

A G E N D A
WORK SESSION MEETING
City of Moberly
December 05, 2022
6:00 PM

Requests, Ordinances, and Miscellaneous

- [1.](#) Review of First Amendment to Cooperative Agreement for Joint Central Dispatch.
- [2.](#) Notification Of Participation In Law Enforcement Support Office (LESO) Program Participating Law Enforcement Agency (LEA).
- [3.](#) A Request For Lighting Along W Urbandale From S Williams To The Tracks.
- [4.](#) A request from Moberly Chamber of Commerce to use the Kelly Hotel in September 2023 for an event.
- [5.](#) Receipt of Bids for Shelter 5 Roof

City of Moberly City Council Agenda Summary

Agenda Number: WS #1.

Department: Administration

Date: December 5, 2022

Agenda Item: Review of First Amendment to Cooperative Agreement for Joint Central Dispatch.

Summary: This amendment will update the Cooperative Agreement for Joint Central Dispatch dated March 13, 2019 in which the primary parties are the City of Moberly and Randolph County. The First Amendment will add the Randolph County Ambulance District as a primary party and also update the specific funding commitments and other obligations for the three parties to continue to implement the plan to consolidate county-wide dispatch and public safety answering point (911) services. Anticipated funding commitments through the calendar year 2029 are set forth in **Table A of Exhibit 1** to the First Amendment. The amendment also contemplates that other users of the system will enter into separate user agreements. These users are mostly fire protection districts, plus any municipalities in Randolph County that choose to utilize dispatch services now or in the future. User fees will be established by the 9-1-1 Advisory Board and are expected to be charged beginning in 2025.

Recommended

Action Direct staff to bring to the December 19th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other _____		<input type="checkbox"/> Passed	<input type="checkbox"/> Failed

FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH (this “*First Amendment*”) to that certain Cooperative Agreement for Joint Central Dispatch dated as of March 13, 2019 (the “*Original Agreement*”) is made and entered into as of this _____ day of _____, 2022 (the “*Effective Date*”) by and among the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*City*”); the **COUNTY OF RANDOLPH**, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “*County*”); and **RANDOLPH COUNTY AMBULANCE DISTRICT**, an ambulance district established and existing pursuant to sections 190.01 through 190.090 of the Revised Statutes of Missouri, as amended, and having a principal office at 1366 US-24, Moberly, Missouri 65270 (the “*RCAD*” and, together with the City and the County, the “*Parties*”).

RECITALS

A. The Parties mutually acknowledge that the cost of providing and maintaining separate emergency dispatch communications staffing is fiscally inefficient and burdensome for those entities providing emergency services in Randolph County (collectively, the “*Service Providers*”) and, recognizing that the City has the capacity and willingness to provide adequate facilities for joint central communications dispatch services for all Services Providers, the City and the County, together with certain individual Service Providers had entered into the Original Agreement whereby the City provides dispatch services for public safety calls for the Randolph County Sheriff’s Department and other Service Providers and the City, and the County contributes funds toward the operations and maintenance of that system.

B. The Parties further mutually acknowledge that even under the terms of the Original Agreement the joint central emergency communications and dispatch system currently operates at a significant deficit and, further, is in need of various technological upgrades and improvements necessary to maintain adequate service, all as outlined in that certain 9-1-1 Call Flow Analysis Report dated April 1, 2021 and prepared by SCG Consulting Services, LLC (the “*911 Report*”); and to address deficiencies identified in the 911 Report and to provide adequate funds to address the financial and technological needs of the joint central communications dispatch system, the Parties have entered into this First Amendment and wish to commit, subject to applicable voter approval, certain funding sources necessary to upgrade the joint central communications dispatch system and to address operating deficits of the system.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the City and the County hereby agree as follows:

1. Ratification and Acceptance of Original Agreement; RCAD Added as Party. The Parties and specifically the RCAD hereby ratify, accept, and bind themselves to the terms of the Original Agreement as amended by this First Amendment with the effect that the RCAD is hereby

added as a party to the Original Agreement and hereby agrees to abide by the terms of the Original Agreement as amended by this First Amendment.

2. Section 1 of the Original Agreement Amended. The Original Agreement is hereby amended by deleting therefrom Section 1, “PSAP and Dispatch Services” in its entirety and by substituting therefor the following Section 1:

“1. PSAP and Dispatch Services. The City shall continue during the term of this Agreement: (i) to provide for central emergency dispatch communications for public safety and other emergency calls for the County Sheriff’s Department (collectively the “Dispatch Services”); and (ii) to act as the “public safety answering point” (as that term is used and defined in section 190.400(5) of the Revised Statutes of Missouri, as amended, or applicable successor enactments) (“PSAP”) to provide all PSAP operations including call forwarding for safety and other emergency calls for the County and within unincorporated areas of the County, for all incorporated municipalities located within the County including the City, for the Randolph County Ambulance District, and for the following fire districts located within the county: Higbee Fire Protection District; Southeastern Fire Protection District; Eastern Randolph County Fire District; Northeastern Rural Fire Protection District; and Westran Fire Protection District (collectively, “PSAP Services” and, together with the Dispatch Services, the “9-1-1 Services”).”

The Original Agreement is hereby further amended by deleting therefrom “Exhibit A” as referred to in Section 1 of the Original Agreement in its entirety.

3. Section 2 of Original Agreement Amended. The Original Agreement is hereby amended by deleting therefrom Section 2, “Contributions” in its entirety and by substituting therefor the following Section 2:

“2. Contributions; Further Undertakings of the Parties. For purposes of funding the operations, maintenance, and upgrading of the 9-1-1 Services, the Parties shall make the following contributions and commitments and levy and otherwise agree to the following charges:”

“a. The County shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as “Randolph County Landlines”, “Randolph County Cell Phones”, “County User Fee”, and “1/8 Cent Sales Tax” in **Table A** of **Exhibit 1**, which is attached to and incorporated by reference in this Agreement, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended; and

b. The County further agrees to apply and utilize any and all amounts received by the County from time to time under the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, Pub.L. 117–2 (“**ARPA**”), to fund all, or as much as practicable based upon the amount of ARPA funds actually received, of costs for obtaining, purchasing, installing, and providing to the PSAP centralized 9-1-1 dispatch center for use in and serving the needs of the PSAP centralized

9-1-1 dispatch center the radio systems equipment identified in the table attached as **Exhibit 2** and incorporated by reference in this Agreement; and in any event, no less than the sums shown as “ARPA Grant Funds” in **Exhibit 1, Table A**. An initial list of such equipment was included in the *Public Safety Radio Systems Analysis – Findings and Recommendations* dated June 2022 and prepared by SCG Consulting Services LLC. **Exhibit 2** reflects an update of such list based upon currently available information.

c. The City shall commit, provide for in each annual budget, and apply not less than annually from any legally available source or combination of sources the sums for each year shown as “City of Moberly Landlines” and “City of Moberly User Fee” in **Exhibit 1**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended; and in addition, the City shall recruit, hire, and employ an additional three and one half full time dispatch positions for service at the PSAP centralized 9-1-1 dispatch center; and

d. The RCAD shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as “RCAD User Fee” in **Exhibit 1, Table A**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended; and

e. The Parties hereby acknowledge and agree that the sums set forth in **Exhibit 1** reflect and are based upon reasonable estimates of respective 9-1-1 Dispatch call volumes; and

f. In addition to the monetary obligations set forth herein, the City hereby commits to providing a parcel of land adequate to support the construction and maintenance of a new communications tower, and RCAD hereby commits to providing adequate installation locations for transmission repeaters, all to support the 9-1-1 Services.

g. The Parties hereby acknowledge that legislative actions may result in increased funding available to support the operations, maintenance, and upgrading of the 9-1-1 Services and that the user fees of the City, RCAD, and the County may be reduced accordingly, with one possible scenario shown in **Exhibit 1, Table B**; and the Parties hereby commit to supporting reasonable efforts to propose and effectuate such legislative changes.

In addition to the foregoing contributions and undertakings, the Parties agree to cooperate and undertake the consolidation of current RCAD dispatch operations within the PSAP centralized 9-1-1 dispatch center, with the effect that the PSAP centralized 9-1-1 dispatch center shall serve as the single dispatch center for all 9-1-1 calls within Randolph County. Accordingly, the RCAD shall promptly terminate and close any dispatch center and facilities which have been operated by the RCAD independent of the PSAP centralized 9-1-1 dispatch center and shall cooperate with the City and the County to transfer such equipment and materials from the RCAD dispatch center as may be efficiently used in or in support of the PSAP centralized 9-1-1 dispatch center. The Parties further agree to cooperate and apply for funding under the ARPA or other similar available sources

to be applied to the costs associated with the foregoing consolidation; *provided that*, in the event ARPA or similar funds actually received, together with other amounts and sources committed pursuant to this Agreement as hereby amended, are insufficient to fund the respective funding commitments of the County and the RCAD, portions of such ARPA or similar funds may be utilized to pay operations and maintenance expenses of the PSAP centralized 9-1-1 dispatch center in lieu of the purchase of equipment.”

