle assemblies supplied by Meritor with suspension and interface brackets designed and/or attached by non-Meritor parties, Meritor warranty coverage does not apply to the brackets, bracket attachment methods, and field issues caused by brackets or bracket attachments to any covered component unless specified in a separate OEM agreement.

Front Axles
King Pin Bushings.

Rear Axles
Self-contained traction equalizers and oil filters. The use of NoSPIN differentials will result in the exclusion of axle shafts from warranty considerations. NoSPIN is a product of Eaton.

ASA
Boot and bushing. Bent, broken, over-torqued, missing or otherwise damaged pawl assemblies.

Cam Brake
Brake lining wear and brake shoe “rust-jacking.”

Disc Brake
Pad wear, rotor wear.

Coverage Limitations

Product Description

All
Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program. Products purchased on an incomplete vehicle (glider) are limited to one year, unlimited miles parts only (1/Unl/P).

Front Axles
Tie rod and tie rod ends limited to 3-year/300,000-mile or published vocational coverage, whichever is less. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
Pinion and through shaft seals limited to 3-year/300,000-mile or published vocational coverage, whichever is less, if yoke is installed by Meritor. If yoke is not installed by Meritor, then Meritor does not warrant pinion seals. Wheel seals, gaskets and wheel bearings are covered for 1 year/unlimited miles if the wheel end equipment is supplied and assembled by Meritor.

Rear Axles
The Meritor® breather part number A-2297-C-8765 with A-3196-J-1336 hose must be used for eligibility of any potential warranty consideration relating to contamination and/or loss of lube in axles.

Cam Brake
Limited to bracket, brake spider and camshaft structural integrity.

STEELite X30
Wearable life is up to the discard diameter of the drum.

Disc Brake
Warranty coverage for boots, seals, bushings and pins is 2/200/P. Warranty coverage for pads is 1/100/P.

Warranty coverage on vehicles with 1,850 lb-ft engine torque and over may be reduced on individual drivetrain components. Contact your Meritor representative for specific details.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor Inc. warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment in vehicles licensed for on-highway use, will be free from defects in material and workmanship. This warranty coverage begins only after the expiration of the OEM's vehicle warranty for the applicable covered components. Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed elsewhere in this warranty statement.

Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Components (whether new, used or remanufactured) installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

For certain components, coverage requires the use of specific extended drain interval or synthetic lubricants. For further information about lubrication and maintenance, see Meritor publication Maintenance Manual Number I and the applicable Meritor maintenance manual for the product in question. Other conditions and limitations applicable to this warranty are detailed below.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor directly. Failure to notify Meritor of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor's warranty requires that the application of products be properly approved pursuant to OEM and Meritor approvals. Refer to TP-9441 for axles, SP-8320 for trailer axles, TP-12126 for drivelines, and/or contact Meritor regarding specific application approval questions on any product line.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
This warranty does not cover normal wear and tear; nor does it cover a component that fails, malfunctions or is damaged as a result of (I) improper installation, adjustment, repair or modification (including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor), (II) accident, natural disaster, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the axle and/or driveline capacity), or (III) improper or insufficient maintenance (including deviation from approved lubricants, change intervals, or lube levels). This warranty does not cover any component or part that is not sold by Meritor. For vehicles that operate full or part time outside of the United States and Canada, a one year, unlimited mileage, parts only warranty (1/Unl/P) will apply.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor's option. Meritor reserves the right to require that all applicable failed materials are available and/or returned to Meritor for review and evaluation.

(6) Disclaimer of Warranty.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

(7) Limitation of Remedies.
In no event shall Meritor be liable for special, incidental, indirect, or consequential damages of any kind or under any legal theory, including, but not limited to, towing, downtime, lost productivity, cargo damage, taxes, or any other losses or costs resulting from a defective covered component.

(8) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor service location. The dealer will inspect the vehicle and contact Meritor for an evaluation of the claim. When authorized by Meritor, the dealer will repair or replace during the term of this warranty any defective Meritor component covered by this warranty.

(9) Entire Agreement.
This is the entire agreement between Meritor and the Owner about warranty and no Meritor employee or dealer is authorized to make any additional warranty on behalf of Meritor. This agreement allocates the responsibilities for component failure between Meritor and the Owner.

Vehicle models, brands and names depicted herein are the property of their respective owners, and are not in any way associated with Meritor, Inc., or its affiliates.

MERITOR®

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Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Meritor Wabco ABS Brake System
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Meritor Wabco ABS brake system shall be covered by Meritor Wabco as indicated in the attached Meritor Wabco warranty coverage description**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**The exclusions listed in the attached Meritor Wabco warranty description shall apply.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.



MERITOR WABCO

Safety Strong. Efficiency Smart.

Warranty
Model Year 2018 Vehicles

SIMPLER IS BETTER

Warranty coverage is essential to protecting your investment. But understanding the full details of your coverage can be challenging. This straightforward approach allows you, our valued customer, to better understand how your specific vehicle applications will be covered in your region. Our component warranty coverage is provided according to vocation/usage categories listed below.

- Linehaul covers high mileage operation (over 60,000 miles/year) on well maintained major highways of concrete or asphalt construction.
- General Service covers moderate mileage operations (less than 60,000 miles/year) on well maintained public roads (less than 10 percent off-road) typically with less than three (3) stops per mile.
- Heavy Service (Vocational) covers vehicles with more than 10 percent off-road OR moderate to frequent starts/stops typically with more than three (3) stops per mile.
- Off-Highway Service covers lower mileage operations. Vehicles are not typically licensed for highway use.

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How to Read Warranty Coverage (Example)

Number of Years	Mileage (in thousands) Unl=Unlimited	P=Parts Only P&L=Parts & Labor
3	300	P

HEAVY SERVICE (VOCATIONAL) WARRANTY INFORMATION

Heavy Service Vehicles

- Airport Rescue Fire (ARF)
- Airport Shuttle
- Asphalt Truck
- Block Truck
- Bottom Dump Trailer Combination
- Cementing Vehicle
- City Bus
- Commercial Pick-Up
- Concrete Pumper
- Construction Material Hauler
- Crash Fire Rescue (CFR)
- Mixer
- Demolition
- Drill Rig
- Dump
- Emergency Service
- Equipment Hauling
- Flatbed Trailer Hauler
- Flatbed Truck
- Fracturing Truck
- Front Loader
- Geophysical Exploration
- Hopper Trailer Combinations
- Landscaping Truck
- Liquid Waste Hauler
- Log Hauling
- Lowboy
- Michigan Special Gravel Trains
- Michigan Special Log Hauler
- Michigan Special Steel Hauler
- Michigan Special Waste Vehicle
- Municipal Dump
- Newspaper Delivery
- Package Delivery
- Pick-up and Delivery
- Rapid Intervention Vehicle (RIV)
- Rear Loader
- Recycling Truck
- Residential Pick-Up/Waste
- Rigging Truck
- Roll-Off
- Scrap Truck
- Semi-End Dump
- Sewer/Septic Vacuum
- Shuttle Bus
- Side Loader
- Snowplow/Snowblower
- Steel Hauling
- Tanker
- Tank Truck
- Tractors with Pole Trailers
- Tractor/Trailer with Jeeps
- Transfer Dump
- Transfer Vehicle
- Transit Bus
- Trolley
- Utility Truck
- Winch Truck

Heavy Service Typically Is

- On/Off road vocations (10% or more off-road) OR
- Moderate to frequent starts/stops typically more than three (3) stops per mile

Meritor WABCO Components[1]

ABS (Anti-Lock Braking System) Air	3/300/P&L
ABS (Anti-Lock Braking System) Hydraulic	2/200/P&L
Electronic Braking System (EBS)	3/300/P&L
Electronic Stability Control (ESC)	3/300/P&L
Roll Stability Control (RSC)	3/300/P&L
Air Dryers (ALL)	1/100/P&L
Leveling Valves	1/100/P&L
Air Brake Valves	1/100/P&L
Emission Valves (SCR)	2/200/P&L
Clutch Controls	2/200/P&L
Air Compressors (ALL)[2]	1/100/P&L
OnGuard™	3/300/P&L
OnGuardACTIVE™	3/300/P&L
OnLane™ Lane Departure Warning	3/300/P&L
Blind Spot Detection	3/300/P&L
OptiRide™	2/200/P&L
Trailer Roll Stability Support (RSS)	3/300/P&L
Trailer Control Line Filter[3]	1/100/P&L
Trailer ABS Valve[3]	3/300/P&L

[1] WABCO and Meritor WABCO branded components.
[2] WABCO compressors installed on Cummins, Mercedes, and DDC engines are not warranted or serviced by Meritor WABCO. Please contact your respective dealer/distributor of those engines for warranty and servicing.
[3] An extended warranty of 4/400/P will be applied when a Meritor WABCO Trailer Control Line Filter is used in combination with a Meritor WABCO Trailer ABS valve.



