

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
May 04, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

1. Proclamation for Water Week in Moberly

Public Hearing and Receipt of Bids

2. Receipt of bids to install exhaust systems at both Moberly Fire Stations

Ordinances & Resolutions

3. A Resolution Accepting The Bid Of Federal Signal Corporation And Authorizing Contracting For Installation Of An Emergency Warning Siren

4. A Resolution Authorizing The City Manager To Enter Into An Agreement With Air Cleaning Technologies to Purchase And Install Exhaust Removal Systems At Both Fire Stations In The Amount of \$42,900.00

5. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

6. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending legal communication and real estate (Closed Statutes 610.021) (1, 2)

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook Page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #1.
 Department: Public Utilities
 Date: May 4, 2020

Agenda Item: Proclamation for Water Week in Moberly

Summary: Drinking Water Week, the first week of May each year, is observed to recognize the hard work and dedication of water system employees across the country. We appreciate the commitment of the City Council, employees and citizens of Moberly to the delivery of safe, reliable drinking water and wastewater treatment for our community.

Recommended

Action: Review the proclamation

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"/> 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"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other _____		Passed	Failed



PROCLAMATION

Whereas,

The *City of Moberly Public Utilities Department* is a valuable community asset that contributes to the well-being of local citizens through local community control and self-determination, consumer and community service, economic development, environmental protection, and safety awareness; and

Whereas,

Water is a life-sustaining natural resource, and any measure of a successful society – public health, economic growth and diversity, productivity, and public safety – is in some way related to access to safe water; and

Whereas,

We are all stewards of the water infrastructure upon which future generations depend; and

Whereas,

The *City of Moberly's tap water* delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

Whereas,

The *City of Moberly's workers* have a deep commitment to our community, working day and night to make infrastructure repairs in the event of water main breaks or other outages; and

Whereas,

The *City of Moberly's workers* have a deep commitment to our community, working day and night to make infrastructure repairs in the event of water main breaks or other outages; and

Whereas,

Each citizen of the *City of Moberly* is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water; and

Whereas,

The first week of May has been nationally designated as Drinking Water Week since 1988 as an opportunity for water professionals and the communities they serve to recognize the vital role water plays in our daily lives;

Now Therefore, BE IT PROCLAIMED by the Mayor and City Council for the *City of Moberly*, that they express their heartfelt appreciation to all those who so diligently serve to insure that our community has a reliable, safe water supply; and

BE IT FURTHER PROCLAIMED that the *MAYOR AND CITY COUNCIL* hereby declare May 3-9, 2020, as "Moberly Water Week" in support of the contributions of the dedicated men and women who keep our water safe and clean, to protect public safety; and

BE IT FURTHER PROCLAIMED that all citizens take time to reflect on the benefits they receive from the dedicated service of the City's water utility workers and that they take all opportunities to express appropriate appreciation to these public servants as circumstances may permit; and

BE IT FINALLY PROCLAIMED, that the City Clerk is hereby instructed to prepare suitably inscribed copies of this resolution and provide them to those so employed by the city.

In Witness Whereof, I have hereunto set my hand and cause to be affixed the Official seal of Moberly, Randolph County Missouri the fourth day of May, 2020.



Jerry Jeffrey
Mayor

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.
 Department: Fire
 Date: May 4, 2020

Agenda Item: Receipt of bids to install exhaust systems at both Moberly Fire Stations

Summary: The City Moberly recently received two bids to install diesel exhaust systems at both stations.

Recommended

Action: Accept bids

Fund Name: General Fund

Account Number: 100.008.5300

Available Budget \$: 55,838.41

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"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input checked="" 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"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Emergency Dial 911
Station #1 660-269-8705 EXT 2035
Fax# 660-263-0596
E-mail galbert@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO 65270-1520
Fire Chief
George Albert

March 26, 2020

The City of Moberly Fire Department is looking to install sliding track vehicle exhaust removal systems at our Stations located 310 N. Clark and 1000 N. Morley. The systems shall meet the following specifications, and will be installed and placed into proper operating condition in accordance with good practice and manufacturer's written or published instructions.

1. Contractor shall provide all labor, materials, and equipment necessary to put in working operation a complete turnkey system to remove both diesel and automotive exhaust gases and particulate of operating vehicles within the confines of specified fire station(s).
2. The exhaust removal system shall provide virtually 100 percent complete evacuation of all diesel fumes at the source from start up to exit of the apparatus from the fire station. The diesel exhaust removal system shall be capable of delivering complete coverage for bays up to 60 feet (18.3M) in length. The system must be able to accommodate drive through and back-in bays to meet all the needs of the fire department.
3. System must be designed and installed to NIOSH recommendation, specifying that occupational exposures to carcinogens be limited to the lowest feasible concentration. Exposure in the human breathing zone should be limited to lowest feasible level, without any time delay required for the system to effectively capture the diesel fumes.
4. System shall be NFPA Apparatus Code 1901, Section 12.2.6.6 compliant. This is considered a life safety issue – No Exceptions.
5. The system shall not affect personnel boarding the apparatus. Hose loops shall not hang any lower than six feet from the bay floor. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicles tailpipe.
6. Due to the harmful effects of diesel exhaust, the system must be designed and capable of capturing virtually 100% of the exhaust gas and virtually 100% of the particulate even in the event of a complete power failure. The system shall not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay. System shall discharge exhaust outside the station even in the event of a power failure.

Quality Assurance

1. Engage a factory certified installer to perform work of this Section who has completed installations similar in design and extent to that indicated for this Project, and who has a record of successful in-service performance. Exceptions.
2. The manufacturer must be a ISO 9001:2000 certified

Bidder Qualifications

1. Bids will only be accepted from companies that have an established reputation in the business of system design, turnkey installation and long-term service of Automatic Emergency Response Vehicle Exhaust Removal Systems. Bidder must have a current and valid state contractor's license, if required by the state for the work that is being bid.

Manufacturers Qualifications

1. Bids shall only be accepted by bidders supplying equipment from manufacturers that have an established reputation in the business of manufacturing Automatic Emergency Response Vehicle Exhaust Removal Systems for a minimum of no less than fifteen (15) years. The manufacturer must be an ISO 9001:2000 Certified in the United States.

Electrical Controller

1. Controller: Built and supplied by a UL recognized and listed exhaust system manufacturer. Controller shall carry the UL - CUL listing label as an "Enclosed Industrial Control Panel." Individual components listed by UL - CUL shall not satisfy the above requirement. Manufacturer shall undergo monthly inspections by UL to verify all requirements and standards are met as outlined by UL. The controller shall be delivered as an Operating System Three series controller or an approved equal to the specifications to follow.
2. Electrical Wiring: Run in wire channel to allow for easier identification of the wiring circuits and for a neat appearance. All wiring circuitry shall meet National Electric Code and UL standards for proper size, bending radiuses (NEC code ref. 300-34) and terminations.
3. Product Manual: Shall be provided with each electrical control box supplied. The product manual shall include description of components with part numbers inclusive to the controller. It shall include a wiring schematic showing all internal circuitry as well as all field installed wiring connections to the controller.
4. Electrical Interference: To protect the apparatus and communications, designs that allow any possibility of electrical back-feed or induced current which may interfere with a central services communication or onboard vehicle computer logic or navigational equipment will not be accepted.

