

Introduced by: City Manager Nathan Mai-Lombardo

**AN ORDINANCE AUTHORIZING THE CITY TO PURCHASE A WHEELCHAIR ACCESSIBLE SHUTTLE BUS FROM MIDWEST TRANSIT EQUIPMENT, INC (THE COUNCIL FIND THAT AN EMERGENCY EXISTS AND DECLARES THAT PASSAGE OF THIS ORDINANCE IS NECESSARY FOR THE PRESERVATION OF THE WELFARE OF THE CITIZENS OF THE CITY OF BERKELEY.)**

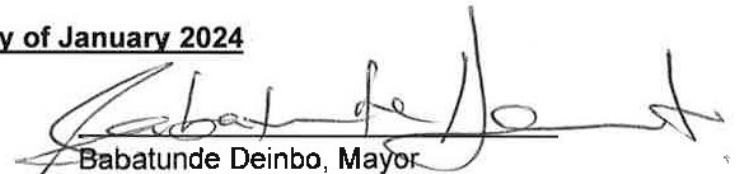
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, as follows:**

- Section 1.** The City Council of the City of Berkeley hereby authorize the City to purchase a Paratransit Shuttle Bus with wheelchair accessibility for \$126,415 from Midwest Transit Equipment Inc.
- Section 2.** This Ordinance shall be in full force and effect from and after its passage and approval.
- Section 3.** This Council does hereby find and declare that an emergency exists, which requires the immediate passage of this ordinance for the preservation of the welfare of the citizens of the City of Berkeley.

1st Reading this 08<sup>th</sup> day of January 2024


2nd Reading this 08<sup>th</sup> day of January 2024

3rd Reading, PASSED and APPROVED, this 08<sup>th</sup> day of January 2024

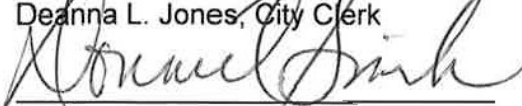


Babatunde Deinbo, Mayor

ATTEST:



Deanna L. Jones, City Clerk



Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Williams	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilman Hoskins	Aye <input type="checkbox"/>	Nay <input checked="" type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman Anthony	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilman Hindeleh	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Councilwoman-at-Large Crawford-Graham	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>
Mayor Deinbo	Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>	Abstain <input type="checkbox"/>

**RETAIL ORDER FOR A NEW MOTOR VEHICLE**

DATE: DECEMBER 28, 2023

SELLER: MIDWEST TRANSIT EQUIPMENT INC.  
146 W. ISSERT DR.  
KANKAKEE, IL 60901

PHONE NUMBER: 815-933-2412

PURCHASER: CITY OF BERKELEY  
8425 AIRPORT ROAD  
BERKELEY, MO 63134, IL 60178

CONTACT: NATHAN MAI-LOMBARDO

PHONE NUMBER: 314-400-3750

Please enter my order for the following vehicles:

ONE (1) 2024 FORD E450/STARCRAFT ALLSTAR PARATRANSIT SHUTTLE BUS  
14 PASSENGER/2 WHEELCHAIRS, GROUP 24-541  
Specifications, brochure and floor plan previously provided.

PRICE \$126,415.00

Price includes all applicable fleet incentives and rebates. City of Berkeley is tax exempt.

Title/License/Documentation fees are not included and are purchasers' responsibility.

Price includes delivery to purchasers' location.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SELLER.

The two pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

**THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE.**

ACCEPTED BY: CITY OF BERKELEY

ACCEPTED BY: MIDWEST TRANSIT EQUIPMENT INC.

*Nathan Mai-Lombardo* 11/9/24  
PURCHASER'S SIGNATURE DATE

\_\_\_\_\_  
SELLERS AUTHORIZED REPRESENTATIVE DATE

Nathan Mai-Lombardo  
PRINT NAME

THOMAS BOLDWIN  
PRINT NAME

City Manager  
TITLE

DIRECTOR OF GOVERNMENTAL SALES  
TITLE

**MOTOR VEHICLES**

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.
  2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchases by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.
  3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.
  4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.
  5. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
  7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.
  8. The purchaser agrees to take possession of equipment and pay for them upon delivery of vehicle(s) as provided on front page within 10 days of notice that the equipment is ready for delivery.
  9. "New Motor Vehicle" is defined as a vehicle that has not been previously titled and with less than 500 miles at time of delivery to purchaser.