TERMS AND CONDITIONS

Coverage Exclusions

Product Description

All

The cost of any repairs, replacements or adjustments to a covered product due to the following: (1) damage to the product or its component parts caused by incorrect use, installation, maintenance or repair, including without limitation (a) improper fit of mating components or brackets, (b) damaged threads, (c) cut, broken, chafed, pinched or otherwise damaged wiring (sensors, harnesses and connectors), (d) damaged sensors from removal when seized in block, or associated with sensor adjustments/ alignments, and (e) damage resulting from the use or installation of non-genuine Meritor WABCO components or materials; (2) damage to the product, its component parts, or diminished product or component part performance due to incorrect operation, deviation from approved conditions or misapplication; (3) any unauthorized disassembly of the product or its component parts including without limitation (a) obliterated, defaced or missing WABCO or Meritor WABCO name plate, serial numbers or label identifying the device as a Meritor WABCO product or WABCO component, (b) changes to sealed adjusting screws, and (c) opening or attempted repair of non-serviceable components; (4) malfunction of the component due to internal contamination out of the vehicle system including without limitation (a) water and other contamination damage that is due to the use of a non-genuine air dryer cartridge or (b) valve failures due to contamination in air system, (5) complaints associated with noise, (6) damage resulting from corrosion (including oxidation of electrical devices and connections).

Air Dryers

Mounting brackets (see vehicle OEM). Desiccant cartridge housing only.

Air System Components

Normal wear items; Gladhand seals, dash valve knobs, valve actuation handles, treadles, pedals.

ABS, Electronic Stability Control (ESC), Roll Stability Control (RSC), OptiRide™, OnGuard™ and OnLane™, collectively "Electronics"

Failure of electronic components due to overvoltage condition, improper grounding, electrostatic discharge (ESD), improper shielding, electromagnetic interference (EMI), or other wiring or installation issues.

Malfunctions and failure codes caused by other electronic subsystem failures (data bus, engine, transmission, dashboard, etc.)

Hydraulic Components

For certain components, brake fluid DOT3 or DOT4 is used as the operating medium. Use of any other fluid will void all warranties associated with that component. For hydraulic braking applications the brake fluid is considered a maintenance item. Maintenance intervals are listed in TB-1367.

Coverage Limitations

Product Description

All

Any claim beyond 60 days from date of repair will not be accepted or honored under this warranty program.

Products purchased on an incomplete vehicle (glider) are limited to one year, 1/Unl/P.

For vehicles that operate full- or part-time outside of the United States and Canada, a 1-Year/Unlimited Miles parts only (1/Unl/P) will apply.

TOOLBOX™ Software

Proper diagnostics of Meritor WABCO Electronics may require the latest version of TOOLBOX™. Additional labor due to use of an outdated version of TOOLBOX™. TOOLBOX™ software, and/or the time to purchase or install latest version of TOOLBOX™ are not covered under product warranty.

TERMS AND CONDITIONS

(1) What is Covered by this Commercial Warranty?
Meritor WABCO Vehicle Control Systems warrants to the owner ("Owner") that the components listed in this publication, which have been installed by an Original Equipment Manufacturer ("OEM") as original equipment will be free from defects in material and workmanship. This warranty coverage begins from the original in-service date to the limits provided and runs concurrently with any warranties provided by OEMs and/or any service contracts that cover the components listed in this publication, if any. If the components listed in this publication are covered by an OEM warranty and/or service contract, then the OEM's warranty and/or service contract shall supersede Meritor WABCO's warranty and Owner shall comply with all OEM's warranty and/or service contract requirements for claims under such OEM's warranty and/or service contract until those agreements expire. Once those agreements expire and provided the Meritor WABCO warranty has not expired under the terms stated above, the Meritor WABCO warranty would be in effect until its expiration date.

Warranty coverage ends at the expiration of the applicable time period from the date of vehicle purchase by the first Owner, or, the applicable mileage limitation, whichever occurs first. Duration of coverage varies by component and vocation as detailed previously in this publication. Some components are warranted for parts only and the Owner must pay any labor costs associated with the repair or replacement of the component. Other components are warranted for both parts and reasonable labor to repair or replace the subject component. Additional diagnostic time due to use of an outdated version of TOOLBOX™, time to purchase or install latest version of TOOLBOX™ are the responsibility of the authorized Meritor WABCO service location and are not covered under product warranty. Components installed as replacements under this warranty are warranted only for the remainder of the original period of time or mileage under the original warranty.

(2) Designation of Vocational Use Required.
To obtain warranty coverage, each Owner must notify Meritor WABCO through the OEM new truck and/or trailer dealer of the intended vocational use of the vehicle into which the Meritor WABCO components have been incorporated prior to the vehicle in-service date. This notification may be accomplished by registering the vehicle through your OEM new truck and/or trailer dealer or with Meritor WABCO directly. Failure to notify Meritor WABCO of (I) the intended vocational use of the vehicle or (II) a change in vocational use from that which was originally designated, will result in the application of a one year, unlimited mileage, parts only warranty (1/Unl/P) from the initial in-service date.

A second Owner and each subsequent Owner must also notify Meritor WABCO as to the intended vocational use of the vehicle. This notification can be sent directly to Meritor WABCO or through the OEM new truck and/or trailer dealer. The duration and mileage coverage of this warranty cannot exceed the coverage extended to the first Owner after his or her initial designation of vocational use.

Coverage under Meritor WABCO's warranty requires that the application of products be properly approved pursuant to OEM and Meritor WABCO, approvals.

(3) What is the Cost of this Warranty?
There is no charge to the Owner for this warranty.

(4) What is not Covered by this Warranty?
In addition to the items listed on page 7, this warranty does not cover normal wear and tear, or service items; nor does it cover a component that fails, malfunctions or is damaged as a result of (a) improper handling, storage, installation, adjustment, repair or modification including the use of unauthorized attachments or changes or modification in the vehicle's configuration, usage, or vocation from that which was originally approved by Meritor WABCO, (b) accident, fire or other casualty, natural disaster, road debris, negligence, misuse, abuse, or improper use (including loading beyond the specified maximum vehicle weight or altering engine power settings to exceed the brake system capacity), or (c) improper or insufficient maintenance (including deviation from maintenance intervals, approved lubricants, or lube levels). This warranty does not cover any component or part that is not sold by Meritor WABCO.

(5) Remedy.
The exclusive remedy under this warranty shall be the repair or replacement of the defective component at Meritor WABCO's option. Meritor WABCO reserves the right to require that all applicable covered components are available and/or returned to Meritor WABCO for review and evaluation.

(6) DISCLAIMER OF WARRANTY.
THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(7) LIMITATION OF REMEDIES.
IN NO EVENT SHALL MERITOR WABCO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TOWING, DOWNTIME, LOST PRODUCTIVITY, CARGO DAMAGE, TAXES, LOST PROFITS, COSTS OF PROCUREMENT OF A SUBSTITUTE COMPONENT OR ANY OTHER LOSSES OR COSTS RESULTING FROM A COVERED COMPONENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE EXTENT SUCH STATE'S LAW IS APPLICABLE TO THESE TERMS.

(8) TIME LIMIT ON COMMENCING LEGAL ACTION.
ANY LEGAL ACTION OR CLAIM ARISING FROM OR RELATED TO THIS WARRANTY, IN CONTRACT OR OTHERWISE, MUST BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THAT CAUSE OF ACTION, OR BE BARRED FOREVER.

(9) To Obtain Service.
If the Owner discovers within the applicable coverage period a defect in material or workmanship, the Owner must promptly give notice to either Meritor WABCO or the dealer from which the vehicle was purchased. To obtain service, the vehicle must be taken to any participating OEM new truck and/or trailer dealer or authorized Meritor WABCO service location. The dealer will inspect the vehicle and contact Meritor WABCO for an evaluation of the claim. When authorized by Meritor WABCO, the dealer will repair or replace during the term of this warranty any defective Meritor WABCO component covered by this warranty.

(10) Entire Agreement.
This is the entire agreement between Meritor WABCO and the Owner about warranty and no Meritor, Meritor WABCO employee, or dealer is authorized to make any additional warranty on behalf of Meritor WABCO unless in writing and signed by an authorized representative of Meritor WABCO.

For more information on
Meritor WABCO Warranty, call
our OnTrac Customer Service team
at 866-OnTrac1 (866-668-7221)
or visit meritorwabco.com.