Electrical System

1. Station Electric Supply Panel: The power circuit for the "Emergency Response Vehicle Exhaust Removal System" shall originate in a circuit breaker panel board of the appropriate size to handle the load. Fan circuit shall be supplied by a UL listed, HACR rated circuit breaker (HACR rating is specifically for motor type loads) of the same type as indicated by the manufacturer of the circuit breaker panel or a dual element time delay fuse for fuse style panels. The circuit shall be clearly marked on an engraved ledger plate or in ink on the panel schedule as "Emergency Response Vehicle Exhaust Removal System".
2. Pressure Switch: One for each apparatus connected to the system. The pressure switch shall operate at a maximum of 24VAC, pre-calibrated at .18 in. of water column. Mounting shall be accomplished by drilling a 3/8 inch (9.5 mm) hole 3 inches (76.2 mm) above the riser bracket and to the left of the regulator and threading the switch into the duct. The electrical connections shall be made with a 0.020 inch (.5 mm) by 0.187 inch (4.8 mm) female quick disconnect terminals, such as Thomas & Betts part no. 14RBD-18277 or equivalent.

INSTALLATION

1. Install vehicle exhaust system in accord with manufacturer's written instructions, original design and referenced standards

ADJUSTING

1. Adjust vehicle exhaust system for proper operation. Replace any parts that prevent the system from operating properly.

PROTECTION

1. Provide protection of the completed installation until completion of the project. Repair any damage at no additional cost to Owner.

TRAINING

1. Provide training to fire department personnel in the daily use and maintenance of the vehicle exhaust removal system that has been installed and specified herein. The fire department shall be notified at least 7 days prior to the date scheduled for the training course. Training shall be for all personnel involved with the operation of the exhaust removal system to include all shifts required to man the particular facility. The Training session shall be performed in person by a recognized representative of the manufacturer of the exhaust removal system, in addition a training video shall be provided to the fire department.
 1. Provide training to all shifts during their normal shift period.

WARRANTY

Provide a written warrantee for a period of three (3) years from date of shipment for all components. One year on-site service to be provided by factory certified installer.

CITY OF MOBERLY

"BID OPENING"

Date: 4-13-2020

	station 1	station 2	Total
<u>Air CLEANING</u>	<u>\$26,100.00</u>	<u>16,800.00</u>	<u>42,900.00</u>
<u>MAque Grp Group BASE</u>	<u>\$34,087.00</u>	<u>26,445.00</u>	<u>60,532.00</u>
<u>MAque Grp Group Recommendation</u>	<u>\$36,996.00</u>	<u>28,408.00</u>	<u>65,404.00</u>
<u>MAque Grp ALTERNATE</u>	<u>\$5,575.00</u>	<u>41,419.00</u>	<u>92,994.00</u>
<u>_____</u>	<u>\$ _____</u>		
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<u>_____</u>	<u>\$ _____</u>		
<u>_____</u>	<u>\$ _____</u>		

CLASSIFIEDS

BIDS/PROPOSALS

Advertisement for Bids Vehicle Exhaust Removal systems The City of Moberly is requesting sealed bids for Vehicle Exhaust Removal Systems for both Fire Stations. The bids will be accepted until 10:00 a.m. on April 13, 2020. The bid shall be submitted in a sealed envelope clearly marked with "Fire Department Exhaust Removal Systems", the bidder's name, and the date and time for the bid opening clearly and legibly marked on the outside. The City reserves the right to accept or reject any and all bids. Submit bids to Kay Galloway, City Clerk, Moberly City Hall, 101 West Reed Street, Moberly, MO 65270. Interested in submitting bid, please contact Kay Galloway, City Clerk for bid sheet. For Specific information contact George Albert, Moberly Fire Chief by email at galbert@moberlyfd.com or call 660-269-7635.

PUBLIC NOTICE

The U.S. Department of Commerce, Economic Development Administra-

tion (EDA) is considering a request for Federal assistance from the City of Moberly for the design and construction of a storm water storage facility and a single-story parking structure that resides directly above the storage facility in the City of Moberly. Pursuant to the National Environmental Policy Act (NEPA) of 1969, as amended, EDA is conducting an environmental assessment (EA) of the proposed project. The proposed project located in Moberly's Downtown District consists of the construction of a 0.50 million gallon (MG) storage facility designed and operated to capture excess storm water flow associated with the two-year, 24-hour return period storm. The parking structure will be designed with foundations that accommodate the storage facility underground. Project information is available for review at 101 W. Reed Street, Moberly, MO 65270. If you have any information regarding potential environmental impacts associated with this proposed project, please provide it in writing to:

Regional Environmental Officer, US Department of Commerce Economic Development Administration, Denver Region, 1244 Speer Blvd Ste 431 Denver, Colorado 80204 Comments received in the EDA Regional Office by 4:00 pm on April 28, 2020 will be considered. A copy of the NEPA decisional document will be available upon request at the above EDA Regional Office. PUBLISH TWO TIMES IN THE SATURDAY, MARCH 28, 2020 AND WEDNESDAY, APRIL 1, 2020 NEWSPAPERS. AFFIDAVIT REQUIRED UPON COMPLETION.

NO HUNTING

All person are hereby notified that the land listed below is posted by persons owning or renting said land. Hunting with dog, gun, trap or snare, nut gathering or any other trespassing is absolutely forbidden under the penalty of prosecution of law. Get permission or suffer the consequences. John F. Carmody Jr.....12/21

PAID ADVERTISEMENT

OVERSTOCK FLASH SALE!



Thank you Missouri - for being a MyPillow customer. I have an overstock of MyPillow Premium Classic pillows in 4 loft levels and I want to pass the savings on to you. Also, use the promo code below to get deen dis-



DON BE S



April 9, 2020

Kay Galloway, City Clerk
City of Moberly
101 West Reed Street
Moberly, MO 65270

Regarding Bid Specifications – Fire Department Exhaust Removal System

Quality Assurance: Air Cleaning Technologies, Inc. meets all of these requirements.

Bidder Qualifications: Air Cleaning Technologies, Inc. meets all of these requirements.

Manufacturers Qualifications: Plymovent Corp. meets all of these requirements.

Electrical Controller: Air Cleaning Technologies, Inc. & Plymovent Corp. meet all of these requirements.

Electrical System: Air Cleaning Technologies, Inc. & Plymovent Corp. surpass all of these requirements. Instead of the pressure sensor, we will provide a wireless transmitter system that is connected to the vehicles' switchable 12 volt power source – thereby eliminating the need for the exhaust system to be started by the output pressure of the engine tailpipe.

Installation: Air Cleaning Technologies, Inc. meets all of these requirements.

Adjusting: Air Cleaning Technologies, Inc. meets all of these requirements. We have been selling, installing and adjusting or repairing the Plymovent system for almost 25 years!

Protection: Air Cleaning Technologies, Inc. meets all of these requirements.

Training: Air Cleaning Technologies, Inc. will meet all of these requirements.

Warranty: Air Cleaning Technologies, Inc. will meet all of these requirements.