Terms and conditions read, understood and agreed to by

  
Signature

, Date:

1/9/24

Nathan Mai-Lombardo  
Printed Name

CITY OF BERKELEY



#24-541

# 2024 FORD / STARCRAFT ALLSTAR

14 Passengers + 2 Wheelchair Positions + Driver

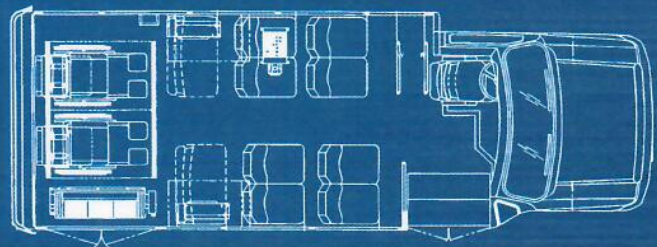


## CHASSIS SPECS

- 2024 Ford E450 Super Duty
- 7.3L V8 Gas Engine
- Dual Rear Wheels
- 158" Wheel Base

## FEATURES

- Back-up Camera
- Front/Rear Air Conditioning (Flush Mount)
- Remote/Heated Exterior Mirrors
- Upgraded Non-Slip Flooring (With Yellow Step Nosing)
- Retractable Seat Belts
- Walker Storage Area
- Solid Windows (No T-slide) To Prevent Leaks
- Low Entry Step
  - Dual Handrails For Easy Entry
- Fold-away Seats allow for easy wheelchair loading & securing
- Anti-Microbial Handrails on Seat Backs
- LED Lighting; Door Activated
- Overhead handrails
- Upscale, All Black Interior





NO CDL REQUIRED (IN MOST STATES)

### RETRACTABLE SEAT BELTS



Retractable seat belts stay clean, dry, off the floor

### LEATHERETTE SEATING



High-back, reclining, leatherette seats

### REAR FOLD AWAY SEATING



Allow for easy wheelchair loading & securing

### NON-SLIP FLOORING / YELLOW STEP NOSING



Flooring is a non-slip, commercial grade; Includes yellow step nosing; provides greater visibility for senior adults

### SOLID SIDE WINDOWS



Solid windows for an upgraded "clean" look, and preventing water/bees/wasps, etc. from entering your bus

### WALKER STORAGE AREA



Designated area to store walkers. Can also be used to secure other items





# 2024 FORD/STARCRAFT ALLSTAR

## 14 / 12 PASSENGERS + 2 WHEELCHAIR SPACES + DRIVER

### CHASSIS SPECIFICATIONS

- Ford E450 Super Duty Chassis
- 7.3L V8 Gasoline Engine
- Automatic Overdrive Transmission
- 14,500 # GVWR
- 158" Wheelbase
- (6) LT225/75R16E Radial Tires
- Power Disc Brakes, Anti-lock
- Power Steering w/ Tilt Feature
- Cruise Control
- 240 AMP Alternator
- Dual Batteries
- 55 Gallon Fuel Tank
- HD Cooling Package
- Block Heater
- Tinted Glass
- Interior Hood Release
- Intermittent Wipers
- Driver's Air Bag
- Gauges: Fuel, Temp, Oil Presser, Voltmeter
- Chrome Front Bumper and Grille Accent
- Dash Heat / Defrost / Air Conditioning

### BODY SPECIFICATIONS

#### CLIMATE CONTROL

- 65,000 BTU Rear Floor Heater
- 70,000 BTU Air Conditioning (Dual Compressors)  
Flush Mount Rear Evaporator

#### DOORS AND WINDOWS

- Dark Tint Solid Windows (Solid: No T-slides)
- Emergency Windows Side and Rear
- Electric Entrance Door w/ Full Tempered Glass
- Exterior Key for Entrance Door
- Large Viewing Window in Front of Entrance
- Rear Egress Window
- Roof Hatch