Litho in USA. Revised 06/17.
SP-1375 (47865/11900)
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Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Custom Cab
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The Pierce Custom Cab shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the cab tubular support and mounting structures and other structural components of the cab of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Cab

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the cab painted by Pierce shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship
Command Zone Electronics
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Command Zone control modules shall be free from failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty applies to all of the control modules for the Command Zone system, including the full color graphic displays. Related wire harnesses, cables and connectors are not covered under this limited warranty and are instead covered under the Pierce One Year Basic Apparatus Limited Warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

54 Months Material and Workmanship

Camera System

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Sharpvision camera system installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of delivery.**
Warranty Period Ends After:	**Fifty - Four (54) months**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship
Pierce 12V LED Strip Light

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**This limited warranty covers repairs to correct any defect related to materials or workmanship of the Pierce 12V LED strip lights installed on the apparatus occuring during the warranty period.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Year**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty does not apply to related wire harnesses, cables, and connectors, which are covered by the Pierce one (1) year basic apparatus limited warranty.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES
DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES —** This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED —** The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING —** Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS —** Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS —** To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION —** Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD —** The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

  Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0–24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0–24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0–36	No Limit	No Charge	No Charge
HT with Electronic Controls	0–60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0–60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION —** Defects and damage caused as the result of any of the following are not covered:
  - — Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
  - — Misuse of the vehicle;
  - — Installation into unapproved applications and installations;
  - — Alterations or modification of the transmission or the vehicle, and
  - — Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
  - — Anything other than defects in Allison Transmission material or workmanship

  NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.
- **CHASSIS, BODY, and COMPONENTS —** The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL —** Defects and damage caused by any of the following are not covered:
  - — Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
  - — Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE —** Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS —** Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS —** Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES —** Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP —** Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0616EN (201009)

Fire and Rescue Apparatus

Five (5) Year Material and Workmanship - Transmission Oil Cooler
Three (3) Year Collateral Damage Coverage

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The transmission cooler shall be free from component or structural failures caused by defects in material and/or workmanship. Collateral damage up to $10,000 per occurrence is available for the first three (3) years.**
Warranty Begins:	**The date of delivery to the first retail purchaser.**
Warranty Period Ends After:	**Five (5) Years on Oil Cooler and three (3) years on collateral damage coverage**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover repair due to accidents, misuse, and excessive vibration, flying debris, storage damage (freezing), negligence or modification. This warranty is void if any modification or repairs are performed without authorization. This also voids any future warranty.** **This warranty does not cover cost of maintenance or repairs due to lack of required maintenance services as recommended. Performance of the required maintenance and use of proper fluids are the responsibility of the owner.** **Towing is covered to the nearest distributor or authorized dealer only when necessary to prevent further damage to your transmission.** **Labor costs for the removal and reinstallation of goods may be covered when necessary to make repairs. Please contact your OEM for authorization.** **Replacement of cooler during the warranty period is limited to 100% of reasonable labor costs up to a maximum of $700 to remove, replace, or repair the oil cooler.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Effective 1 August, 2009

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

LIFETIME SERVICE WARRANTY

United Plastic Fabricating, Inc. (hereinafter called "UPF") warrants each POLY-TANK®, Booster/Foam Tank POLYSIDE® Wetside Tank, Integrator Tank/Body, ELLIPSE™ Elliptical Tank, Ellip-T-Tank Tank and DEFENDER™ Skid Tank to be free from defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in an emergency response for fire suppression). All UPF Tanks must be installed and operated in accordance with the UPF Installation and Operating Guidelines. Failure to do so can void the warranty.

Every UPF Tank is inspected and tested before leaving our facility. Should your UPF Tank require service, please notify UPF via email, fax, in writing or by calling UPF at 1-978-975-4520. Please provide the serial number, a description of the service request, the location along with the phone number and name of the contact person. Our goal is to have scheduled work completed within a reasonable time period.

Under a valid warranty claim, UPF will cover the cost to repair the UPF Tank including the customary and reasonable costs to make the tank accessible such as the removal and reinstallation of the tank if authorized in advance (pre-approved) by UPF. The warranty will not cover tanks that have been improperly installed, operated, misused, abused, or modified from its intended or designed use. Serial number must not have been altered, defaced or removed. Tanks that are not stored or installed properly which results in the tank suffering UV damage will not be covered by this agreement.

Should UPF determine that the service claim is valid under this warranty for a tank located outside of the United States and Canada, UPF will assume the costs for labor and material for the warranty repair as described above plus all travel costs to the U.S. port of embarkation. Costs for airline travel outside of the U.S. and Canada will not be the responsibility of UPF.

In the event the tank shall become stationed in an area of the world that is considered to be a war zone or where unsafe conditions exist for the safe passage of United States Nationals, as reported by the United States Department of State, (http://www.state.gov), and a request to perform service or warranty repairs, UPF reserves the right to refuse to honor such requests. It is the purchaser's responsibility to relocate the tank to an area where such repairs can be performed without undue risk to UPF employees or their designee. UPF will make every reasonable effort to support our products though alternative means.

For Ellipse™ elliptical tanks, a separate five year warranty provided by the subcontractor is applied to the sub-frames, chute linings (rubber isolation strips) and metal components. The stainless steel wrap provided by UPF shall be warranted by the subcontractor performing the wrap installation in accordance with their warranty in place at the time of the installation. UPF will not be liable for any warranty costs associated with the wrap, sub-frames, chute linings (rubber isolation strips) and metal components but will assist with all claims on behalf of its customer.

For PolySide® wetsided tanks and Integrator™ Tank/Body units, all polypropylene components related to the tank shall carry the standard UPF lifetime

Continued on back

UNITED PLASTIC FABRICATING, INC.

WARRANTY

FOR: POLY-TANK®, POLYSIDE®, INTEGRATOR™, ELLIPSE™, ELLIP-T-TANK™ & DEFENDER™

service warranty. Other polypropylene components, including but not limited to compartments, wheel wells, fenders and other body related components shall be warranted by UPF for a period of ten years. The warranty for the PolySide® and Integrator™ units excludes paint or hardware, which shall be covered by the manufacturer of the paint/hardware.

All UPF tanks 50 gallons or less utilized for non-fire applications and installed on specialty vehicles such as ATVs, trailers, boats, etc. are covered under a separate warranty policy available from UPF. Further, UPF Protector™ foam and water trailers are warranted under a separate warranty policy available from UPF.

This UPF warranty is transferable within the United States only with prior written approval by UPF (except an original apparatus manufacturer may assign this warranty to the first titled owner/lessee of the apparatus).

UPF will NOT reimburse any unnecessary work and/or work that has not been pre-approved. Any and all third party charges must be pre-authorized and approved in writing by UPF prior to commencing the work. Any unauthorized third party repairs, alterations, actions or modifications will not be covered and can void the warranty. UPF will be the sole determining authority as to whether a service claim will be valid and covered under this warranty.

In no event will UPF be liable for an amount in excess of the purchase price of the booster/foam tank at the time of manufacture or for any loss or damage, whether direct, indirect, incidental, consequential, or otherwise arising out of failure of its product. Loss of contents (water, foam, etc.) shall not be the responsibility of UPF. Further, UPF is not responsible for costs associated with service repairs to chassis, sub-frames, bodies, valves, dumps, hoses, pressure vacuum vents, and other components (i.e. liquid level transducers, etc.). Further, UPF will not cover the cost for travel of the vehicle to and from a repair facility.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly cancelled. UPF neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation or incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATION OR LIABILITIES ON THE PART OF UPF.

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PIERCE MANUFACTURING INC.

BULLETIN

TO: **All Dealer Service Representatives**

From: **Kevin Hanegraaf**

DATE: **January 4, 2010**

RE: **UPF Tank Warranty Policy – Truck in Accident**

Service Topic #292

To keep the UPF tank warranty valid on trucks that have been involved in a vehicular accident, it is UPF's policy that the customer must remove the tank from the truck and send it back to one of UPF's facilities for inspection. In the event that this does not take place, the warranty will be considered null and void.

The customer must remove and send the tank back to UPF for inspection in order to maintain the original warranty coverage, at which time it will be:

- *Filled with water*
- *Visually inspected*
- *Ultraviolet spark tested on articulating test stand in the dark*
- *Recommendation for repairs if necessary provided by UPF*
- *Fully evaluated and repaired by UPF*

If your customer chooses to leave the tank on the truck and wants a technician to inspect and/or repair the tank in the field, then **the warranty is no longer in effect**. This direction is upheld by UPF because the technician cannot inspect the entire tank when it is still installed on the truck.

Note: This memo is intended to relay the information Pierce has received on UPF's tank warranty for trucks that are in a vehicular accident. In the event of an actual claim, we direct you to consult with UPF's service Manager Maura Watts (800-638-8265 x253)

Fire and Rescue Apparatus

Ten (10) Year Structural Integrity
Apparatus Body
Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The apparatus body shall be free from structural failures caused by defects in material and workmanship**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the body tubular support and mounting structures and other structural components of the body of the vehicle model, as identified in the Pierce specifications for the Fire and Rescue Apparatus.** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

LIMITED WARRANTY

(Effective 07-08-2011)

SECTION 1 - WARRANTY TERMS

R•O•M Corporation ("R•O•M") warrants that the equipment and parts sold by it (collectively, the "Product") will be free from manufacturing defects for a period of up to 7 years from date of purchase provided that the Product is used under conditions of normal use, that regular periodic maintenance and service is performed and that the Product was installed in accordance with R•O•M's instructions.

The limited warranty is not transferable in the event the Product is sold, traded or transferred to another party.

SECTION 2 - EXCEPTIONS TO WARRANTY TERMS

2.1 R•O•M Replacement Parts:

a. Warranty period for manufacturing defects equivalent to warranty of original product.