Robby D. Smith, President

**Air Cleaning Technologies, Inc. partial customer list of
Fire Departments currently using the
Plymovent Magnetic Nozzle system**

Over the past 24 years, Air Cleaning Technologies, Inc. has installed the Plymovent system [Pneumatic and Magnetic] in over 270 stations in KS, NE, IA, MO & (7 counties in IL)

- | | |
|---|---|
| 1. Kansas City, KS Fire Dept. | 13 Stations |
| 2. Topeka, Fire Dept. | 11 Stations |
| 3. Excelsior Springs, MO FPD | 1 Stations |
| 4. Litchfield, IL Fire Dept. | 2 Stations |
| 5. St. Charles, MO Fire Dept. | 3 Stations |
| 6. Belleville, IL Fire Dept. | 4 Stations |
| 7. Galena, KS Fire Dept. | 1 Station |
| 8. Lebanon, MO Fire Dept. | 2 Stations |
| 9. St. Joseph, MO Fire Dept. | 8 Stations |
| 10. Cedar Rapids, IA Fire Dept. | 9 Stations |
| 11. North Liberty, IA Fire Dept. | 1 Station |
| 12. Eudora, KS Fire Dept. | 1 Station |
| 13. Marshalltown, IA Fire Dept. | 1 Station |
| 14. Kansas City, MO Fire Dept. | 2 Stations (converting over 33 stations) |
| 15. Leavenworth, KS Fire Dept. | 3 Station |
| 16. Central Co. FPD, St. Peters, MO | 5 Stations |
| 17. Missouri ANG, Rosecrans ARFF | 1 Station |
| 18. O'Fallon, MO FPD | 4 Stations |
| 19. Leawood, KS Fire Dept. | 3 Stations |
| 20. Prairie Township FPD, Lee's Summit | 1 Stations |
| 21. Rock Community FPD | 2 Stations |
| 22. Edwardsville, IL FD | 3 Stations |
| 23. Omaha, NE FD | 6 stations (converted to magnetic from pneumatic) |
| 24. Coffeyville, KS FD | 1 Station |
| 25. Salina, KS FD | 1 Station (other 4 stations have pneumatic Grabber) |
| 26. Springfield, MO Fire Dept. | 11 Stations, 18 vehicles |
| 27. Pattonville Fire Prot. Dist., MO | 3 Stations, 6 vehicles |
| 28. **All Stations in the City of Lincoln NE Fire Dept. – Converted to Plymovent Magnetic Nozzles from competitor** | |
| 29. Glen Carbon, IL FD – Converted whole system to Plymovent Magnetic Nozzle system in main station. Subsequently, they had Plymovent Installed in their new Station #2 | |

Air Cleaning Technologies, Inc.

221 Oak Street Bonner Springs, KS 66012-1028

Ph. 913-422-0091 Fax: 913-422-0093

www.aircleaningtech.net

Providing Clean Air in the Workplace!

~~Sales Quotation~~ #2.

George Albert, Fire Chief
 Moberly Fire Dept.
 310 N. Clark St.
 Moberly, MO 65270
 Phone: (660) 269-8705

BID

Salesperson: Rory Smith

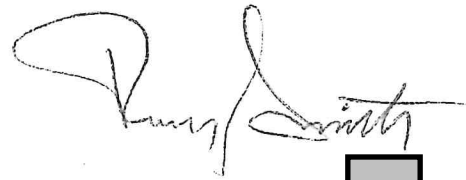
Quote Number: 203820

Date 4/7/2020

Quote Expires on: 12/31/2020

Mfgr.	Part #	Description	Price	Qty	Extend
		Plymovent Source Capture Exhaust Removal System <i>A Plymovent Source Capture System Meets or Exceeds the following standards:</i> OSHA (Occupational Safety & Health Administration) - <i>"install local exhaust ventilation that removes harmful fumes at their source - hose to tailpipe or stack exhaust"</i>			
Plymovent	SBTA21-MG	Sliding Balancer Track, HT lower hose, Magnetic Nozzle.	\$0.00	3	\$0.00
Plymovent	TEV-5	5hp TEV style fan. 208-230V, 3 phase fan. 10" dia. inlet	\$0.00	1	\$0.00
Plymovent	OS3-5	Operation Control Box for 5hp fan: Wireless Transmitters (qty. 3) Wireless Receiver (qty.1)	\$0.00	1	\$0.00
A.C.T.		Installation of New Plymovent System: - Labor/ Lodging - Supports / Bracing - Spiral Ductwork & fittings - Electrical Connections - Freight - Tailpipe Modifications	\$0.00	1	\$0.00
A.C.T.	Warranty	All PlymoVent Equipment is covered under a three year warranty on ALL parts associated with the exhaust system (exclusions include obvious misuse and/or abuse, electrical surges or brown-outs, etc.). On-site local service is provided for One (1) year Not including: permits, bid bonds, etc.	\$0.00	1	\$0.00
Total:			\$26,100.00	1	\$26,100.00

Rory D. Smith, President.



Mfgr.	Part #	Description	Price	Qty	Extend	#2.

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Date: ____/____/____ P.O. # _____

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Sub-Total	\$26,100.00
Tax	
Total	\$26,100.00

Air Cleaning Technologies, Inc.

221 Oak Street Bonner Springs, KS 66012-1028

Ph. 913-422-0091 Fax: 913-422-0093

www.aircleaningtech.net

Providing Clean Air in the Workplace!

Sales Quotation

#2.

George Albert, Fire Chief
Moberly Fire Dept.
310 N. Clark St.
Moberly, MO 65270
Phone: (660) 269-8705

BID

Salesperson: Rory Smith

Quote Number: 203844

Date 4/7/2020

Quote Expires on: 12/31/2020

Mfgr.	Part #	Description	Price	Qty	Extend
		Station #2			
		Plymovent Source Capture Exhaust Removal System			
		<i>A Plymovent Source Capture System Meets or Exceeds the following standards:</i>			
		<i>OSHA (Occupational Safety & Health Administration) - "install local exhaust ventilation that removes harmful fumes at their source - hose to tailpipe or stack exhaust"</i>			
Plymovent	SBTA21-MG	Sliding Balancer Track, HT lower hose, Magnetic Nozzle.	\$0.00	2	\$0.00
Plymovent	TEV-3	3hp TEV style fan. 208-230V, 1 phase fan. 8" dia. inlet (this fan is designed for up to 3 vehicles running at one time - future station)	\$0.00	1	\$0.00
Plymovent	OS3-3	Operation Control Box for 3hp fan: Wireless Transmitters (qty. 2) Wireless Receiver (qty.1)	\$0.00	1	\$0.00
A.C.T.		Installation of New Plymovent System: - Labor/ Lodging - Supports / Bracing - Spiral Ductwork & fittings - Electrical Connections - Freight - Tailpipe Modifications	\$0.00	1	\$0.00
	Sub-Panel	Additional Sub-Panel needed.	\$0.00	1	\$0.00
A.C.T.	Warranty	All PlymoVent Equipment is covered under a three year warranty on ALL parts associated with the exhaust system (exclusions include obvious misuse and/or abuse, electrical surges or brown-outs, etc.). On-site local service is provided for One (1) year Not including: permits, bid bonds, etc.	\$0.00	1	\$0.00
		Total:	\$16,800.00	1	\$16,800.00

Rory D. Smith, President



Mfgr.	Part #	Description	Price	Qty	Extend

#2.

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Date: ____/____/____ P.O. # _____

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Sub-Total	\$16,800.00
Tax	
Total	\$16,800.00

SBTM Base Bid Proposal

DATE: April 13, 2020

PROPOSAL FOR: City of Moberly
101 West Reed Street
Moberly, Missouri 65270

ATTENTION: Kay Galloway, City Clerk/City Hall

REF: Fire Department Vehicle Exhaust Removal Systems-Stations #1 & #2

PROJECT SCOPE: Provide and install a fully automatic MagneGrip™ Diesel Exhaust Extraction System for the source capture and the removal of vehicle exhaust emissions from Apparatus' start up to door threshold.

