



March 17, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

1. Call to Order

2. Old Business

1. Approval of 2-24-25 Minutes
2. Discuss and consider Lunar New year - Chief Hawkins

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

4. New Business

1. Discuss and consider road closures for Food Truck Fridays - 7th Street from Garrison to Main and Lyon Street from 7th to Chestnut from 7:00am to 10:00pm on the following dates: April 11th, May 9th, June 13th, July 11th, August 8th, and September 12th - Tourism Director, Melissa Little
2. Discuss and consider council bill to approve contract for ladder truck and hyper reach (mass notification system) demo - Chief Martin
3. Staff Reports
 - Fire Department
 - Police Department

5. Adjournment

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri **PUBLIC SAFETY COMMITTEE**

February 24, 2025 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of 1-27-25 Minutes

Councilman Taylor made a motion to accept the minutes from the January 27, 2025 meeting as presented. Motion passed.

3. Citizen Participation

(Each person addressing the Committee shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue, they are not permitted to once again speak on the issue unless called to answer any further questions by the Committee or Chair)

No citizens participation at this meeting.

4. New Business

1. Consider and discuss CPOA/FOP council bill - Chief Hawkins

Chief Hawkins discussed the changes in verbiage in the CPOA/FOP with the committee. Councilman Taylor made a motion to forward it to the full council. Motion passed.

2. Consider and discuss Lunar New Year - Chief Hawkins

Chief Hawkins discussed with the committee adding (g) Lunar New Year to Section 1 Chapter 10, Article I, Section 10-4 ordinance of the Carthage Code. There was some discussion with the committee about the end times for the shooting of fireworks. Traci Cox will be checking with area cities to see what their end-time ordinances state. Councilman Taylor made a motion to table until the next meeting. Motion passed.

3. Consider and discuss new ladder truck- Interim Chief Martin

Interim Chief Martin spoke with the committee on the potential purchase of a new ladder truck for Carthage Fire Department. The current 1998 Freightliner Ladder Truck is scheduled to be replaced in 2025, FY 2026-2027. This truck was suggested to be replaced every 25 years. He proposed replacing the 1998 ladder truck with a 2025 or newer custom chassis ladder truck to operate as the first-due ladder. There is \$1.5 million that has been previously projected towards this capital project. The current projected pricing puts the ladder truck (unit only - no equipment) above \$1.5 million and a 3-year projected delivery date of 2029. There is an opportunity to purchase an E-1 Cyclone Chassis HP75 Aerial Ladder

truck that is ready for delivery at a discounted price of \$1,175,000 from Banner Fire Equipment. Additional costs would include: full wrap with CFD colors and graphics at an estimated cost of \$23,000 and equipment and tools at an estimated cost of \$175,000. Making the total projected cost of the truck \$1,373,000. Martin is proposing that the ladder truck purchase be moved forward in the capital plan.

Traci Cox questioned what the warranty was on the graphic/wrap of the truck. Martin was going to check with Thunder Grafix on their warranty.

After lengthy discussion on the purchase and timing of this new ladder truck, Councilman Taylor made a motion to issue a letter of intent of the purchase from Banner Fire Equipment and forward to council. Motion passed.

4. Staff Reports

Fire Department

Interim Chief Martin updated the committee on the 2025-2026 fiscal budget items.

Fire Sales Tax:

1. Additional personnel -2026
2. Annual replacement of PPE -2026-2030
3. Annual SCBA replacement -2026-2030
4. Annual fire hose replacement -2026-2030
5. Replace 1994 Engine -
6. Lease payment for 2021 Engine -2026-2027
7. Building renovations -continued
8. Replace 2002 Engine/Tanker - 2027-2029
9. Replace 1998 Ladder Truck -
10. Replace 2005 Tanker/Tender - 2029
11. Replace 2018 Command Vehicle -2029

General Revenue Capital:

1. Physical Fitness/wellness equipment - 2026 & 2028

Use Tax:

1. Station 2 garage doors -2026-2030
2. Construction of exercise facility/gym for City Employees
3. Replace 2015 Silverado Utility vehicle -2027

Emergency Management:

1. Storm sire battery replacement/maintenance - 2026

Public Safety Donations:

1. Fire District Donation Account - 2023

2. Fire District Donation Account -2019

Police Department

Chief Hawkins spoke briefly with the committee about the homicide event that took place on 2/15/25.

Chief Hawkins updated the committee on the 2025-2026 fiscal budget items.

1. Cars/replacements
2. Personnel improvement plan / Organizational structure

5. **Adjournment**

Councilman Taylor made a motion to adjourn at 6:31pm. Motion passed.

COUNCIL BILL NO. __

ORDINANCE NO. ____

An Ordinance authorizing the Mayor to enter into a contract with Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Banner Fire Equipment, Inc., for the purchase of one (1) E-One Typhoon HP 75 Ladder Fire Apparatus, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF _____, 2025.

MAYOR Alan Snow

ATTEST:

CITY CLERK Miranda Deal

Sponsored by: Public Safety



FIRE APPARATUS PROPOSAL

DATE: March 6, 2025

This proposal has been prepared for:

Carthage Fire Department

Carthage, MO

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One Typhoon HP 75 Ladder, 500-gallon water tank, 1500 GPM Hale QMax Single Stage pump, mounted on a E-One Typhoon custom cab and chassis equipped with a Cummins X12 500 HP engine per specs.	\$1,187,602.00

Price includes shelving, slide out tool boards as shown on drawing, also includes ground ladders.

Truck will be painted to match fire departments existing fleet.

A final inspection will be completed in Ocala, fall of 2026, price includes travel for 3 members of the department.

Delivery will be FOB South Roxana, Il. and will be made approximately October 2026 based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due at time of truck completion and final inspection in Ocala with the balance due upon pick up/delivery. The price listed above is firm for 30 days. Price is subject to increase after that time.

Company: BANNER FIRE EQUIPMENT, INC.

By: _____

Dave Wunderlin

Title: _____

Apparatus Sales

Jason Martin

From: Mark Schmitt <Marks@bannerfire.com>
Sent: Thursday, March 6, 2025 11:55 AM
To: Jason Martin
Subject: Fw: Carthage
Attachments: 147741 Shop Order Unpriced.pdf; ppl147741.pdf; dl147741.pdf; s147741.pdf; Carthage, MO agreement 030625.doc; Carthage proposal.docx

CAUTION: This email originated from outside of the organization. Verify all requests or information before clicking any links.

See attached, this is what I sent to Dave a couple of hours ago, sounds like he didn't get it.

Mark Schmitt
Director of Apparatus Sales
marks@bannerfire.com
515-250-3561



From: Mark Schmitt <Marks@bannerfire.com>
Sent: Thursday, March 6, 2025 9:09 AM
To: David Wunderlin <david.wunderlin@hotmail.com>
Subject: Carthage

Dave,

We do have that red/black ladder that is completed now in Ocala, price for that is significantly higher because it has all of the line X and is blacked out.

We have this ladder on order, I have attached the documents to this email, this ladder has many more options included than the one that was just sold that they were looking to buy, it is a little more money but priced the same when you consider all of the options this truck has.

We will have this truck painted to match their fleet as well at no additional cost.

Let me know if you have any questions.

Thanks



AGREEMENT

This Agreement ("Agreement") is made this ____th day of _____ 2025, by and between Banner Fire Equipment, Inc., 4289 Industrial Drive, Roxana, Illinois, 62084 (hereinafter "Company") and the City of Carthage, MO (hereinafter "Buyer").

1.) Purchase: The Company agrees to sell, and the Buyer agrees to purchase, the fire apparatus and equipment described in the Company's Proposal and the Specifications attached hereto and hereby incorporated by reference (the "Apparatus"), all in accordance with the terms and conditions of this Agreement. Changes to the Specifications attached hereto will only be executed by the Company if documented by a Change Order signed by both parties. In the event of any conflict between the Company's Proposal and the Buyer's Specifications, the Company's proposal shall prevail.

2.) Price: Buyer agrees to pay a purchase price of one million one hundred eighty-seven thousand six hundred two dollars, (\$1,187,602.00) Unless otherwise specified, this Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such taxes are the sole responsibility of the Buyer unless specifically added to the Purchase Price, at which time they will be paid by the Company; provided, however, if the Buyer claims the Order is exempt from any tax, Buyer agrees to furnish the applicable exemption certificate to the Company and to hold the Company harmless from any damage which may result from the Company ultimately having any such tax assessed against it.

Buyer agrees that the terms of payment shall include 90% of the purchase price due upon arrival of the unit at the Roxana, IL facility, with the balance due upon final pick up. "Pricing for engine is subject to a surcharge"

3.) Pre-Build: As this truck has already released engineering into production, there will be no pre-build conference.

4.) Delivery: The Apparatus shall be delivered F.O.B. Roxana, Illinois approximately October 2026 after receipt of the order, based on execution of this Agreement by Buyer and the receipt and execution of same. It is agreed that such delivery is subject to delays caused by war, acts of God, hurricane, labor shortages or strikes, inability to obtain materials, and other causes reasonably beyond the control of the Company and that the Company will not be liable for, and this Agreement may not be terminated on account of, such delays. Buyer will be notified no less than fourteen (14) business days in advance of the delivery date.

5.) Customer Inspection: Company will notify Buyer when the Apparatus is ready for final inspection ("Notice of Inspection") and Buyer will have up to ten (10) business days from the Notice of Inspection to conduct Buyer's inspection at the Ocala, Florida manufacturing plant. In the event Buyer is unable to be physically present for the inspection, the Company shall provide Buyer with a virtual inspection of the Apparatus. After the inspection or in the event the Buyer fails to make inspection of the Apparatus within the ten (10) business day period after the Notice of Inspection, Company shall deliver the Apparatus to the Company's Roxana, Illinois facility plant. Company shall hold the apparatus at the Roxana, Illinois facility until such time as Buyer makes inspection, and/or takes delivery of the Apparatus. In the event Buyer fails to make inspection at the Roxana, Illinois facility and/or fails to take delivery of the Apparatus through no fault of the Company, Company shall charge Buyer a storage fee for each day the Apparatus remains at the Roxana, Illinois facility, calculated pro-rata for each day at an annual rate of 18% on the price specified in paragraph 2.



Buyer shall bear the risk of loss or damage to the Apparatus remaining in the possession of the Company after the ten (10) business day period following the delivery to the Roxana, Illinois facility.

6.) Buyer's Cancellation for Convenience. If Buyer tenders any cancellation hereunder, Buyer shall nevertheless accept delivery of all products which are completed at the time of cancellation. Those products which constitute work-in-process inventory at the time of cancellation shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price specified in Paragraph 2. Buyer also shall pay promptly to Company the costs of settling and paying claims arising out of the termination of work under Company's subcontracts or vendors, plus an additional 15% to defray Company's accounting, legal, and clerical costs arising out of the cancellation.

7.) Title: The Company and Buyer agree that the Manufacturer's Certificate of Origin shall remain with the Company until the Company has been paid in full. Provided that the Company has been paid in full, the Certificate of Origin shall remain with the Company until the Apparatus leaves Company premises in the physical custody of the Buyer. Certificate of Origin will be sent to customer within ten business days after pick up of vehicle. Upon pick up by Buyer, responsibility for title application, ownership and risk of loss shall pass from Company to Buyer.

8.) Warranty: The Company warrants each new Apparatus manufactured against defects in material and workmanship for a period of one year from the in-service date per the Warranty Registration Card. Warranties beyond one year may be applicable to certain components of the Apparatus as described in the Statements of Warranty attached hereto and incorporated herein. This warranty is in favor of the original user/purchaser, in accordance with the Company's preprinted Statements of Warranty which are attached to the Agreement. Buyer hereby acknowledges receipt of the Company's Statements of Warranty that are attached hereto.

9.) Notices: The parties to this Agreement designate _____ as representative of the Buyer and Dave Wunderlin as representative of the Company for purposes of all communications regarding this Agreement.

10.) Entire Agreement: This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior discussions and Agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or Agreements not herein expressed and all modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties hereto.

11.) Acceptance by Company: This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices in Roxana, Illinois. When requested by the Company, the Buyer shall furnish a satisfactory written opinion of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that this Agreement is a valid, legal and enforceable obligation of the Buyer.



12.) **Mutual Attorneys' Fee Provision:** Should the Company or the Buyer bring any action against the other with respect to this Agreement, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorneys' fees, costs and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive payment and delivery of the Apparatus.

IN WITNESS WHEREOF, The Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

BUYER:

CITY OF CARTHAGE

By: _____

Title: _____

Date: _____

COMPANY:

BANNER FIRE EQUIPMENT, INC.

By: _____

Michael T. Benker

Title: _____

Dealer Principal

Date: _____



BANNER FIRE EQUIPMENT, INC.
ROXANA, IL

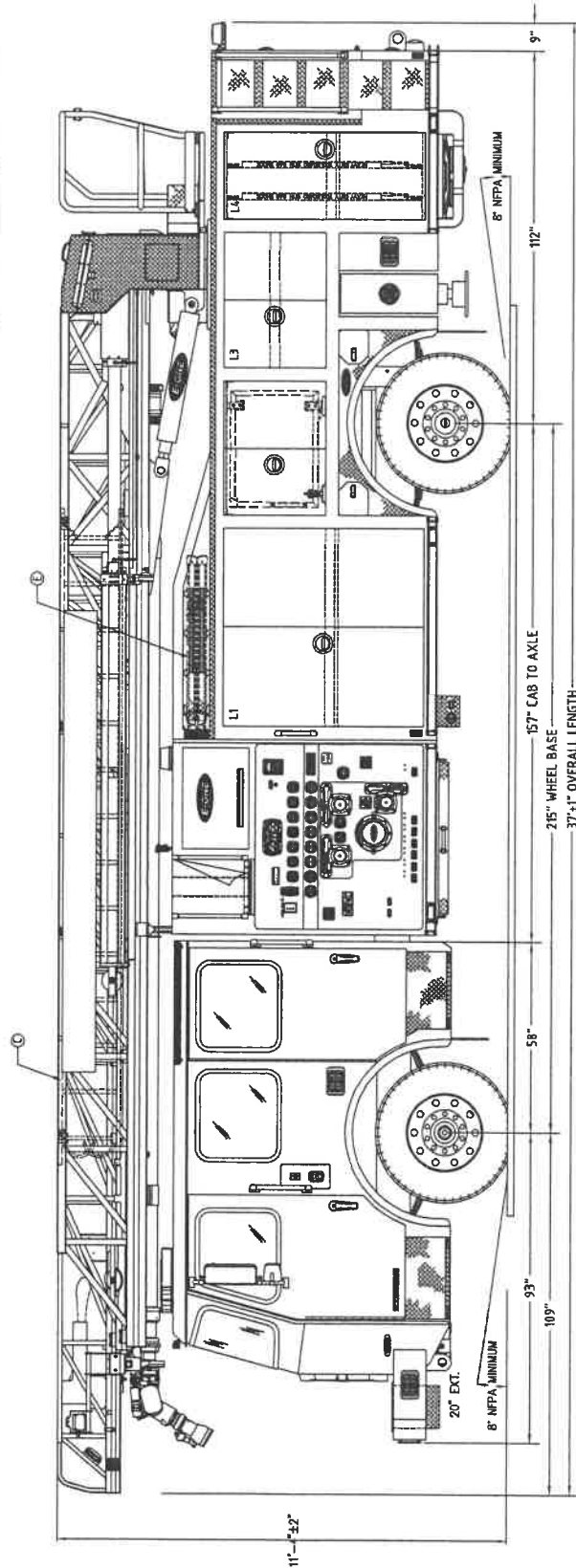
S.O. 147741 / QUOTE 127644
AERIAL BODY W/ SIDE STACKER HOSEBED
E-ONE TYPHOON CHASSIS
HP75 LADDER

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE
SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

DESIGNER	DATE	☐ AS IS
CUSTOMER APPROVAL	DATE	☐ WITH REVISIONS

1500 GPM HALE QMAX PUMP 500 GALLON WATER TANK		HOSE LOAD: NFPA COMPLIANT	
COMPT.	OPENING	INTERIOR DIMENSION	
L1	60W	61H	60W 28H 24D LOWER
L2	40W	31H	40W 28H 26D LOWER
L3	40W	31H	40W 24H 21D UPPER
L4	26W	61H	26W 31H 24D LOWER
R1	60W	61H	60W 43H 23D LOWER
R2	47W	26H	45W 26H 26D LOWER
B1	21W	28H	TURNABLE ACCESS ONLY
GROUND LADDERS			
ITEM	LADDER LENGTH	MODEL NUMBER	QTY
A	35' 3-SECT.	PEL3-35	1
B	28' 2-SECT.	PEL-28	1
C	16' ROOF	PEL-16	2
D	10' FOLDING	FL-10	1
E	LITTLE GIANT	MODEL-17	1

ONE ON AERIAL





BANNER FIRE EQUIPMENT, INC.
ROXANA, IL

S.O. 147741 / QUOTE 127644
AERIAL BODY W/ SIDE STACKER HOSEBED
E-ONE TYPHOON CHASSIS
HP75 LADDER

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SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

SEALER APPROVAL	DATE	CLAS IS
CUSTOMER APPROVAL	DATE	CWITH REVISIONS