2.2 R•O•M Roll-up Shutter Door / Horizontal Hose Bed Cover:

a. Warranty period for manufacturing defects is 7 years from the date of purchase (excluding electrical components).

b. *LED V3 Lightbar components* - Warranty period for manufacturing defects is 7 years from the date of purchase.

c. *Door ajar switch* - warranty period for manufacturing defects is 3 years from the date of purchase.

d. *All other electrical components* – warranty period for manufacturing defects is 1 year from the date of purchase.

e. Perfect Match Wet Paint System™:

- *PPG Delta / Delfleet*: Covered 100% for 84 months from date of purchase for excessive loss of gloss caused from cracking, checking and hazing. Covered 100% for 84 months from date of purchase for cracking or checking, peeling or de-lamination of the topcoat or other layer of paint.
- *Sikkens Autocoat LV:* Covered 100% for 84 months from date of purchase for items directly related to durability and appearance of the topcoat (gloss, color retention, cracking). Covered for 72 months from date of purchase, for items related to the integrity of the entire coating system (adhesion, peeling), coverage will be 100% for the first 36 months from date of purchase, from the 37th month to the 48th month from the date of purchase coverage will be 50%, from the 49th month to the 72nd month from date of purchase coverage will be 25%.
- *DuPont Performance Coating products – Imron and Imron Elite:* R•O•M warrants that finished areas will be free throughout the warranty period from: corrosion, blistering, cracking, peeling, hazing, chalking, delamination, and unreasonable loss of gloss throughout the entire finished area. Covered 100% for 60 months from date of purchase, coverage will be 75% from the 61st month to the 72nd month from the date of purchase, and coverage will be 50% from the 73rd month to the 84th month from date of purchase.
- *Other*: Contact factory.

2.3 R•O•M Extreme Cargo Tray and Slides:

a. Warranty period for manufacturing defects is 7 years from the date of purchase.

2.4 DuroLumen™ LED V3 Light:

a. Warranty period for manufacturing defects to the original consumer/purchaser is 7 years from the date of purchase.

2.5 LoadMaker™ Bulkhead (3" construction):

a. Warranty period for manufacturing defects is 1 year from the date of purchase.

b. *Core*: For the life of the bulkhead, the core will not delaminate or break from flexural movement along the length of the core.

2.6 Center ZoneMaker™ Bulkhead (2" construction):

a. Warranty period for manufacturing defects is 1 year from the date of purchase.

b. *Core*: For period of 5 years from date of purchase, the core will not delaminate or break from flexural movement along the length of the core.

2.7 T-WarrioR™ Bulkhead (3" construction):

a. Warranty period for manufacturing defects is 1 year from the date of purchase.

2.8 R•O•M RoadwarrioR™ and SidekicK™ Ramps, Carriers, Platforms, Ladders, etc...:

a. Warranty period for manufacturing defects is 1 year from the date of purchase.

2.9 R•O•M LinksGuard™ Chain Gates, Dock Gates, Truck Gates, etc…:

a. Warranty period for manufacturing defects is 1 year from the date of purchase.

SECTION 3 - EXCLUSIONS FROM WARRANTY

3.1 This limited warranty does not cover normal maintenance, service and adjustments or damage to Product relating to:

a. Accident, alteration, misuse, negligence, abuse, vandalism or physical damage;

b. Any repair, replacement or alteration by a facility not approved in advance by R•O•M;

c. Improper installation (including electrical damage caused by improper installation), failure to follow the installation instructions provided by R•O•M;

d. Use inconsistent with the instruction manual or abuse;

e. Use of equipment or parts not manufactured by R•O•M;

f. Fire, explosion, implosion, flood, earthquake, lightning strike, acid rain, chemical fallout, catastrophic event, or other act of God or nature;

g. Exposure to severe environmental conditions or excessive heat;

h. Exposure to chemicals and other substances (other than cleaning agents specifically recommended in the instruction manual);

i. Exposure to unintended uses and/or substances;

j. Acts or omissions of any carrier delivering the Products;

k. Any failure to care for or maintain the Products in accordance with the instruction manual;

l. Damage to the R•O•M Roll-up Shutter Door resulting from the door being left in the open position while the vehicle is in motion.

m. Damage to the R•O•M Roll-up Shutter Perfect Match Wet Paint System™ resulting from or relating to:

- Application or removal of stickers, decals, adhesive tapes or adhesives of any kind or other subsequently applied signs, artwork or lettering; or

- Accidents, scratches, abrasions, chips, bruises and gloss reduction to the Perfect Match Wet Paint System™ caused intentionally, accidentally or by normal vehicle use and maintenance; or
- Hazing, chalking, loss of gloss or peeling of the Perfect Match Wet Paint System™ caused by improper care, abrasive polishes, aggressive chemicals, cleaning agents, heavy-duty pressure washing or aggressive mechanical wash systems; or

n. Damage to the LoadMaker™, ZoneMaker™, or T-WarrioR™ bulkheads resulting from excessive compressive forces of any kind, any puncture, cutting, or ripping.

o. The DuroLumen™ LED V3 Light limited warranty does not apply to:

- Severe applications, such as off-road vehicles, construction equipment, buses, or external applications (these applications are examples only and are not all inclusive of such excluded applications); or
- Damage due to chemicals and or incompatible cleaners.

SECTION 4 - CONDITIONS OF WARRANTY

4.1 This limited warranty is conditioned upon and will be invalidated by failure to comply with the following conditions:

a. The Product and any ancillary equipment, components or parts must be installed in accordance with the instruction manual provided by R•O•M.

b. Regular maintenance and service must be performed on the Products;

c. The Products must be put to their intended use;

d. Replacement parts must be manufactured by R•O•M;

e. Complete compliance with the claims procedure set forth in Section 5 below; and

f. R•O•M must have received full and timely payment of all invoices issued to the customer.

SECTION 5 - NOTICE OF CLAIMS AND REPLACEMENT POLICY

5.1 Claims under this limited warranty must be in writing and presented to and received by R•O•M Corporation at 6800 East 163rd Street, Belton, Missouri 64012, within the applicable warranty period set forth in Sections 1 and 2 above. All claims must include the serial number of the Product, the name of the purchaser, and the date the alleged problem was discovered. Within 30 business days of receiving a written claim pursuant to Section 5.1, a member of R•O•M's staff will contact the customer and arrange for a time and place for a R•O•M representative to inspect the Products, if necessary. Alternatively, R•O•M may request the return of the Product.

If R•O•M instructs the customer to return the Products to R•O•M, the item will be assigned a Return Goods Authorization ("RGA") number and the item must be returned to R•O•M within 30 days of the RGA number being assigned. If the item is not returned within 30 days of the assignment of the RGA number, this limited warranty will terminate and R•O•M will have no further liability or obligation with respect to that Product.

5.2 After a representative of R•O•M inspects the Products or assesses the problem, R•O•M will take appropriate action, in its sole discretion, to remedy the alleged problem. If the claim is for a manufacturing defect, R•O•M must be satisfied, in its sole discretion, that the Products were defective at the time it left R•O•M's factory.

5.3 If R•O•M ships replacement parts prior to the receipt of the allegedly defective part, the replacement part at R•O•M's discretion will be invoiced FOB Belton, Missouri and upon receipt of the allegedly defective part, R•O•M will credit the customer's account, if R•O•M determines, in its sole discretion, that the returned part is covered by this limited warranty.

5.4 Labor reimbursement up to 3 years. R•O•M will determine, at it's own discretion, the amount of time that it will reimburse for any labor associated with this limited warranty, depending on the nature of the claim. R•O•M will not reimburse any labor connected with the removal or reinstallation of adhesives, decals, stickers, tapes, etc… R•O•M may reimburse for labor with prior approval from an authorized R•O•M representative strictly adhering to the guidelines listed below. This authorization will

pay for removal, replacement and reinstallation of the allegedly defective Product. Warranty coverage only applies to original equipment supplied by R•O•M and does not extend to door attachments including (but not limited to) decals, emblems, stripes and adhesives, equipment removal, compartment configurations (i.e.: false walls, shelves), etc… Reimbursement is for repairs only, travel to and from truck location is not covered.

Guidelines – maximum allowance:

R•O•M Roll-up Shutter Doors and Parts:

- 1 Door 1.5 hours
- 1 Curtain (slats) 1.5 hours
- 1 Door Ajar Switch 1.0 hour
- Other Contact Factory
- 1 Bottom Rail Assembly 1.0 hour
- 1 Slat Replacement 1.5 hours
- 1 Operator 1.5 hours

Other R•O•M Products: (Contact Factory)

Maximum reimbursement rate is $60.00 per hour.

SECTION 6 - REMEDY

6.1 The customer's exclusive remedy under this limited warranty is the repair or replacement of the Product, as determined by R•O•M in its sole discretion.

SECTION 7 - LIMITATION OF LIABILITY

7.1 THE LIMITED WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY R•O•M CORPORATION, AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. R•O•M CORPORATION SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PUNATIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST SALES, OR INJURY TO PERSON OR PROPERTY. NO REMEDY FOR SUCH DAMAGES SHALL BE AVAILABLE REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY.

7.2 NO STATEMENT MADE BY ANY PERSON WITH RESPECT TO ANY PRODUCT SHALL CONSTITUTE A WARRANTY, BE RELIED UPON ANY CUSTOMER OR BE DEEMED PART OF THIS LIMITED WARRANTY OR ANY SALE AGREEMENT BETWEEN R•O•M AND THE CUSTOMER.

SECTION 8 – CHANGED, RETURNED OR CANCELLED ORDERS

8.1 Changed orders: Alterations or modifications requested within 10 working days (15 working days for painted orders) of the scheduled ship date could result in additional charges for incurred material and labor costs, and may effect the delivery date.

8.2 Cancelled orders: Cancelled orders are subject to a 10% cancellation fee.

8.3 Returned items: With prior approval goods may be returned within 10 business days of invoice date (excludes custom made products & parts). Returned goods are subject to a 15% restocking fee. No credit allowed for goods returned without prior approval.