#### ELECTRICAL: EXTERIOR

- Round Sealed Tail, Stop and Back-up Lights (LED)
- License Plate Light
- Hooded Light at Entrance Door (ADA Required)
- Reverse Alarm
- Mid-ship Turn / Marker Lamps (LED)
- High-mount Center Brake Light (LED)
- Lights Meet Federal and State Requirements

#### ELECTRICAL: INTERIOR

- Easy Access Body Electrical Panel (over Driver)
- Passenger Compartment Courtesy Lights, Door-activated (LED)
- Strip Lighting over Center Aisle (LED)
- Wiring Color and Function Coded
- AM / FM / CD Radio w/ 4 Speakers

#### FEATURES: EXTERIOR

- Painted Rear Bumper
- Mud Flaps – Rear and Front Passenger's Side
- Driver's Running Board
- Unitized Steel Cage Construction w/ Aluminum Side Wall
- Front Cap, Rear Cap, One Piece Roof all Fiberglass
- Complete Body Undercoating
- Remote/Heated Mirrors

#### FEATURES: INTERIOR

- Rear Back-up Camera
- Modesty Panel and Safety Stanchions
- Left and Right Handrails at Entrance
- Interior Passenger View Mirror, (6" x 16")
- Driver's Control Console within Reach of Driver
- Black Padded Vinyl Side Walls and Headliner
- Ceiling Grab Rails over Center Aisle (ADA Required)
- Front Cap Storage Compartment with Lock

#### FLOORING

- Gerflor Sirius - Grey
- Yellow Safety Step Nosing and Standee Line
- Exterior Grade Plywood Sub Floor

#### SEATS

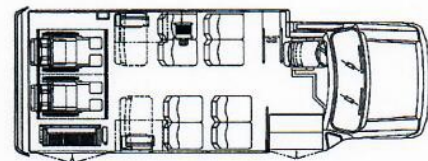
- High-back Reclining Driver's Seat w/ Armrest and Lumbar
- (8) Mid-high Passenger Seats w/ Aisle Armrests
- (2) Double Fold-away Mid-high Passenger Seats w/ Aisle Armrests
- (2) Single Flip Seats w/Armrest Both Sides, At Rear Wall
- Black Leatherette Seat Covers (Anti microbial)
- Retractable Seat Belts
- Assist Handle on Top of Aisle Seats

#### MISCELLANEOUS

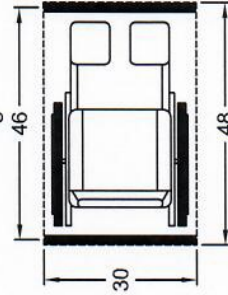
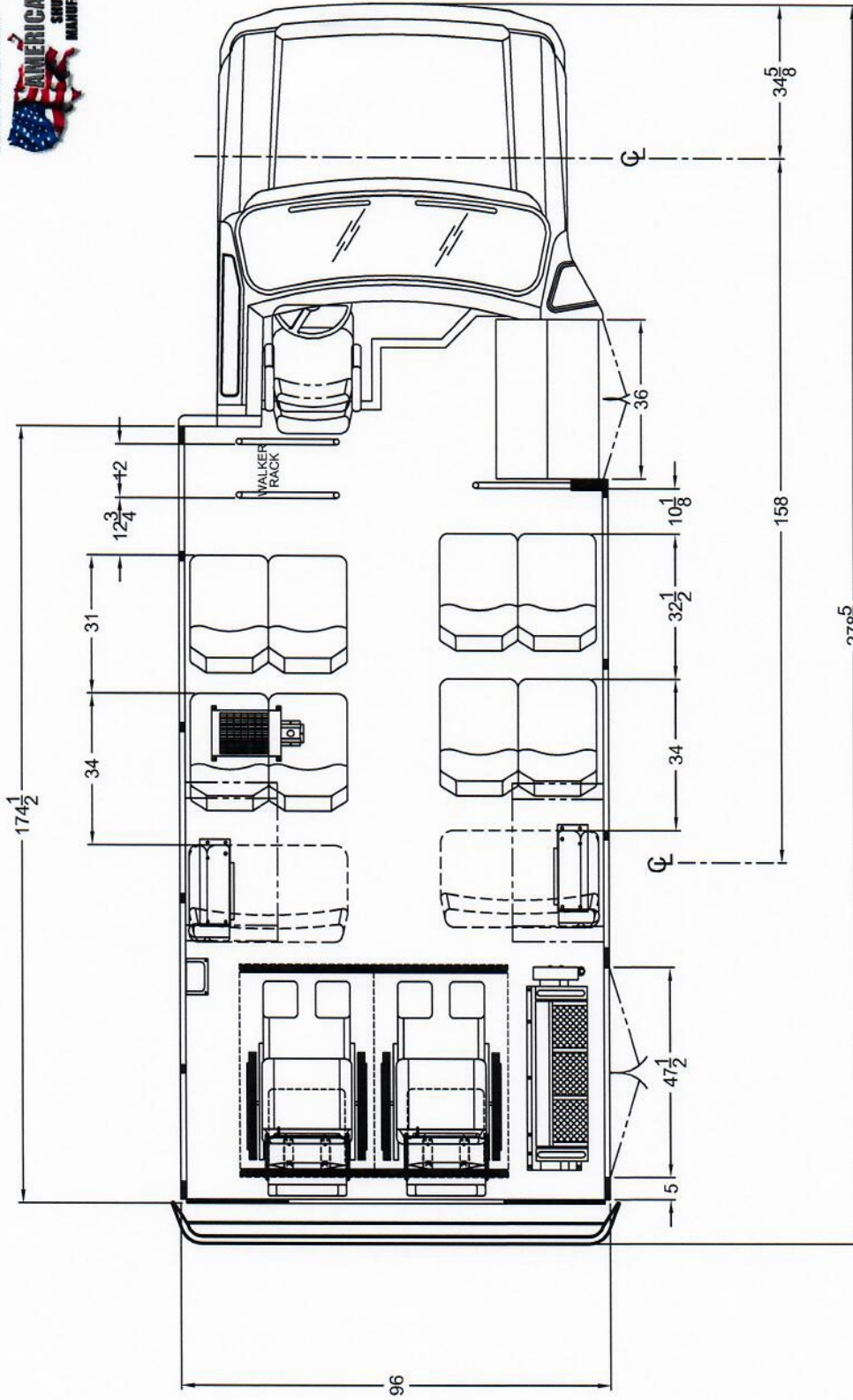
- Walker Storage Area with Netting, Behind Driver
- Safety Equipment: Fire Extinguisher, First Aid Kit, Reflector Triangles
- Safety Inspection (Illinois only)
- Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders
- Vehicle Height Decal in Plain View of Driver

#### WHEELCHAIR ACCESSIBILITY PACKAGE

- Double Wheelchair Lift Doors
- Braun Wheelchair Lift w/ 34" x 54" Platform
- Lift Interlock and Fast Idle System
- (2) Sets of Q-Straint Retractable Wheelchair Securement / Passenger Restraint Belt Systems and (2) Storage Pouches
- Interior and Exterior Lights at Lift Door
- ADA Signage



Includes Starcraft 5yr/100,000 mile bumper-to-bumper warranty.



NOTE: SHOWN WITH MID HI FREEDMAN SEATS  
ALLSTAR E450 14,500  
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.  
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.  
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A  
COMPLETED ORDER WITH ALL OPTIONS SHOWN.  
OPTIONAL EQUIPMENT MAY BE SHOWN.  
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

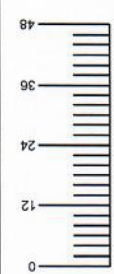
**DEALER APPROVAL**

APPROVED

**CUSTOMER SIGNATURE**

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

**SCALE**  
**IN INCHES**



TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	OTHER
± 1/8"	± 1/16"	± 1/2°

DATE	6/20/13
BY	TAS
CHK	
DATE	
ECN No.	

DESCRIPTION OF CHANGE	
REV.	
LET.	

**STARCRAFT BUS**  
a division of Forest River, Inc.

DATE: 06/20/13 TITLE: 12 2 WC 158" WB 163 BDY  
NAME: TAS 22' 2011 ALLSTAR

DWG. No. 8 2 WC 2 SGL FLIPS 2 DBL FOLDS WALKER RACK 158 163