4. Section 3 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 3, “Administration; 9-1-1 Advisory Board” in its entirety and by substituting therefor the following Section 3:

“3. Administration; 9-1-1 Advisory Board; Composition. Operational details for Dispatching Services shall be established by the City and adhered to by the Parties; *provided that* the County or the RCAD may recommend protocols and procedures from time to time through the 9-1-1- Advisory Board established pursuant to this Section 3. As part of the staffing for the 9-1-1 Services, the City shall create the position of and recruit, hire and employ a 9-1-1 Director who shall be an employee of the City who shall oversee and supervise the 9-1-1 Services. The County shall establish by order a 9-1-1 Advisory Board to advise the 9-1-1 Director and the City regarding recommended protocols, procedures, technological upgrades and similar in respect of the 9-1-1 Services from time to time. The 9-1-1 Advisory Board so created shall have the following specific duties: (i) to prepare recommended annual budgets for the use and application of the funds from contributions and service fee charges provided for in Section 2 of this Agreement; (ii) to monitor the allocation of such funds and the provision of 9-1-1 Services in the County; (iii) to coordinate the implementation, upgrading or maintenance of the system, including making of recommendations for equipment specifications and coding systems; (iv) to undertake such studies or investigations and to make such recommendations as may be necessary or desirable for the proper functioning and delivery of the 9-1-1 Services; and (v) to establish amounts for service fee charges for any Public Agency (as that term is defined in Section 190.300 RSMo., as amended) that is a user of PSAP Services other than the City, County, and RCAD, and to revise such amounts from time to time. The 9-1-1 Advisory Board shall consist of seven (7) members consisting of: (i) the County’s Presiding Commissioner serving as the County Chief Emergency Management Officer or in an extended absence, a designated current County Commissioner; (ii) One (1) representative appointed by all of fire districts receiving the 9-1-1-Services under this Agreement, selected in any manner the foregoing districts may determine; (iii) One (1) representative of the Randolph County Sheriff’s Department; (iv) One (1) representative of the Randolph County Ambulance District; (v) One (1) representative of the Moberly Fire Department; (vi) One (1) representative of the City of Moberly appointed by the City Council; and (vii) the 9-1-1 Director, who shall serve as non-voting ex-officio Chair. The 9-1-1 Advisory Board shall meet at least quarterly. The 9-1-1 Director shall not vote in the event of a tie.”

5. Section 4 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 4, “Term, Effect” in its entirety and by substituting therefor the following Section 4:

“4. Term; Effect. The term of this Agreement shall commence on January 1, 2023 (the “Effective Date”) and remain in force and effect for a period of Five (5) years following the Effective Date (the “Amended Initial Period”) and thereafter shall automatically renew for successive periods of One (1) year each for two (2) years; *provided that* after the expiration of the Amended Initial Period, this Agreement may be terminated by the City, County, or RCAD upon six (6) months prior written notice delivered as provided in Section 5 of this Agreement. This Agreement supersedes any prior agreement for 911 dispatch services between the Parties and any such agreement shall be of no further force and effect.”

6. Section 6 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 6, “Indemnification” in its entirety and by substituting therefor the following Section 6:

“6. Indemnification. To the extent permitted by law, the City agrees to indemnify and hold the other Parties, and their respective governing body members, officers, and employees, harmless from and against any and all suits or claims by persons or entities other than signatories to this Agreement, including cost of reasonable attorneys’ fees, resulting from the City’s provision of the 9-1-1 Services; *provided that* the indemnification contained in this Section 6 shall not extend to claims resulting in any way from (i) the willful misconduct or negligence of officials, employees and agents or any Party and for which such Party is held to be liable or such officials, employees or agents are held to be individually liable; and (ii) any legal action brought challenging all or any part of this Agreement or the approval thereof by any Party (other than procedural defects which defects may not be subsequently corrected by such Party) or any ordinance or order adopted in connection with this Agreement as hereby amended or the 9-1-1 Services, or any payment of costs under this Agreement.”

7. Section 7 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 7, “Notices” in its entirety and by substituting therefor the following Section 7:

“7. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Moberly
101 West Reed Street - City Hall
Moberly, Missouri 65270
Attn: City Manager

with a copy to:

Cunningham, Vogel & Rost, P.C.
333 South Kirkwood Road, Suite 300
St. Louis, Missouri 63122
Attn: Thomas A. Cunningham, Esq.

If to the County

The County of Randolph
County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

with a copy to:

Schraeder Law Firm P.C.
4579 Laclede Avenue
Suite 142
St. Louis, Missouri 63108
Attn: Ivan Schraeder, Esq.

If to the RCAD:

Randolph County Ambulance District
1366 US-24
Moberly, Missouri 65270
Attn: Chief Executive Officer

with a copy to:

Attn: _____”

8. References to Other Parties. References in the Original Agreement to the “other Party” shall be understood to mean the “other Parties”, “neither Party” shall be understood to mean “no Party”, and “City and the County” shall be understood to mean “the Parties”.

9. User Agreements. The City is hereby authorized to enter into agreements with users of all or any portion of the Dispatch Services, with the charges for such services being established by the 9-1-1 Advisory Board as described in Section 3 of this Agreement. The Parties acknowledge that the funding solution reflected in **Exhibit 1** is based on user fees being implemented for such users beginning in 2025.

10. Ratification of Original Agreement as Amended; Conflicts. The Original Agreement as modified and amended by this First Amendment is hereby ratified and confirmed by each of the Parties. Except for the specific modifications and amendments contained in this First Amendment, all other terms of the Original Agreement shall remain unchanged, in full force and effect, and binding on each of the Parties; *provided that* in the event of any conflict between the terms of this First Amendment and those of the Original Agreement, the terms of this First Amendment shall govern and the Original Agreement shall be deemed modified to the extent of the conflict.

[Remainder of page left blank intentionally. Signatures of the parties appear on the following page(s).]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Presiding Commissioner

ATTEST:

Will Ellis, County Clerk

**RANDOLPH COUNTY AMBULANCE
DISTRICT**

By: _____
Title:

ATTEST:

Exhibit 1

Table A: Funding Solution for Central Dispatch

Revenues	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
City of Moberly Landlines	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	560,000
Randolph County Landlines	5,000	5,000	5,000	5,000	5,000	0	0	0	25,000
Randolph County Cell Phones	205,000	211,000	217,000	224,000	230,000	118,500	0	0	1,205,500
City of Moberly User Fee	250,000	250,000	250,000	275,000	285,000	295,000	259,000	212,500	2,076,500
RCAD User Fee	0	26,000	52,000	104,000	104,000	104,000	138,300	127,500	655,800
County User Fee	0	0	36,000	80,000	80,000	80,000	92,200	85,000	453,200
Rural Fire and Small City Fee	0	0	0	5,000	5,000	5,000	5,000	5,000	25,000
ARPA Grant Funds	120,000	113,000	117,000			0	0	0	350,000
1/8 Cent Sales Tax	0	0	0	0	0	250,000	500,000	500,000	1,250,000
Total Revenue	650,000	675,000	747,000	763,000	779,000	922,500	1,064,500	1,000,000	6,601,000
Total Estimated Expenses	650,000	675,000	675,000	880,000	880,000	880,000	961,000	1,000,000	6,601,000
OVER UNDER REVENUE	0	0	72,000	-117,000	-101,000	42,500	103,500	0	0

Table B: Possible Funding Solution for Central Dispatch Based On Legislative Amendments

Revenues	2022	2023	2024	2025	2026	2027	2028	2029	TOTAL
City of Moberly Landlines	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	560,000
Randolph County Landlines	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	40,000
Randolph County Cell Phones	205,000	211,000	217,000	224,000	230,000	237,000	242,000	248,000	1,814,000
City of Moberly User Fee	250,000	250,000	250,000	275,000	285,000	295,000	99,000	86,000	1,790,000
RCAD User Fee	0	26,000	52,000	104,000	104,000	104,000	59,400	51,600	501,000
County User Fee	0	0	36,000	80,000	80,000	80,000	39,600	34,400	350,000
Rural Fire and Small City Fee	0	0	0	5,000	5,000	5,000	5,000	5,000	25,000
ARPA Grant Funds	120,000	113,000	117,000	0	0	0	0	0	350,000
1/8 Cent Sales Tax	0	0	0	0	0	250,000	500,000	500,000	1,250,000
Total Revenue	650,000	675,000	747,000	763,000	779,000	1,046,000	1,020,000	1,000,000	6,680,000
Total Estimated Expenses	650,000	675,000	675,000	880,000	880,000	880,000	961,000	1,000,000	6,601,000
OVER UNDER REVENUE	0	0	72,000	-117,000	-101,000	166,000	59,000	0	79,000

Exhibit 2

Rev: October 14, 2022				
Randolph County Missouri - Public Safety Radio System Project Planning				
Item No	Equipment and Services	MRJCC Dispatch Rural Fire Analog	MRJCC Dispatch Rural Fire P25 Digital	Actual
A	Tower Site in Moberly: 250-ft Self Supporting Tower	\$ 550,000	\$ 550,000	
B1	VHF P25 Repeater System - Moberly Police Dept.	\$ 45,000	\$ 45,000	
B2	VHF P25 Mobile and Portable Radios for Moberly Police Dept. (based on recent proposal)	\$ 92,160	\$ 92,160	
B3	VHF P25 Repeater System - Moberly Fire Dept.	\$ 40,000	\$ 40,000	
B4	VHF P25 Mobile and Portable Radios for Moberly Fire Dept. (est, based on recent proposals)	\$ 111,360	\$ 111,360	
B5	MRJCC Add 3rd Moto MCC7500 Dispatch Console	\$ 110,000	\$ 110,000	\$ 85,000
B6	MRJCC New 3-Pos Dispatch Workstation Furniture	\$ 105,000	\$ 105,000	
B7	MRJCC CAD/EMS Software Interface	\$ 40,000	\$ 40,000	
B8	MRJCC/Moberly Contingency & Proj. Mgmt	\$ 44,000	\$ 44,000	
C	MOSWIN P25 Mobile and Portable Radios for Randolph County Sheriff's Office (costs based on recent proposal from Motorola/Wireless USA)	\$ 554,968	\$ 554,968	
D1	VHF P25 6-Site VHF Simulcast Repeater System for RCAD and Rural Fire Operations	\$ 450,000	\$ 450,000	
D2	VHF Mobile, Portable and Pager Radios for Randolph County Rural Fire Agencies (refer to Report; does not include radios for RCAD)	\$ 433,300	\$ 641,200	
E1	VHF Repeater for RCAD (Analog or P25)	\$ 15,000	\$ 50,000	
E2	VHF P25 Mobile, Portable Pager Radios for RCAD Dept.	\$ 94,000	\$ 94,000	
E3	New MCC7500 Dispatch Consoles for RCAD			
F	New VHF P25 Mobile & Portable Radios Huntsville PD	\$ 39,147	\$ 39,147	
G	Project Contingency	\$ 75,000	\$ 75,000	
H	FCC Licensing Fees	\$ 10,000	\$ 10,000	
I	Project Management (included in each total above)			
J	Radio User Training Services	\$ 15,000	\$ 15,000	
Total - System/Project Costs		\$ 2,823,935	\$ 3,066,835	\$ 85,000

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: December 5, 2022

Agenda Item: Notification of Participation in Law Enforcement Support Office (LESO) Program Participating Law Enforcement Agency (LEA)

Summary: The Moberly Police Department has been a participating agency in the LESO program for a minimum of the last five years. This program has allowed the department to obtain and utilize equipment we would not have been able to afford otherwise. Changes in the program under Presidential Executive Order 14074 now require a participating agency provide written or electronic notification to the local community of its intent to request controlled property and provide written or electronic notification to the city council or appropriate Civilian Governing Body of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO program recommend the LEA provide these notices on or before January 1, 2023, and again at the beginning of each physical year.

Recommended Action

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

Police Department***Professional, Proactive Policing***

Troy Link

Chief of Police

264th Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

November 2022

SUBJECT: Notification to Civilian Governing Body and Local Community. On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local and Territorial Law Enforcement Agencies (LEAs) must:

- 1) Notify their Civilian Governing Body (CGB) (i.e., City Council, County Government, or other local governing body) of its intent to request property from Federal sources (to include Federal funds or grants).
- 2) Notify the local community of its request for property transfers, purchases from Federal funds, agencies, or subcontractors (including existing transfer contracts or grants).

The Moberly Police Department may request the below controlled property items from the Law Enforcement Support Office (LESO) or other federal source:

MISC FACEMASK

FLASHLIGHTS

FLOODLIGHT

IMAGING SYSTEM

RIFLESCOPE

GENERATOR SET SCANNER

AMMUNITION CONTAINER

SEARCHLIGHT

SHIELD, BALLISTIC

INSULATION BLANKET

ANALYZER, HAZARDOUS MATERIAL IDENTIFICATION

SHIPPING CONTAINER

LANDING SEARCHLIGHT

ARMORED VEHICLE

SIGHT, HOLOGRAPHIC

MAGNIFIER

BARRIER, VEHICLE ARRESTING, PORTABLE

RANGE FINDER

RANGE FINDER-TARGET DESIGNATOR

RED DOT SIGHT

FORWARD LOOKING INFRARED

ALL TERRAIN VEHICLE (ATV)

X-RAY, BAGGAGE

GLOBAL POSITIONING SATELLITE (GPS)

AMPLIFIER

HEAVY EQUIPMENT/VEHICLES

ANTENNA

SIGHT, BORE, OPTICAL

LIFE PRESERVER, VEST

BALLISTIC BLANKET

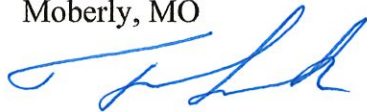
SIGHT, INFINITY

MARKER, IDENTIFICATION	SIGHT, REFLEX
BINOCULAR	MARKSMANSHIP TRAINER
BLANKETS	SMALL ARMS STORAGE RACKS
MEDICAL/FIRST AID SUPPLIES	SPOTTING INSTRUMENT, OPTICAL
BREATHING APPARATUS	MISC SMALL ARMS PARTS
TARGET, TRAINING, MOBILE	CAMERA SYSTEM
MISCELLANEOUS COMMUNICATION EQUIPMENT	
TELESCOPE	COMPASS
MULTIMEDIA PROJECTION SET	TENTS/PORTABLE SHELTERS
COMPUTER SYSTEM	NAVIGATION SET, SATELLITE SIGNALS
THERMAL CAMERA	CONTAINER, AMMUNITION
K-9 TRANSPORT	NIGHT VISION DEVICE THERMAL
NIGHT VISION GOGGLE	CAMERA ACCESSORIES CONTAINER
TRAINING AID/SIMULATORS	CONVERSION KIT, RIFLE
NON-ARMORED HMMWV	TRAINING AIDS/DEVICES
COVERALLS	OFFICE EQUIPMENT
TRANSLATION DEVICE	DECONTAMINATION DEVICES
OFFICE SUPPLIES	TRUCK, CARGO
DECONTAMINATION SYSTEM	PORTABLE RADIO
TRUCK, TANK	DEEP WATER FORDING KIT
DETECTOR, GAS	PREFAB & PORTABLE BUILDINGS
PROTECTIVE EYEWEAR	WARM WEATHER CLOTHING/SHOES
DIVERS SUIT	PUBLIC ADDRESS SYSTEM
SMALL ARMS PARTS/ACCESSORIES	
EXPLOSIVE ORDNANCE DISPOSAL ROBOT RADIOS	
SMALL ARMS	

Pursuant to EO14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body (CGB) and the local community of my agency's intent to request the controlled property items identified in the above list.

Chief Law Enforcement Official Name Title, Law Enforcement Agency Name

Chief of Police Troy Link
Moberly Police Department
Moberly, MO



City of Moberly

City Council Agenda Summary

Agenda Number: WS #3.
 Department: Public Works
 Date: December 5, 2022

Agenda Item: A request for lighting along W Urbandale from S Williams to the tracks.

Summary: We have an area of trail/Street on the South end of town, W. Urbandale Dr. that between the RR Tracks and S. Williams has no secondary power on poles and no residences fronting this area. It is very dark, and we have significant trail use in the mornings and evening with people concerned about the dark conditions. We have put up lighting for street and trail coverage all along here where we could, but without secondary power available on these poles, this area remains very dark.

I have attached a quote from Brian Blackburn (Ameren) to install secondary along here and while it's not overly expensive, however we don't have a funding source that I can cover it from. I have requested financial assistance from Ameren and the Brian (City of Moberly). Ameren thinks they could come up with at least \$500 in the upcoming budget year and Brian felt like the City could contribute \$1,000, so the third-party group would need to come up with the remaining total to cover the installation of secondary power (\$3,827.66 + MCF fee), and I am proposing that the City would support the ongoing monthly operational costs under our street light program, if outside donations can raise enough funds to cover the remainder of secondary power cost.

Recommended

Action: Review/Discussion.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

Roll Call

Aye

Nay

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

CHRGPRNT AMEREN MISSOURI
 08/27/22 PRICE QUOTATION AND AUTHORIZATION
 COMPANY: UEC REGION: 019 DISTRICT: 2DLD W/R# 104771 CREW HQ: 06NXXX
 STATUS: 20 ON 01/13/22 DESIGN SCHEME NUMBER: WPA: 270
 PROJECT NAME: QUOTE JOB - SIMP - NOT FOR CONSTRUCTION TAX AREA: 065270
 JOB ADDRESS: 0,URBANDALE,MOBERLY PREMISE:
 JOB DESCRIPTION: SYSTEM WORK

=====

NON-STANDARD CHARGES:		\$4,165.66
CUSTOMER ENTITLEMENT:	(LESS)	\$0.00
REVENUE OFFSET:	(LESS)	\$338.00
	SUBTOTAL	\$3,827.66

STANDARD CHARGES:
 QTY UNIT PRICE DESCRIPTION

TAX: \$0.00

=====

NET ONE-TIME CHARGE	\$3,827.66
---------------------	------------

COMMENT: PRICE QUOTE

=====

* THIS QUOTATION IS FOR INFORMATION ONLY. NO ACTION IS REQUIRED. *

* *

* *

* *

* *

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: AMEREN MISSOURI
 MOBERLY OPERATING CENTER
 501 FRANKLIN
 MOBERLY, MO 65270

BILLING INFO: CITY OF MOBERLY
 0,URBANDALE

MOBERLY MO 65270

AUTHORIZED BY: Brian Blackburn NAME
 _____ POSITION
 _____ PHONE
 _____ PURCHASE ORDER NO. IF APPLICABLE

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 11/25/22 AND IF CUSTOMER FULFILLED
 NECESSARY REQUIREMENTS FOR AMEREN MISSOURI TO COMMENCE WORK BY 02/23/23

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

Notes

WS #3.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

568.1 Feet

284.06

0

568.1

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Administration

Date: December 5, 2022

Agenda Item: A request from Moberly Chamber of Commerce to use the Kelly Hotel in September 2023 for an event.

Summary: The Chamber would like to potentially use the Kelly Hotel as the site for a 2023 “Over the Edge” event. This event will be a Chamber fundraiser. It has been hosted in Columbia by Love Inc at the Tiger Hotel since 2018. Love Inc has released the exclusive rights to host an OTE to the Chamber for 2023. The chamber is working with OTE to identify possible buildings, the Kelly is only one option for OTE. OTE will be in Moberly to vet our buildings prior to the 12/19/2022 Council Meeting. After their visit we should have a final location and depending on their direction may no longer need access to the Kelly.

Recommended

Action Direct staff to bring to the December 19th Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed



Moberly Area Chamber of Commerce
211 West Reed Street | Moberly, MO 65270
phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

December 1, 2022

To: City of Moberly

RE: Use of Kelly Hotel September 8, 9 10, 2023

Moberly Area Chamber of Commerce would like to request the use of the property at 109 North Clark Street (the Kelly Hotel) on September 8, 9, 10, 2023 for the purpose of tourism development.

If the City of Moberly (or a specific department) has additional questions please contact Megan Schmitt by email director@moberly.com or phone 660.263.6070.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Megan Schmitt
Executive Director – Moberly Area Chamber of Commerce

City of Moberly City Council Agenda Summary

Agenda Number: WS #5.

Department: Parks

Date: December 5, 2022

Agenda Item: Shelter 5 Roof

Summary: Shelter 5 roof is decades old and has holes scattered throughout. It needs replaced and was budgeted for in the current budget year. The trusses are also estimated at 50-60 years old – nearly as old as the old ag. barns – and have signs of deterioration and carpenter bee damage. Truss replacement, metal gables (as opposed to the current deteriorated wood), and a new metal roof is the scope of what we bid out.

In-house, we will replace the final 4 posts prior to work starting on the roof. We will remove the existing electrical. And we will then work with the Lion's Club for updated electrical that is up to code and LED lighting.

Recommended

Action: Direct staff to bring to the December 19, 2022 Council meeting for approval.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$26,750.83

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other: _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

CITY OF MOBERLY

"BID OPENING"
Sign-In Sheet

Date: 12/02/2022
2pm

Name

Company

Shannon Hance

City of Moberly, MO

Michael King

Professional Metal Fabricators

Troy Bock

[Signature] City of Moberly

Shelter S Roof

WS #5.

CITY OF MOBERLY

"BID OPENING"

Date: 12/02/2022
2pm

Home Perfect Exteriors LLC

\$ 62,753.⁶¹

PCE

\$ _____
add elevation
\$ 49,940.⁰⁰, + 1,250.⁰⁰

PMF

\$ 26,506.⁰⁰

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



Home Perfect Exteriors, LLC
13016 Manchester Rd
Des Peres, MO 63131
Phone: 636-541-5191

Company Representative
Jack Buck
Phone: (314) 706-7143
jack@homeperfectexteriors.com

Shelter 5 Roof and Framing Replacement

WS #5.

12/02/2022

City of Moberly Shelter 5
204 Rothwell Park Road
Moberly, MO 65270

Job: City of Moberly Shelter 5

Shelter 5

Home Perfect Exteriors proposes to supply necessary materials, tools, labor and equipment to furnish and replace entire truss system, install new exposed fastener metal roof system and associated trim on property listed above

1. Install landscape protection around property to ensure vegetation and vulnerable areas are well protected throughout demolition phase of the project.
2. Remove existing metal roof and entire truss system and dispose of
2a: All electrical components will be detached and left to be reconnected by others
3. Furnish and install approved truss system
4. Fabricate on-site and install metal roofing panels and trim: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish
5. Fabricate on-site and install metal wall panels and trim where existing: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish

NOTE: Sealed blueprints and building permits to be obtained by Home Perfect Exteriors

Please note: Oil canning is a common occurrence with metal roofing and is not cause for rejection. All work come with a 10 Year Workmanship Warranty and a 45 Year Limited Material Warranty through the manufacturer. Paint finish comes with a 45 Year Limited Warranty.

\$62,753.61

TOTAL

\$62,753.61

Starting at \$627/month with  **Acorn** • [APPLY](#)

Terms and Conditions

1. Home Perfect Exteriors Obligations:

- a. Home Perfect Exteriors will supervise and direct all work, using commercially reasonable skill and attention. All work will be completed in a workmanlike manner, according to standard industry practices.
- b. Home Perfect Exteriors will furnish Owner with lien waivers upon completion of the Work and payment in full by Owner.

2. Owner's Obligations:

- a. Payment: Owner will pay half (1/2) or ACV + deductible (if this is an insurance job) of the contract price upon acceptance and execution of the Proposal, before any work is to be performed. The remaining balance of the contract shall be due and payable upon Owner's receipt of Home Perfect Exteriors invoice, which shall occur upon completion of each trade. For Owner's convenience, Home Perfect Exteriors accepts all major credit cards; provided however, if a credit card is used for payment, a 3% fee will apply per transaction. Owner shall be required to pay interest on all past due amounts of more than 30 days at the interest rate of 1.5% month until paid in full. In the event that Home Perfect Exteriors initiates or pursues any action or proceeding to collect amounts owed **23** per the Contract, Home Perfect Exteriors will be entitled to recover all

costs and expenses incurred, including, but not limited to, attorneys' fees, expert fees, and costs and expenses of litigation, including limited to, any appeals. WS #5.

b. Insurance: Owner will carry property, casualty, fire and other insurance related to the work contained in this Contract.

c. Access: Owner grants full access to the subject property for staging and execution of work unless otherwise agreed in writing.

3. **The Contract:** As used herein, the term "Contract" consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Authorization Form.

4. **Scope of Work:** No labor or materials will be furnished except as specified herein or agreed to in writing. All changes to the scope of work set forth in this Contract must be done in writing and signed by both parties. Home Perfect Exteriors rights and remedies extend to changes to the scope of work unless otherwise agreed to in writing. Moreover, the specified work and quoted price is subject to change upon discovery of any latent and/or hidden defects. Accordingly, while Home Perfect Exteriors will take field measurements of existing conditions related to Home Perfect Exteriors work, and shall observe any conditions at the site affecting it, these measurements and observations are solely for the purpose of facilitating coordination and construction by Home Perfect Exteriors and are not for the purpose of discovering any unknown conditions or latent issues related to the site. Therefore, if Home Perfect Exteriors encounters conditions at the site that are unknown or differ materially from those ordinarily found to exist, Home Perfect Exteriors shall promptly notify the Owner. These conditions may cause an increase or decrease in the contract price or scheduled timeline required for the performance of Home Perfect Exteriors work. If this should occur, Home Perfect Exteriors shall negotiate an adjustment to the contract price/sum or timeline with the Owner. Any alteration or deviation from specifications outlined in the Contract involving extra costs must be executed upon written consent of both parties. If the Owner does not agree to the extra cost or time due to the unknown condition, Home Perfect Exteriors may terminate this Contract for cause and cease all operations. In the event that this Contract is terminated, Home Perfect Exteriors will be entitled to receive payment only for the work performed, materials supplied, and any other costs incurred, along with 10% margin for overhead and profit. Notwithstanding anything contained herein to the contrary, in the event the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Owner shall have the right to cancellation as set forth in Section 20 below, and Home Perfect Exteriors shall have the right to terminate this Contract upon notice to Owner if the scope of work and/or the consideration for the scope of work identified by owner's insurer is unacceptable to Home Perfect Exteriors in its sole and absolute discretion.

5. **Warranty:** Home Perfect Exteriors warrants that the work will be performed in a workmanlike manner. Home Perfect Exteriors Limited Warranty, issued upon the completion of the work and after receipt of payment by Home Perfect Exteriors of the full contract price, is incorporated herein by reference. Owner shall notify Home Perfect Exteriors in writing of any leaks alleged to have been caused by Home Perfect Exteriors workmanship or materials within three (3) days following discovery of said leaks. Owner agrees that Home Perfect Exteriors shall be provided with a reasonable opportunity after such written notification to inspect and repair any workmanship defects. All defects shall be inspected and any defect in workmanship deemed attributable to Home Perfect Exteriors work will be corrected free of charge. In the event Home Perfect Exteriors determines that the alleged defect is not the fault of Home Perfect Exteriors, or is not covered under any applicable warranty, Owner agrees to pay Home Perfect Exteriors a reasonable service fee for the site visit and inspection. Home Perfect Exteriors HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN.

6. **Unknown Conditions.** Home Perfect Exteriors shall not be responsible for any existing mold, hazardous substances or any interior damage resulting from such mold or hazardous substances, concealed, unknown or unusual conditions and defective work, existing code violations or issues that may have been caused by Owner or the prior work, and labor or materials performed by third parties or others that are not employed by Home Perfect Exteriors. **Home Perfect Exteriors scope of work shall not include the identification, detection, abatement or removal of asbestos or similar hazardous substances. If Home Perfect Exteriors discovers such products or materials in the course of performing its works and Home Perfect Exteriors determines that such materials present a hazard to Home Perfect Exteriors' team, Home Perfect Exteriors shall have the right to discontinue its work and remove its team from the worksite until such products or materials are located and abated, encapsulated or removed, or it is determined that no hazard exists.**

7. **Safety.** The worksite is an active construction site and is not safe for non-essential personnel or persons who do not hold the proper safety credentials. All Home Perfect Exteriors employees and subcontractors are trained to follow safety guidelines established by applicable industry and governmental standards. For the Owner's safety and the safety of others, Home Perfect Exteriors prohibits anyone other than the members of the Home Perfect Exteriors' team to be in, under, or around the worksite during construction. If someone other than a member of Home Perfect Exteriors' team must be on site, Owner shall make arrangements with Home Perfect Exteriors for a temporary stoppage of work if access to, or through, the area is required. If delays are deemed to have been caused by a violation of this provision, additional expenses may be added to the final invoice.

8. **Default.** The occurrence of any of the following shall constitute an Event of Default under the Contract : (a) the failure of Owner to make any required payment under this Contract when due and payable; (b) the insolvency or bankruptcy of Owner; (c) the subjection of any of Owner's property to any levy, seizure, general assignment for the benefit of creditors or by any creditor or governmental agency; and (d) the breach by Owner of any of its obligations under this Contract.

9. **Remedies.** In addition to any and all other rights Home Perfect Exteriors may have at law or in equity, upon the occurrence of an Event of Default by Owner, Home Perfect Exteriors may terminate this Contract by providing written notice of the same to Owner. In the event of termination, Home Perfect Exteriors shall be entitled to payment for any work performed by Home Perfect Exteriors. If either party shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, then the prevailing party in such proceedings shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable costs and expenses incurred in such proceedings, including reasonable attorney's fees.

10. **Representations and Warranties of Owner.** Owner represents and warrants to Home Perfect Exteriors that: (a) Owner is the true and lawful owner of the real estate and home or building located on the real estate, (b) the home or building that is the subject of this Contract is fully and completely located within the boundaries of the real estate owned by the Owner, and (c) Owner has all necessary power and authority to enter into this Contract.

11. **Force Majeure:** Home Perfect Exteriors is not responsible for and Owner may not hold Home Perfect Exteriors liable for any delay or inability to perform caused by acts of God, weather, pandemic, virus, or other causes of casualty beyond Home Perfect Exteriors control.

12. **Assignment:** If Home Perfect Exteriors is unable to complete work for any reason, it may assign its obligations hereunder to a contractor of its choice.

13. **Right of Contractor to Terminate Contract:** Owner may terminate this Contract by written notice to Home Perfect Exteriors at anytime within three (3) business days of the date hereof, without penalty. Home Perfect Exteriors reserves the right to terminate this Contract for convenience within three (3) business days of the date hereof, without penalty. Owner understands, however, that upon the execution of this Contract, Home Perfect Exteriors shall proceed promptly to locate materials, arrange for labor, and engage in other activities necessary to complete the job, all of which constitute the work under this Contract. Therefore, should Owner terminate this Contract for convenience after three (3) business days of the date hereof, Owner shall pay Home Perfect Exteriors the fair and reasonable value for work performed up to the date of termination.

14. **Indemnity:** Owner hereby agrees to indemnify and hold harmless Home Perfect Exteriors and its subcontractors, agents, employees, and representatives against all claims, losses, damages, costs, injuries, or damages of any kind or nature (including reasonable attorneys' fees) to the extent caused by (a) the negligent acts or omissions of the Owner, its agents, employees and representatives and (b) any breach by Owner of any duties or obligations arising out of this Contract.

15. **Limitation of Liability:** IN NO EVENT SHALL HOME PERFECT EXTERIORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO HOME PERFECT EXTERIORS PURSUANT TO THIS CONTRACT. IN NO EVENT SHALL HOME PERFECT EXTERIORS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES AND/OR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

16. **Venue and Choice of Law:** This Contract and the services provided hereunder will be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law rules. The Owner and Home Perfect Exteriors agree that any actions or proceedings arising directly, indirectly or otherwise in connection with or related to this Contract shall be litigated only in the courts located in St. Louis County, Missouri.

17. **Entire Agreement:** The "Contract", representing the entire agreement between the parties, consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Supplemental Owner Information. These documents form the entire agreement between Home Perfect Exteriors and Owner and are incorporated by reference in full, as if repeated herein. The Contract Documents supersede any and all prior negotiations, agreements, statements and understandings between the parties related to the work to be performed under the Contract. The Contract is binding upon the heirs, executors, administrators, successors, and assigns of the Owner.

18. **Severability:** The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Contract, or to exercise any right, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

19. **Independent Contractor.** In performing its obligations under this Contract, Home Perfect Exteriors shall be deemed an independent contractor and not an agent or employee of Owner. Home Perfect Exteriors shall have exclusive authority to manage, direct and control the work performed pursuant to this Contract.

20. **Notice of Cancellation.** If the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Home Perfect Exteriors has delivered to Owner simultaneously with the execution of this Contract, a Notice of Cancellation in accordance with RSMo § 407.725 in the form attached hereto as Exhibit A.

21. **Mechanics Lien Notice.**
NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

22. **Execution.** This Contract may be executed and delivered by facsimile or scanned e-mail transmission as so executed.

Exhibit A**NOTICE OF CANCELLATION**

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Home Perfect Exteriors, LLC at 13016 Manchester Rd., Des Peres, MO 63131 at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.

I HEREBY CANCEL THIS TRANSACTION

(date)

(Insured's signature).



Company Authorized Signature

Date

12/02/2022

Customer Signature

Date

Customer Signature

Date



December 1, 2022

Moberly Parks & Rec Shelter 5 Roof

PCE is pleased to provide a quote for the work as described below and RFQ:

Base Bid: \$49,940

- New roof system to match existing roof system on existing 2x's for truss bearing (painted lumber noted in picture)
- Demo existing trusses and roof panels
- Set new trusses w/ hurricane clips
- New 2x4 purlins
- Fasten new metal roof (standard color approved by owner) and gable panels (29 gauge)

Voluntary ADD Structural evaluation: \$1,250

- If required, have a structural engineer evaluate the existing roof design is adequate

Exclusions:

- Electrical
- Painting

Notes: No truss companies contacted will use treated/CCA lumber for trusses above price is for standard truss material. No bond included (can be provided for additional cost), Insurance can be submitted upon request.

If you have any questions or comments, please do not hesitate to contact me.
Respectfully,

Brian Dennison
Project Coordinator
Phone: (573) 442-1113 Ext.223
Cell: (573) 881-2035
Fax: (573) 875-4478



ELECTRIC BY
PARKS & REC

TRUSSES AND
ROOF PANELS TO
BE REPLACED
WITH NEW



PAINTED WOOD TO
STAY UNLESS
NOTED
OTHERWISE

City of Moberly

Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase:
"Shelter 5 Roof"

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance
~~Kay Galloway~~, City Clerk
 Moberly City Hall
 101 West Reed Street
 Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "***Shelter 5 Roof***," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk's Office in Moberly City Hall at 2:00 p.m. on Friday December 2, 2022.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Friday November 25, 2022. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance \$1 million/occurrence, \$2 million aggregate
- Comprehensive General Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate
- Comprehensive Automobile Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Prevailing Wage

As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>

Variances

Bidders must detail any variances from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after December 19, 2022, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

Brian Demison, PLE 

12/1/22

Date

City of Moberly
City Hall
101 West Reed Street
Moberly, MO 65270
Troy Bock
(660) 263-4420


FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute § 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- 1) Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver same to the District prior to or contemporaneously with the execution of its contract with the District;
- 2) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the District;
- 3) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- 4) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute § 285.530, or any regulations issued thereto;
- 5) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- 6) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute § 285.530, and
- 7) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

Authorized Company Official's Name: Professional Contractors & Engineers Inc.

Signature of Company Official: 

Date: 12/1/22

December 2, 2022

Proposal No. J-0107

Professional Metal Fabricators

Mike King

Project Manager

816-352-5374

City of Moberly

Jefferson City, Mo

Attention: Kay Galloway/Troy Bock

WE PROPOSE, to furnish labor and materials to demo, fabricate, and install new roof on shelter 5 as follows for the sum \$26,506.00 .

- All trusses/gables to demo and replace with #1 grade Kiln dried CCA treated wood trusses.
- Installation will comply with city building codes and manufacture recommendations
- Hurricane clips will be used at trusses to joist and Timberlok from purlins to truss.
- Green metal (color to confirm by owner) G-rib roofing and gables. Ridge cap and fascia included.
- All fasteners for metal to be color match
- Pricing includes equipment rentals, dump fees, material delivery, and removal of existing trusses and roof.

Exclusions: Anything not explicitly described above. Electrical of any type. No foreseen coordination with other trades.

Cost of Materials is reflected as of the current proposal date and is subject to change due to fluctuation in costs. If by your request, an updated cost is needed it will be issued with a purchase order.

Progress billings at the end of each month. – Payment Terms: Net 30 days unless contract states otherwise. This price does not include sales tax unless specifically stated in the proposal.

Presented by:

Accepted by:

Mike King

Client Signature: _____

City of Moberly

Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase:
"Shelter 5 Roof"

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance
~~Kay Galloway~~, City Clerk
 Moberly City Hall
 101 West Reed Street
 Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "*Shelter 5 Roof*," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk's Office in Moberly City Hall at 2:00 p.m. on Friday December 2, 2022.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.

12-2-22
M/K

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Friday November 25, 2022. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

- Workmen's Compensation Insurance \$1 million/occurrence, \$2 million aggregate
- Comprehensive General Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate
- Comprehensive Automobile Liability
 - Bodily injury, including death \$1 million/occurrence, \$2 million aggregate
 - Property Damage \$1 million/occurrence, \$2 million aggregate

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at www.uscis.gov/everify.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Prevailing Wage

As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>

Variances

Bidders must detail any variances from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after December 19, 2022, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

12-02-2022
Date

City of Moberly
City Hall
101 West Reed Street
Moberly, MO 65270
Troy Bock
(660) 263-4420

Witnessed & understood
Professional Metal Fabricating
Michael King Project Manager

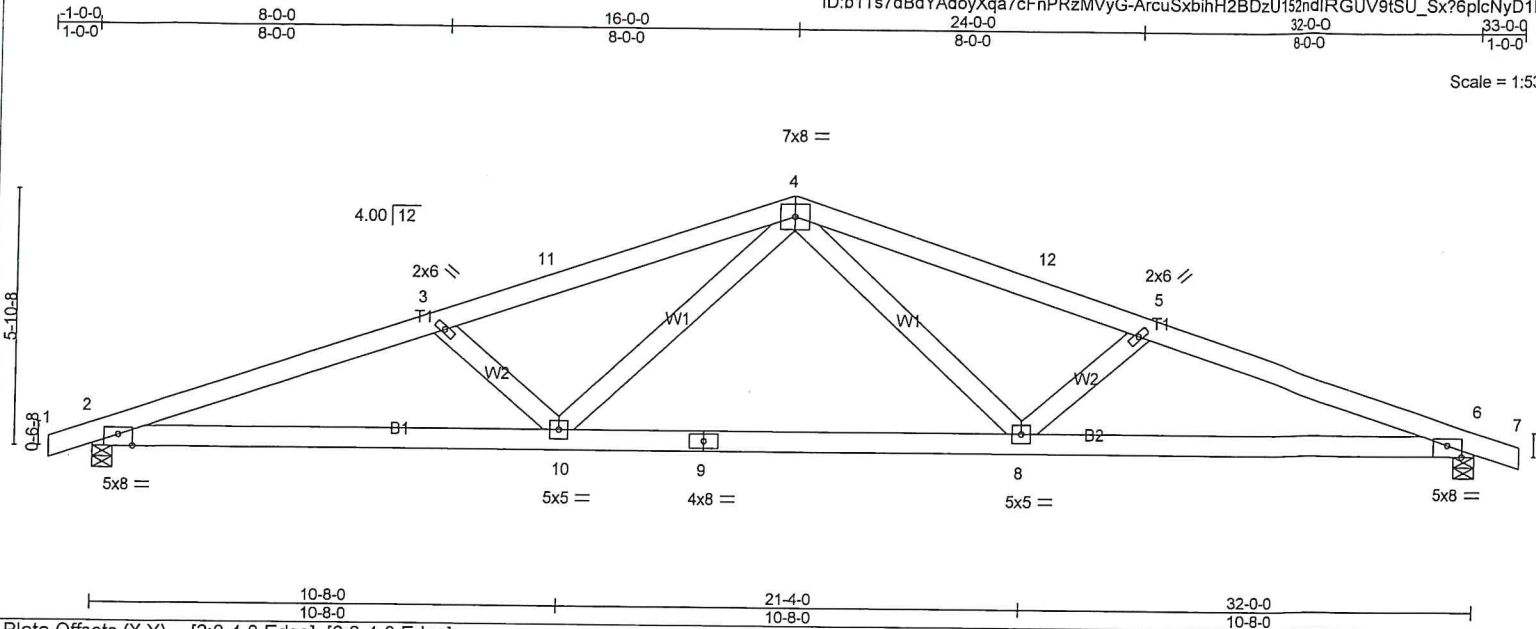
Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)
MOBERLY-1	T1	MOD. QUEEN	14	1	

Mid America Truss, Jefferson City, MO 65101, Spencer Mertens

8 600 s May 6 2022 MiTek Industries, Inc. Fri Dec 10 02 00 2022 Page 1

ID:b1Ts7dBdYAdoyXqa7cFnPRzMVyG-ArcuSxbihH2BDzU152ndIRGUV9tSU_Sx?6picNyD1

WS #5.



Scale = 1:5'

Plate Offsets (X,Y)-- [2:0-4-0,Edge], [6:0-4-0,Edge]

LOADING (psf)		SPACING-		CSI.		DEFL.		PLATES		GRIP	
TCLL (roof)	20.0	4-0-0		TC	0.86	in (loc)	l/defl	L/d			
Snow (Pf/Pg)	19.3/25.0	Plate Grip DOL	1.15	BC	0.61	Vert(LL)	-0.24 8-10	>999	360	MT20	244/190
TCDL	4.0	Lumber DOL	1.15	WB	0.22	Vert(CT)	-0.32 8-10	>999	240		
BCLL	0.0	Rep Stress Incr	NO	Matrix-SH		Horz(CT)	0.09 6	n/a	n/a		
BCDL	2.0	Code IBC2015/TPI2014									
										Weight: 210 lb	FT = 3%

LUMBER-

TOP CHORD 2x6 SP No.1 P
BOT CHORD 2x6 SP No.1 P
WEBS 2x6 SP No.1 P

BRACING-

TOP CHORD 2-0-0 oc purlins (3-0-12 max.)
(Switched from sheeted: Spacing > 2-0-0).
BOT CHORD Rigid ceiling directly applied or 6-9-3 oc bracing.

REACTIONS. (lb/size) 2=1707/0-5-8 (min. 0-2-1), 6=1707/0-5-8 (min. 0-2-1)
Max Horz 2=118(LC 11)
Max Uplift 2=-698(LC 7), 6=-698(LC 8)
Max Grav 2=1758(LC 2), 6=1758(LC 3)

FORCES. (lb) - First Load Case Only

TOP CHORD 1-2=24, 2-3=-3880, 3-11=-3274, 4-11=-3146, 4-12=-3146, 5-12=-3274, 5-6=-3880, 6-7=24
BOT CHORD 2-10=3562, 9-10=2355, 8-9=2355, 6-8=3562
WEBS 4-8=896, 5-8=-788, 4-10=896, 3-10=-788

NOTES-

- 1) Unbalanced roof live loads have been considered for this design.
- 2) Wind: ASCE 7-10; Vult=115mph Vasd=91mph; TCDL=2.4psf; BCDL=1.2psf; h=25ft; Cat. II; Exp C; Enclosed; MWFRS (envelope); cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.33 plate grip DOL=1.33
- 3) TCLL: ASCE 7-10; Pr=20.0 psf (roof live load: Lumber DOL=1.15 Plate DOL=1.15); Pg=25.0 psf (ground snow); Pf=19.3 psf (flat roof snow: Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp C; Partially Exp.; Ct=1.10
- 4) Unbalanced snow loads have been considered for this design.
- 5) This truss has been designed for greater of min roof live load of 12.0 psf or 2.00 times flat roof load of 19.3 psf on overhangs non-concurrent with other live loads.
- 6) The bottom chord dead load shown is sufficient only to cover the truss weight itself and does not allow for any additional load to be added to the bottom chord.
- 7) Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
- 8) Plates checked for a plus or minus 3 degree rotation about its center.
- 9) Lumber designated with a "P" is pressure-treated with preservatives. Plate lateral resistance values have been reduced 20% where used in this lumber. Plates should be protected from corrosion per the recommendation of the treatment company. Borate or other suitable treatment may be used if it does not corrode the plates. If ACQ, CBA, or CA-B treated lumber is used, improved corrosion protection is required, and G185 galvanized plates may be used with this design. Incising factors have not been considered for this design. Building designer to verify suitability of this product for its intended use.
- 10) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) except (jt=lb) 2=698, 6=698.
- 11) This truss is designed in accordance with the 2015 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
- 12) Graphical purlin representation does not depict the size or the orientation of the purlin along the top and/or bottom chord.

LOAD CASE(S) Standard

Job	Truss	Truss Type	Qty	Ply	Job Reference (optional)	WS #5.
MOBERLY-1	T1GE	GABLE	2	1		

Mid America Truss, Jefferson City, MO 65101, Spencer Mertens

8,600 s May 6 2022 MTEK Industries, Inc. Fri Dec 10 10:00:00 AM 2022

ID: b1Ts7dBdYAdoyXqa7cFnPRzMVyG-EwRHue96ADWiuQk6_U7BlrmKaea13iYejW5sKSyD



Scale = 1/4"

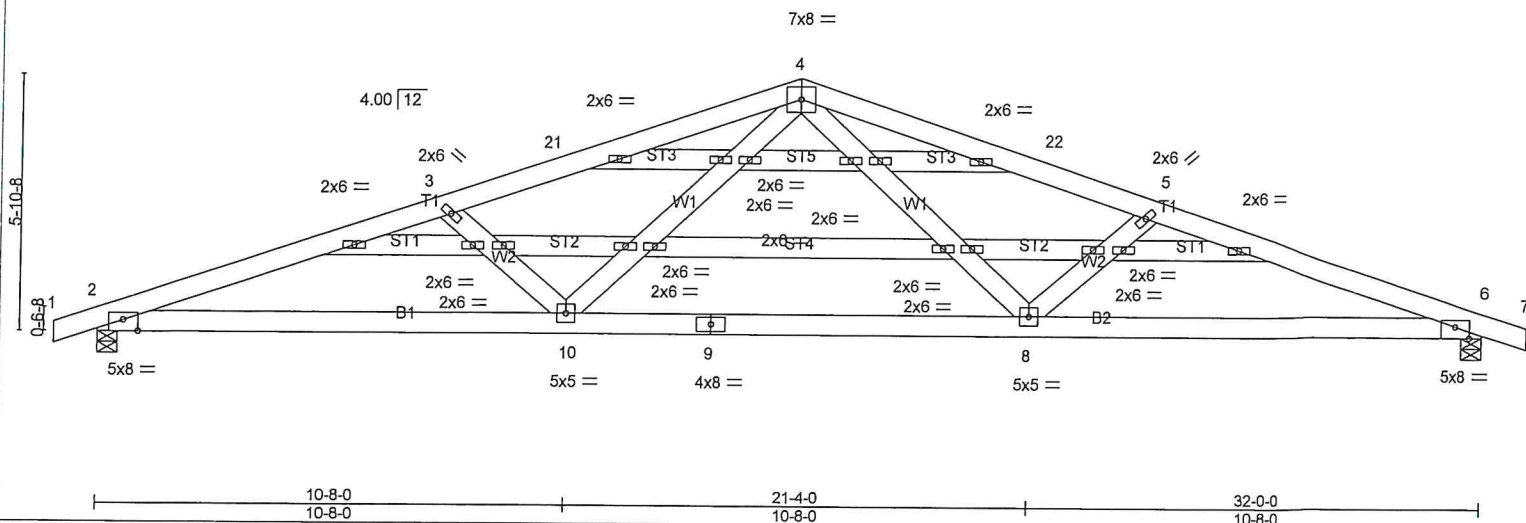


Plate Offsets (X,Y)-- [2:0-4-0, Edge], [6:0-4-0, Edge]

LOADING (psf)		SPACING-	4-0-0	CSI.		DEFL.	in (loc)	l/defl	L/d	PLATES	GRIP
TCLL (roof)	20.0	Plate Grip DOL	1.15	TC	0.86	Vert(LL)	-0.24 8-10	>999	360	MT20	244/190
Snow (Pf/Pg)	19.3/25.0	Lumber DOL	1.15	BC	0.61	Vert(CT)	-0.32 8-10	>999	240		
TCDL	4.0	Rep Stress Incr	NO	WB	0.22	Horz(CT)	0.09 6	n/a	n/a		
BCLL	0.0	Code IBC2015/TPI2014		Matrix-SH							
BCDL	2.0									Weight: 281 lb	FT = 3%

LUMBER-
 TOP CHORD 2x6 SP No.1 P
 BOT CHORD 2x6 SP No.1 P
 WEBS 2x6 SP No.1 P
 OTHERS 2x6 SP No.1 P

BRACING-
 TOP CHORD 2-0-0 oc purlins (3-0-12 max.)
 (Switched from sheeted: Spacing > 2-0-0).
 BOT CHORD Rigid ceiling directly applied or 6-9-3 oc bracing.

REACTIONS. (lb/size) 2=1707/0-5-8 (min. 0-2-1), 6=1707/0-5-8 (min. 0-2-1)
 Max Horz 2=118(LC 13)
 Max Uplift 2=698(LC 7), 6=698(LC 8)
 Max Grav 2=1758(LC 2), 6=1758(LC 2)

FORCES. (lb) - First Load Case Only
 TOP CHORD 1-2=24, 2-3=-3880, 3-21=-3274, 4-21=-3146, 4-22=-3146, 5-22=-3274, 5-6=-3880, 6-7=24
 BOT CHORD 2-10=3562, 9-10=2355, 8-9=2355, 6-8=3562
 WEBS 4-8=896, 5-8=-788, 4-10=896, 3-10=-788

NOTES-

- Unbalanced roof live loads have been considered for this design.
- Wind: ASCE 7-10; Vult=115mph Vasd=91mph; TCDL=2.4psf; BCDL=1.2psf; h=25ft; Cat. II; Exp C; Enclosed; MWFRS (envelope); cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.33 plate grip DOL=1.33
- Truss designed for wind loads in the plane of the truss only. For studs exposed to wind (normal to the face), see Standard Industry Gable End Details as applicable, or consult qualified building designer as per ANSI/TPI 1.
- TCLL: ASCE 7-10; Pr=20.0 psf (roof live load: Lumber DOL=1.15 Plate DOL=1.15); Pg=25.0 psf (ground snow); Pf=19.3 psf (flat roof snow: Lumber DOL=1.15 Plate DOL=1.15); Category II; Exp C; Partially Exp.; Ct=1.10
- Unbalanced snow loads have been considered for this design.
- This truss has been designed for greater of min roof live load of 12.0 psf or 2.00 times flat roof load of 19.3 psf on overhangs non-concurrent with other live loads.
- The bottom chord dead load shown is sufficient only to cover the truss weight itself and does not allow for any additional load to be added to the bottom chord.
- Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
- Plates checked for a plus or minus 3 degree rotation about its center.
- Horizontal gable studs spaced at 2-0-0 oc.
- Lumber designated with a "P" is pressure-treated with preservatives. Plate lateral resistance values have been reduced 20% where used in this lumber. Plates should be protected from corrosion per the recommendation of the treatment company. Borate or other suitable treatment may be used if it does not corrode the plates. If ACQ, CBA, or CA-B treated lumber is used, improved corrosion protection is required, and G185 galvanized plates may be used with this design. Incising factors have not been considered for this design. Building designer to verify suitability of this product for its intended use.
- Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 100 lb uplift at joint(s) except (jt=lb) 2=698, 6=698.
- This truss is designed in accordance with the 2015 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
- Graphical purlin representation does not depict the size or the orientation of the purlin along the top and/or bottom chord.

LOAD CASE(S) Standard

LIMITED 40 YEAR WARRANTY ON AKZO-1050 SILICONIZED POLYESTER FINISH

APPLIES TO GPB ROOFING AND SIDING PANELS

This color-coded finish on Graber Post Building Panels is produced and applied according to standard application practices. Graber Post Buildings, Inc. warrants that the integrity of the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of the shipment of panels from Graber Post Buildings, Inc. (whichever comes first) under normal atmospheric conditions (which excluding corrosive aggressive chemicals, chemical fumes, or direct contact with certain treated lumber.)

1. Peel, crack, check, flake, or blister to an extent that it is apparent on ordinary outdoor visual observation.
2. Vertical installations of GPB Panels will not change color more than five (5) and non-vertical installations will not change more than seven (7) NBS (Hunter) units. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964 (1985), for a period of 30 years; and
3. For (30) years, Sidelwall Panels of Product will not chalk more than a number eight rating and non-vertical installations will not chalk more than a number six rating when measured for ASTM D-4214 Method A.

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including Product which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners: has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of Akzo Nobel, GPB or the coil coater, or contrary to good industry practice: has been damaged due to moisture entrapment in coils and/or bundles during transit or storage: has been stored or installed in a way which allows water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate or delaminate: Product which is installed within 1000 meters (3250 feet), unless approved in writing by Akzo Nobel prior to installation, based on Akzo Nobel review of the information provided on the Site Conditions Form (appendix A): Product topcoats which are not applied onto metal which has been primed with an approved Akzo Nobel primer on both sides of the metal sheet, and which has been coated with an approved Akzo Nobel backer coating on the reverse side, all per specification on the Akzo Nobel Product Date Sheet.

This warranty is expressly subject to the following terms and conditions:

1. The remedy for any claims arising from a defective color-coated finish on GPB Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased price. GPB SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING GPB PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. GPB'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASED PRICE OF THE GPB PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not apply to a particular consumer.
2. The express warranty state herein is the exclusive express warranty applicable to the color-coated finish on GPB Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. Some states do not allow limitation on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer.
3. This warranty provides specific legal rights, and other rights which may vary from state to state may apply.
4. Claims under this warranty must be made in writing to GPB at the address set forth below within 30 days after the discovery of the defect. GPB shall have an additional 30 days to inspect the GPB Panels before any other further action shall be taken.
5. Defects or damages to the GPB color-coated finish caused by handling, shipping, transit, processing, storage or installation are not covered by this warranty. This warranty further shall not extend to or cover damage to the warranted color-coating occasioned by moisture or other contamination detrimental to the color-coated metal prior to installation.
6. Minor hairline cracking of the color-coated finish is not covered by this warranty.
7. The GPB color-coated finish is not warranted to weather uniformly under non-uniform conditions of exposure or use.
8. All claims under this warranty must be accompanied by the original invoice.
9. The remedy for any claims arising from a defective color-coated finish on GPB panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased price. The amount of refund shall be reduced by 3.3% for each year the GPB panels were in use. This beginning after the ninth year.
10. THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE.



Graber Post Buildings, Inc
7716 N 900 E
Montgomery, IN 47558
(800) 264-5013 | www.graberpost.com



Grabber Post Buildings, Inc.

7716 N 900 E

Montgomery, IN 47558

812-636-7355

Certificate

File #R27457

G-Rib



Roof Deck Panels

As to Uplift Resistance

Class 90

As Shown by Construction Nos. 560,584

See UL Roofing Material and System Directory

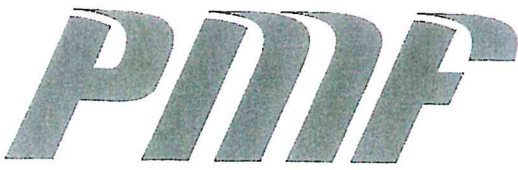
4UD5

Building Units

For Roofing Systems

As to External Fire Exposure

"Also Classified as to Impact Resistance: Class 4"



BUILD • INSTALL • MAINTAIN

Date: _____

Job: _____

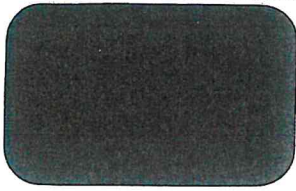
WS #5.

Drawn by: _____

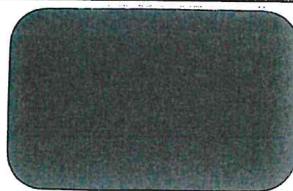
Sketch No.: _____

Desc: _____

Professional Metal Fabricators, LLC • 7511 Liberty Road • Jefferson City, MO 65101 • Ph. (573) 634-1069 • www.prometalfab.co



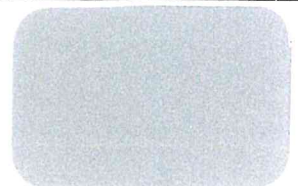
Shiny Black



Black



Charcoal

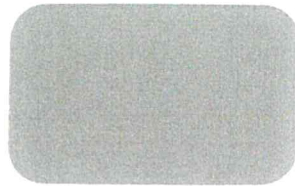


Gray

Bright White



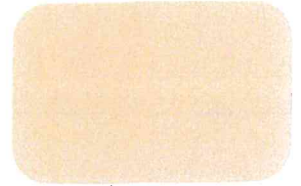
White



Ivory



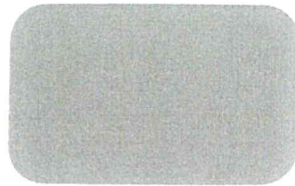
Tan



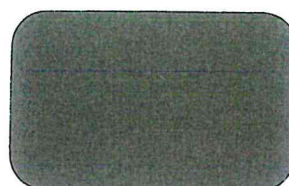
Stone



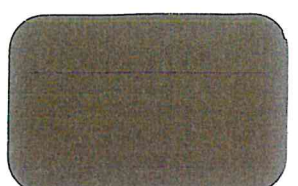
Clay



Burnished Slate



Brown



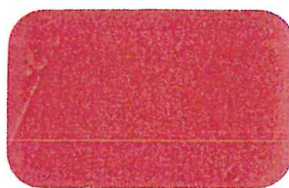
Red



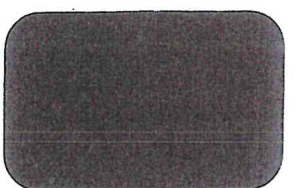
Dark Red



Crimson Red



Burgundy



Gallery Blue



Blue



Evergreen



Hartford Green



Gold

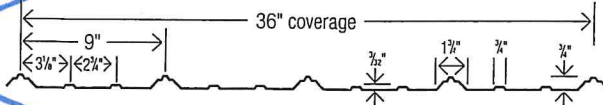


Copper

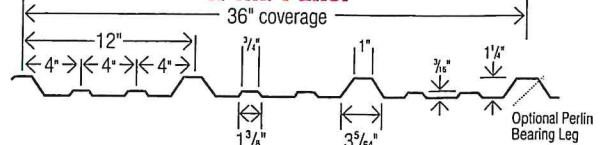
AkzoNobel

COVERAGE Our 3/4" rib with its anti-siphon feature gives you a weather-tight seal.

G-Rib Panel



R-Rib Panel



Standard Panel