Waterous Seven-Year Limited Warranty

WATEROUS warrants, to the original Buyer only, that products manufactured by WATEROUS will be free from defects in material and workmanship under normal use and service for a period of seven (7) years from the date the product is first placed in service, or seven and one-half (7-1/2) years from the date of shipment by WATEROUS, whichever period shall be the first to expire; provided the Buyer notifies WATEROUS, in writing, of the defect in said product within the warranty period, and said product is found by WATEROUS to be nonconforming with the aforesaid warranty. When required in writing by WATEROUS, defective products must be promptly returned by Buyer to WATEROUS at WATEROUS' plant at South St. Paul, Minnesota, or at such other place as may be specified by WATEROUS, with transportation and other charges prepaid. A Returned Material Authorization (RMA) is required for all products and parts and may be requested by phone, fax, email, or mail. The aforesaid warranty excludes any responsibility or liability of WATEROUS for:

(a) damages or defects due to accident, abuse, misuse, abnormal operating conditions, negligence, accidental causes, use in non-firefighting applications, or improper maintenance, or attributable to written specifications or instructions furnished by Buyer;

(b) defects in products manufactured by others and furnished by WATEROUS hereunder, it being understood and agreed by the parties that the only warranty provided for such products shall be the warranty provided by the manufacturer thereof which, if assignable, WATEROUS will assign to Buyer, if requested by Buyer;

(c) any product or part, altered, modified, serviced or repaired other than by WATEROUS, without its prior written consent;

(d) the cost of dismantling, removing, transporting, storing, or insuring the defective product or part and the cost of reinstallation; and

(e) normal wear items (packing, strainers, filters, light bulbs, anodes, intake screens, mechanical seals, etc.).

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, SHALL WATEROUS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PERSONAL INJURY OR PROPERTY DAMAGES.

The exclusive remedy of Buyer and the sole liability of WATEROUS, whether based on contract, warranty, tort or any other basis of recovery whatsoever, is expressly limited at the election of WATEROUS to:

(a) the replacement at the agreed point of delivery of any product or part, which upon inspection by WATEROUS or its duly authorized representative, is found not to conform to the limited warranty set forth above, or

(b) the repair of such product or part, or

(c) the refund or crediting to Buyer of the net sales price of the defective product or part.

BUYER'S REMEDIES CONTAINED HEREIN ARE EXCLUSIVE OF ANY OTHER REMEDY OTHERWISE AVAILABLE TO BUYER.

Waterous Company
125 Hardman Avenue South
South St. Paul, MN 55075 USA
www.waterousco.com

WATEROUS

F-2891 (04/15/20)

Fire and Rescue Apparatus

Ten (10) Year Material and Workmanship Stainless Steel Piping

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Stainless steel piping shall be free from structural failures caused by defects in material and workmanship, or perforation caused by corrosion.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years - or - 100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the stainless steel piping or components which Pierce determines to have failed due to defective material and workmanship, or perforation caused by corrosion.** **This warranty does not cover the use of fluoroprotein (FP) type foam. The sodium chloride within FP foam can cause long-term damage to system components if not thoroughly flushed immediately after use.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Twenty (20) Year Structural Integrity
Pierce Aerial Device

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each new Pierce Aerial Device shall be free from defects in material and workmanship.** **Aerial Device Models Covered by this warranty include:** **Aerial Platforms** **Aerial Ladders** **SkyBoom**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Twenty (20) Years** **- or -** **100,000 Miles**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty applies only to the torque box, turntable, aerial sections and other structural components of the aerial device, as identified in the Pierce specifications for the aerial device. This warranty shall be void if, or to the extent that the aerial device is not maintained in strict compliance with NFPA Standard 1911 in effect at time of sale, including such periodic inspections and testing by qualified third parties as are required by that Standard as it may be in effect from time to time. Proof of such compliance shall accompany any claims under this warranty. Third party testing agencies known to Pierce to be qualified for such purposes may be obtained from the Pierce Customer Service Department** **This warranty does not apply to damage caused by corrosion.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

AMITY FIRE AND SAFETY, INC.
3750 CHESTNUT ROAD
ALBURTIS, PA 18011-0451
Phone: 610-966-3115
Fax: 610-965-6313

* STANDARD FIVE YEAR WARRANTY *

(standard warranty is in effect for parts shipped after 4/15/10)

Three Function Swivel

A. PRESHIPMENT TESTING The Three Function Swivel fabricated by Amity which is exposed to pressure during normal use is subject to final inspection using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.
2. Hydraulic applications will be tested to 4000 PSI. System operating pressure in application to be 3000 PSI maximum.
3. Dielectric and Continuity Test all circuits. 30 Amp max current loading.

B. THREE FUNCTION SWIVEL MAINTENANCE – Our Three Function Swivel has been fully tested at assembly. Under no circumstances is there to be any maintenance performed internally or externally to the Three Function Swivel by Purchaser or any other third party other than an authorized representative of or Amity itself. The Three Function Swivel is sealed and must remain so. The Three Function Swivel is designed for a long maintenance free life. Should any problems occur or replacement be necessary, first contact Amity. There is to be no field maintenance performed on the Three Function Swivel .

C. MOUNTING REQUIREMENTS – The following are the mounting requirements for the Three Function Swivel:

1. Mounting points and methods are to be determined at the initial design stage. All drawings and applicable documentation must be signed off by both parties and filed for future reference. No deviation to the approved mounting is allowed without approval from Amity.
2. The Three Function Swivel is to be mounted concentric to the center of the turntable bearing.
3. All inlet and outlet plumbing to conform to swivel mounting, under no circumstances is the Three Function Swivel to be positioned to match connections. This will avoid putting excessive loads on the Three Function Swivel. All tubing or piping to be supported by means other than the Three Function Swivel.

D. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.

1. The Three Function Swivel is warranted to be free of defects in labor and/or materials for a period of five (5) years from the Date of Service. For purposes here, “Date of Service” shall mean the date when the Three Function Swivel, or the unit to which the Three Function Swivel is incorporated, passes final Underwriters Laboratory testing, or similarly compliant testing, and is certified for service. Evidence of such Date of Service shall be required in connection with any warranty claim by Purchaser.
2. The Three Function Swivel shall be repaired or replaced at the sole option and expense of the Amity provided the Three Function Swivel alleged to be defective was used for its intended normal use of operation and subject to the following qualifications and limitations.
3. Any alteration of the Three Function Swivel without consent from Amity is strictly forbidden and shall void warranty.
4. No welding shall be performed on finished Three Function Swivel.
5. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water or hydraulic systems such as, but not limited to stones, sand or metal chips.
6. Amity assumes responsibility for our Three Function Swivel, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our Three Function Swivel unless it agrees in writing to assume such responsibility.
7. Unless otherwise approved in writing by the Amity all returns of defective Three Function Swivels (or allegedly defective Three Function Swivels) are at Purchaser’s expense and must include a RGA number issued by the Amity.

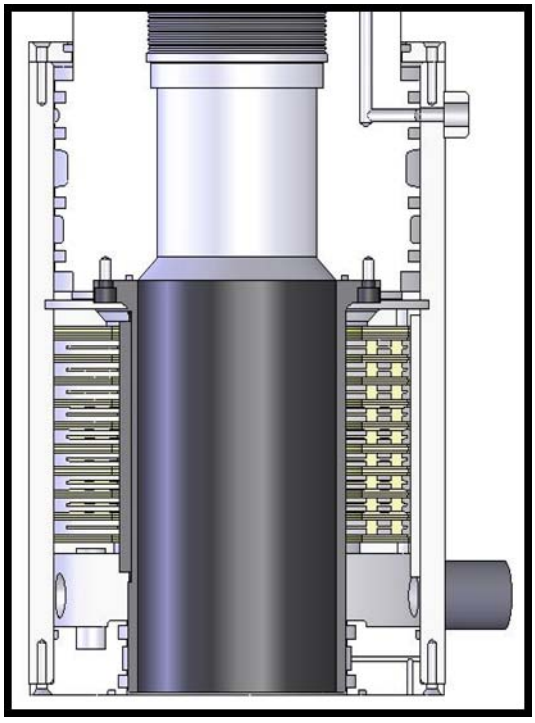
8. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
9. Amity will not be held liable for damage incurred during shipment.
10. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Three Function Swivel and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF FIVE YEARS IS FROM THE DATE OF SERVICE WITH THE UNDERSTANDING IT IS INSTALLED WITHIN A REASONABLE TIME PERIOD.

Dated: _____ ____, 20__





Fire and Rescue Apparatus

Five (5) Year Material and Workmanship Aerial Hydraulic System Components

Three (3) Year Material and Workmanship Aerial Hydraulic System Seals

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**The aerial hydraulic system components and seals shall be free from component or structural failures caused by defects in material and/or workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Five (5) Years and Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**Pierce's obligation under this warranty is limited to repairing or replacing without charge, as Pierce may elect, the hydraulic lines, fittings, valves, seals, cylinders, filters, pumps, hydraulic motors, rotary actuators, or components which Pierce determines to have failed due to defective material and workmanship.** **This warranty shall not apply unless the aerial device is inspected in accordance with NFPA 1911 Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus and the applicable Pierce Operator and Maintenance Manuals.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

AMITY FIRE AND SAFETY, INC.
3750 CHESTNUT ROAD
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* STANDARD TEN YEAR WARRANTY *

(standard warranty is in effect for parts shipped after 4/15/10)

Telescopic Waterways

A. PRESHIPMENT TESTING All waterways fabricated by Amity are final inspected using the following pressure minimums:

1. Hydrostatic applications will be tested to 400 PSI unless specified otherwise on approved drawings. Operating pressures on installed systems are not to exceed 250 PSI at any point in the system. Warranty will be voided and Amity will not be held liable for failure and/or damage occurring from Water Hammering or freezing of water in any system.