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1:

Three Drop MagneGrip™ Sliding Balancer Track Exhaust Removal System
Package Includes:

- (3) SBTM-241-05 24' Sliding Balancer Track with standard box-loc track and spring balancer with 5" high temperature hose drop, complete with MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and Adaptor assembly that provides easy connection and cool air induction per track. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle.
- (1) CF363-3 MagneGrip™ Exhaust Fan with durable powder coating and of continuous welded construction throughout. Fan has an efficient backward incline, spark resistant fan wheel and is rated at 3hp 2100 cfm @ 6" sp, meets AMCA #2 standard and bench balanced to ANSI Standard for stability. Fan shall be wired for three-phase.
- (1) 500177-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500157-10 10" Up-blast Back Draft Damper Type Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.



- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site, Included
- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #1 BASE BID PRICE\$34,087.00

Station #2:

Two Drop MagneGrip™ Sliding Balancer Track Exhaust Removal System
Package Includes:

- (2) SBTM-241-05 24' Sliding Balancer Track with standard box-loc track and spring balancer with 5" high temperature hose drop, complete with MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and Adaptor assembly that provides easy connection and cool air induction per track. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle.
- (1) 500104-02 Fan, 2HP-1PH 6sp @ 990
- (1) 500174-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500152-01 6" Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.
- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site, Included



MagneGrip Group

A DIVISION OF CLEAN AIR CONCEPTS

#2.

- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #2 BASE BID PRICE\$26,445.00

TOTAL BASE BID PRICE.....\$60,532.00

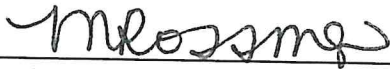
TERMS:

- Pricing does not include roof curb, penetration or sealing, if required.
- Pricing does not include any state taxes, sales tax or special tax if required.
- Net Due upon completion of project.

(Moberly, MO SBTM Bid Proposal dated 4-13-2020)

SUBMITTED BY:

Clean Air Concepts



Maggie Rossman-Roach, President

4/8/2020

Date

ACCEPTED BY:

Company: _____

Print: _____

Sign: _____

Title: _____

Date: _____

PO #, If Required: _____



MagneGrip Model SFT System

#2.

The Model SFT is a “no loop” hose track system that is ideal for tight quarters and provides a very neat, clean appearance. The horizontal hose expands to the door and eliminates the need for long hoses and loops. The SFT System provides an especially smooth and controlled release not always found in other systems.



SFTM Alternate #1 Recommended Bid Proposal

DATE: April 13, 2020

PROPOSAL FOR: City of Moberly
101 West Reed Street
Moberly, Missouri 65270

ATTENTION: Kay Galloway, City Clerk/City Hall

REF: Fire Department Vehicle Exhaust Removal Systems-Stations #1 & #2

PROJECT SCOPE: Provide and install a fully automatic MagneGrip™ Diesel Exhaust Extraction System for the source capture and the removal of vehicle exhaust emissions from Apparatus' start up to door threshold.

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1:

Three Drop MagneGrip™ Expandable "Slinky" Hose Track Exhaust Removal System
Package Includes:

- (3) SFTM-301 30' Horizontal Hose Track "No Loop System" with 6" expandable hose and 5" high temperature hose drop, complete with MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and Adaptor assembly that provides easy connection and cool air induction per track. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle.
- (1) CF363-3 MagneGrip™ Exhaust Fan with durable powder coating and of continuous welded construction throughout. Fan has an efficient backward incline, spark resistant fan wheel and is rated at 3hp 2100 cfm @ 6" sp, meets AMCA #2 standard and bench balanced to ANSI Standard for stability. Fan shall be wired for three-phase.
- (1) 500177-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500157-10 10" Up-blast Back Draft Damper Type Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.



- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site, Included
- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #1 SFTM PRICE.....\$36,996.00

Station #2:

Two Drop MagneGrip™ Expandable "Slinky" Hose Track Exhaust Removal System
Package Includes:

- (2) SFTM-301 30' Horizontal Hose Track "No Loop System" with 6" expandable hose and 5" high temperature hose drop, complete with MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and Adaptor assembly that provides easy connection and cool air induction per track. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle
- (1) 500104-02 Fan, 2HP-1PH 6sp @ 990
- (1) 500174-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500152-01 6" Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.
- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems



- Shipping to Job Site, Included
- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #2 SFTM PRICE.....\$28,408.00

TOTAL SFTM PRICE.....\$65,404.00

TERMS:

- Pricing does not include roof curb, penetration or sealing, if required.
- Pricing does not include any state taxes, sales tax or special tax if required.
- Net Due upon completion of project.

(Moberly, MO SFTM Bid Proposal dated 4-13-2020)

SUBMITTED BY:

Clean Air Concepts

Maggie Rossman-Roach

Maggie Rossman-Roach, President

4/8/2020

Date

ACCEPTED BY:

Company: _____

Print: _____

Sign: _____

Title: _____

Date: _____

PO #, If Required: _____



MagneGrip Model SSRM System

#2.

The Model SSRM is a “no loop “ suction rail system that is ideal for tight quarters and where vehicles can potentially be parked in tandem or drive thru the stations. The SSRM is easily expandable and best prepares you for future changes. The SSRM provides a professional looking installation that is neat and clean.



SSRM Alternate #2 Bid Proposal

- DATE:** April 13, 2020
- PROPOSAL FOR:** City of Moberly
101 West Reed Street
Moberly, Missouri 65270
- ATTENTION:** Kay Galloway, City Clerk/City Hall
- REF:** Fire Department Vehicle Exhaust Removal Systems-Stations #1 & #2
- PROJECT SCOPE:** Provide and install a fully automatic MagneGrip™ Diesel Exhaust Extraction System for the source capture and the removal of vehicle exhaust emissions from Apparatus' start up to door threshold.

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1:

Three Drop MagneGrip™ Straight Suction Rail Exhaust Removal System
Package Includes:

- (3) SSRM-601 60' Suction Rail systems complete with 5" inch high temperature hose, with (1) Trolley Assembly with external guide wheels, (1) MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and (1) Adaptor assembly that provides easy connection and cool air induction per rail. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle.
- (1) CF363-5 MagneGrip™ Exhaust Fan with durable powder coating and of continuous welded construction throughout. Fan has an efficient backward incline, spark resistant fan wheel and is rated at 5hp 3300 cfm @ 6" sp, meets AMCA #2 standard and bench balanced to ANSI Standard for stability. Fan shall be wired for three-phase.
- (1) 500179-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500157-12 12" Up-blast Back Draft Damper Type Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.



- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site, Included
- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #1 SSRM PRICE\$51,575.00

Station #2:

Two Drop MagneGrip™ Straight Suction Rail Exhaust Removal System
Package Includes:

- (2) SSRM-601 60' Suction Rail systems complete with 5" inch high temperature hose, with (1) Trolley Assembly with external guide wheels, (1) MagneGrip™ Nozzle Assembly that seals completely around the tailpipe to contain contaminated air and (1) Adaptor assembly that provides easy connection and cool air induction per rail. Each hose drop includes 850-degree extreme high temperature 2' lower hose section with handle.
- (1) CF361-3 MagneGrip™ Exhaust Fan with durable powder coating and of continuous welded construction throughout. Fan has an efficient backward incline, spark resistant fan wheel and is rated at 3hp 2100 cfm @ 6" sp, meets AMCA #2 standard and bench balanced to ANSI Standard for stability. Fan shall be wired for single-phase.
- (1) 500176-08 Wireless Auto-Start Control Panel in NEMA 4X enclosure with automatic start/stop operation. Entire assembly is UL/CUL listed with timer, manual override switch, and wireless capable.
- Wireless receiver, transmitters and pressure sensors for automatic system activation.
- (1) 500157-10 10" Up-blast Back Draft Damper Type Rain Cap
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.
- Electrical Power Wiring from available supply to control panel and to fan. Safety disconnect for fan motor. Does Not include any subpanels if required, and excludes any modifications required to bring service to code.
- All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- Adjustable Telescopic Support Legs to hang rail or track systems



- Shipping to Job Site, Included
- Factory provided labor to install above system to provide a complete turnkey project
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- WBE/WOSB (Certifications Pending)

STATION #2 SSRM PRICE\$41,419.00

TOTAL SSRM PRICE\$92,994.00

TERMS:

- Pricing does not include roof curb, penetration or sealing, if required.
- Pricing does not include any state taxes, sales tax or special tax if required.
- Net Due upon completion of project.

(Moberly, MO SSRM Bid Proposal dated 4-13-2020)

SUBMITTED BY:

ACCEPTED BY:

Clean Air Concepts

Company: _____

Maggie Rossman-Roach

Maggie Rossman-Roach, President

Print: _____

4/8/2020

Date

Sign: _____

Title: _____

Date: _____

PO #, If Required: _____



City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Fire/EMD
 Date: May 4, 2020

Agenda Item: A Resolution Accepting The Bid Of Federal Signal Corporation And Authorizing Contracting For Installation Of An Emergency Warning Siren

Summary: to accept the quote of \$25,313.64 from Federal Signal Corporation to purchase an Emergency Warning Siren and authorizing the City Manger to execute the sales agreement. Funding will come from FY 2019 Emergency Management Performance Mini Grant. They are a sole source provider.

Recommended

Action: Approve purchase

Fund Name: Emergency Management

Account Number: 100.012.5200

Available Budget \$: 26,000.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<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"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF FEDERAL SIGNAL CORPORATION AND AUTHORIZING CONTRACTING FOR INSTALLATION OF AN EMERGENCY WARNING SIREN.

WHEREAS, the City received an Emergency Management Performance Grant for the purchase of an emergency warning siren; and

WHEREAS, Federal Signal Corporation (“Federal”) is the sole source for such a siren and city staff recommends purchasing the siren from Federal; and

WHEREAS, attached hereto is a Letter Agreement with Federal for the purchase and installation of an emergency warning siren for the sum of \$25,313.64.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the City Manager to execute the attached Letter Agreement with Federal and to take such further actions as may be necessary to complete the installation.

RESOLVED this 4th day of May, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



FEDERAL SIGNAL CORPORATION
Federal Warning Systems

#3.

April 16, 2020

City of Moberly
ATTN: Fire Chief George Albert
310 N. Clark St.
Moberly, MO 65270

Dear Chief Albert,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, South Dakota, Wyoming, Utah, Colorado, Kansas, Missouri and Southern Illinois. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.
P.O. Box 363 - 509 James Rollo Drive
Grain Valley, MO 64029
Attn: Norma Cates

You can reach Norma at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (708) 465-0824. In addition, you can find information about our products on our website at <http://www.alertnotification.com>.

Sincerely,
Federal Signal Corporation

Teague Cliff
Central Region Sales Manager

cc: Norma Cates, Blue Valley Public Safety, Inc.

Contact Name: Fire Chief George Albert
Customer: City of Moberly
Address: 310 N. Clark St.
City: Moberly
State: MO
Zip: 65270
Phone: 660-269-7635
Cell: *
Fax: *
Email: galbert@moberlyfd.com

Quotation No.: ANS 416201256 Please reference quote no. on your order Date Quoted: 4/16/20

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 8,038.80	\$ 8,038.80
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 6,706.80	\$ 6,706.80
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	180	\$ 1,876.50	\$ 1,876.50
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 361.80	\$ 361.80
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 121.50	\$ 121.50
Total Equipment							\$ 17,105.40

Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	910		\$ 760.24

Services							
1	1	TK-I-2001ADC	2001 AC-DC Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole	0	0	\$ 6,608.00	\$ 6,608.00
2	1	TK-IO-CUSREMOV	Removal Services, Custom	0	0	\$ 840.00	\$ 840.00
Total Services							\$ 7,448.00

Total of Project \$ 25,313.64

Options							
1	1	BV-Traffic	Traffic Control, if required	0	0	\$ 750.00	\$ 750.00
2	1	BV-Permit	Cost associated with electrical inspections / permits, if required	0	0	\$ 1,250.00	\$ 1,250.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates
Signature

Contact Name: Fire Chief George Albert
Customer: City of Moberly
Address: 310 N. Clark St.
City: Moberly
State: MO
Zip: 65270
Phone: 660-269-7635
Cell: *
Fax: *
Email: galbert@moberlyfd.com
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS 416201256 Please reference quote no. on your order Date Quoted: 4/16/20

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

Date:

Purchase Order MUST be made out to:
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com

Quotation No.: FWS
416201256

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

- (12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Fire
 Date: May 4, 2020

#4.

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement With Air Cleaning Technologies to Purchase And Install Exhaust Removal Systems At Both Fire Stations In The Amount of \$42,900.00

Summary: The City Moberly recently completed station assessments. Under the recommendation for Health, Safety, and Wellness it was noted the lack of a proper exhaust and/or filtration systems. These systems will eliminate carcinogens and toxic fumes from the stations when the fire apparatus are started and running. The installment of the exhaust systems will provide a direct capture of the fumes.

Recommended Action: Purchase Exhaust Removal System from Air Cleaning Technologies

Fund Name: General Fund

Account Number: 100.008.5300

Available Budget \$: 55,838.41

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF AIR CLEANING TECHNOLOGIES, INC. AND AUTHORIZING CONTRACTING FOR THE INSTALLATION OF SLIDING TRACK VEHICLE EXHAUST SYSTEMS AT THE TWO MOBERLY FIRE STATIONS.

WHEREAS, bids were requested on March 26, 2020 for sliding track vehicle exhaust systems to be installed at the Moberly fire stations located at 310 N. Clark and 1000 N. Morley; and

WHEREAS, bids were opened as advertised and bids were received from Air Cleaning Technologies, Inc., and Magne Grip Group; and

WHEREAS, the bid of Air Cleaning Technologies, Inc., was determined to be the lowest responsible bid in the amount of \$42,900.00 which staff recommends be accepted by the City Council.

WHEREAS, attached hereto is the Contract with Air Cleaning Technologies, Inc., for installation of the exhaust systems.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the City Manager to execute the attached Contract with Air Cleaning Technologies, Inc., and to take such further actions as may be necessary to complete the installation.

RESOLVED this 4th day of May, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Emergency Dial 911
Station #1 660-269-8705 EXT 2035
Fax# 660-263-0596
E-mail galbert@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO 65270-1520
Fire Chief
George Albert

March 26, 2020

The City of Moberly Fire Department is looking to install sliding track vehicle exhaust removal systems at our Stations located 310 N. Clark and 1000 N. Morley. The systems shall meet the following specifications, and will be installed and placed into proper operating condition in accordance with good practice and manufacturer's written or published instructions.

1. Contractor shall provide all labor, materials, and equipment necessary to put in working operation a complete turnkey system to remove both diesel and automotive exhaust gases and particulate of operating vehicles within the confines of specified fire station(s).
2. The exhaust removal system shall provide virtually 100 percent complete evacuation of all diesel fumes at the source from start up to exit of the apparatus from the fire station. The diesel exhaust removal system shall be capable of delivering complete coverage for bays up to 60 feet (18.3M) in length. The system must be able to accommodate drive through and back-in bays to meet all the needs of the fire department.
3. System must be designed and installed to NIOSH recommendation, specifying that occupational exposures to carcinogens be limited to the lowest feasible concentration. Exposure in the human breathing zone should be limited to lowest feasible level, without any time delay required for the system to effectively capture the diesel fumes.
4. System shall be NFPA Apparatus Code 1901, Section 12.2.6.6 compliant. This is considered a life safety issue – No Exceptions.
5. The system shall not affect personnel boarding the apparatus. Hose loops shall not hang any lower than six feet from the bay floor. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicles tailpipe.
6. Due to the harmful effects of diesel exhaust, the system must be designed and capable of capturing virtually 100% of the exhaust gas and virtually 100% of the particulate even in the event of a complete power failure. The system shall not detach itself from the apparatus for any reason during a power failure other than normal exiting of the apparatus bay. System shall discharge exhaust outside the station even in the event of a power failure.

Quality Assurance

1. Engage a factory certified installer to perform work of this Section who has completed installations similar design and extent to that indicated for this Project, and who has a record of successful in-service performance. Exceptions.
2. The manufacturer must be a ISO 9001:2000 certified

Bidder Qualifications

1. Bids will only be accepted from companies that have an established reputation in the business of system design, turnkey installation and long-term service of Automatic Emergency Response Vehicle Exhaust Removal Systems. Bidder must have a current and valid state contractor's license, if required by the state for the work that is being bid.

Manufacturers Qualifications

1. Bids shall only be accepted by bidders supplying equipment from manufacturers that have an established reputation in the business of manufacturing Automatic Emergency Response Vehicle Exhaust Removal Systems for a minimum of no less than fifteen (15) years. The manufacturer must be an ISO 9001:2000 Certified in the United States.

Electrical Controller

1. Controller: Built and supplied by a UL recognized and listed exhaust system manufacturer. Controller shall carry the UL - CUL listing label as an "Enclosed Industrial Control Panel." Individual components listed by UL - CUL shall not satisfy the above requirement. Manufacturer shall undergo monthly inspections by UL to verify all requirements and standards are met as outlined by UL. The controller shall be delivered as an Operating System Three series controller or an approved equal to the specifications to follow.
2. Electrical Wiring: Run in wire channel to allow for easier identification of the wiring circuits and for a neat appearance. All wiring circuitry shall meet National Electric Code and UL standards for proper size, bending radiuses (NEC code ref. 300-34) and terminations.
3. Product Manual: Shall be provided with each electrical control box supplied. The product manual shall include description of components with part numbers inclusive to the controller. It shall include a wiring schema showing all internal circuitry as well as all field installed wiring connections to the controller.
4. Electrical Interference: To protect the apparatus and communications, designs that allow any possibility of electrical back-feed or induced current which may interfere with a central services communication or onboard vehicle computer logic or navigational equipment will not be accepted.

Electrical System

1. Station Electric Supply Panel: The power circuit for the "Emergency Response Vehicle Exhaust Removal System" shall originate in a circuit breaker panel board of the appropriate size to handle the load. Fan circuit shall be supplied by a UL listed, HACR rated circuit breaker (HACR rating is specifically for motor type loads) of the same type as indicated by the manufacturer of the circuit breaker panel or a dual element time delay fuse for fuse style panels. The circuit shall be clearly marked on an engraved ledger plate or in ink on the panel schedule as "Emergency Response Vehicle Exhaust Removal System".
2. Pressure Switch: One for each apparatus connected to the system. The pressure switch shall operate at a maximum of 24VAC, pre-calibrated at .18 in. of water column. Mounting shall be accomplished by drilling a 3/8 inch (9.5 mm) hole 3 inches 76.2 mm) above the riser bracket and to the left of the regulator and threading the switch into the duct. The electrical connections shall be made with a 0.020 inch (.5 mm) by 0.187 inch (4.8 mm) female quick disconnect terminals, such as Thomas & Betts part no. 14RBD-18277 or equivalent.

INSTALLATION

1. Install vehicle exhaust system in accord with manufacturer's written instructions, original design and referenced standards

ADJUSTING

1. Adjust vehicle exhaust system for proper operation. Replace any parts that prevent the system from operating properly.

PROTECTION

1. Provide protection of the completed installation until completion of the project. Repair any damage at no additional cost to Owner.

TRAINING

1. Provide training to fire department personnel in the daily use and maintenance of the vehicle exhaust removal system that has been installed and specified herein. The fire department shall be notified at least 7 days prior to the date scheduled for the training course. Training shall be for all personnel involved with the operation of the exhaust removal system to include all shifts required to man the particular facility. The Training session shall be performed in person by a recognized representative of the manufacturer of the exhaust removal system, in addition a training video shall be provided to the fire department.
 1. Provide training to all shifts during their normal shift period.

WARRANTY

Provide a written warrantee for a period of three (3) years from date of shipment for all components. One year on-site service to be provided by factory certified installer.

1.

CONTRACT NUMBER: _____

THIS AGREEMENT, Made and entered into this 5th day of MAY, 2020, by and between THE CITY OF MOBERLY, MISSOURI, the "Owner" and, the "Contractor" AIR CLEANING TECHNOLOGIES, INC., 221 OAK STREET, BONNER SPRINGS, KS 66012:

WITNESSETH: That for and in consideration of the mutual promises herein contained, the parties agree as follows:

2. The Contractor shall furnish all materials, labor, and clean up services required to complete the Vehicle Exhaust Removal System Project at Fire Station #1, 310 N. Clark St. Moberly, Missouri, and Fire Station #2, 1000 N. Morley, Moberly, Missouri 65270, in good, substantial and workmanlike manner, and in strict accordance with the Bid Request/Documents from stated March 26th, 2020 by or on behalf of the Owner for the total sum of \$42,900.00. The signature and dating by the Contractor on this agreement shall be construed as the Construction Order.
3. It is further agreed, that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum due him by reason of said faithful performance to the work, in the amounts certified by the Owner, in accordance with the provisions of the General Specifications, and as set forth in the Quotation as accepted by Owner.
4. The work to be performed under this Contract shall begin following completion of this contract and be completed by July 31st, 2020. Requests for extensions of time hereinabove fixed for the completion of the Contract must be submitted on written application by the contractor. Said written application shall fully explain the necessity for the requested increase of time. Such extension will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the Contractor has no control. The Owner's decision regarding such extensions shall be final and binding upon both parties. Requests for extensions of time hereinabove fixed for the completion of the Contract must be submitted on written application by the contractor. Said written application shall fully explain the necessity for the requested increase of time. Such extension will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the Contractor has no control. The Owner's decision regarding such extensions shall be final and binding upon both parties
5. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor, by reason of his faithful completion of the work will be paid the Contractor by the Owner within thirty (30) days after said completion and acceptance.
6. It is hereby further agreed that the work "he" or "him" wherever used herein as referring to the Contractor, shall be deemed to refer to said Contractor, whether a corporation, partnership or individual: and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.
7. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set in the Information for Bidders and General Specifications and are hereby made a part of this agreement as fully as if set out at length herein.
8. Owner shall have the right of five (5) days written notice if necessary to require Contractor to suspend the work for any part thereof. Contractor will, however, in such event be entitled to receive full payment for all material delivered, and supervision proportionate to the amount of work complete by him under contract, at the prices herein in named. Determination of the amount due the Contractor in this event will be in the

same manner except as to amount, as if the work had been completed. Such final payment shall not include any allowance to Contractor for any anticipated profits that might have accrued from the completion of said work, and Contractor agrees that he will accrued no claim for damages against Owner on account hereof.

At any time after Contractor has suspended operations, either in whole or in part, Contractor will resume operations as requested by Owner, and upon receipt of written notice from Owner that Owner desires operations resumed, Contractor shall within ten (10) days resume work upon the contract and diligently carry on the same.

- 8. Contractor assumes all risks of delays occasioned by injunction, lawsuits, or restraining orders and it is distinctly understood that Owner shall be in no manner held responsible for damages or otherwise for delay or suspension of work occasioned by injunction, lawsuits, or restraining orders caused by the default or neglect of Contractor.
- 9. Contractor further agrees to hold Owner free and harmless from all loss or damage caused by the neglect of duty or malfeasance of contractor or their agents or employees in the performance of this Contract.
- 10. All provisions of the Contractor's quotation, attached hereto as Attachment 1, shall be incorporated herein by reference as though fully set forth herein.
- 11. The undersigned hereby certifies that he is not delinquent in personal or real estate property taxes to Randolph, County, Missouri.

IN WITNESS WHEREOF, the parties have caused this to be duly executed the day and year first herein written, in triplicate, all copies of which to all intents and purposes shall be considered as the original.

APPROVED AS TO FORM:

OWNER REPRESENTATIVE:
George Albert, Fire Chief

CITY ATTORNEY

CITY MANAGER

CONTRACTOR:
AIR CLEANING TECHNOLOGIES, INC.

By: Rory D. Smith

Printed Name: Rory D. Smith

President / Owner
Office or position of signer

1.

CONTRACT NUMBER: _____

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IN WITNESS WHEREOF, the parties have caused this to be duly executed the day and year first herein written, in triplicate, all copies of which to all intents and purposes shall be considered as the original.

APPROVED AS TO FORM:

OWNER REPRESENTATIVE:
George Albert, Fire Chief

CITY ATTORNEY

CITY MANAGER

CONTRACTOR:
AIR CLEANING TECHNOLOGIES, INC.

By: _____

Printed Name: _____

Office or position of signer

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: May 4, 2020

Agenda Item: A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Role Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	___ Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	<u>x</u> Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	Council Member		
___ P/C Recommendation	___ Petition	M___ S___ Brubaker	___	___
___ P/C Minutes	___ Contract	M___ S___ Kimmons	___	___
___ Application	___ Budget Amendment	M___ S___ Davis	___	___
___ Citizen	___ Legal Notice	M___ S___ Kyser	___	___
___ Consultant Report	___ Other _____		Passed	Failed

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$661,179.48.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$61,745.66.**

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$14,666.40.**

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$41,313.59.**

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$31.32.**

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$16,536.90.**

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$46,011.66.**

SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$2,529.58.**

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$142,095.66.**

SECTION 9: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$9,400.79.**

SECTION 10: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$63,857.40.**

SECTION 11: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$37,639.16.**

SECTION 12: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$27,007.38.**

SECTION 13: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$26,246.96.**

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$133,472.58.**

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$35,695.00.**

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$2,429.44.**

SECTION 17: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 4, 2020 in the amount of **\$500.00.**

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

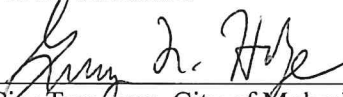
RESOLVED this 4th day of May 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

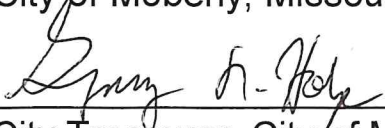


City Treasurer, City of Moberly, Missouri

EXPENSES PAID APRIL 17, 2020 - MAY 1, 2020 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE MAY 4, 2020 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	61,745.66
Non-Resident Lodging Tax	\$	14,666.40
Payroll Fund	\$	41,313.59
Solid Waste Fund	\$	31.32
Parks and Recreation Fund	\$	16,536.90
Airport Fund	\$	46,011.66
Utilities Collection Fund	\$	2,529.58
Utilities OP & Maintenance Fund	\$	142,095.66
Utilities OP Reserve Fund	\$	9,400.79
Capital Improvement Trust Fund	\$	63,857.40
2004B SRF Bonds Debt. Service Fund	\$	37,639.16
2006A SRF Bonds Debt. Service Fund	\$	27,007.38
2004C Bonds Debt. Service Fund	\$	26,246.96
Emergency Telephone Fund	\$	133,472.58
Transportation Trust Fund	\$	35,695.00
Street Improvement Fund	\$	2,429.44
Downtown CID Sales Tax Fund	\$	500.00
Total	\$	661,179.48

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

4/30/2020
Date

#5.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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24 DISBURSEMENTS

* 83163	Thru	83168						
83169	4/24/2020	1246	LOCHNER	42,747.17				
83170	4/24/2020	5897	LULA'S TAVERN	100.00				
83171	4/24/2020	1639	MATTOX ADVERTISING CO	7,166.40				
83172	4/24/2020	5239	MISSOURI DEPART OF REV 3375	896.17				
83173	4/24/2020	2731	MOTOROLA	127,470.00				
83174	4/24/2020	642	TOWN & COUNTRY ABSTRACT CO	2,000.00				
83175	4/24/2020	2223	US CELLULAR	747.52				
83176	4/24/2020	4948	WARREN RICHARD	675.00				
83177	4/24/2020	3929	WESTECH	2,435.00				
83178	4/24/2020	2643	UNITED WAY	1,360.43				
83179	4/24/2020	2646	VALIC	992.00				
83180	5/01/2020	351	AGEE, CARL W	150.00				
83181	5/01/2020	1	ALTORFER INC	364.51				
83182	5/01/2020	790	ARISTA INFORMATION SYSTEMS INC	2,815.97				
83183	5/01/2020	9	ARTS APPLIANCE	983.00				
83184	5/01/2020	17	AT&T 5001	6,002.58				
83185	5/01/2020	3808	ATCO INTERNATIONAL	283.20				
83186	5/01/2020	970	BANNER FIRE EQUIPMENT INC	2,587.11				
83187	5/01/2020	4729	BARTLETT & WEST	3,797.00				
83188	5/01/2020	2694	BOB'S BUTCHER SHOP	30.95				
83189	5/01/2020	35	BOGIE PUMP INC	144.19				
83190	5/01/2020	5057	BOONE ANTHONY G.	2,029.75				
83191	5/01/2020	424	BUTLER SUPPLY INC	83.56				
83192	5/01/2020	591	CASON BUILDING MAINTENANCE INC	2,063.70				
83193	5/01/2020	843	CHEMCO INDUSTRIES INC	191.72				
83194	5/01/2020	2924	CIVICPLUS	4,795.88				
83195	5/01/2020	85	DOLLICH MASON	700.00				
83196	5/01/2020	1429	COLLEY BETTY	250.00				
83197	5/01/2020	3063	CONLEY FOREST DO	80.00				
83198	5/01/2020	6021	CONTECH ENGINEERED SOLUTIONS	35,640.00				
83199	5/01/2020	2645	CORE & MAIN LP	1,236.03				
83200	5/01/2020	4124	CROPP EMMA	240.00				
83201	5/01/2020	2971	DASH MEDICAL GLOVES INC	86.90				
83202	5/01/2020	6016	ECONOMY ASPHALT & SEAL CO	5.00				
83203	5/01/2020	693	ED ROEHR SAFETY PRODUCTS INC	427.66				
83204	5/01/2020	2939	EMERGENCY MEDICAL PRODUCTS INC	6.09				
83205	5/01/2020	3103	FASTENAL COMPANY	301.78				
83206	5/01/2020	5754	FIRST STATE COMMUNITY BANK	78,584.45				
83207	5/01/2020	3166	FUNNY PAGES CAFE	110.00				
83208	5/01/2020	2839	FUSTON TECHNOLOGY LLC	844.99				
83209	5/01/2020	704	GALLS LLC	252.51				
83210	5/01/2020	303	GILMORE & BELL PC	230.00				
83211	5/01/2020	3011	GLENN'S GARAGE DOORS	89.00				
83212	5/01/2020	758	HEIMAN FIRE EQUIPMENT INC	2,046.35				
83213	5/01/2020	5721	HOWE COMPANY LLC	7,980.00				
83214	5/01/2020	5591	INOVATIA LABORATORIES LLC	676.75				
83215	5/01/2020	6011	JEFF DAVIS SALES &SERVICE	75.00				
83216	5/01/2020	4336	KEY EQUIPMENT & SUPPLY CO.	2,649.56				
83217	5/01/2020	4776	KNOT AS IT SEEMS FLOWERS AND	115.00				
83218	5/01/2020	579	LAND CHARITON COUNTY CONCRETE	381.00				

ACCOUNTS PAYABLE CHECK REGISTER

#5.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83219	5/01/2020	1381	LEON UNIFORM COMPANY	116.99				
83220	5/01/2020	6018	LIFE SOLAR, LLC	7,600.00				
83221	5/01/2020	6017	LOESCH RODNEY	400.00				
83222	5/01/2020	679	MARTECK	1,028.80				
83223	5/01/2020	4370	MARTIN ENERGY GROUP SERVICES L	888.11				
83224	5/01/2020	5730	MASTER METER INC	181.83				
83225	5/01/2020	2769	MIDWEST BREATHING AIR, LLC	608.69				
83226	5/01/2020	5239	MISSOURI DEPART OF REV 3375	2,529.58				
83227	5/01/2020	195	MISSOURI WATER & WASTEWATER CO	175.00				
83228	5/01/2020	1770	MO VOCATIONAL ENTERPRISES	110.00				
83229	5/01/2020	2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00				
83230	5/01/2020	1935	MOBERLY MONITOR INDEX	104.80				
83231	5/01/2020	2907	MOBERLY READY MIX	4,676.07				
83232	5/01/2020	2976	NEUMAYER EQUIPMENT CO INC	722.62				
83233	5/01/2020	2865	NEWMAN SIGNS INC	995.40				
83234	5/01/2020	2556	PETTY CASH	2,060.00				
83235	5/01/2020	3090	POEPPING STONE BACH	5,958.40				
83236	5/01/2020	5718	POMP'S TIRE SERVICE	1,170.00				
83237	5/01/2020	2586	PRATHERS TOWING	55.00				
83238	5/01/2020	5829	Q SECURITY SOLUTIONS	214.00				
83239	5/01/2020	4924	R P LUMBER COMPANY INC	650.27				
83240	5/01/2020	6019	RAY'S USED AUTO	250.00				
83241	5/01/2020	3100	REBARCO, LLC.	783.00				
83242	5/01/2020	5646	REDEEMER CHURCH	487.50				
83243	5/01/2020	5218	RSINET	180.00				
83244	5/01/2020	5069	MICHAEL D SCHMIDT	629.00				
83245	5/01/2020	617	SCHULTE SUPPLY INC	.00			VOID:	
83246	5/01/2020	617	SCHULTE SUPPLY INC	6,701.47				
83247	5/01/2020	6008	SHADES OF TUESDAY LLC	500.00				
83248	5/01/2020	2823	SIRCHIE ACQUISITION CO LLC.	107.08				
83249	5/01/2020	5700	STAPLES	.00			VOID:	
83250	5/01/2020	5700	STAPLES	1,026.72				
83251	5/01/2020	2640	THOMAS HILL PUBLIC WATER SUPPL	93.03				
83252	5/01/2020	6020	THE LARSON GROUP	132.68				
83253	5/01/2020	1367	TNEMEC COMPANY INC	647.00				
83254	5/01/2020	3531	TURNER KAREN	215.95				
83255	5/01/2020	1562	UNITED FIRST AID & SAFETY, LLC	134.65				
83256	5/01/2020	2644	USA BLUE BOOK	2,364.58				
83257	5/01/2020	69	VANCLEVE JARED	1,250.00				
83258	5/01/2020	2484	VERMEER OF MISSOURI & ILLINOIS	848.70				
83259	5/01/2020	2742	WAL MART COMMUNITY	491.01				
83260	5/01/2020	4948	WARREN RICHARD	145.00				
83261	5/01/2020	2658	WILLIS BROS INC	54,102.00				
83262	5/01/2020	2772	WIRELESS USA	577.35				
*20190780								
20190781	4/20/2020	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY	VOID: NO VOUCHER	
20190782	4/20/2020	6	AMEREN MISSOURI	1.23		E-PAY	VOID: NEED PAPER CHECK	
20190783	4/20/2020	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		
20190784	4/30/2020	5783	BANKCARD SERVICES	16,641.64		E-PAY		
20190785	4/29/2020	6	AMEREN MISSOURI	43,919.86		E-PAY		
20190786	4/24/2020	2708	UMB BANK	90,663.50		E-PAY		
20190787	4/30/2020	1800	MO LAGERS	38,961.16		E-PAY		

ACCOUNTS PAYABLE CHECK REGISTER

#5.

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	661,179.48
CLEARED	.00

BANK 24 TOTAL	661,179.48
VOIDED	15,661.39

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED

100 GENERAL FUND	61,745.66	61,745.66	.00	4,248.27
102 NON-RESIDENT LODGING TAX	14,666.40	14,666.40	.00	.00
105 PAYROLL FUND	41,313.59	41,313.59	.00	.00
110 SOLID WASTE FUND	31.32	31.32	.00	.00
115 PARKS & RECREATION FUND	16,536.90	16,536.90	.00	2,012.33
120 AIRPORT FUND	46,011.66	46,011.66	.00	.00
300 UTILITIES COLLECTION FUND	2,529.58	2,529.58	.00	.00
301 UTILITIES OP & MAINT	142,095.66	142,095.66	.00	.00
303 UTILITIES OP RESERVE	9,400.79	9,400.79	.00	9,400.79
304 CAPITAL IMPROVEMENT TRUST	63,857.40	63,857.40	.00	.00
377 2004B SRF BONDS DEBT SERV	37,639.16	37,639.16	.00	.00
378 2006A SRF BONDS DEBT SERV	27,007.38	27,007.38	.00	.00
379 2004C BONDS DEBT SERVICE	26,246.96	26,246.96	.00	.00
400 EMERGENCY TELEPHONE FUND	133,472.58	133,472.58	.00	.00
600 TRANSPORTATION TRUST FUND	35,695.00	35,695.00	.00	.00
601 STREET IMPROVEMENT FUND	2,429.44	2,429.44	.00	.00
911 DOWNTOWN CID SALES TAX	500.00	500.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#5.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

83163 Thru 83168 Utility Billing Checks
83169 Thru 83262 Accounts Payable Checks

20190781 Thru 20190787 Accounts Payable E-Pay

49