



CITY OF BALLWIN

14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3822

ORDINANCE NO. _____

INTRODUCED BY
ALDERMEN TERBROCK, FINLEY, HARDER, DOGAN, FLEMING, LEAHY, KERLAGON, BOLAND

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE AN AGREEMENT WITH METRO WEST FIRE PROTECTION DISTRICT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A PRIORITY CONTROL SIGNAL SYSTEM AT A CERTAIN CITY OWNED TRAFFIC SIGNAL.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin, Missouri, is hereby authorized to sign the agreement attached hereto as Exhibit 1 which is incorporated herein by reference, with respect to the installation, operation and maintenance of a priority control signal system at a certain city owned traffic signal, within the city limits of the City of Ballwin.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2014.

TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2014.

TIM POGUE, MAYOR

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR

**AGREEMENT
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE
OF A PRIORITY CONTROL SIGNAL SYSTEM AT CITY OWNED AND MAINTAINED
TRAFFIC SIGNAL(S)**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Ballwin, Missouri (hereinafter "City") and the Metro West Fire Protection District (hereinafter "Fire District") for the installation, operation, and maintenance of a priority control signal system at certain City owned and maintained traffic signals within the Fire District.

WITNESSETH:

WHEREAS, the Fire District has approached the City requesting the installation of a priority control signal system at certain City owned and maintained traffic signal(s).

WHEREAS, the Fire District wants to use priority control signal system equipment to preempt the following approaches at the following City owned and maintained traffic signal(s), for fire trucks, Battalion Chief vehicles, and Emergency Medical Services (EMS) vehicles when fire and/or medical emergencies occur:

<u>City Traffic Signal</u>	<u>Approaches to be Preempted</u>
New Ballwin Road and Reinke Road:	All

WHEREAS, this Agreement was authorized by City Ordinance No. _____.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. The City grants authority to the Fire District to use a priority control signal system on only the above referenced approaches at the above referenced traffic signal(s).
2. Changes in this Agreement, whether by modification or supplementation, must be accomplished by a formal amendment signed and approved by duly authorized representatives of the Fire District and the City.
3. This Agreement shall commence upon the execution of this Agreement, and shall be in effect until terminated as described below. Execution of this Agreement does not authorize the installation of a priority control signal system. A permit and plan approval must be obtained from the City's Public Works Department for such authorization.

- a. The City may terminate this Agreement at any time due to safety concerns or for a material breach of contractual obligations by providing the Fire District with a written notice of termination. Should the City exercise its right to terminate this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of termination sent to the Fire District.
 - b. The City may terminate this Agreement, without good cause, for any reason whatsoever at the City's discretion, by giving thirty (30) days prior written notice to the Fire District.
 - c. All equipment shall be removed within 30 calendar days of the effective termination date at no cost to the City.
4. The acquisition of all easements and/or rights-of-way necessary for the installation, operation, and maintenance of priority control signal system equipment shall be the responsibility of the Fire District.
5. City personnel shall approve all minimum Green and minimum Walk timing parameters imposed by a priority control signal system installation plan. Existing vehicle and pedestrian clearance timing shall be maintained and not shortened as a result of the installation of this system. The Fire District shall reimburse the City for all cost associated with reviewing and setting signal timing.
6. Only fire trucks, Battalion Chief vehicles, and EMS vehicles shall be equipped with priority control preemption emitters. Insofar as many of the City owned and maintained traffic signals are, or will become, part of coordinated signal systems the disruption of these systems must be minimized. Therefore, preemption emitters will not be allowed on Fire Marshall, Fire Chief, Assistant Fire Chief, police, City, or any other agency's vehicles.
7. Before a priority control preemption emitter is installed on an approved emergency response vehicle, the Fire District shall deliver the emitter to the City's maintenance facility, to be programmed with a unique identification code. The City reserves the right to exclusively program all preemption emitters with a unique identification code. The Fire District will reimburse the City for all costs associated with programming.
 - a. The Fire District shall provide the City the following information regarding each vehicle on which an emitter will be installed:
 - i. Type of vehicle (i.e. fire truck, Battalion Chief's vehicle, or EMS vehicle).
 - ii. Vehicle make, model, license/unit number, and VIN number.
 - iii. A digital photo of the vehicle (sent to the City in electronic format).

- b. If a vehicle with an approved preemption emitter is replaced, and the existing emitter is installed on a new vehicle, the Fire District shall provide the information for the new vehicle to the City when the vehicle is placed in service.
 - c. Each year, during the month of January, the Fire District shall resubmit their vehicle information to the City for all vehicles with approved preemption emitters.
 8. The Fire District shall "hard wire" a priority control preemption emitter to the flashing lights on each approved emergency response vehicle. The emitter shall not emit a preempt signal unless the flashing lights are on. If the Fire District refuses to comply with all requirements of this Paragraph, the affected preemption emitter(s) will be "locked out" of the City's priority control signal system.
 9. The Fire District shall be responsible for furnishing and installing an automatic shutoff attached to either the parking brake or the gear selector in all vehicles equipped with priority control preemption emitters.
 10. To ensure that every preemption emitter has a unique identification code and that no Fire District uses an identical code, and to maintain uniformity throughout the Metropolitan Area, the City will require the following:
 - a. In the event that a preemption emitter was installed on an approved emergency response vehicle and was not programmed with an identification code approved by the City to ensure its uniqueness, the Fire District will be required to either remove the preemption emitter and submit it to the City for programming, or bring the vehicle to the City's maintenance facility for programming if the emitter is readily accessible. The Fire District shall reimburse the City for all costs associated with this requirement.
 - b. Upon installation of a priority control signal system, the City will require the Fire District to obtain and install a detector card in the controller cabinet at each traffic signal to allow the City to record, view, and identify the unique identification codes used to preempt the traffic signal.
 - c. If the Fire District refuses to comply with the identification code programming provisions in Paragraph 10a of this Agreement, the affected preemption emitter(s) will be "locked out" of the City's priority control signal system.
 11. In the event the City determines that a vehicle equipped with an approved priority control preemption emitter is operated in a manner which is in violation of this Agreement, the vehicle will be "locked out" of the City's priority control signal system.
 12. The Fire District shall be responsible for all costs associated with furnishing, installing, programming, and maintaining each priority control signal system,

including all required upgrades or replacements of existing traffic signal equipment to accommodate the priority control signal system equipment, and the removal of each system, if this Agreement is terminated as described herein.

13. The Fire District shall prepare plans for the construction of each priority control signal system for review and approval by the City. Approval of said plans is at the sole discretion of the City.
14. The Fire District shall furnish, install, and maintain all priority control signal system control equipment, emitters, receivers, and new cabling and conduit. The City has the sole right to program all emitters and detector cards. The Fire District's priority control signal system equipment shall not alter or affect the operation of the City's traffic signals and/or detector systems.
15. Priority control signal system equipment shall be mounted on City owned and maintained traffic signal posts and mast arm supports, and in the City's traffic signal controller cabinets. If said equipment interferes with the operation of the traffic signal or there is not adequate space in the existing controller cabinet, the Fire District shall provide for the modification, relocation, or replacement of the affected traffic signal facilities to allow for the proper installation of all equipment associated with the priority control signal system.
16. The Fire District shall use power from the City's traffic signal controller cabinets to operate the priority control signal system equipment. The equipment shall be properly protected and fused.
17. The Fire District shall be responsible for obtaining and paying for all permits to authorize the installation of a priority control signal system. The Fire District will be listed as the Permittee and shall pay all associated permit costs. A permit will be required for each signalized location at which a priority control signal system is to be installed.
18. The priority control signal system will be inspected by authorized City personnel or their representative and said system shall not be tested and/or placed in operation unless authorized by City personnel or their representative, whose presence may be required. The Fire District shall give a minimum of 48 hours notice to the City when any maintenance of the priority control signal system is scheduled. The Fire District shall not conduct any maintenance at the traffic signal without the approval of authorized City personnel. The Fire District shall reimburse the City for all costs associated with inspection, testing, and maintenance of the priority control signal system.
19. Should a priority control signal system malfunction, resulting in a disruption of normal traffic operations, the City shall have the unilateral authority to disable the priority control signal system. If a system is disabled, the City will promptly notify the Fire District of its action.
20. If at any time, as determined by the City, priority control signal system equipment needs to be relocated, the relocation of said equipment shall be

the responsibility of the Fire District, at no cost to the City.

21. The Fire District, its approved signal contractor(s), and/or its priority control signal system equipment representative(s) shall not have access to City traffic signal controller(s) at the above referenced traffic signal(s) without the permission and presence of authorized City personnel or their representative.
22. The Fire District shall be responsible for all repairs and/or adjustments determined to be necessary due to malfunctions, vandalism, knockdowns and/or acts of God.
23. The Fire District acknowledges that use of the priority control signal system may cause effects upon traffic that are unknown at the present time, at and/or in the vicinity of the traffic signal(s) where it is installed, during and subsequent to the time the system is actually in use. In consideration of the operation and maintenance of the priority control signal system at the above referenced traffic signal(s), the Fire District agrees to provide the City with a current certificate of insurance, with limits of liability up to the statutory caps, as approved by the City.
24. Should the Fire District desire to use an existing priority control signal system owned by another agency, the Fire District must secure written permission from the owner of the system.
25. It will be the prerogative of the City to periodically verify that the installation and operation of the Fire District's preemption emitters are in accordance with this Agreement.
26. This Agreement shall be construed to be in accordance with the laws of the State of Missouri.
27. All the terms, covenants and conditions of this Agreement shall insure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Fire District this _____ day of _____, 20__.

Executed by the City this _____ day of _____, 20__.

FIRE PROTECTION DISTRICT

CITY OF BALLWIN, MISSOURI

Fire Chief

City Executive

ATTEST:

ATTEST:

Fire District Secretary

Administrative Director

APPROVED AS TO LEGAL FORM:

APPROVED:

Fire District Attorney

City of Ballwin Public Works Director

APPROVED AS TO LEGAL FORM:

City Counselor

APPROVED:

Accounting Officer



MEMORANDUM

TO: ROBERT A. KUNTZ, CITY ADMINISTRATOR

FROM: GARY R. KRAMER, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS *gk*

DATE: JANUARY 22, 2014

SUBJECT: TRAFFIC SIGNAL PREEMPTION

The Metro West Fire Protection District desires to install and maintain preemptive equipment at four signalized intersections along New Ballwin Road. The intersection at Old Ballwin/Reinke Road is within the jurisdiction of the City of Ballwin. The others are under the control of St. Louis County.

This equipment will assign priority for fire trucks, Battalion Chief vehicles, and Emergency Medical Services (EMS) vehicles when responding to fire and/or medical emergencies. The plans and specifications were reviewed by St. Louis County who maintains Ballwin's signals under contract.

City Attorney Robert Jones has reviewed the agreement and will provide an ordinance authorizing execution of the attached agreement.