B. COMPONENTS DESCRIPTION AND MAINTENANCE

1. All components are thoroughly greased at assembly. Since internally lubricated seals are used, regular greasing is not required. We recommend components not be greased at installation.
2. Slip Tube Assemblies may be greased at the Amity's regularly scheduled Aerial Inspections. The seals in the Slip Tube Assemblies are self-lubricating, so greasing is not mandatory. We do recommend a visual inspection of the Slip Tube Assembly while it is fully extended after initial installation, from that point on we recommend inspection every ten hours of aerial operation. If any deposits of aluminum appear, they are to be rubbed off using a Teflon scouring pad. Slip Tube Assemblies are designed to give long maintenance free service; however, like any product, problems may occur and periodic visual inspections will aid in determining if a potential problem exists and warrants a call to us. Care must be taken to keep debris off of extended tubes. We recommend wiping tubes with light oil (10 weight) or hydraulic oil after use, if tubes appear to have contamination on them. Under no circumstance are tubes to be cleaned with lacquer thinner, or any other solvent.

C. LIMITED WARRANTY, LIMITATIONS, CONDITIONS AND PROCEDURES REQUIRED.

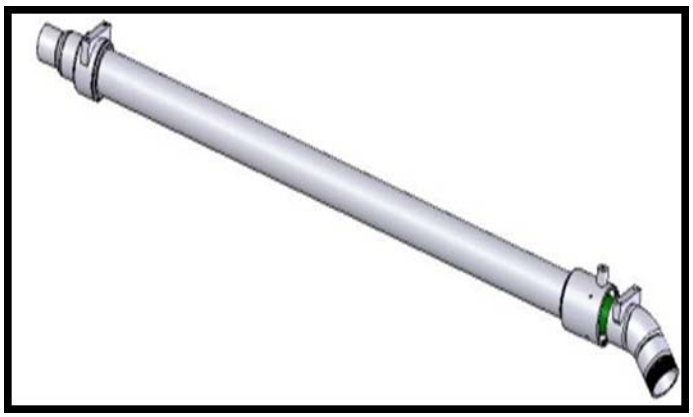
1. Products are warranted to be free of defects in labor and/or materials for a period of ten years from the date of purchase from the Amity and shall be repaired or replaced at the sole option and expense of the Amity provided the products alleged to be defective was used for its intended normal use operation and subject to the following qualifications and limitations.
2. Any alteration of product without consent from Amity is strictly forbidden and shall void warranty.
3. No welding shall be performed on finished product.
4. No responsibility is assumed for any malfunctions or damages which are occasionally caused by foreign objects which may be ingested into water system such as, but not limited to stones, sand or metal chips.
5. Amity assumes responsibility for our product, which is defective only, and therefore, it will not assume responsibility for labor to either remove or install our product unless it agrees in writing to assume such responsibility.
6. Unless otherwise approved in writing by the Amity all returns of defective (or allegedly defective products) are at Purchaser's expense and must include a RGA number issued by the Amity.
7. All warranty claims must be presented at the time the problem occurs, or as soon as practical thereafter, either called or faxed to the Amity and include the numbers on the assembly's Amity's label with a detailed explanation of the difficulty in order for the matter to be appropriately evaluated and resolved.
8. Amity will not be held liable for damage incurred during shipment.
9. No responsibility shall be assumed for misuse or improper mounting, unreasonably use or abuse of the Product and or failure to provide or use improper maintenance, failure to follow written installation and use in instruction or any use other than the customary designed use.

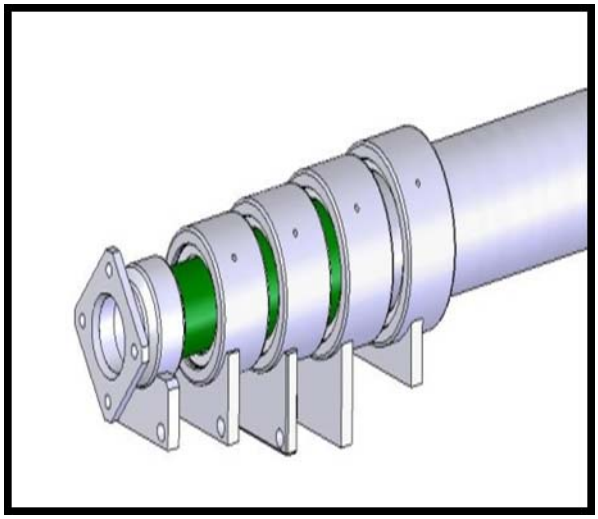
THE REMEDIES PROVIDED IN THE ABOVE EXPRESS LIMITED WARRANTY AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE. NO OTHER EXPRESS WARRANTIES ARE MADE. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE OR USE ARE LIMITED IN DURATION AS SET FORTH ABOVE. IN NO EVENT SHALL THE AMITY ASSUME OR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE WITHIN DESCRIBED WARRANTY SHALL ONLY BE AFFORDED TO THE ORIGINAL PURCHASER OR FOR INCORPORATION INTO ANOTHER UNIT AND TO FIRST PURCHASER AS PART OF COMPLETED UNIT, HOWEVER, THE WARRANTY PERIOD OF TEN YEARS COMMENCES UPON INSTALLATION INTO FINAL ASSEMBLY WITH THE UNDERSTANDING IT IS INSTALLED WITHIN SIX MONTHS OF PURCHASE.

Dated: _____ ____, 20___





Fire and Rescue Apparatus

Four (4) Year Pro-Rated Paint and Corrosion Aerial Device

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Aerial device shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection for exterior surfaces.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Four (4) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-24 months 100%** **25-48 months 50%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-24 months 100%** **25-48 months 50%** **Corrosion: Dissimilar Metal and Crevice** **0-24 months 100%** **25-48 months 50%** **Corrosion Perforation** **0-24 months 100%** **25-48 months 50%** **This limited warranty applies only to exterior paint.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Ten (10) Year Pro-Rated Paint and Corrosion Custom Body

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Exterior surfaces of the body shall be free from blistering, peeling, corrosion or any other adhesion defect caused by defective manufacturing methods or paint material selection.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Ten (10) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This limited warranty is applicable to the vehicle in the following percentage costs of warranty repair, if any:** **Topcoat Durability & Appearance: Gloss, Color Retention & Cracking** **0-72 months 100%** **73-96 months 50%** **97-120 months 25%** **Integrity of Coating System: Adhesion, Blistering/Bubbling** **0-36 months 100%** **37-84 months 50%** **85-120 months 25%** **Corrosion: Dissimilar Metal and Crevice** **0-36 months 100%** **37-48 months 50%** **49-72 months 25%** **73-120 months 10%** **Corrosion Perforation** **0-120 months 100%** **This limited warranty applies only to exterior paint. Paint on the vehicle's interior is warranted only under the Pierce Basic One Year Limited Warranty.** **Items not covered by this warranty include:** **(a) Damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).** **(b) UV paint fade.** **(c) Any cab not manufactured by Pierce.**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Fire and Rescue Apparatus

Three (3) Year Material and Workmanship
Goldstar® Gold Leaf Lamination

Limited Warranty

1. LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, Pierce Manufacturing provides the following warranty to the Buyer:

Coverage:	**Each Goldstar® gold leaf lamination shall be free from defects in material and workmanship.**
Warranty Begins:	**The date of the original purchase invoice (issued when the product ships from the factory).**
Warranty Period Ends After:	**Three (3) Years**
Conditions and Exclusions: **See Also Paragraphs 2 thru 4**	**This warranty does not cover damage from lack of maintenance and cleaning (proper cleaning and maintenance procedures are detailed in the Pierce operation and maintenance manual).**

This limited warranty shall apply only if the product is properly maintained in accordance with Pierce's maintenance instructions and manuals and is used in service which is normal to the particular model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Pierce in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period. THIS LIMITED WARRANTY MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED BY THE BUYER TO ANY SUBSEQUENT USER OR PURCHASER OR TO ANY OTHER PERSON OR ENTITY.

Notwithstanding anything to the contrary herein, Pierce makes no warranty whatsoever as to:

(a) any integral parts, components, attachments or trade accessories of or to the product that are not manufactured by Pierce, including but not limited to engines, transmissions, drivelines, axles, water pumps and generators; with respect to all such parts, components, attachments and accessories, Pierce shall assign to Buyer the applicable warranties, if any, made by the respective manufacturers thereof;

(b) any vehicle, chassis, or component, part, attachment or accessory damaged by misuse, neglect, fire, exposure to severe environmental or chemical conditions, acidic environment, improper maintenance, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot;

(c) any vehicle, chassis or component, part, attachment or accessory that has been repaired, altered or assembled in any way by any person or entity other than Pierce which, in the sole judgment of Pierce, adversely affects the performance, stability or purpose for which it was manufactured; or

(d) products or parts which may in the ordinary course wear out and have to be replaced during the warranty period, including, but not limited to, tires, fluids, gaskets and light bulbs. Pierce assumes no responsibility for the assembly of its parts or subassemblies into finishing products or vehicles unless the assembly is performed by Pierce.

The original purchaser may void this warranty in part or in its entirety if the product is repaired or replaced (a) without prior written approval of the Pierce Customer Service Department; or (b) at a facility which has not been approved by Pierce as to technical capability. Any repairs, modifications, alterations or aftermarket parts added after manufacture without the authorization of Pierce may void this warranty.

2. DISCLAIMERS OF WARRANTIES

THE WARRANTY SET FORTH IN PARAGRAPH 1 IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PIERCE. PIERCE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

3. BUYER'S EXCLUSIVE REMEDY.

If the product fails to conform to the warranty set forth in paragraph 1 during the warranty period, and such nonconformity is not due to misuse, neglect, accident or improper maintenance, Buyer must notify Pierce within the time period specified in paragraph 1, and shall make the product available for inspection by Pierce or its designated agent. At the request of Pierce, any allegedly defective product shall be returned to Pierce by Buyer for examination and/or repair. Buyer shall be responsible for the cost of such transportation, and for risk of loss of or damage to the product during transportation. Within a reasonable time, Pierce shall repair or replace (at Pierce's option and expense) any nonconforming or defective parts. Repair or replacement shall be made only by a facility approved in advance in writing by Pierce. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY BREACH OF WARRANTY.

4. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Notwithstanding anything to the contrary herein or in any agreement between Pierce and Buyer, IN NO EVENT SHALL PIERCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO VEHICLES OR OTHER PRODUCTS SOLD BY PIERCE, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER PIERCE HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Pierce specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

Note: Any Surety Bond, if a part of the sale of the vehicle as to which this limited warranty is provided, applies only to this Pierce Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Pierce in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Pierce) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-614– approving a purchase order for radios purchased from Motorola Solutions, Inc.

MEETING DATE
December 20, 2021

ORIGINATING DEPT
Emergency Communications

ATTACHMENTS
CB2021-614 Ordinance; Motorola Solutions, Inc.,Quote 1483470, Motorola Sole Source Letter.

REVIEWED BY
Dept. Head: Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a purchase order between the City of Joplin, Missouri and Motorola Solutions Inc. for the purchase of budgeted radios.

BACKGROUND
The City of Joplin has been utilizing Motorola radios for public safety. The current 2021-22 fiscal year budget contains the purchase of additional radios was approved by council.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Joplin Police Department.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2021-614 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of Three Hundred Eighty-Six Thousand, Eight Hundred Sixty-Six Dollars and 60/100 Dollars ($386,866.60) for the purchase of portable and mobile radios; and containing an emergency clause.

WHEREAS, Motorola Solutions is the sole source provider of the City of Joplin public safety radios; and,

WHEREAS, in the FY2021 budget process, Council approved and budgeted funds to cover the cost of radios.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc. covering the purchase of radios, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) 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 Ordinance approves an appropriation that is budgeted with payment due immediately.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MOTOROLA SOLUTIONS







JOPLIN, CITY OF

APX for 21-22 Budget

06/07/2021

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

Shipping Address:
City of Joplin Police Dept.
303 E. Third St
JOPLIN, MO 64801
US

Quote Date:06/07/2021
Expiration Date:09/05/2021
Quote Created By:
Denise Gibbs
Account Manager
Denise.Gibbs@
motorolasolutions.com
3122703935

End Customer:
JOPLIN, CITY OF
Brian O'Dell

Contract: 21810 - JOHNSON COUNTY (KS)

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	39	$3,595.00	$2,157.00
1a	H869BZ	ENH: MULTIKEY	39	$363.00	$217.80
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	39	$110.00	$66.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	39	$330.00	$198.00
1d	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	39	$879.00	$527.40
1e	Q887AU	ADD: 5Y ESSENTIAL SERVICE	39	$227.00	$227.00
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	39	$165.00	$99.00
1g	QA09001AB	ADD: WIFI CAPABILITY	39	$330.00	$198.00
1h	H38BT	ADD: SMARTZONE OPERATION	39	$1,320.00	$792.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	39	$567.00	$340.20
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	39	$163.00	$97.80
3	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	39	$133.00	$79.80
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	39	$157.00	$94.20
5	Incentive	Expiration Date: 12/23/2021	1	-$40,000.00	-$40,000.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
6	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	44	$3,253.00	$1,951.80
6a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	44	$0.00	$0.00
6b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	44	$879.00	$527.40
6c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	44	$352.00	$352.00
6d	G66BJ	ADD: DASH MOUNT E5 APXM	44	$138.00	$82.80
6e	G51AU	ENH: SMARTZONE OPERATION APX6500	44	$1,320.00	$792.00
6f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	44	$0.00	$0.00
6g	GA09001AA	ADD: WI-FI CAPABILITY	44	$330.00	$198.00
6h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	44	$66.00	$39.60
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	44	$0.00	$0.00
6j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	44	$15.00	$9.00
6k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	44	$567.00	$340.20
6l	GA01670AA	ADD: APX E5 CONTROL HEAD	44	$717.00	$430.20
6m	W22BA	ADD: STD PALM MICROPHONE APX	44	$79.00	$47.40
6n	W969BG	ADD: MULTIKEY OPERATION	44	$363.00	$217.80

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price
6o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	44	$330.00	$198.00

Subtotal	$695,217.00
Total Discount Amount	$308,350.40
Grand Total	$386,866.60(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Telephone: 1847-576-5000
Fax: 1312 614 4295

December 13, 2021

City of Joplin
303 E 3rd St, Joplin,
MO 64801

To Whom it May Concern,

This letter is in reference to the purchase City of Joplin is looking to make for new APX Radios. The City of Joplin radio system is a Motorola Solutions ASTRO system. This system was competitively bid and awarded to Motorola Solutions for a citywide mission critical communications for public safety users.

The APX radios, which were competitively bid, are listed on State Contract via the Missouri Office of Administration under contract number CT200459001, as well as the Johnson County, KS cooperative purchasing contract.

The APX series of radios are the only radios capable of performing Location on PTT on the City of Joplin's ASTRO radio system. Only the APX series of radios can perform this feature, and Motorola Solutions is the sole provider of APX radios.

Additionally, the APX series of radios are already in use by the City of Joplin.

If you have any further questions please contact your Motorola Account Manager Denise Gibbs at 312-270-3935 or denise.gibbs@motorolasolutions.com

Joplin Complete Streets Ordinance

Vision and Intent

Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trail systems, including pedestrians, bicyclists, trolley users, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Complete Streets principles contribute to the safety, health, equity, and economic viability of a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations and improving the transportation environment throughout the City of Joplin.

The City of Joplin intends to formalize the planning, design, operation and maintenance of streets so they are safe for all ages and abilities and provide a multimodal transportation network.

Diverse Users

Joplin recognizes that users of various modes of transportation, including, but not limited to, pedestrians, bicyclists, transit users, motorists, emergency responders, freight and commercial drivers, are legitimate users of the transportation network and deserve safe facilities. “All Users” includes users of all ages and abilities.

While this ordinance applies throughout the community, Joplin shall develop plans and set goals to prioritize and ensure the successful implementation of Complete Streets in neighborhoods which have experienced historic underinvestment, poor health outcomes, or can be otherwise categorized as low-income neighborhoods. “Low-income neighborhoods” are defined as neighborhoods where 51% or more of residents are low-income.

Full Commitment

The City of Joplin recognizes that all transportation projects must apply Complete Streets design principles; this shall include new projects, reconstruction, or maintenance. Joplin will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide a comprehensive and integrated street network of facilities for people of all ages and abilities.

While any such Complete Streets projects are being constructed or repaired, Joplin will ensure that appropriate accommodations are provided to support the safe, reliable movement of all users within the project area, regardless of their preferred mode of transportation.

Clear Exceptions

Transportation infrastructure may only be excluded where documentation and data indicate that the costs or impacts of accommodation are excessively

disproportionate to the need or probable use or future use upon approval of the Complete Streets Committee.

Any and all documentation or data provided for the purpose of demonstrating a proposed exception must be made publicly available and identified as such via public notice at least 30 days prior to granting said exception.

Jurisdiction

Implementation of the Joplin Complete Streets ordinance will be carried out cooperatively within all relative departments in Joplin and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Joplin shall, when applicable, work to encourage collaboration across jurisdictions within its borders on appropriate projects.

Implementation of the Joplin Complete Streets ordinance will be carried out by the Complete Streets Committee. The Complete Streets Committee will be made up of internal City of Joplin staff and community members from the following groups:

- Department of Public Works
- Department of Planning, Development and Neighborhood Services
- Department of Parks and Recreation
- Department of Health
- Convention and Visitors Bureau
- Joplin Trails Coalition
- Trails and Connectivity Working Group
- 2 Representatives from neighborhoods which have experienced historic underinvestment, poor health outcomes, or can be otherwise categorized as low-income neighborhoods.

Joplin shall train pertinent staff and decision-makers on the content of Complete Streets principles and best practices for implementing policies. Such a training opportunity must occur at least once per calendar year.

Design

Complete Streets design recommendations shall be incorporated into all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the City of Joplin as well as projects funded by the State and/or Federal government shall adhere to Joplin's Complete Streets policy.

The Joplin Complete Streets policy will focus on developing a connected, integrated network that serves all road users. Complete Streets will be integrated into policies, planning, and design of all types of public and private projects, including new

construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

To the greatest extent possible, Joplin shall work to incorporate native plant species and sustainable landscaping elements into Complete Streets projects.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets. A list of guiding documents will be maintained and updated by the Complete Streets Committee and can be found on the Complete Streets page of the City of Joplin website.

Land Use and Context Sensitivity

The endeavor to reorient Joplin towards the principles of Complete Streets also necessitates a greater consideration for how transportation intersects with broader land use decisions. As a result, all new or revised land use policies, plans, zoning ordinances, and other documents shall be required to specify how they will support Complete Streets.

In order to ensure that full consideration is being given to Joplin's physical, economic, and social setting, Complete Streets principles, in both development and implementation, shall include community context as a factor in decision making. The context-sensitive approach will include a range of goals by giving significant consideration to stakeholder and community values. The overall goal of this approach is to preserve and enhance scenic and historic resources while improving or maintaining safety, mobility, and infrastructure conditions.

Such significant changes, while necessary, can impose a burden on vulnerable communities if significant care is not taken from the outset to discover and avoid such harms. Thus, to the greatest extent possible, when implementing this policy, Joplin shall work to identify and mitigate unintended consequences, such as involuntary displacement due to the rising costs of living.

Performance Measures

In order to monitor and fully understand progress that is being made towards the implementation of Complete Streets, Joplin shall establish internal and external performance measures as part of the Complete Streets policy.

Joplin shall use the categories and metrics listed below to measure the internal implementation of the Complete Streets policy:

Category	**Metrics**
Policy	Number of policies updated to comply with the Complete Streets policy
	Number of exemptions granted
Personnel	Number of staff trainings completed
	Number of community engagement activities

Joplin shall use the categories and metrics listed below to measure the external implementation of the Complete Streets policy:

Category	Metrics
Safety	Number of crashes resulting in fatalities and/or serious injury
	Crash location
Infrastructure	Amount of new sidewalks built
	Amount of existing sidewalks repaired
	Amount of new trails and/or bike lanes built
	Number of connective* projects completed
Usage	Number of users on existing infrastructure
	Number of users on new infrastructure
	Breakdown of transportation mode usage on existing roadways

*Connective projects link existing infrastructure, e.g., a project that connects two trails via bridge.

Additionally, the data related to external performance measures outlined within this policy shall be disaggregated to measure how implementation affects neighborhoods with historic disinvestment, poor health outcomes, and areas with diminished access to transportation options.

Data related to both the internal and external performance measures outlined within this policy shall be collected, analyzed, and released to the public every two years.

Project Selection Criteria

Joplin shall establish criteria to encourage funding prioritization for Complete Streets implementation with at least the following principles in mind:

- Connectivity – connecting existing infrastructure to existing infrastructure and creating additional connections to community assets (including, but not limited to, businesses, schools, community centers, city halls, medical facilities, parks, voting locations, or libraries)
- Multimodality – implementing projects that expand infrastructure for modes of transportation other than the car
- Economic Development – proposed project supports broader efforts to enhance economic development
- Equity – project will broaden transportation options for neighborhoods with limited connectivity to community assets

Implementation Steps

Joplin shall make Complete Streets practices a routine part of everyday operations when feasible, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

Joplin shall work to revise all related procedures, plans, regulations and other necessary processes to adhere to the principles of this policy within five years of its adoption.

Further, Joplin will work to ensure that this policy remains in accordance with the optimal standards of the latest policy elements as authored by the National Complete Streets Coalition.

The Complete Streets Committee, in collaboration with appropriate staff, shall collect and publicize the performance measures identified in this policy. The committee should also use community engagement to educate the public about the principles of Complete Streets.

In addition to this policy, Joplin shall look for opportunities to curb dangerous driving behavior, including but not limited to, distracted driving and excessive speeding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-408 – approving a Complete Streets ordinance for the City of Joplin.

ORIGINATING DEPARTMENT
Planning, Development, and Neighborhood Services

MEETING DATE
December 20, 2021

REVIEWED BY
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY
Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trail systems, including pedestrians, bicyclists, trolley users, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities. Complete Streets principles contribute to the safety, health, equity, and economic viability of a community by providing accessible and efficient connections between home, school, work, recreation, and retail destinations and improving the transportation environment throughout the City of Joplin.

This ordinance formalizes the planning, design, operations, and maintenance of our streets so they are safe for all ages and abilities and provide a multimodal transportation network.

BACKGROUND
In 2020, the City of Joplin was selected to participate in the Active Living Community of Practice program through the Missouri Department of Health and Senior Services. This program provided technical support for Missouri communities to adopt active transportation policies and create plans for activity friendly routes that link everyday destinations. These resources were used to develop a draft Complete Streets ordinance for the City of Joplin.

The Joplin Complete Streets ordinance creates a formalized process for reviewing transportation projects to ensure context-sensitive design for all users of the roadway. Additionally, the ordinance forms a Complete Streets Committee made up of City of Joplin staff and external community stakeholders to review transportation projects and ensure alignment with Complete Streets principles.

FUNDING SOURCE
No additional funding is required for this ordinance.

RECOMMENDATION
Staff recommends approval of the Complete Streets ordinance.

ATTACHMENTS
CB2021-408; Complete Streets ordinance, “Exhibit A”

COUNCIL BILL NO. 2021-408 ORDINANCE NO.

AN ORDINANCE approving a Complete Streets program for the City of Joplin.

WHEREAS, Complete Streets are designed and operated to provide safety and accessibility for all users of our roadways and trail systems, including pedestrians, bicyclists, trolley users, motorists, emergency vehicles, freight and commercial vehicles, and people of all ages and abilities; and

WHEREAS, Complete Streets principles contribute to the safety, health, equity, and economic viability of a community by providing accessible and efficient connections between home, school, work, recreation, and retail destination; and

WHEREAS, a Complete Street Network provides many benefits to our residents, including the potential for cleaner air, better health outcomes, reduced traffic congestion, more livable communities, and more efficient use of resources;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1 – The City Council hereby adopts the "Complete Streets Policy," attached hereto as "Exhibit A."

Section 2 – The City Council directs the City Manager to ensure that the Department of Planning, Development and Neighborhood Services and the Department of Public Works follow the Complete Streets Policy in the planning and implementation of all street construction, reconstruction, and retrofit projects when technically feasible.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-543 – Approving a new business license fee for short-term rentals

MEETING DATE
December 20, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-543 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill creates a new business license fee for short-term rentals.

BACKGROUND
The City is updating the Zoning Code for short-term rentals. As such, a new business license fee is being created for short-term rentals based on gross receipts, with a minimum fee of $30.00 per year. The fee can vary based on gross receipts as set forth in the gross receipts table of the business license ordinance.

The new fee will be effective on April 1, 2022.

FUNDING SOURCE
This item is not applicable.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-543 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

WHEREAS, a new classification type is required for a new type of business; and,

WHEREAS, the Council of the City of Joplin desires to establish a fee for this new classification type to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated ……100.00

Ambulance Services or Companies, ……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00
C) Dancehall ……100.00
Per Month……..10.00

Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00
$20,001-$50,000……..200.00
$50,001-$100,000……300.00

$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies ……100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day ……10.00
B) Each Day After, Per Day ……..5.00
Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day ……200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin

Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
F) Mechanical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories ……. The fee provided in section 30-92 (1)

Employment Agency ……...100.00

Engineer or Engineering Company
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Florist, Greenhouse, Nurseries ……..…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..120.00
- Medium Priority ……..240.00
- High Priority ……360.00
- Change of Ownership Inspection ……..42.00
- New Construction/Remodel Inspection ……...131.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…131.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……315.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover …….50.00

Ice Cream Stand …….50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
- A) Not more than 1 Person ……...100.00
- B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
- A) Plus, Each Salesman or Solicitor …….10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor

1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting ……The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor

A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays ……300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package ……..50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor …….600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 5% alcohol by weight ……150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) …….100.00
M) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event …….5.00
B) Per Week ……..……10.00
C) Per Month …….20.00

Messenger Service …….100.00

Mobile Home Park
A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings
A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle ……..30.00
B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event……5.00
2. Per Week ……..…10.00

3. Per Month ……..…20.00
4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle

1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer …….50.00

A) Plus each agent or solicitor per day ……..5.00

Printing Establishment

Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards …….…….50.00

Processing Services

Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies

Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00

This item shall apply to every person operating a railroad or railway company and transacting business within the city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….……...100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year…….….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Short-Term Rental as defined in Section 29-A of the Zoning Code…..The fee provided in section 30-92 (1).

Shows, Transient
Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day ……..……10.00
B) Each additional day …….5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase …….…….100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event ……..……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00
A) Plus, per operator ……25.00

Taxicab Business
A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers
A) Original License ……5.00
B) Each renewal ……3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on April 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney