

**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
June 05, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

- 1.** Approval Of The City Council Meeting Minutes For May 15, And May 31, 2023.

Recognition of Visitors

Communications, Requests, Informational Items

- 2.** Presentation From Moberly Police Department Of A Lifesaving Commendation.
3. A Request From YMCA To Hold A Glow Run 5K On June 16, 2023.
4. 2023 Annual Report For Room At The Inn.

Public Hearing and Receipt of Bids

Consent Agenda

- 5.** A Resolution Of The City Of Moberly, Missouri, Authorizing Application For A FY 2023 State Homeland Security Program Grant For Tactical Heavy Vests.
6. A Resolution Authorizing And Accepting A Change Order To The Agreement With Willis Bros, Inc. For Sturgeon And Rollins Water Main Replacement.
7. A Resolution Authorizing And Accepting A Change Order To The Agreement With L&J Development, Inc. For Installation Of A Bill Payment Kiosk At City Hall.
8. A Resolution Authorizing The City Manager To Execute An On-Call Engineering Services Agreement With Jacobs Engineering Group, Inc., For Minor Tasks Not Related To Contracts And Grant Administration.
9. A Resolution Authorizing And Accepting Change Order No. 2 To The Tannehill Water Line Construction Contract With Willis Brothers, Inc.

Ordinances & Resolutions

- 10.** An Ordinance Authorizing A Cooperative Agreement For Infill Development With Stuart Custom Homes, LLC For 512 Roberts Street.
11. An Ordinance Amending Ordinance No. 9708 By Increasing Water And Sewer Rates.
12. An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.
13. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

- 14.** Consideration For Approval Of Renewal Liquor Applications.

Adjournment

15. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of A Negotiated Contract (Closed Statue 610.021) (12).

We invite you to attend virtually by viewing it live on the City of Moberly 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.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
May 15, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers with Mayor Brubaker presiding.

All stood and recited the pledge of allegiance led by Mayor Brubaker.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons.

A motion was made by Kyser and seconded by Jeffrey to approve the agenda. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Jeffrey and seconded by Lucas to approve the minutes of the May 1, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

At 6:01 p.m., Mayor Brubaker opened a public hearing for Moberly's 2023 Proposed Property Tax Rates. The tax rate shall be set to produce the revenue which the budget for the Fiscal Year 2023-2024 shows to be required from the property tax. There being no one for or against the proposed property tax rate, Mayor Brubaker noted that the Public Hearing was held and closed the Public Hearing at 6:03 p.m.

The following bids were received for new dispatch furniture and Motorola radios for the Moberly Police Department and Moberly Fire Department: **For Radios: Motorola**, \$73,370.17. The radios will be single-source purchases due to the need for compatibility between the existing Motorola equipment and new equipment. **For Dispatch Furniture: Xybix**, \$63,399.22 and \$63,114.36; **Adaptaspace**, \$63,426, \$14,376 additional mandatory items, and \$4,464 optional elements; **DTS**, \$78,103.40 and \$78,807.64 and \$5,061 optional elements; **Watson**, \$80,637.49. Funding for these items will be from RESCUE ACT FUNDS from Randolph County, Missouri. A motion was made by Lucas and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for City Hall Air Duct Cleaning: **Stanley Steemer**, \$4,070; **Clean Air Columbia**, \$13,560. City Hall staff also reached out to Smith Heating & Cooling, Controlled Aire, AC Outfitters, and Columbia

Carpet Cleaning for bids, but these companies did not provide a bid. A motion was made by Kimmons and seconded by Lucas to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Kimmons made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Bill No. R1453: “A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH R. & L. BOONE CONSTRUCTION COMPANY FOR THE REGIONAL DETENTION BASIN AND COMMITTING TO PAYMENT OF THE DIFFERENCE BETWEEN THE BID AMOUNT AND THE GRANT AMOUNT”

Bill No. R1454: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH BARR ENGINEERING COMPANY FOR PROFESSIONAL SERVICES RELATED TO MOBERLY SEVEN BRIDGES CSO BASIN IMPROVEMENTS”

Bill No. R1455: “A RESOLUTION ACCEPTING THE BID OF MOTOROLA FOR POLICE AND FIRE DEPARTMENT RADIOS AND A DISPATCH RADIO CONSOLE FOR MOBERLY JOINT COMMUNICATIONS”

Bill No. R1456 “A RESOLUTION ACCEPTING THE BID OF WATSON CONSOLES FOR DISPATCH FURNITURE FOR MOBERLY JOINT COMMUNICATIONS”

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kimmons and seconded by Jeffrey to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAT AND PLANNED DEVELOPMENT DISTRICT APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN THE 400 BLOCK OF NORTH 4TH STREET”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **“AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN WILLIAMS SECOND ADDITION TO THE CITY OF MOBERLY”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes:

Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced a bill for an ordinance entitled: **“AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TONY STUART FOR PROPERTY LOCATED IN THE 400 BLOCK OF NORTH 4TH STREET”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A FIFTH AMENDMENT TO PURCHASE OPTION; AND PROVIDING FURTHER AUTHORITY ”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DRINKING WATER STATE REVOLVING FUND PROGRAM FOR FINANCIAL ASSISTANCE UNDER THE MISSOURI DRINKING WATER LAW (CHAPTER 640, RSMO.)”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION APPROVING A WRITTEN CONSENT TO ASSIGNMENT WITH MID-AMERICA BANK”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION APPROVING AN AGREEMENT FOR CITY HALL AIR DUCT CLEANING SERVICES”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION PERMITTING THE MOBERLY ROTARY CLUB, ALTRUSA CLUB, FRATERNAL ORDER OF EAGLES AND THE KNIGHTS OF COLUMBUS TO LOCATE AND OPERATE A CARNIVAL IN DOWNTOWN MOBERLY FROM JUNE 14 TO JUNE 17, 2023, AND THE CLOSURE OF DOWNTOWN STREETS AND THE OPERATION OF A BEER GARDEN DURING THE SEVENTEENTH ANNUAL RAILROAD DAYS”** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXECUTE A GRANT AGREEMENT FOR THE FENNEL COMMUNITY CENTER”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN APRIL 28, 2023 AND MAY 11, 2023, IN THE AMOUNT OF \$423,071.39”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

Mayor Brubaker nominated Kay Harris (reappointment), John Meystrik, and Zach Richardson to be appointed to the Parks and Recreation Board. A motion was made by Lucas and seconded by Jeffrey to reappoint Kay Harris, and appoint John Meystrik, and Zach Richardson to the Parks and Recreation Board. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Roger Christy of 815 Garfield Ave, Moberly, MO 65270 was present and spoke to the Council about mental wellness and firearm suicide prevention.

Members of the Media present were: Janet Morales, Moberly Monitor-Index.

A motion was made by Lucas and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of a negotiated contract. (Closed Statute 610.021)(12). Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A closed session was held.

Mayor Brubaker reopened the meeting.

A motion was made by Kyser and seconded by Kimmons to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Work Session

The Following Was Discussed At The Work Session:

A Discussion Regarding A Tannehill Water Line Project Change Order and Decrease in Contract Costs.

A Request From Stuart Custom Homes, LLC For City Properties To Build In-Fill Housing.

A Discussion Regarding An Ordinance Establishing New Water And Sewer Rates.

Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc For On-Call Engineering Services Change Order #6 And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Request From YMCA To Hold A Glow Run 5K on June 16, 2023.

A Discussion Regarding Acceptance Of A Change In The Contract Amount From L&J Development, Inc. For Utility Payment Kiosk Installation.

A Discussion Regarding A Sturgeon & Rollins Water Line Project Change Order And Increase In Contract Costs.

Police Department Grant Application FY 2023 Homeland Security Program Region B.

An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
May 31, 2023**

The Moberly City Council met in special session at 6:00 p.m. at the Moberly Municipal Building, Large Conference Room, 204 North Clark Street, Moberly, Missouri, with Mayor Brubaker presiding.

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austin Kyser and John Kimmons.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH STUART CUSTOM HOMES, LLC FOR 400 BLOCK OF NORTH 5TH STREET AND NORTH 4TH STREET ”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Jeffrey and seconded by Kyser to adjourn to a work session. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A joint work session of the City Council and City Department Heads was held. The Council reviewed the proposed 2023/2024 Operating Budget.

A motion was made by Kyser and seconded by Kimmons to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: June 5, 2023

Agenda Item: Moberly Police Department Presentation of Lifesaving Commendation

Summary: Presentation of Lifesaving Commendation to Officer J Scott for her actions on May 8, 2023.

Recommended Action Approve the request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: June 5, 2023

Agenda Item: Request to hold YMCA Glow Run 5k

Summary: Moberly YMCA request approval to host their annual Glow Run to raise funds to support their Strong Community Program on June 16, 2023, during Railroad Days in downtown Moberly. The race will begin and end at Depot Park, with an 8:30pm start time. Runners will travel west on Reed Street, cross Johnson and continue west on Adams to Hagood and Adams and continue west on Reed Street to Holman Road, turn north on Holman Road and turn west into Rothwell Park at the War Memorial and continue west toward Candy Cane City, turning north at Candy Cane City toward the Klein Shelter house and continue around on Park Dr past the tennis courts to Park Dr and Holman Road. South on Holman Road, to Reed Street. East on Reed St, retracing the route back to Depot Park to the finish line. 125 to 150 participants are expected. The YMCA contact person is Ben Jamerson, 660-263-3600 and they expect 10 people to assist with the event. YMCA request Law Enforcement lead the running and provide traffic assistance as needed.

Recommended Action Approve this request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Lucas**

M___ S___ **Kyser**

Passed Failed

City of

Moberly!

Police Department
Troy Link
Interim Chief of Police
223rd Session FBI Academy

300 N Clark Street
Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Walk/Run Application Permit

Application Date: 5/1/2023
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 6/16/2023

Purpose of event: 6low Run SK

Name of event director: Ben Jamerson

Contact phone, & Address of director: 660-263-3600 1000 Shepherd Brothers Blvd.

Approximate number of participants: 125-150

Route requested, Begin & End Time: 8:30pm race start time, end at approx. 9:15pm

* Route : Map Attached *

(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: ☒ No: ☐

Will the organization furnish personnel to assist with the event?

Yes: ☒ No: ☐ If yes, how many? 10

Signature of applicant: [Signature]

Approved: ☒ Declined: ☐

Authorizing Official: [Signature] Date: 050823

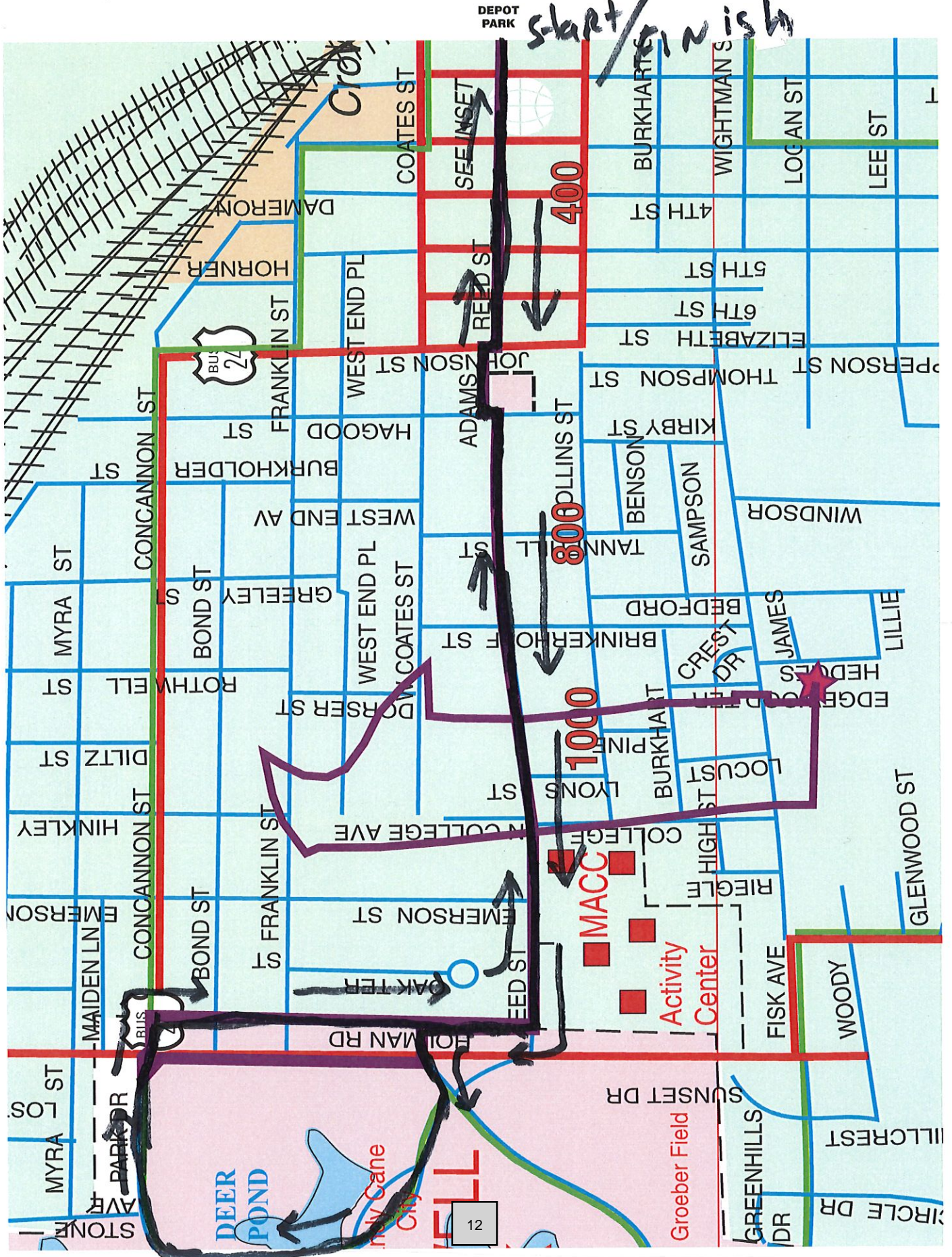
Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.

YMCA GLOW RUN MAP 2023

#3.

Start at depot park facing west at the end of Reed. West on Reed St. > North on Johnson St. > West on Adams Ave. > South on Hagood St. > West on Reed St. > North on Holman Rd. > Then take the first left and stay to the right > Go North towards Park Dr. > East on Park Dr. past the tennis courts > South on Holman Rd. > East on Reed St. > North on Hagood St. > East on Adams Ave. > South on Johnson St. > East on Reed St. > Finish At Depot Park



City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Comm. Dev.
 Date: June 5, 2023

Agenda Item: 2023 Annual Report for Room At The Inn.

Summary: Attached please find the annual report for the Room At The Inn.

Recommended

Action: For your review.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

Room at the Inn

2023 Annual Report

The Room at the Inn project of the Randolph County Ministerial Alliance completed its 2nd year of operation on March 31, 2023. More guests were served than the previous year, even though open a fewer number of nights.

The season opened on Nov. 18 & 19, although no guests presented themselves on those nights. There was a severe cold spell from Dec. 17 to Dec. 26, and during that 10-day cold event there were multiple nights of 5-6 guests, with the highest number per night for the entire season being on Christmas Eve and Christmas Day. Temperatures rose above our 15 Degree opening trigger after that, and the warming center was open only 5 nights in January, 4 in February, and 1 in March.

RATI was open a total of 22 nights for the season, as compared to 34 the previous year, but served 15 people for a total of 62 overnight stays, compared to 9 people and 29 overnight stays the previous year. 5 of these people only spent 1 night, and some of these were transients, but the remaining 10 stayed multiple nights, (7 of them spent 5 or more nights each at RATI) and this would seem to indicate they are more or less permanent residents of the area. There were also several requests for shelter on nights RATI was not open due to warmer temperatures. Requests for assistance were received from the Sheriff's Department, Joint Communications, and MRMC, some of which we were able to assist, and some not.

There were no incidents which required law enforcement assistance during the season. One man had chest pains, and Randolph County Ambulance District personnel transported him to MRMC. There was one incident of a dispute between 2 guests, but a volunteer (trained in mental health first aid) was successful in de-escalating the situation. We had 2 incidents where a guest was not willing to follow the rules, and left the facility during the night. In both cases, the guest returned on a subsequent night and no further problems were encountered.

The Moberly community has continued to be very supportive of our work. We get frequent calls from individuals and agencies offering assistance. Community Kitchen continues to open at 7am on mornings when RATI is closing to provide breakfast and a couple more hours of shelter for our guests. We work closely with other agencies in the area to help serve the needs of the less fortunate in the community.

RATI ended the season with 123 names on our volunteer role. During the season just ended, 45 of these volunteers worked a total of 135 shifts at RATI. This includes volunteers who helped with set-up and clean-up as well as overnight shifts. This number is lower than the previous year because of the fewer number of open nights. We have held additional training sessions for volunteers, and now have 47 who have CPR/1st Aid Training, and 30 who have Mental Health/Conflict Resolution training.

This report would not be complete without reporting on our work of June 27-28, 2022. At approximately 4 pm on June 27, a call was received from MRMC asking if we could provide an overnight place for victims of the AmTrak accident in northwest Chariton County. The hospital would be receiving some of the victims, and needed a place for them to go after they were checked out and released. Within 20 minutes of the text request being sent out, 25 volunteers were at 1st Christian Church making preparations. Eventually, 12 train wreck victims were delivered to 1st Christian, the last of whom did not leave until 3 pm on June 28. Food was donated, arrangements were made for several to take showers at the YMCA, some were helped to get prescriptions filled, as well as other needs being met. The mission of Room At The Inn is to help the less fortunate in cold weather, but we have a volunteer structure which can be very valuable to the Moberly and surrounding community in times of natural or man-made disasters.

Report submitted by Randolph County Ministerial Alliance and Room At The Inn.

City of Moberly
City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: June 5, 2023

Agenda Item: Resolution authorizing Police Department Grant Application FY 2023 Homeland Security Program Region B

Summary: Moberly Police have completed the grant application for the FY 2023 Homeland Security Region B under the State Homeland Security Program to replace aging or unserviceable body armor. Funding to replace eight tactical heavy vests for the department’s tactical team has been requested. Current vests have exceeded service life and are experiencing Velcro and fastener fatigue. The grant was submitted on May 6, 2023, and an electronic signature from Mayor Brubaker on the application was verbally approved by him.

Recommended Action Approve the request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	___	___
<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___ Jeffrey	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Lucas	___	___
<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 OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING APPLICATION FOR A FY 2023 STATE HOMELAND SECURITY PROGRAM GRANT FOR TACTICAL HEAVY VESTS.

WHEREAS, the Moberly Police Department had an opportunity to apply for a State Homeland Security Program Grant to replace aging and unserviceable body armor with the purchase of eight tactical heavy vests; and

WHEREAS, the grant, if awarded, will provide funding up to \$23,040 to replace 8 tactical vests; and

WHEREAS, the grant application due date required that it be executed by the Moberly Mayor on May 6, 2023; and

WHEREAS, City staff requests approval of the grant application and ratification of the Mayor’s signature to the application.

NOW, THEREFORE, BE IT RESOLVED this 5th day of June, 2023, by the City Council for the City of Moberly, Missouri, that the application for grant funding described herein is approved and further that the Mayor’s signature to said application is hereby authorized and ratified and the City Manager is further authorized to take such other and further action necessary to accomplish the purpose of this resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
Department: Public Utilities
Date: June 5, 2023

Agenda Item: A Resolution Approving A Sturgeon & Rollins Water Line Project Change Order and Increase in Contract Costs

Summary: The project team identified the opportunity for this change. During work to complete the surface restoration of Rollins Avenue, it was agreed to apply a short term chip & seal to the gravel fill of the pipeline trench surface to mitigate dust released from the construction zone. This change order will increase the Sturgeon & Rollins project in the total project amount from \$1,454,475.00 to 1,458,975.00, a difference (increase) of \$4,500.

Recommended

Action: Approve the resolution

Fund Name: EDA Grant Projects Fund

Account Number: 350.180.5408

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order #1</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffery** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH WILLIS BROS, INC., FOR STURGEON AND ROLLINS WATER MAIN REPLACEMENT.

WHEREAS, on January 3, 2023, this Council authorized contracting with Willis Bros, Inc., (“Willis”) for the Sturgeon and Rollins Water Main Replacement in the amount of \$1,454,475.00; and

WHEREAS, City staff determined that the surface restoration of Rollins Street should be changed to include an immediate application of short term chip and seal over the gravel fill to mitigate dust; and

WHEREAS, attached hereto is the proposed Change Order in the amount of \$4,500.00 which increases the total contract cost to \$1,458,975.00; and

WHEREAS, staff recommend that the Council authorize acceptance of the Change Order and authorize the City Manager to execute and pay said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 5th day of June, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



United States Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

#6.

Date: May 12, 2023

In reply refer to:
Award No. 05-79-06034

Jerry Jeffrey
Mayor, City of Moberly
101 West Reed
Moberly, MO 65270

Re: Infrastructure Improvements
Change Order Approval – Sturgeon Rollins

Dear Mayor Jeffrey,

The Economic Development Administration (EDA) has reviewed and approved Change Order Number 1 to your contract with Willis Bros, Inc. for a net increase of \$4,500. This approval results in an EDA eligible contract price of \$1,458,975 and the contract completion time remains the same.

EDA's participation in the change orders will be limited to the amounts included in the approved budget for Construction, unless prior written approval is obtained from this office. The approved construction budget for this project is \$5,422,555. Any construction costs above this amount are understood to be the responsibility of the grantee and the grantee has funds available to cover the costs.

If you have any questions, please contact me at (202) 880-2906.

Sincerely,

Katherine Travers
Digitally signed by Katherine Travers
Date: 2023.05.24 16:14:19 -06'00'

Katherine Travers, PE
Project Engineer

CHANGE ORDER NO. 1

Owner: City of Moberly, Missouri Owner's Project No.:
 Engineer: Jacobs Engineering Group, Inc. Engineer's Project No.: C5X55931
 Contractor: Willis Bros. Inc Contractor's Project No.:
 Project: Sturgeon and Rollins Water Main Replacement
 Contract Name: Sturgeon and Rollins Water Main Replacement Construction Contract
 Date Issued: April 19, 2023 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of Pay Item 16. Chip and Seal for a lump sum (LS) amount of \$4,500. Work includes application of one coat of oil and one layer of 3/8" pea gravel in accordance with Missouri Standard Specifications for Highway Construction to cover all excavated areas in the pavement of Rollins Street. The lump sum price includes the cost of all labor, surface preparation, materials, and equipment necessary to perform the work.

Attachments:

Missouri Standard Specifications for Highway Construction, Sections 409, 1003, and 1015

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 1,454,475.00		Substantial Completion:	180 days
		Ready for final payment:	210 days
NO CHANGE from previously approved Change Orders No. 1 to No. NO PREVIOUS CHANGE ORDER		NO CHANGE from previously approved Change Orders No.1 to No. NO PREVIOUS CHANGE ORDER	
\$ 0.00		Substantial Completion:	180 days
		Ready for final payment:	210 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,454,475.00		Substantial Completion:	August 28, 2023
		Ready for final payment:	Sept 27, 2023
Increase this Change Order:		NO CHANGE this Change Order:	
\$ 4,500.00		Substantial Completion:	August 28, 2023
		Ready for final payment:	Sept 27, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,458,975.00		Substantial Completion:	August 28, 2023
		Ready for final payment:	Sept 27, 2023

Recommended by Engineer (if required)	Authorized by Owner
By: <u>Tobin Lichti</u>	_____
Title: <u>Project Manager</u>	_____
Date: <u>05/04/2023</u>	_____

	Accepted by Contractor	Approved by Funding Agency (if applicable)
By:	<u>Tam P. Willis</u>	<u></u>
Title:	<u>Don Trust</u>	<u></u>
Date:	<u>4/19/23</u>	<u></u>

**SECTION 409
SEAL COAT**

#6.

409.1 Description. This work shall consist of placing bituminous material followed by placing cover aggregate material.

409.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Aggregate for Seal Coats ^a	1003

^aThe grade of aggregate will be specified in the contract

409.2.1 All limestone and dolomite shall be either pre-coated as specified herein or fog sealed in accordance with Sec 413.

409.2.2 Emulsified asphalt or polymer modified emulsions shall be in accordance with Sec 1015, with the following exceptions:

Asphalt Emulsion Requirements			
Tests on Asphalt Binder ^a	Test Method	Minimum	Maximum
Penetration @ 77°F	ASTM D 5	60	150
Elastic Recovery @ 50°F, %	AASHTO T 301	65	---

^aThese tests shall be done on the asphalt residue for emulsions and cutbacks.

409.2.3 Pre-coating binder shall be in accordance with Sec 1015 for PG binder or emulsions.

409.3 Job Mix Formula. The contractor shall submit the mix design to the laboratory for approval no less than two weeks prior to placing the seal coat.

409.3.1 The mix design shall contain the following information:

- (a) All possible sources intended for use, grade and certified test results for the asphalt binder.
- (b) Source, type (formation, etc.), ledge number if applicable, and gradation of the aggregate.
- (c) The grade and certified test results for the aggregate.
- (d) The application rate used to pre-coat the aggregate as allowed in Sec 1003.
- (e) The percent binder application rate, gallons per square yard. The adjustment factor shall be included if specified in the contract plans.
- (f) The aggregate application rate, pounds per square yard.

409.3.1.1 The target binder application rates for each aggregate grade, as found in Sec 1003, shall be:

Grade	A1	A2	B1	B2	C
Target Binder Application Rate, gal/sy ^a	0.38	0.28	0.38	0.28	0.38

^aCorrections to the rate listed may be included in the plans

409.3.2 A surface condition, aggregate properties and traffic volume correction may be provided in the plans. This assessment will contain an allowable variance from the binder application rate. The aggregate application rates shall not vary from the mix design by more than ± 5 pounds per square yard.

409.4 Equipment. Equipment shall be capable to perform the following:

(a) Heating and applying bituminous material, measuring temperature of tank contents and continuously verify application rates. The calibration of the system shall be accomplished by the contractor and approved by the engineer prior to use. The contractor shall furnish all equipment, material, labor and supervision necessary to perform this calibration. Equipment shall be calibrated subsequent to any repair that may affect calibration.

(b) Removal of loose aggregate from applied surface.

(c) Seating of aggregate without causing aggregate fracture.

(d) Accurately measuring and uniformly spreading of the aggregate over the full width of the bituminous material and have ability to vary the application width depending upon road width. It shall also be able to have verifiable application rates. The calibration of the system shall be accomplished by the contractor and approved by the engineer prior to use. The contractor shall furnish all equipment, material, labor and supervision necessary to perform this calibration. Equipment shall be calibrated subsequent to any repair that may affect calibration.

409.5 Construction Requirements.

409.5.1 Weather Limitations. Bituminous material shall not be placed on any wet surface. Seal coat shall only be placed when the ambient temperature and the temperature of the pavement on which it is to be placed is above 60 F. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

409.5.1.1 Forecasted Weather. No seal coat shall be placed when the forecast from the National Weather Service predicts ambient temperatures falling below 40 F within 24 hours of construction.

409.5.2 Surface Preparation. The surface shall be thoroughly cleaned or swept to remove all dirt, packed soil, or any other foreign material prior to spraying the bituminous material.

409.5.3 Application of Bituminous Material.

409.5.3.1 Bituminous material shall be uniformly applied within the temperature range recommended by the manufacturer. Any bituminous material applied on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges or any areas not specified to be sealed shall be removed by the contractor, at the contractor's expense.

409.5.3.2 When pre-coating is required, the cover aggregate shall be pre-coated at a minimum rate of 0.5 percent residual asphalt by weight of aggregate.

409.5.4 Compaction. All aggregate shall be uniformly seated over the entire area being sealed in a manner which minimizes aggregate loss and prevents crushing of aggregate.

409.5.5 Dust Control. The contractor may be required to control dust should airborne dust become a concern, or as directed by the engineer.

409.5.6 Loose Aggregate. Loose aggregate shall be removed from curbs, gutters, sidewalks, driveways, and other areas designated by the engineer.

409.6 Traffic Control.

409.6.1 During application of the seal coat, the contractor shall control traffic through the work zone by means of pilot vehicles traveling at a maximum speed of 35 miles per hour. The contractor shall designate a responsible person for receiving and resolving damage claims made by the public. This person shall be available by telephone during the contractor's normal business hours Monday through Friday.

409.6.2 The contractor shall provide contact information signs with their company name and phone number on a variable width by 24 inch tall sign with black lettering on an orange background. The first line shall state "CONTRACTOR" in uppercase 4 inch C highway font, the second line shall contain the contractor name in upper/lower case 4 inch B highway font and the third line shall contain the contractor's phone number in 4 inch

C highway font. Signs shall be posted near the beginning and end of the project limits as approved by the engineer.

#6.

409.7 Basis of Acceptance. Acceptance shall be made no less than 14 days from completion of the route. Seal coat will be evaluated for acceptance by the engineer based on the following criteria:

- (a) No location having bleeding of binder in excess of two square feet or a combined area of bleeding greater than 10 square feet on any 50 foot length of two lane roadway.
- (b) No continued or ongoing tracking from seal coat onto other roadways or adjacent driveways.
- (c) No transverse and longitudinal construction joints from the seal coat application that are not straight, create a bump, or produce a poor riding surface.
- (d) Longitudinal construction joints that are straight and contain no gaps.
- (e) No asymmetric appearance stemming from longitudinal grooves or ridges in the surface.
- (f) A pavement treatment having complete aggregate coverage with full adherence to the roadway.

The contractor is responsible for any damage claims that are associated with the seal coat until the route is accepted by the engineer.

409.8 Method of Measurement.

409.8.1 Final measurement for aggregate in the completed seal coat will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity.

409.8.2 Where required, measurement of seal coat, complete in place, will be made to the nearest square yard for aggregate.

409.8.3 Final measurement for binder will be made to the nearest gallon in accordance with Sec 1015. Any revision or correction will be computed and added to or deducted from the contract quantity.

409.9 Basis of Payment. The accepted quantities of seal coat aggregate and binder, in place, will be paid for at the contract unit price. No separate payment will be made for pre-coating aggregate, fog sealing, dust control, or for providing and installing contract information signs. If the binder application rate includes a correction factor, it is included in the plan quantities.

**SECTION 1003
AGGREGATE FOR SEAL COATS**

#6.

1003.1 Scope. This specification covers aggregate to be used for seal coat.

1003.2 Aggregate. Aggregate for seal coats shall consist of sound durable rock particles, free from objectionable coatings.

1003.2.1 When tested in accordance with AASHTO T 96, the percentage of wear shall not exceed 50 percent. The sum of the percentages of all deleterious substances shall not exceed 2.0 percent for Grade A aggregate, 4.0 percent for Grade B or 8.0 percent for Grade C aggregate, and the aggregate shall meet the following criteria:

Property	Grade A1 & A2 Aggregate	Grade B1 & B2 Aggregate	Grade C Aggregate
Deleterious rock, percent by weight, max	2.0	4.0	8.0
Shale, percent by weight, max	0.5	0.75	1.0
Other foreign material, percent by weight, max	0.5	0.5	0.5
Two fractured faces, percent, min	100	100	100
Thin, elongated particles, ASTM D 4791, 5:1, percent, max ^a	10	N/A	N/A
Micro-Deval, AASHTO T 327, percent, max	18	20	N/A

^aTest material retained on the No. 4 sieve.

1003.2.2 The aggregate shall be in accordance with the following requirements for the grade specified in the contract:

Sieve Size	Grade A1 Aggregate	Grade A2 Aggregate	Grade B1 Aggregate	Grade B2 Aggregate	Grade C Aggregate
	Percent Passing by Weight	Percent Passing by Weight	Percent Passing by Weight	Percent Passing by Weight	Percent Passing by Weight
1/2"	100	100	100	100	100
3/8"	97-100	100	95-100	100	95-100
1/4"	--	97-100	--	95-100	--
No. 4	0-25	--	0-30	--	0-35
No. 8	--	0-30	--	0-30	--
No. 200 ^{a, b}	0-1.0	0-1.5	0-2	0-2.5	0-2

^aThe percent passing the No. 200 sieve may be increased by 1.0 percent provided the aggregate is pre-coated with bituminous material.

^bThese values may be raised by 0.5% at the destination to account for handling provided the material meets this gradation at the source.

1003.2.3 Crushed stone shall be obtained from rock of uniform quality. Rock from individual ledges and gravel tested for initial source approval shall meet the following criteria:

Property	Grade A1 & A2 Aggregate	Grade B1 & B2 Aggregate	Grade C Aggregate
Absorption, AASHTO T 85, percent, max	2.0	4.0	4.0

1003.2.4 Lightweight aggregate shall be in accordance with the following requirements for the grade specified in the contract:

Property	Grade	Grade	Grade C
----------	-------	-------	---------

	A1 & A2 Aggregate	B1 & B2 Aggregate	Aggregate
Absorption, ASSHTO T 85, percent, max	n/a	n/a	n/a
Los Angeles Abrasion for Lightweight Aggregate, MoDOT Test Method TM 78, percent, max	50	50	50

**SECTION 1015
BITUMINOUS MATERIAL**

#6.

1015.1 Scope. This specification covers bituminous material to be used in highway construction.

1015.2 Approval of Source. The contractor shall obtain approval of the source of bituminous material from the engineer before any shipments to the work site are made.

1015.3 Sampling, Testing and Acceptance Procedures. The supplier shall certify that the bituminous material complies with the specification requirements.

1015.3.1 Certification. The supplier shall furnish the truck driver a copy of the bill of lading, manifest or truck ticket to be available to MoDOT at the destination prior to unloading. The engineer at the source shall be furnished a copy. The bill of lading, manifest or truck ticket shall provide the following information regarding the shipment: type and grade of material, specific gravity at 60 F, net gallons, consignee, truck number, identification number, weight of truck before and after loading, destination, date loaded, name and location of the source, and a certification statement. The certification statement shall be signed by an authorized representative of the supplier and shall be substantially as follows:

"This certifies that the bituminous material in this shipment is in accordance with MoDOT specifications for the grade specified and the weights (masses) shown hereon were obtained on MoDOT approved scales and are correct within the specified scale requirements."

1015.3.2 Sampling. The engineer will at random observe the sampling and testing of truck shipments and tanks, and will select representative samples of the material being supplied for testing in the field or in the Central Laboratory. When test results certified by the supplier are not representative of the material being shipped, the source approval will be withdrawn. A source may be reinstated when proof is furnished that the deficiency has been corrected and adequate controls are in effect to guarantee delivery of material meeting specifications. Sampling and test methods for asphalt shall be as follows:

Property	Method	RC	MC	PG
Sampling	AASHTO T 40	X	X	X
Water	AASHTO T 55	X	X	X
Flash Point (Tag Open Cup)	AASHTO T 79	X	X	
Flash Point (Cleveland Open Cup)	AASHTO T 48			X
Viscosity, Centistokes	AASHTO T 201	X	X	
Distillation	AASHTO T 78	X	X	
Penetration	AASHTO T 49	X	X	
Ductility	AASHTO T 51	X	X	
Solubility in Trichlorethylene	AASHTO T 44	X	X	X
Ash in Bituminous Material	AASHTO T 111			
Viscosity (Rotational)	ASTM D 4402			X
Dynamic Shear	AASHTO 315			X
Rolling Thin Film Oven Test	AASHTO T 240			X
Pressure Aging Test	AASHTO R28			X
Creep Stiffness	AASHTO T 313			X
Direct Tension	AASHTO T 314			

1015.3.3 Sampling Equipment. The supplier shall furnish the required sampling equipment and shall sample the contents of the truck under the direction of the engineer. The supplier shall keep all sampling equipment clean and in good condition. Sampling devices on truck transports will be approved provided an adequately insulated valve is used with a pipe or nipple inserted a suitable distance into the tank.

1015.3.4 Truck Log. Each truck transport shall carry a log showing types of material and the dates hauled with respect to previous shipments, or the supplier shall furnish to the engineer such information with respect to the previous load.

1015.3.5 Intermediate Storage. Intermediate storage tanks for storage and transfer of material between the refinery or terminal and the point of acceptance shall be equipped for sealing and shall be reserved exclusively for MoDOT work. Use of any material from unsealed tanks will be subject to delay until material can be sampled, tested and approved.

1015.3.6 Other Transportation. At sources from which liquid bituminous material is being accepted by certification, the applicable requirements of the foregoing sections shall be followed for shipments of material in transportation units other than trucks. The certification and all information regarding each shipment shall be furnished to the engineer at the source.

1015.3.7 Railroad Shipments. For railroad shipments from refineries where inspection is not maintained by MoDOT, the supplier shall sample each car load at the source and submit the sample promptly to the Central Laboratory. A bill of lading or identification sheet shall accompany each sample and contain the following information: car number, type and grade of material, quantity represented, including gross gallons, temperature and net gallons at 60 F, destination of shipment, project number and consignee. A certification statement as specified in Sec 1015.3.1 shall accompany each sample. Approval of the source may be withdrawn if samples submitted are not representative of the material shipped in the car.

1015.4 Proportioning and Blending Bituminous Material Constituents. All material shall be properly proportioned and thoroughly blended in suitable tanks prior to delivery to transportation equipment, or material may be proportioned and blended by use of automatic proportioning equipment. All automatic-proportioning blenders shall meet the approval of the engineer and shall be equipped with precision instruments, including electrically interlocked motors and automatic meters.

1015.5 Application Temperatures for Bituminous Material.

Bituminous Material	Temperature, Degrees Fahrenheit			
	Spraying		Mixing	
	Min	Max	Min	Max
Asphalt Binder				
PG 46-28	260	325	----	----
All Other Grades	285	350	275	350
Liquid Asphalt RC-MC				
Grade				
30	70	150	50	110
70	100	180	90	140
250	150	220	130	170
800	180	260	170	210
3000	210	290	200	240
Asphalt Emulsions				
RS-1	120	140	----	----
RS-2	125	185	----	----
SS-1	120	160	70	160
SS-1h	120	160	70	160
SS-1vh	160	180	140	160
CRS-1	125	185	----	----
CRS-2	125	185	----	----
CSS-1	120	160	70	160
CSS-1h	120	160	70	160
EA-90P	130	180	----	----
CRS-2P	130	180	----	----
CHFRS-2P	130	180	----	----

^a The minimum mixing temperature shall be lowered to 200 when a warm mix technology, as approved by the engineer,

(b) The plan shall state the lot size used to designate the frequency of QC and specification compliance testing for each performance grade to be supplied. The lot size will depend upon the method of manufacture and may be designated on a tank basis, or on a time basis in the case of binders that are blended into trucks or tanks or that are continually blended into "live" tanks.

(c) For terminals or manufacturing facilities, the minimum reduced frequency of testing for QC or specification compliance shall be one series of tests every two weeks for "live" tanks or blenders and one series of tests every four weeks for "static" tanks that have had no material added between testing, per lot per grade of binder shipped.

(d) Quality Control testing may be used to determine that binders being shipped from terminals or manufacturing facilities have not been contaminated, provided that such testing is shown to be of sufficient accuracy to detect contamination and to assure that material meets required specifications. Surrogate tests may be used for QC testing of non-modified performance graded binders.

(e) Terminals or shipping facilities that blend performance graded binders from different sources, that blend to produce a different performance grade, or that blend to modify the properties of an existing performance grade shall perform complete AASHTO M 320 specification compliance testing.

(f) The shipping facility shall document that each transport vessel was inspected prior to loading and was found to be acceptable for the material being shipped. The inspection shall be documented by a statement on the bill of lading or truck ticket, or by maintaining a record of transport vessel inspections at the shipping facility, which shall be available for review by MoDOT.

1015.10.2.2 Quality Control Plan Test Data. The facility shall retain test data of specification compliance and QC testing for five years. At a minimum, the name of the facility, the dates of testing activity, results of individual specification compliance and QC tests identified by blender or tank number, and the mean, minimum and maximum test result for each specification compliance and QC test performed shall be readily available to MoDOT upon request.

1015.10.2.3 Approval of Laboratories. The supplier's primary testing laboratory shall be approved by MoDOT. The approval process will include split sample testing, and may include an on-site visit by department personnel. The primary testing laboratory shall be regularly inspected by the AASHTO Materials Reference Laboratory (AMRL). Any satellite testing laboratory operated by a supplier shall be inspected at the same frequency by the supplier's primary AMRL inspected laboratory staff, and a copy of the inspection report shall be forwarded to MoDOT.

1015.10.2.4 Failure to Comply. Failure to fulfill any of these requirements may result in disqualification of the performance graded binder supplier. If a primary manufacturing facility is disqualified, all terminals shipping performance graded binder manufactured at the primary facility and who are not performing AASHTO M 320 specification compliance testing will automatically be disqualified. In cases of dispute, test results obtained by MoDOT will be considered final.

1015.10.3 Characteristics. Performance graded asphalt binder shall be in accordance with AASHTO M 320 for the grade specified, except as follows. AASHTO T 111, Inorganic Matter or Ash in Bituminous Materials, may be substituted for AASHTO T 44, Solubility of Bituminous Materials, at the specification value indicated prior to the addition of ground tire rubber (GTR.) All blends containing GTR shall include 4.5 percent transpolyoctenamer rubber (TOR) by weight of the GTR. The direct tension test will be waived. The following additional requirements will apply:

Binder Characteristics		
Absolute Temperature Spread Between Upper and Lower Temperature for PG Binder Grade ^a	Elastic Recovery ^b , Percent, Minimum, AASHTO T 301	Separation Test ^c , Percent Difference, Maximum, ASTM D 5976
86 C	-	-
92 C	55	10
98 C	65	10

is used.

#6.

1015.5.1 Application temperatures of other grades of emulsions shall be as specified in the contract.

1015.5.2 The spraying temperature for non-modified PG 46-28 asphalt binder shall be 260 - 325 F, and for all other higher temperature non-modified performance grades, the spraying temperature shall be 285 - 350 F. The mixing and compaction temperatures for performance graded asphalt binder shall be determined by rotational viscosity testing as defined in ASTM D 4402.

1015.5.3 When material to be applied by pressure distributor is, due to refining or blending procedures, delivered at a temperature above the specified limits, the material may be applied at the higher temperature provided satisfactory application can be obtained at the specified rate and provided sufficient precaution is exercised with respect to the fire hazard.

1015.6 Measurement of Bituminous Material. Field weight or field volumetric determinations of the material actually incorporated into the work will be used for measurement of the quantity of bituminous material for payment. The volume of material supplied from intermediate storage tanks will be determined from the net weight of the material. The net weight will be determined from the gross weight of the loaded transport vehicle used to deliver the material to the project less the empty transport vehicle weight. The volume correction methods specified below will be used for determining the volume of bituminous material. Scales for determining the weight of bituminous material shall be in accordance with Sec 310.

1015.6.1 Liquid Bituminous Material and Asphalt Binder - Volumetric Determination. Measurement of the material will be based on the volume at 60 F. The volume correction factors of ASTM D 1250, Table 24b, will be used for converting the material from the volume at the observed temperature to the volume at 60 F. The volume of uncalibrated distributors and tank trucks will be determined from the net weight of the material. The net weight will be determined from the gross weight of the loaded delivery vehicle less the empty delivery vehicle weight. For computing the volume in gallons from weight, the following formula will be used:

$$G = \frac{W}{SG \times 8.328}$$

where:

G = Volume in gallons at 60 F.

W = Weight of material in pounds.

SG = Specific Gravity of material at 60 F.

1015.6.2 Emulsified Asphalt. Measurement of the material will be based on the volume at 60 F using a coefficient of expansion of 0.0003 per degree F for converting the material from the volume at the observed temperature to the volume at 60 F.

SECTION 1015.10 PERFORMANCE GRADED ASPHALT BINDER.

1015.10.1 General. Performance graded asphalt binder shall be an asphalt-based binder produced from petroleum residue either with or without the addition of non-particulate organic modifiers. The grade shall be as specified in the contract.

1015.10.2 Basis of Acceptance. Suppliers furnishing performance graded asphalt binders to MoDOT projects by certification shall be in accordance with AASHTO R 26, except as noted herein. To become pre-qualified to furnish material, a written request shall be sent to Construction and Materials, along with a copy of the supplier's QC plan. Split samples may be required. Changes in formulation, base stock or methods of manufacture of qualified performance graded binders shall be noted and may require requalification.

1015.10.2.1 Quality Control Plan Requirements. The QC plan shall be in accordance with AASHTO R 26 with the following exceptions and modifications:

- (a) The plan shall be written to cover multiple terminals or shipping facilities, in addition to the primary manufacturing facility, provided specific requirements for each location are clearly stated.

^aTemperature Spread = Upper PG Temperature minus Lower PG Temperature.

^bElastic recovery test to be performed on the residue from the Rolling Thin Film Oven Test at 25 C and 10 cm elongation.

^cSeparation test to be performed in accordance with ASTM D 5976, except test upper and lower portions as original binder for G* value according to AASHTO T 315 except for GTR binders that require continuous agitation.

1015.10.3.1 In lieu of AASHTO M 320, AASHTO M 332 may be substituted eliminating the elastic recovery requirement, except for use with Sec 413.30, Ultrathin Bonded Asphalt Wearing Surface. The equivalent grading will PG 64-22, Grade S for PG 64-22, Grade H for PG 70-22 and Grade V for PG 76-22. Specialty grades will be tested at the grade temperature for the desired characteristics, i.e. PG 58-28 for RAS mixtures.

1015.10.4 Characteristics for GTR. Ground tire rubber shall be ambient ground, free of wire or other contaminating materials and not contain more than 0.1 percent fabric. Cryogenically ground rubber may be used by demonstrating that the GTR is satisfactorily suspended during all phases of production and storage. The gradation of the GTR shall be as follows:

Ground Tire Rubber	
Sieve Size	Percent Passing by Weight
No. 8	100
No. 16	100-96
No. 30	100-90
No. 50	20 min.

1015.10.4.1 Modification Process. The percentage by weight of binder shall be included with each lot of material. Ground tire rubber modified asphalt binder shall be tested and certified in accordance with Sec 1015.10.2 and may be incorporated by any of the following methods:

1015.10.4.1.1 Blending at HMA Plant. All sampling and testing shall be performed in accordance the requirements for terminal blending including high and low temperature testing.

1015.10.4.1.2 Terminal Blending. Blending and certification shall be in accordance with Sec 1015.

1015.10.5 Storage. Performance graded asphalt binder shall be furnished as a uniform mixture shipped directly to the project site from the asphalt binder supplier's permanent plant address or intermediate storage facility, suitable for direct use. Asphalt binder shall be capable of being stored at the project site without separation or settling. Automatic blending will be allowed at the terminal. Intermediate blending of asphalt binder and additives will not be allowed at the project site, unless the asphalt binder is sampled at a point in the operation which captures the final blended binder with all additives incorporated.

SECTION 1015.20 LIQUID BITUMINOUS MATERIAL.

1015.20.1 Basis of Acceptance. Suppliers electing to furnish liquid bituminous material to MoDOT projects by QC/QA certification shall furnish material in accordance with Sec 1015.20.2. To become pre-qualified to furnish material, a written request shall be submitted to Construction and Materials, along with a copy of the supplier's QC plan. For source approval for any supplier of liquid bituminous material, split samples and an on-site laboratory inspection may be required. A manufacturer may forgo a formal QC plan and elect to perform full compliance testing, and certify each batch of material. If a manufacturer elects to forgo a formal QC Plan, all truck shipments shall be loaded from approved storage tanks that have been sampled, tested and certified by the supplier. If a manufacturer so elects, and automatic blending equipment is used, blender material will be approved for use provided the finished product is in accordance with this specification. At least one complete specification compliance test shall be conducted every two weeks on each grade of material furnished for MoDOT work from the blender. A certified copy of the test results shall be furnished to the engineer. For all liquid bituminous material, AASHTO T 111, Inorganic Matter or Ash in Bituminous Materials, may be substituted for AASHTO T 44, Solubility of Bituminous Materials, at the specification value indicated.

1015.20.2 Quality Control Plan Requirements. The QC plan shall be in accordance with the following:

- (a) The plan may be written to cover multiple terminals, shipping facilities, blending or manufacturing facilities.
- (b) The plan shall state the location, organization and responsible personnel for each facility, including the physical address and telephone contact information. In general, following the guidelines in AASHTO R 26 will be acceptable.
- (c) The plan shall state the minimum testing frequency for all material supplied. At a minimum, each grade of material supplied to MoDOT shall have complete specification compliance testing conducted monthly. Polymer modified material shall have complete specification compliance testing conducted every two weeks. The manufacturer's internal QC testing frequency shall be approved by MoDOT prior to implementation. The manufacturer shall perform sufficient tests and at a frequency to ensure specification compliant material is being supplied to MoDOT at all times. For emulsified asphalt, QC testing on each batch, at a minimum, shall consist of viscosity, sieve test, determination of residue by either distillation or evaporation and an identifier test, if applicable, for that particular grade, either cement mixing, particle charge or demulsibility. The manufacturer may elect to perform additional QC tests. For cutback material, QC testing shall be a minimum of the viscosity on a daily basis when material is being shipped to MoDOT work.
- (d) In the event of a failing sample, the manufacturer shall follow the steps outlined in AASHTO R 26, Sec. 9.2. If a sample fails to comply with any specification requirement at the Central Laboratory, the manufacturer may only ship new material of that grade after full specification compliance testing. After the manufacturer has certified through specification compliance testing that three consecutive batches are in accordance with the material specification, the manufacturer may return to the testing frequency outlined in the QC/QA plan. If a second sample of the same grade from the same facility fails to comply with any specification requirement within the same calendar year, approval of that facility to supply that grade under QC/QA may be withdrawn. If approval for a grade is withdrawn, that material may only be supplied to MoDOT work after full certification compliance testing has been performed at the Central Laboratory. Re-approval to supply under the supplier's QC/QA Plan will occur only after three consecutive batches meet specifications after testing at the Central Laboratory. Failure of multiple grades from a single facility tested at the Central Laboratory may result in that facility being removed from approval to supply material to MoDOT. Reinstatement will occur only after all materials in question have been tested at the Central Laboratory and have met all specifications, and documentation from the supplier outlining the reason for the failures and what corrective measures have been taken are to the satisfaction of MoDOT.
- (e) The shipping facility shall document that each transport vessel was inspected prior to loading and was found to be acceptable for the material shipped. The inspection shall be documented by a statement on the bill of lading or truck ticket, or by maintaining a record of transport vessel inspections at the shipping facility, which shall be available for review by MoDOT.

The results of QC/QA testing shall be retained by the supplier for a period of three years. A report containing all test results for any material shall be available to MoDOT upon request.

1015.20.3 Type RC Liquid Asphalt. Type RC liquid asphalt shall be produced by fluxing an asphaltic base with suitable petroleum distillates. The material shall show no separation or curdling prior to use and shall not foam when heated to the application temperature. The material shall be in accordance with AASHTO M 81, invoking Note 3 using penetration in lieu of viscosity for the grade specified in the contract.

1015.20.4 Type MC Liquid Asphalt. Type MC liquid asphalt shall be produced by fluxing an asphaltic base with suitable petroleum distillates. The material shall show no separation or curdling prior to use and shall not foam when heated to the application temperature. The material shall be in accordance with AASHTO M 82, invoking Note 4 using penetration in lieu of viscosity for the grade specified in the contract.

1015.20.5 Emulsified Asphalt. Non-polymer emulsified asphalt shall be in accordance with AASHTO M 140 or AASHTO M 208, for the type and grade specified in the contract.

1015.20.5.1 Polymer Modified Asphalt Emulsion - Seal Coat. Bituminous material for polymer modified asphalt shall be in accordance with the following:

#6.

Polymer Modified Asphalt Emulsion				
Test ^a	CRS-2P		EA-90P	
	Min	Max	Min	Max
Viscosity, SSF @ 50 C	100	400	100	400
Storage Stability Test ^b , 24 hour, percent	----	1	----	1
Classification Test	Pass	----	----	----
Particle Charge Test	Positive	----	----	----
Sieve Test, percent	----	0.3	----	0.3
Demulsibility, 0.02 N CaCl ₂ , percent	----	----	30	----
Distillation:				
Oil distillate by volume of emulsion, percent	----	3	----	3
Residue from distillation ^c , percent	65	----	65	----
Tests on Residue from Distillation:				
Penetration, 25 C, 100 g, 5 sec	100	200	100	200
Ductility, 4 C, 5 cm/minute, cm	30	----	25	----
Ash ^d , percent	----	1	----	1
Float Test at 60 C, sec	----	----	1200	----
Elastic Recovery ^e , percent	58	----	58	----

^aAll tests shall be performed in accordance with AASHTO T 59 except as noted.

^bIn addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be a homogeneous brown color throughout.

^cAASHTO T 59 shall be modified to maintain a 399 F ± 10 F maximum temperature for 15 minutes.

^dPercent ash shall be determined in accordance with AASHTO T 111, *Ash in Bituminous Material*.

^eElastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 50 F. Prepare the brass plate, mold and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 50 F for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation (x) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ Recovery} = \frac{20 - X}{20} \times 100$$

Polymer Modified Asphalt Emulsion		
Test ^a	CHFRS-2P	
	Min.	Max.
Viscosity, SFS @ 50 C	100	400
Storage Stability Test, 24 hour, percent	---	1.0
Demulsibility, 35 ml 0.8% dioctyl sodium sulfosuccinate, percent	60	---

Sieve Test, percent	---	0.10
Particle Charge Test	Positive	
Distillation ^b		
Oil Distillate, by volume of emulsion, percent	---	0.5
Residue from distillation, percent	65	---
Tests on Residue from Distillation:		
Polymer content, weight, percent (solids based)	3.0	
Softening Point, C	54	---
Float test at 60 C, s	1800	---
Penetration, 25 C, 100 g, 5 s	80	130
Viscosity @ 60 C, Poise	1300	---
Solubility in Trichloroethylene, percent	95	---
Elastic Recovery ^c @ 10 C, percent	65	---

^aAll tests shall be performed in accordance with AASHTO T-59 except as noted.

^bAASHTO T59 shall be modified to maintain a 177 ± 5 C maximum temperature to be held for 20 minutes. Complete the total distillation in 60 ± 5 minutes from the first application of heat.

^cElastic recovery shall be determined as follows. Condition the ductilometer and samples to be treated at 10 C. Prepare the brass plate, mold, and briquet specimen in accordance with AASHTO T 51. Keep the specimen at the specified test temperature of 10 C for 85 to 95 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in the elongated position for 5 minutes. After the 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting devices. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract the half sample specimen until the two broken ends touch. At this point note the elongation recovery (X) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ Recovery} = \frac{20 - X}{20} \times 100$$

1015.20.5.1.1 Polymer Modified Asphalt Emulsion - Tack Coat. Bituminous material for polymer modified asphalt shall be in accordance with the following:

Slow Setting Polymer Modified Asphalt Emulsion ^a					
		SS-1HP		CSS-1HP	
Test on Emulsion	Method	Min	Max	Min	Max
Viscosity, Saybolt Furol @ 25°C (77°F), s	AASHTO T 59	20	100	20	100
Particle Charge Test		Negative		Positive	
Storage Stability Test ^b , 24 hr, percent	AASHTO T 59	--	1	--	1
Sieve Test, percent	AASHTO T 59	--	0.50	--	0.50
Residue by Distillation ^c , percent	AASHTO T 59	57		57	
Oil Distillate by Distillation, percent	AASHTO T 59	--	--	--	--
Test on Residue from Distillation					
Penetration 25°C, 100 g, 5 s	AASHTO T 49	40	90	40	90
Elastic Recovery ^d , 20 cm, 5 cm/min, 60 min, %	AASHTO T 301	30	--	30	--
Solubility in Trichloroethylene ^e , %	AASHTO T 44	97.5	--	97.5	--

^a The emulsified asphalt shall be in accordance with Sec 1015.20.5 of the 2011 Missouri Standard Specifications for Highway Construction, except as indicated above, and shall be modified with a styrene-butadiene diblock or triblock copolymer or a styrene butadiene rubber.

^b In addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be homogeneous brown color throughout. The storage stability test may be waived provided the asphalt emulsion storage tank at the project site has adequate provisions for circulating the entire contents of the tank, provided satisfactory field results are obtained.

^c AASHTO T 59 shall be modified to use a lower distillation temperature of 177° C (350° F).

^d AASHTO T 301 shall be modified to allow the residue to be obtained from distillation as long as the distillation temperature is modified as stated above. The test on residue shall be conducted at a temperature of 10° C (50° F).

^e In lieu of performing AASHTO T 44, AASHTO T 111, Ash in Bituminous Material, may be performed with a maximum allowable percent ash of 1.0 percent.

1015.20.5.2 Asphalt Emulsion for Micro-Surfacing. Bituminous material for micro-surfacing shall be a polymer modified asphalt emulsion, grade CSS-1h, in accordance with the following table. The bituminous material shall show no separation after mixing. A minimum of 3.0 percent polymer content, by mass, of an approved polymer shall be milled into the asphalt emulsion at the time of manufacture of the emulsion. The emulsion shall be sampled in accordance with AASHTO T 40.

Micro-Surfacing Emulsion (MSE-1)			
	Min.	Max.	Test Method
Viscosity, Saybolt Furol at 77 F, s	20	100	AASHTO T 59
Storage stability test, 24 hr, percent	--	1 ^a	AASHTO T 59
Particle charge test positive ^b			AASHTO T 59
Sieve test, percent	--	0.50	AASHTO T 59
Residue, percent	62	--	AASHTO T 59
Tests on Residue from Distillation			
	Min.	Max.	Test Method
Penetration, 77 F, 100 g, 5 s,	40	90	AASHTO T 49
Ductility, 25 C, 5cm/min, cm,	40	--	AASHTO T 51
Solubility in Trichloroethylene, %	97.50	--	AASHTO T 44

^aThe storage stability test may be waived provided the asphalt emulsion storage tank at the project site has adequate provisions for circulating the entire contents of the tank, and provided satisfactory field results are obtained.

^bIf the particle charge test is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

1015.20.5.3 Scrub Seal Emulsion. Scrub seal emulsion shall be smooth and homogeneous, polymer modified, shall contain an asphalt rejuvenator and shall be in accordance with the following:

Scrub Seal Emulsion (SSE-1)			
	Min.	Max.	Test Method
Saybolt Furol Viscosity, SFS @ 77 F	30	100	AASHTO T 59
Storage Stability Test ^a , 24 hr, %	--	1 ^a	AASHTO T 59
Demulsibility, 35 ml of 0.02N, CaCl ₂ , %	--	60	AASHTO T 59
Sieve Test ^b , percent	--	0.3	AASHTO T 59
Residue by Distillation ^(c) @ 401 ± 10 F, %	60	--	AASHTO T 59
Oil Distillate by Volume, percent	--	3	AASHTO T 59
Tests on Residue from Distillation			
	Min.	Max.	Test Method
Penetration @ 77 F, 5 s, 100 g, dmm	100	300	AASHTO T 49
Float Test @ 140 F, s	1200	--	AASHTO T 50
Ash, percent	--	1	AASHTO T 111

Elastic Recovery, 10 C, 200 mm elongation, 60 min. recovery, percent	30	--	ASTM D 5976
Saturates ^d , percent	--	20	ASTM D 4124

^aUpon examination of the test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance and shall be a homogeneous brown color throughout.

^bA percentage of 0.30 will be acceptable for samples taken at the point of use or shipped to the Central Laboratory for testing.

^cASTM D 244 shall be modified to include a 205 ± 5 C maximum temperature to be held for 15 minutes.

^dASTM D 4124 shall be modified to use Alumina, CG - 20 Grade, available from Aluminum Company of America, Pittsburgh, PA.

1015.20.5.4 Hard Penetration Asphalt Emulsions (SS-1vh). The hard penetration asphalt emulsions shall be in accordance with the following:

Emulsion Properties of Hard Penetration Asphalt Emulsions (SS-1vh)			
Test on Emulsion	Method	Min.	Max.
Viscosity, Saybolt Furol @ 25° C (77° F), s	AASHTO T 59	20	100
Storage Stability Test ^a , 24 hr., percent	AASHTO T 59	--	1.0
Sieve Test, percent	AASHTO T 59	--	0.30
Residue by Distillation, percent	AASHTO T 59	50	--
Oil Distillate by Distillation, percent	AASHTO T 59	--	1
Tests on Residue from Distillation	Method	Min.	Max.
Softening Point, ° F	AASHTO T 53	149	200
Penetration 25° C (77° F), 100 g, 5 s	AASHTO T 49	--	40
G* / sin delta @ 76° C – 10 rad/sec, kPa	AASHTO T 315	1.0	--
Solubility in Trichloroethylene ^b , %	AASHTO T 44	97.5	--

^aIn addition to AASHTO T 59, upon examination of the test cylinder, and after standing undisturbed for 24 hours, the surface shall show no appreciable white, milky colored substance and shall be homogeneous brown color throughout. The storage stability test may be waved provided the asphalt emulsion storage tank at the project site has adequate provisions for circulating the entire contents of the tank, provided satisfactory field results are obtained.

^bIn lieu of performing AASHTO T 44, AASHTO T 111, Ash in Bituminous Material, may be performed with a maximum allowable percent ash of 1.0 percent.

1015.20.6 Ultrathin Bonded Wearing Surface. Bituminous material for ultrathin bonded wearing surface shall be in accordance with the following.

1015.20.6.1 Asphalt Binder. The asphalt binder shall be in accordance with Sec 1015.10, and specifically as follows:

Tests	Method	Min.	Max.
Separation Test, %	AASHTO PP-5		10
Elastic Recovery Test, %	ASTM D 6084	65	

1015.20.6.2 Polymer Modified Emulsion Membrane. The anionic or cationic emulsion shall be polymer modified and shall be in accordance with one of the following:

Anionic Polymer Modified Emulsion Membrane (PEM-1)			
Tests on Emulsion	Method	Min.	Max.
Viscosity, Saybolt Furol @122°F, s	AASHTO T 59	25	125
Storage Stability Test ^a , 24 h, percent	AASHTO T 59		1

Sieve Test ^b , percent	AASHTO T 59		0.3
Residue by Distillation ^c , percent	AASHTO T 59	63	
Oil Distillate by Distillation, percent	AASHTO T 59		2
Demulsibility, % 35 ml, 0.02 N CaCl ₂	AASHTO T 59	60	
Tests on Residue From Distillation			
Penetration	AASHTO T 49	90	150
Elastic Recovery, percent	AASHTO T 301	60	

Cationic Polymer Modified Emulsion Membrane (CPEM-1)			
Tests on Emulsion		Method	Min. Max.
Viscosity, Saybolt Furol @122°F, s		AASHTO T 59	25 125
Storage Stability Test ^a , 24 h, percent		AASHTO T 59	1
Sieve Test ^b , percent		AASHTO T 59	0.3
Residue by Distillation ^c , percent		AASHTO T 59	63
Oil Distillate by Distillation, percent		AASHTO T 59	2
Demulsibility, %	35 ml, 0.8% dioctyl sodium sulfosuccinate	AASHTO T 59	60
Tests on Residue From Distillation			
Penetration		AASHTO T 49	90 150
Elastic Recovery, %		AASHTO T 301	60

^aAfter standing undisturbed for 24 hours, the surface shall show no white, milky colored substance, but shall be a smooth homogeneous color throughout.

^bThe sieve test will be waived if successful application of the material has been achieved in the field.

^cAASHTO T 59 shall be modified to include a 400 F ± 10 F maximum temperature to be held for a period of 15 minutes.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#7.

Department: Public Utilities

Date: June 5, 2023

Agenda Item: A Resolution Accepting A Change in the Contract Amount From L&J Development, Inc. For Utility Payment Kiosk Installation

Summary: The utility office is seeking to install a bill payment kiosk in lieu of the existing drive up window. This is part of the ongoing effort to convert to electronic bill payment and extending customer bill payment service to 24 hours daily, 7 days per week. The originally agreed upon installation cost was \$4,900.00.

Upon changing the location of the installed unit, additional costs are required to complete the work due to materials and labor for secure mounting and trim for the unit in the changed (new) selected location. The new cost for project completion is \$8,740.00.

Recommended

Action: Approve the resolution

Fund Name: Public Utilities Data Processing

Account Number: 301.110.5403

Available Budget \$: Overspent and to be transferred from Operating Reserve

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH L & J DEVELOPMENT, INC. FOR INSTALLATION OF A BILL PAYMENT KIOSK AT CITY HALL.

WHEREAS, on September 9, 2022, this Council authorized contracting with L & J Development, Inc., (“L&J”) for the installation of a bill payment kiosk at City Hall in the amount of \$4,900; and

WHEREAS, City staff determined that a better location for installation of the kiosk was available and requested L&J provide a Change Order for the new design, materials and labor; and

WHEREAS, attached hereto is the proposed Change Order which increases the total installation cost to \$8,740.00; and

WHEREAS, staff recommends that the Council authorize acceptance of the Change Order and authorize the City Manager to execute and pay said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 5th day of June, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

BUDGET COST ESTIMATE

Date: 8/15/2022

#7.



Project No. Not Assigned
Project: Water Billing Kiosk

801 N Morley Street - PO Box 715
Moberly, Missouri 65270
(660) 269-8008
www.ljdevelopment.com

Exhibit A

Materials Taxable:

- Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.040 - Project Supervision	1	LS		L & J Development
1.700 - Clean-up				
Daily Cleaning	1	LS		L & J Development
Supplies				
1.900 - Small Consumables for work	1	LS		
Division 1.000 General Conditions Total:			\$800.00	
2.200 Demolition				
2.220 - Demolition				
Demo existing Drop Box, Teller Station	1	LS		L & J Development
Division 2.200 Demolition Total:			\$1,950.00	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing	1	LS		
Fasteners & Adhesives	1	LS		
Sales Tax		LS		
Labor to Frame		HR		
Division 6.000 Wood & Plastics Total:			\$150.00	
7.000 Thermal & Moisture Protection				
7.600 - Stainless Steel Sheetmetal	1	LS		
Polish Stainles Steel @ Window	1	LS		L & J Development
Remove Decals/Stickers on Window				
7.900 - Joint Sealants	1	LS		L & J Development
Division 7.000 Thermal & Moisture Protection Total:			\$500.00	
11.000 Equipment				
11.600 - Labor to install Kiosk	1	LS		L & J Development
Division 11.000 Equipment Total:			\$500.00	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract	1	LS		
Division 16.000 Electrical Total:			\$1,000.00	
			\$4,900.00	

BILL NO. R1346RESOLUTION NO. R1346

A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH L & J DEVELOPMENT, INC., FOR AMPHITHEATRE IMPROVEMENTS.

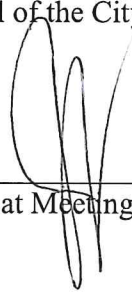
WHEREAS, on February 7, 2022, this Council accepted the bid of L & J Development, Inc., ("L&J") in the amount of \$394,134.44 and authorized contracting to construct the Amphitheatre; and

WHEREAS, a proposed Change Order (attached hereto) has been submitted by L&J to make additional improvements in the area of the Amphitheatre to make electrical updates to the Riley Pavilion, the Lodge and the Solar Pavilion and dirt and rock work for the parking lot in the amount of \$97,153.65; and

WHEREAS, staff recommends that the council authorize acceptance of the Change Order and authorize the City Manager to execute and pay said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.



Presiding Officer at Meeting

ATTEST:

Shannon Hance

Shannon Hance, MRCC, City Clerk

L&J Development Inc

PO Box 715
Moberly, MO 65270

Change Order

Order#: 1

Order Date: 11/01/2022

To: City of Moberly
100 West Reed
Attn. Greg Hodge
Moberly MO 65270

Project: 1269
City of Moberly Ampitheater
100 West Reed
Attn. Greg Hodge
Moberly MO 65270

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 1 Jeffrey Lawrence

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Change Order #1	
This Change Order is for the Parking Lot Prep and Extra Electrical work as described below.	
Parking Lot Prep	
This is for the removal of 10" of soils and rock and then the grading and compacting of 1" rock under the area that will be paved for additional parking and drive lanes in front of the Riley Pavilion, the Ampitheater and the Solar Pavilion. This covers approximately 17,180 SF of Space and we have figured for 500 Tons of rock. If we get into unsuitable soils under the old Livestock Barn we will have to address that at the time	
Grading - Labor, Machinery and Equipment	21,417.00
This covers the cost of Operator's Labor and Equipment to grade out the Parking Area to the required depth and backfill with clean rock and compact.	
Backfill with Rock	13,975.50
This covers 500 Tons of 1" rock to be hauled to the site to be placed and compacted by L&J Development. Rock supplied by M&M Trucking.	
Electrical Work as quoted by NEMO Electric	
The following items were priced by Chris Long of NEMO Electric per direction from Parks and Recreation.	
Solar Pavilion - Additional Work	22,935.00
Additional Work for the Solar Pavilion:	
1. Add 20 VHB-24-W-UNV-L840-CD-U Light Fixtures operated by a breaker	
2. Add for Dimming of all Fixtures	
3. Add Receptacles, 2 Circuits with 2 GFCI per column	
4. Add 4 Light Fixtures on the South Side Dimmable	
Negative changes will lower the overall contract price requiring no additional payment by owner.	
Requested Amount of Change	97,153.65
The original Contract Sum was	394,134.44
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	394,134.44
The Contract Sum will be changed by this Change Order	97,153.65
The new Contract Sum including this Change Order will be	491,288.09
The Contract Time will be changed by	0 Days

Owner: Brian C.

Date: 11/21/2022

Contractor: _____

Date: _____

Change Order
Continued...

Order: 1
Date: 11/03/2022

Description of Work	Amount
5. Add 4 Light Fixtures on the North Side NON Dimmable	
Riley Pavilion - Additional Work	21,697.50
Additional work for the Riley Pavilion:	
1. Add 4 Light Fixtures to the North Side Dimmable	
2. Connect existing 200 Amp Panel in Pavilion to the New 800 Amp Panel at New Transformer. Includes Labor and Materials including all PVC Conduit, EMT Conduit and Wire	
Work Associated with New Transformer Installation	14,025.00
The following work is for the Relocating the Ameren transformer that is behind the Riley Pavilion.	
Install New Conduit and wire from the Transformer to the CT Cabinet	
Stub out Conduit for Solar Pavilion, Riley Pavilion, Amphitheater and one Spare.	
New Concrete Pad for the CT Cabinet and 800 Amp Panel	
Remove wiring to the Lodge and Lodge panels and re-install with a separate ground	
Rework the Lodge CT Cabinet to be able to use without CT's.	
Add for Additional Payment and Performance Bond	3,103.65
Additional Bonding Cost for this Change Order	

Notes

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Public Utilities

Date: June 5, 2023

Agenda Item: A Resolution Accepting A Letter Agreement With Jacobs Engineering Group Inc For On-Call Engineering Services Change Order #6 And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: This scope includes minor tasks not related to other contracts with the city and allows for state and federal loan and grant administration tasks. This effort increases the existing contract not-to-exceed amount from \$32,000 to \$52,000. Work will be performed under the Professional Services Agreement dated October 5, 2020.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Trust

Account Number: 304.000.5408

Available Budget \$: \$0.00 Transfer from Fund 303 (Operating Reserve) as needed

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M ☐ S ☐ **Brubaker**

Council Member

M ☐ S ☐ **Lucas**

M ☐ S ☐ **Kimmons**

M ☐ S ☐ **Jeffrey**

M ☐ S ☐ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ON-CALL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR MINOR TASKS NOT RELATED TO CONTRACTS AND GRANT ADMINISTRATION.

WHEREAS, City staff requested that Jacobs Engineering Group, Inc., (“Jacobs”) provide a new proposal for on-call services related to minor tasks not related to other contracts and for grant administration; and

WHEREAS, Jacobs submitted the attached Letter Agreement to provide the proposed services in an amount not to exceed \$52,000.00; and

WHEREAS, City staff recommends the use of on-call engineering services in order to provide timely assistance on minor tasks and for grant administration.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the On-Call Letter Agreement with Jacobs.

RESOLVED this 5th day of June, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

April 12, 2023

Dana Ulmer
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Project Name: Moberly On-Call Engineering
Project Number: C5X55925

Subject: Proposal for Engineering Services Change Order #6

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with on call Professional Engineering Services. This contract will cover minor tasks not related to other contracts with the City.

SCOPE

Tasks will be as requested by the City. It is anticipated that the majority of the budget will be used for loan and grant application and administration tasks.

FEE PROPOSAL

Our proposed fee the work described herein is to add an additional not to exceed cost of \$20,000 to the original contract dated October 3, 2019, Change Order #2 dated April 15, 2020, Change Order #3 dated May 22, 2020, and change order #4 dated November 6, 2020, and Change Order #5 dated December 15, 2021. Total not to exceed cost is increased to \$52,000.

SCHEDULE

Schedule will be on a task by task basis

ADDITIONAL CONTRACTUAL HOURLY RATES

The following hourly rates are valid through the end of calendar year 2024.

Description	Rate
Project Manager	\$145.00

April 12, 2023

Subject: Proposal for Engineering Services Change Order #6

Other hourly rates will be presented to and agreed upon by the City prior to the execution of work depending on what personnel are needed to complete the task.

This work will be performed under the Professional Services Agreement dated October 5, 2020. We will endeavor to be as efficient as we can in performing the work to minimize costs. If you have any questions, please let me know. Thank you for the opportunity to continue our long standing support of the City.

Very truly yours,

Jacobs Engineering Group, Inc.



Tobin Lichti, P.E.
Project Manager

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Public Utilities
 Date: June 5, 2023

Agenda Item: A Resolution Approving A Tannehill Water Line Project Change Order and Decrease in Contract Costs

Summary: The project team identified the opportunity for this change. During work within the area of the intersection of Rollins & Tannehill, a discussion between Jacobs, Willis Bros and Moberly Utilities recognized that it would be beneficial to remove minor concrete restoration from the contract and have Moberly Utilities perform the work. This change order will decrease the Tannehill project in the total project amount from \$209,066 to 207,316, a difference (decrease) of \$1,750.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Sales Tax

Account Number: 350.000.5502

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order #2</u>

Roll Call Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffery** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NO. 2 TO THE TANNEHILL WATER LINE CONSTRUCTION CONTRACT WITH WILLIS BROTHERS, INC.

WHEREAS, on August 15, 2022, this Council authorized contracting with Willis Brothers, Inc. (“Willis”) for the Tannehill Water Line project; and

WHEREAS, heretofore a Change Order was approved for an increase in the contract price of \$9,376.00 to install additional valving and piping necessary to connect this project to the Sturgeon and Rollins project; and

WHEREAS, a second Change Order is necessary to remove certain concrete work from the contract which will result in a decrease in the contract amount of \$1,750.00; and

WHEREAS, staff recommends that the Council authorize acceptance of the attached Change Order No. 2 and to authorize the City Manager to execute said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order No. 2 and authorizes the City Manager to execute the Change Order on behalf of the City and to take such further action as may be necessary to carry out the intent of this Resolution.

RESOLVED this 5th day of June, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CHANGE ORDER NO.: 2

Owner: City of Moberly, Missouri Owner's Project No.:
 Engineer: Jacobs Engineering Group, Inc. Engineer's Project No.: C5X55937
 Contractor: Willis Bros. Inc Contractor's Project No.: MT1000
 Project: Tannehill Water Main
 Contract Name: Tannehill Water Line Construction Contract
 Date Issued: May 2, 2023 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

- 1. Eliminate Bid Item 5 – Concrete Pvmnt, Removal & Replacement from contract. Total value of bid item is \$1,750.**

Attachments:

None

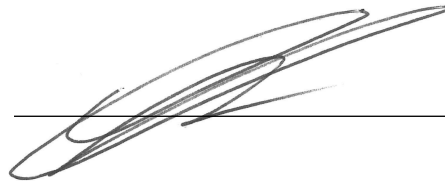
Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 199,690.00		Substantial Completion:	180 days
		Ready for final payment:	210 days
[Increase] [Decrease] from previously approved Change Order No. 1		NO CHANGE from previously approved Change Orders No.1	
\$ 9,376.00		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 209,066.00		Substantial Completion:	180 days
		Ready for final payment:	210 days
Decrease this Change Order:		NO CHANGE this Change Order:	
\$ 1,750.00		Substantial Completion:	0
		Ready for final payment:	0
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 207,316.00		Substantial Completion:	180 days
		Ready for final payment:	210 days

Recommended by Engineer

By: Tobin Lichti, Jacobs Engineering

Title: Project Manager

Date: May 2, 2023



Accepted by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

By: _____

Title: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Comm. Dev.

Date: June 5, 2023

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Infill Development With Stuart Custom Homes, LLC For 512 Roberts Street.

Summary: Please find attached the ordinance and agreement with Stuart Custom Homes, LLC for development of in fill housing on 512 Roberts Street.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH STUART CUSTOM HOMES, LLC FOR 512 ROBERTS STREET.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: The City of Moberly has adopted a policy and practice of encouraging infill development of housing on property acquired by the City.

SECTION TWO: Stuart Custom Homes, LLC (“Stuart”) has proposed developing property for infill development at 512 Roberts Street.

SECTION THREE: Stuart has negotiated an agreement with City staff to develop 512 Roberts Street for infill development as provided in the attached Cooperative Agreement for Infill Development and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day June 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and Stuart Custom Homes, LLC, a Missouri Limited Liability Company, having a business office at 846 County Road 2650, Clark, Missouri, 65243 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots numbered as 512 Roberts Street and further depicted and legally described as All of Lot Five (5) in H. M. Porter's Subdivision of Hunt, Godfrey and Porter's 2nd Addition of Moberly, Randolph County, Missouri.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

Section 2.2. Deed. The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

Section 2.3. Events of Closing.

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

ARTICLE III BREACH

Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive. In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1. No Assignment. Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

Section 4.2. Term of Agreement. This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

Section 4.3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Tony Stuart 846 County Road 2650	Clark, Missouri 65243

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

Section 4.8. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
Tony Stuart

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Tony Stuart, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

 Notary Public

My commission expires:

Seal:

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2023 by and between:

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTOR

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, parties of the first part and

STUART CUSTOM HOMES, LLC, GRANTEE

P.O. Box 116, Moberly Missouri 65270

County of Randolph, State of Missouri, party of the second part

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

All of Lot Five (5) in H. M. Porter's Subdivision of Lots One (1), Two (2), Three (3), Four (4), Five (5) and West 5 feet of Lot Six (6) in Block Eight (8) of Hunt, Godfrey and Porter's 2nd Addition to Moberly, Randolph County, Missouri, more commonly known as 512 Roberts Street.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal the day and year above written.

Mayor Tim Brubaker

ATTEST:

City Clerk Shannon Hance

STATE OF MISSOURI)
) **SS.**
COUNTY OF RANDOLPH)

On this _____ day of _____, 2023, before me, the undersigned, a notary in the said County, personally appeared **Tim Brubaker, Mayor of the CITY OF MOBERLY, MISSOURI, a Municipal Corporation**, and that the seal affixed to the foregoing instrument is the corporate seal and that said instrument was signed and sealed in behalf of said corporation by authority of its Council, and said **Tim Brubaker, Mayor** acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Notary Public

My Commission Expires: _____

City of Moberly City Council Agenda Summary

#11.

Agenda Number: _____
Department: Public Utilities
Date: June 5, 2023

Agenda Item: An Ordinance Establishing New Water And Sewer Rates

Summary: Due to rising costs of repair, replacement and maintenance of Moberly's aging infrastructure, an increase in water & sewer rates is necessary. The revenues that are currently projected are lower than what is required to meet expenses and to balance the 2024 FY Budget. At this time, staff is recommending a 3% increase for the water consumption and sewer use rates.

The current rate for water consumption is \$0.76 per 100 gallons. The proposed rate is .79 per 100 gallons. The current rate for sewer usage is \$1.127 per 100 gallons. The proposed rate is \$1.161 per 100 gallons. The rates will become effective with July's usage and show on the August bills.

Proposed Water & Sewer Rates Effective 7-1-2023					
Inside City Limits		Current	3%	New	
Water		\$ 0.76371	\$0.023	\$ 0.786255	
Sewer		\$ 1.12677	\$0.034	\$ 1.1605716	
				\$ 1.9471971	Ttl
Contiguous					
Water		\$ 2.35988	\$0.071	\$ 2.4306729	
Sewer		\$ 3.48171	\$0.104	\$ 3.5861661	
				\$ 6.0168390	Ttl
Non-Contiguous					
Water		\$ 1.57325	\$0.047	\$ 1.6204486	
Sewer		\$ 2.32114	\$0.070	\$ 2.3907774	
				\$ 4.0112260	Ttl

Recommended Action: Approve the Ordinance replacing Section Three of the existing ordinance (9708.)

Fund Name: N/A

Account Number: N/A

ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 9708 BY INCREASING WATER AND SEWER RATES.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: The rising costs of repair, replacement and maintenance of aging infrastructure have outpaced current City rates for water and sewer as provided in Ordinance 9708.

SECTION TWO: City staff have estimated that existing rates for water and sewer must be increased by three per cent (3%) as follows:

Proposed Water & Sewer Rates Effective 7-1-2023					
Inside City Limits		Current	3%	New	
Water		\$ 0.76371	\$0.023	\$ 0.7866255	
Sewer		\$ 1.12677	\$0.034	\$ 1.1605716	
				\$ 1.9471971	Ttl
Contiguous					
Water		\$ 2.35988	\$0.071	\$ 2.4306729	
Sewer		\$ 3.48171	\$0.104	\$ 3.5861661	
				\$ 6.0168390	Ttl
Non-Contiguous					
Water		\$ 1.57325	\$0.047	\$ 1.6204486	
Sewer		\$ 2.32114	\$0.070	\$ 2.3907774	
				\$ 4.0112260	Ttl

SECTION THREE: City staff recommends an across-the-board increase of three per cent (3%) for all water and sewer rates effective on the August 2023 billing statements and amending Ordinance 9708 accordingly.

SECTION FOUR: The City Council hereby accepts the recommendation of City staff to increase all water and sewer rates by three per cent (3%) as provided in Section Two herein and amending Ordinance 9708 accordingly.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day of June 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Parks and Recreation

Date: June 5, 2023

Agenda Item: An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.

Summary: For a few years, the City has attempted to reach out to locate and reach out to the owners of this property directly, through a realtor, and through Lauber Municipal Law without success.

The City is attempting to now acquire the property via eminent domain. Approval of the attached ordinance initiates that process.

Recommended

Action: Approve the Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE CITY MANAGER TO ACQUIRE CERTAIN PROPERTY BY PURCHASE OR CONDEMNATION.

WHEREAS, The City of Moberly has need to expand the golf course; and

WHEREAS, Such expansion of the golf course requires the City to acquire certain private land; and

WHEREAS, Section 88.497 of the Revised Statutes of the State of Missouri authorizes the City of Moberly to acquire property for parks and other lawful purposes by the use of eminent domain.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS:

SECTION ONE: The Council does hereby find, determine, and declare it a public necessity to acquire a certain property described as:

Starting at a point on the Southerly right of way of U.S. Highway Route 24 where intersected by the line between the East and West halves of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, thence North 79 degrees 0 minutes West along said right of way line 105 feet, thence South 185.5 feet, thence South 79 degrees 0 minutes East 105 feet, thence North 185.5 feet to Point of Beginning, said tract being situated in the Northwest Quarter of the Southwest Quarter of Section 33, Township 54 North, Range 14 West in Randolph County, Missouri, except that part conveyed in Quit Claim Deed recorded December 31, 2009, in Book 728 at page 460. Coal underlying said land is excepted.

ALSO, a tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Commencing at the Southwest corner of said Section 33, thence South 88 degrees 16 minutes East a distance of 1318.86 feet to the Quarter Section line, thence North 01 degree 03 minutes East a distance of 2132.78 feet, thence North 74 degrees 04 minutes West a distance of 105.00 feet, thence North 01 degree 03 minutes East a distance of 25.82 feet to the Point of Beginning of the description herein, TO-Wit: Thence North 74 degrees 08 minutes West a distance of 10.74 feet, thence North 00 degrees 55 minutes East a distance of 184.30 feet to the South right of way line of Highway JJ, thence along said Highway, South 74 degrees 04 minutes East a distance of 11.17 feet, thence South 01 degree 03 minutes West a distance of 184.18 feet to the Point of Beginning. Coal underlying said land is excepted.

SECTION TWO: The City Council does hereby authorize the City Manager to acquire said parcel by purchase or condemnation, including the authorization to file a petition for condemnation and to pursue such condemnation. In the event of condemnation, the price to be paid shall be as set forth by the Court.

SECTION THREE: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 5th day June 2023.

Roll Call Vote:

Ayes: _____

Nays: _____

APPROVED BY THE MAYOR THIS 5TH DAY OF JUNE 2023.

ATTEST:

Tim Brubaker, Mayor

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#13.

Department: City Clerk

Date: June 5, 2023

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN MAY 12, 2023 AND JUNE 1, 2023 IN THE AMOUNT OF \$1,273,408.50.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	106,529.64
Non-Resident Lodging Tax Fund	\$	7,100.00
Payroll Fund	\$	46,719.19
Solid Waste Fund	\$	75,298.45
Heritage Hills Golf Course Fund	\$	20,742.05
Parks and Recreation Fund	\$	155,062.85
Airport Fund	\$	35,749.54
Veteran Memorial Flag Project Fund	\$	241.23
Utilities Operating & Maintenance Fund	\$	203,119.63
Capital Improvement Trust Fund	\$	17,131.05
Route JJ Sewer Extension Fund	\$	1,846.00
2021 EDA Grant Projects Fund	\$	538,616.79
Emergency Telephone Fund	\$	10,162.37
Transportation Trust Fund	\$	19,375.90
Street Improvement Fund	\$	9,987.30
Downtown CID Property Tax Fund	\$	21,078.50
Health Trust Fund	\$	4,648.01
Total:	\$	1,273,408.50

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

RESOLVED the 5th day of June 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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

City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93270	05/22/2023	10138	CUNNINGHAM VOGEL & ROST PC	4,319.59- V
93339	05/18/2023	10000	2RY ENTERPRISE LLC	1,102.50
93340	05/18/2023	10012	AARONS TINTING SERVICES	1,270.00
93341	05/18/2023	10013	ABAN PEST CONTROL INC	215.00
93342	05/18/2023	10015	ADVANCED TURF SOLUTIONS	568.50
93343	05/18/2023	10018	AFLAC GROUP INSURANCE	1,138.61
93344	05/18/2023	10026	ALTORFER INC	5.64
93345	05/18/2023	10027	AMAZON CAPITAL SERVICES	305.38
93346	05/18/2023	10041	ARTS APPLIANCE & FURNITURE INC	3,140.00
93347	05/18/2023	10044	AT&T 5001	1,259.59
93348	05/18/2023	10044	AT&T 5001	4,066.68
93349	05/18/2023	10045	AT&T 5011	1,968.00
93350	05/18/2023	10052	AVIATION FUEL PRODUCTS	1,390.90
93351	05/18/2023	10064	BARR ENGINEERING COMPANY	3,106.50
93352	05/18/2023	10066	BARTLETT & WEST	12,923.57
93353	05/18/2023	94468	BOTKINS TRUCKING LLC	798.84
93354	05/18/2023	10088	BRENNTAG MID SOUTH INC	2,202.90
93355	05/18/2023	10694	CHUCK CARTER & ROBYN CARTER	4,250.00
93356	05/18/2023	10121	COE EQUIPMENT	2,059.11
93357	05/18/2023	95101	CRANE, BRIAN	123.20
93358	05/18/2023	10141	DA-COM COLUMBIA LLC	215.79
93359	05/18/2023	10155	DMC CONCRETE CONSTRUCTION	2,656.00
93360	05/18/2023	10176	FASTENAL COMPANY	365.34
93361	05/18/2023	10197	GALLS LLC	381.16
93362	05/18/2023	96117	HANCE, SHANNON	80.86
93363	05/18/2023	10223	HAWKINS INC	12,580.79
93364	05/18/2023	10238	HOWE COMPANY LLC	4,754.38
93365	05/18/2023	10601	JACKSON BROTHERS OF THE NORTH	103.25
93366	05/18/2023	10254	JACOBS ENGINEERING GROUP INC	25,632.85
93367	05/18/2023	10267	KOHL WHOLESALE	3,595.46
93368	05/18/2023	10269	L & J DEVELOPMENT INC	57,328.08
93369	05/18/2023	10272	LATSON, DOROTHY	14.88
93370	05/18/2023	10692	LUTE CUSTOM FENCING	16,125.05
93371	05/18/2023	10316	MFA OIL COMPANY	5,182.46
93372	05/18/2023	10317	MFA PROPANE	1,133.33
93373	05/18/2023	10322	MIDWEST ENVIR CONSULTANTS INC	368.00
93374	05/18/2023	97567	MISSOURI DEPARTMENT OF NATURAL	600.00
93375	05/18/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
93376	05/18/2023	10370	MOTOROLA	1,162.78
93377	05/18/2023	97807	NARTEC INC	881.00
93378	05/18/2023	10375	NEMO ELECTRIC CO INC	5,615.85
93379	05/18/2023	10397	PERSONNEL EVALUATION INC	25.00
93380	05/18/2023	10398	PEST PRO SOLUTIONS INC	100.00
93381	05/18/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	872.30
93382	05/18/2023	98199	PRECISION CONCRETE CUTTING MID	12,157.00
93383	05/18/2023	98317	RANDOLPH COUNTY CIRCUIT CLERK	187.00
93384	05/18/2023	10440	ROTARY CLUB OF MOBERLY	175.00
93385	05/18/2023	10459	SCHULTE SUPPLY INC	2,929.60
93386	05/18/2023	10485	STAPLES	449.33
93387	05/18/2023	10492	SURVEYING & MAPPING LLC	525.00
93388	05/18/2023	10693	TOPCON SOLUTIONS INC	49.75
93389	05/18/2023	10519	UNIFIRST CORPORATION	115.48
93390	05/18/2023	10529	USA BLUE BOOK	381.54

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93391	05/18/2023	10556	WESTLAKE HARDWARE	2,246.89
93392	05/18/2023	10560	WIEDEMAN DOZING LLC	6,800.00
93393	05/18/2023	10566	WILLIS, MARK	11,600.00
93394	05/18/2023	10569	WIRELESS USA	483.04
93395	05/18/2023	10579	ZERO9 SOLUTIONS	43.45
93426	05/25/2023	10022	ALBERTS SHOE REPAIR	192.00
93427	05/25/2023	10027	AMAZON CAPITAL SERVICES	686.36
93428	05/25/2023	10038	ARMOR EQUIPMENT	358.95
93429	05/25/2023	10046	ATCO INTERNATIONAL	169.00
93430	05/25/2023	10064	BARR ENGINEERING COMPANY	1,951.50
93431	05/25/2023	10066	BARTLETT & WEST	46,971.00
93432	05/25/2023	10659	BLEIGH CONSTRUCTION COMPANY	14,166.87
93433	05/25/2023	10695	BLUE CARDINAL CHEMICAL LLC	593.48
93434	05/25/2023	10095	BUTLER SUPPLY INC	1.68
93435	05/25/2023	10104	CASHION FIRE EQUIPMENT LLC	72.77
93436	05/25/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
93437	05/25/2023	10106	CDW GOVERNMENT INC	106.14
93438	05/25/2023	94990	COMPLETE FAMILY MEDICINE	140.00
93439	05/25/2023	10127	CORE & MAIN LP	2,003.26
93440	05/25/2023	10134	CROWN POWER & EQUIPMENT	968.19
93441	05/25/2023	10138	CUNNINGHAM VOGEL & ROST PC	4,443.59
93442	05/25/2023	10696	DEVRIES ROOFING LLC	7,824.00
93443	05/25/2023	95341	DILLE CRANE SERVICE	700.00
93444	05/25/2023	10155	DMC CONCRETE CONSTRUCTION	13,567.00
93445	05/25/2023	10161	ED ROEHR SAFETY PRODUCTS INC	2,206.24
93446	05/25/2023	10176	FASTENAL COMPANY	487.00
93447	05/25/2023	10186	FOUR ACRES NURSERY INC	350.00
93448	05/25/2023	10194	FUSION TECHNOLOGY LLC	1,951.52
93449	05/25/2023	10200	GATEHOUSE MEDIA MISSOURI HOLDING INC	45.50
93450	05/25/2023	96423	HUDDLESTON, JACOB	11.99
93451	05/25/2023	10601	JACKSON BROTHERS OF THE NORTH	291.75
93452	05/25/2023	10259	JOHN DEERE FINANCIAL	1,971.06
93453	05/25/2023	10275	LEON UNIFORM COMPANY	346.00
93454	05/25/2023	10290	MACQUEEN EMERGENCY GROUP	370.11
93455	05/25/2023	10294	MARTECK	220.00
93456	05/25/2023	10325	MISSION COMMUNICATIONS LLC	1,030.80
93457	05/25/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	735.00
93458	05/25/2023	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	5,978.19
93459	05/25/2023	10395	PEPSI-COLA	2,262.15
93460	05/25/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	122.78
93461	05/25/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,255.00
93462	05/25/2023	98317	RANDOLPH COUNTY CIRCUIT CLERK	11,478.00
93463	05/25/2023	10697	RECEIVABLES CONTROL CORPORATION	859.03
93464	05/25/2023	10459	SCHULTE SUPPLY INC	3,713.27
93465	05/25/2023	10469	SHERWOODS SIGNS LLC	305.00
93466	05/25/2023	10485	STAPLES	381.10
93467	05/25/2023	10698	SWARTZ, JERRY & RENEE	5,000.00
93468	05/25/2023	10495	SYDENSTRICKER NOBBE PARTNERS	160.16
93469	05/25/2023	99350	THE SPAY NEUTER PROJECT	95.00
93470	05/25/2023	10519	UNIFIRST CORPORATION	162.98
93471	05/25/2023	10527	US CELLULAR	418.64
93472	05/25/2023	10680	VEOLIA WATER TECHNOLOGIES	9,023.57
93473	05/25/2023	99809	WIEDEMAN, DAVID	1,950.00
93474	05/25/2023	10565	WILLIS BROS INC	258,474.90
93475	05/25/2023	10569	WIRELESS USA	557.35
93476	05/25/2023	10573	WOOGEDY LLC	679.96
93477	05/25/2023	10580	ZURCHER TIRE INC	476.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93513	06/01/2023	10019	AGEE, CARL W	6,900.00
93514	06/01/2023	10027	AMAZON CAPITAL SERVICES	114.69
93515	06/01/2023	10028	AMEREN MISSOURI	50.71
93516	06/01/2023	10028	AMEREN MISSOURI	32.02
93517	06/01/2023	10040	ARROW ENERGY INC	24,945.06
93518	06/01/2023	10044	AT&T 5001	1,694.62
93519	06/01/2023	10044	AT&T 5001	10.70
93520	06/01/2023	94158	ATLANTIC SAFETY PRODUCTS	1,306.80
93521	06/01/2023	10699	BLANKENSHIP, RYAN	1,200.00
93522	06/01/2023	10080	BOB'S TIRE LLC	83.00
93523	06/01/2023	94448	BOONE, ANTHONY G.	1,765.02
93524	06/01/2023	94468	BOTKINS TRUCKING LLC	321.58
93525	06/01/2023	10087	BRENDLINGER ENTERPRISES INC	299.00
93526	06/01/2023	10095	BUTLER SUPPLY INC	2,157.06
93527	06/01/2023	10098	CAPITAL ONE	768.86
93528	06/01/2023	10111	CHAPPYS LLC	625.00
93529	06/01/2023	10119	CLEAVINGER, HADLEY	120.00
93530	06/01/2023	10121	COE EQUIPMENT	832.70
93531	06/01/2023	10127	CORE & MAIN LP	441.84
93532	06/01/2023	10134	CROWN POWER & EQUIPMENT	95.23
93533	06/01/2023	95406	DOUGLAS, CATHERINE PAIGE	400.00
93534	06/01/2023	10160	ED M FELD EQUIPMENT	13,020.00
93535	06/01/2023	10702	ENGEL, JACKSON	245.00
93536	06/01/2023	95593	ESRY, DANIEL	220.00
93537	06/01/2023	10176	FASTENAL COMPANY	282.69
93538	06/01/2023	10179	FEHLING SMALL ENGINE LLC	115.06
93539	06/01/2023	10703	FLETCHER, CARSON	250.00
93540	06/01/2023	10186	FOUR ACRES NURSERY INC	70.00
93541	06/01/2023	10195	FUSSELMAN SALVAGE CO	30.00
93542	06/01/2023	10197	GALLS LLC	197.98
93543	06/01/2023	10223	HAWKINS INC	2,924.00
93544	06/01/2023	10233	HILL FARMS EXCAVATION LLC	700.00
93545	06/01/2023	10249	INOVATIA LABORATORIES LLC	289.20
93546	06/01/2023	10263	KINDER MACHINE TOOL	774.06
93547	06/01/2023	10268	KRONER, HALLIE	225.00
93548	06/01/2023	10270	LAND/CHARITON COUNTY CONCRETE	2,351.25
93549	06/01/2023	97258	MARTIN, TAYLOR	252.00
93550	06/01/2023	10704	MARTIN, WILLIAM	80.00
93551	06/01/2023	10302	MATTOX ADVERTISING CO	604.95
93552	06/01/2023	10339	MISSOURI PARK AND RECREATION ASOCIATION	1,662.00
93553	06/01/2023	97605	MITCHELL, COLBY	252.00
93554	06/01/2023	97610	MITCHELL, TRAVIS	225.00
93555	06/01/2023	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	3,790.25
93556	06/01/2023	10372	MUTTER FARMS LLC	4,662.16
93557	06/01/2023	10389	PALMATORY'S	205.96
93558	06/01/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	88.42
93559	06/01/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,518.50
93560	06/01/2023	10424	RANDOLPH COUNTY RECORDER	60.00
93561	06/01/2023	10425	RANDOLPH COUNTY SHELTERED INDUSTRIES	394.00
93562	06/01/2023	10419	RANDOLPH COUNTY SURVEYING	500.00
93563	06/01/2023	10446	SAFETY-KLEEN CORPORATION	115.25
93564	06/01/2023	10447	SAMS CLUB	2,289.66
93565	06/01/2023	10459	SCHULTE SUPPLY INC	59,979.00
93566	06/01/2023	10705	SCOTT, KATELYN	75.00
93567	06/01/2023	98946	SMITH, CASSANDRA	300.00
93568	06/01/2023	10485	STAPLES	611.86
93569	06/01/2023	10493	SWALLOW TROPHY & ENGRAVING	40.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount	
93570	06/01/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	80.41	
93571	06/01/2023	10607	T-MOBILE	1,544.77	
93572	06/01/2023	10700	TRAFFIC LOGIX CORPORATION	1,000.00	
93573	06/01/2023	10515	TYDANCO INC	710.14	
93574	06/01/2023	10520	UNITED FIRST AID & SAFETY LLC	818.76	
93575	06/01/2023	99536	UNIVERSITY OF MISSOURI COLUMBI	250.00	
93576	06/01/2023	10529	USA BLUE BOOK	3,118.13	
93577	06/01/2023	10533	VALIC	1,065.00	
93578	06/01/2023	10701	WHEELAN, SIDNEY	10,000.00	
93579	06/01/2023	10560	WIEDEMAN DOZING LLC	3,000.00	
93580	06/01/2023	99809	WIEDEMAN, DAVID	5,686.50	
93581	06/01/2023	10565	WILLIS BROS INC	275,101.39	
93582	06/01/2023	10573	WOOGEDY LLC	4,739.95	
93583	06/01/2023	10578	ZAMKUS AND ASSOCIATES LLC	1,000.00	
20230522	05/24/2023	10028	AMEREN MISSOURI	40,195.07	M
202302290	05/18/2023	10169	ENTERPRISE FLEET MANAGEMENT TRUST	10,843.10	
202302291	05/18/2023	10559	WEX BANK	12,375.14	
202302292	05/25/2023	10546	WASTE MANAGEMENT SOLUTIONS	70,356.38	
202302293	06/01/2023	10336	MISSOURI LAGERS	44,515.58	
202302294	06/01/2023	10546	WASTE MANAGEMENT SOLUTIONS	5,453.47	
202305171	05/17/2023	10100	CAPITAL RX INC	4,648.01	M
Grand Totals:				1,273,408.50	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	1,787.57	.00	1,787.57
100.000.1601	1,717.92	.00	1,717.92
100.000.2000	7,278.44	113,808.08-	106,529.64-
100.000.2300	1,188.60	.00	1,188.60
100.000.2305	95.00	.00	95.00
100.001.5200	10.27	.00	10.27
100.001.5211	35.97	.00	35.97
100.001.5403	115.63	.00	115.63
100.002.5211	35.97	.00	35.97
100.002.5807	80.86	.00	80.86
100.003.5200	51.14	.00	51.14
100.003.5205	41.16	4.28-	36.88
100.003.5211	35.97	.00	35.97
100.003.5404	45.00	.00	45.00
100.003.5406	1,000.00	.00	1,000.00
100.003.5807	253.20	.00	253.20
100.004.5700	4,443.59	4,319.59-	124.00
100.005.5200	64.00	.00	64.00
100.005.5211	143.88	.00	143.88
100.005.5406	150.00	.00	150.00
100.005.5418	30,911.23	.00	30,911.23
100.006.5211	35.97	.00	35.97
100.006.5218	13.78	.00	13.78
100.007.5107	341.26	.00	341.26
100.007.5200	1,137.39	.00	1,137.39
100.007.5201	46.04	.00	46.04
100.007.5202	334.74	.00	334.74

GL Account	Debit	Credit	Proof
100.007.5205	2,956.08	4.29-	2,951.79
100.007.5206	424.00	.00	424.00
100.007.5208	25.00	.00	25.00
100.007.5209	525.56	.00	525.56
100.007.5211	143.88	.00	143.88
100.007.5217	81.28	.00	81.28
100.007.5300	3,639.59	.00	3,639.59
100.007.5307	602.85	.00	602.85
100.007.5308	2,212.22	.00	2,212.22
100.007.5403	392.75	.00	392.75
100.007.5406	35.00	.00	35.00
100.007.5503	215.79	.00	215.79
100.008.5107	474.78	.00	474.78
100.008.5200	19.45	.00	19.45
100.008.5201	144.97	.00	144.97
100.008.5203	59.69	.00	59.69
100.008.5205	1,458.70	4.28-	1,454.42
100.008.5209	590.38	.00	590.38
100.008.5211	94.95	.00	94.95
100.008.5300	3,197.16	.00	3,197.16
100.008.5307	437.54	.00	437.54
100.008.5308	1,270.00	.00	1,270.00
100.008.5309	408.39	.00	408.39
100.008.5311	852.15	.00	852.15
100.008.5402	250.00	.00	250.00
100.008.5403	344.98	.00	344.98
100.008.5406	50.00	.00	50.00
100.008.5502	13,020.00	.00	13,020.00
100.008.5507	799.55	.00	799.55
100.008.5813	51.48	.00	51.48
100.009.5200	860.09	.00	860.09
100.009.5205	3,129.67	4.29-	3,125.38
100.009.5206	860.27	.00	860.27
100.009.5211	179.85	.00	179.85
100.009.5217	75.81	.00	75.81
100.009.5300	74.75	.00	74.75
100.009.5309	2,480.92	.00	2,480.92
100.009.5310	519.11	.00	519.11
100.009.5311	157.90	.00	157.90
100.009.5406	402.50	.00	402.50
100.009.5813	80.09	.00	80.09
100.010.5200	41.90	.00	41.90
100.010.5205	798.01	.00	798.01
100.010.5209	322.59	.00	322.59
100.010.5211	35.97	.00	35.97
100.010.5305	213.96	64.99-	148.97
100.010.5311	35.94	.00	35.94
100.010.5406	367.50	.00	367.50
100.010.5813	51.60	.00	51.60
100.011.5200	59.68	.00	59.68
100.011.5204	284.30	.00	284.30
100.011.5406	2,323.70	.00	2,323.70
100.011.5507	783.19	.00	783.19
100.012.5209	53.20	.00	53.20
100.012.5211	35.97	.00	35.97
100.012.5502	700.00	.00	700.00
100.013.5205	288.20	4.28-	283.92

GL Account	Debit	Credit	Proof
100.013.5209	210.10	.00	210.10
100.013.5210	13,613.90	.00	13,613.90
100.013.5403	1,236.57	.00	1,236.57
100.013.5406	3,565.78	.00	3,565.78
100.013.5808	50.82	.00	50.82
100.013.5813	235.32	2,872.44-	2,637.12-
100.014.5200	8.97	.00	8.97
100.014.5204	297.59	.00	297.59
100.018.5300	80.00	.00	80.00
100.019.5209	14.45	.00	14.45
100.020.5204	47.50	.00	47.50
100.020.5209	161.10	.00	161.10
100.020.5406	175.00	.00	175.00
102.000.2000	.00	7,100.00-	7,100.00-
102.000.5406	7,100.00	.00	7,100.00
105.000.2000	.00	46,719.19-	46,719.19-
105.000.2603	2,203.61	.00	2,203.61
105.000.5102	44,515.58	.00	44,515.58
110.000.2000	.00	75,298.45-	75,298.45-
110.000.2202	75,265.10	.00	75,265.10
110.033.5209	33.35	.00	33.35
114.000.2000	.00	20,742.05-	20,742.05-
114.000.5200	604.95	.00	604.95
114.000.5311	88.42	.00	88.42
114.000.5502	20,048.68	.00	20,048.68
115.000.2000	2,899.96	157,962.81-	155,062.85-
115.000.2200	57,328.08	.00	57,328.08
115.040.5200	70.40	.00	70.40
115.040.5204	350.87	.00	350.87
115.040.5206	72.20	.00	72.20
115.040.5209	922.35	.00	922.35
115.040.5211	35.97	.00	35.97
115.041.5200	403.83	.00	403.83
115.041.5204	160.11	.00	160.11
115.041.5205	1,778.08	4.28-	1,773.80
115.041.5206	387.55	.00	387.55
115.041.5209	1,464.99	.00	1,464.99
115.041.5211	71.94	.00	71.94
115.041.5300	105.10	.00	105.10
115.041.5305	273.54	.00	273.54
115.041.5311	1,604.18	.00	1,604.18
115.041.5403	510.00	.00	510.00
115.041.5406	200.00	.00	200.00
115.041.5502	46,971.00	.00	46,971.00
115.041.5507	1,881.15	.00	1,881.15
115.041.5813	401.72	2,872.44-	2,470.72-
115.042.5200	123.11	.00	123.11
115.042.5204	49.12	.00	49.12
115.042.5206	761.50	.00	761.50
115.042.5207	1,863.61	.00	1,863.61
115.042.5209	234.59	.00	234.59
115.042.5311	749.28	.00	749.28
115.042.5403	255.00	.00	255.00
115.042.5406	100.00	.00	100.00
115.043.5214	361.63	.00	361.63
115.043.5406	1,725.00	.00	1,725.00
115.044.5200	261.96	.00	261.96

GL Account	Debit	Credit	Proof
115.044.5201	105.43	.00	105.43
115.044.5202	364.00	.00	364.00
115.044.5206	538.20	.00	538.20
115.044.5209	161.09	.00	161.09
115.044.5211	71.94	.00	71.94
115.044.5311	3.97	.00	3.97
115.044.5406	140.00	.00	140.00
115.044.5416	1,662.00	.00	1,662.00
115.044.5507	563.22	.00	563.22
115.045.5200	109.47	.00	109.47
115.045.5204	58.94	.00	58.94
115.045.5206	423.80	.00	423.80
115.045.5215	7,839.48	18.96-	7,820.52
115.048.5200	410.39	.00	410.39
115.048.5205	1,260.72	4.28-	1,256.44
115.048.5206	175.20	.00	175.20
115.048.5207	568.50	.00	568.50
115.048.5209	589.38	.00	589.38
115.048.5211	35.97	.00	35.97
115.048.5214	2,197.50	.00	2,197.50
115.048.5302	685.24	.00	685.24
115.048.5305	953.00	.00	953.00
115.048.5311	448.32	.00	448.32
115.048.5403	199.99	.00	199.99
115.048.5406	2,256.50	.00	2,256.50
115.048.5502	14,166.87	.00	14,166.87
115.048.5507	495.83	.00	495.83
120.000.2000	.00	35,749.54-	35,749.54-
120.000.5204	50.26	.00	50.26
120.000.5205	24,945.06	.00	24,945.06
120.000.5209	1,039.31	.00	1,039.31
120.000.5211	35.97	.00	35.97
120.000.5300	7,824.00	.00	7,824.00
120.000.5406	368.00	.00	368.00
120.000.5812	1,390.90	.00	1,390.90
120.000.5813	96.04	.00	96.04
140.000.2000	.00	241.23-	241.23-
140.000.5200	241.23	.00	241.23
301.000.2000	258.61	203,378.24-	203,119.63-
301.110.5200	181.84	.00	181.84
301.110.5201	22.68	.00	22.68
301.110.5205	65.37	4.29-	61.08
301.110.5211	127.88	.00	127.88
301.110.5403	1,765.02	.00	1,765.02
301.110.5507	325.43	.00	325.43
301.110.5700	15,851.50	.00	15,851.50
301.110.5806	394.00	.00	394.00
301.112.5200	262.09	.00	262.09
301.112.5201	80.49	.00	80.49
301.112.5204	35.09	.00	35.09
301.112.5205	2,226.56	4.29-	2,222.27
301.112.5206	376.63	.00	376.63
301.112.5209	230.82	99.98-	130.84
301.112.5211	219.10	.00	219.10
301.112.5213	63,852.26	.00	63,852.26
301.112.5217	825.36	.00	825.36
301.112.5309	328.99	.00	328.99

GL Account	Debit	Credit	Proof
301.112.5310	3,969.04	.00	3,969.04
301.112.5311	194.14	.00	194.14
301.112.5312	2,929.60	.00	2,929.60
301.112.5313	3,285.28	137.18-	3,148.10
301.112.5314	13,656.86	.00	13,656.86
301.112.5402	600.00	.00	600.00
301.112.5413	500.00	.00	500.00
301.112.5507	2,947.69	.00	2,947.69
301.112.5806	375.00	.00	375.00
301.113.5200	169.00	.00	169.00
301.113.5204	123.52	.00	123.52
301.113.5205	471.68	4.29-	467.39
301.113.5206	952.86	.00	952.86
301.113.5207	9,271.40	.00	9,271.40
301.113.5209	4,842.15	.00	4,842.15
301.113.5211	44.47	.00	44.47
301.113.5216	3,499.67	.00	3,499.67
301.113.5300	129.15	.00	129.15
301.113.5311	10,298.89	.00	10,298.89
301.113.5316	90.31	.00	90.31
301.113.5406	1,030.80	.00	1,030.80
301.113.5502	1,784.30	.00	1,784.30
301.113.5507	883.06	.00	883.06
301.113.5813	7.29	.00	7.29
301.114.5200	222.51	.00	222.51
301.114.5201	9.99	.00	9.99
301.114.5205	380.13	4.29-	375.84
301.114.5206	239.97	.00	239.97
301.114.5209	17,217.57	.00	17,217.57
301.114.5211	146.16	.00	146.16
301.114.5217	594.00	.00	594.00
301.114.5300	74.75	.00	74.75
301.114.5303	9,023.57	.00	9,023.57
301.114.5304	2,792.68	.00	2,792.68
301.114.5406	35.00	.00	35.00
301.114.5417	289.20	.00	289.20
301.114.5502	16,125.05	.00	16,125.05
301.114.5507	800.54	.00	800.54
301.114.5806	24.99	.00	24.99
301.115.5200	9.99	.00	9.99
301.115.5205	127.25	4.29-	122.96
301.115.5209	81.63	.00	81.63
301.115.5211	35.97	.00	35.97
301.115.5217	2.99	.00	2.99
301.115.5406	3,106.50	.00	3,106.50
301.115.5502	1,951.50	.00	1,951.50
301.115.5806	859.03	.00	859.03
304.000.2000	.00	17,131.05-	17,131.05-
304.000.5408	17,131.05	.00	17,131.05
314.000.2000	.00	1,846.00-	1,846.00-
314.000.5506	123.50	.00	123.50
314.186.5408	775.13	.00	775.13
314.187.5408	516.75	.00	516.75
314.188.5408	430.62	.00	430.62
350.000.2000	.00	538,616.79-	538,616.79-
350.180.5408	535,396.29	.00	535,396.29
350.181.5408	351.25	.00	351.25

GL Account	Debit	Credit	Proof
350.182.5408	1,569.25	.00	1,569.25
350.183.5408	1,300.00	.00	1,300.00
400.000.2000	.00	10,162.37-	10,162.37-
400.000.5211	8,999.59	.00	8,999.59
400.000.5403	1,162.78	.00	1,162.78
600.000.2000	.00	19,375.90-	19,375.90-
600.000.5406	6,078.50	.00	6,078.50
600.000.5409	12,923.57	.00	12,923.57
600.143.5502	373.83	.00	373.83
601.000.2000	.00	9,987.30-	9,987.30-
601.000.5302	7,623.86	.00	7,623.86
601.000.5406	1,000.00	.00	1,000.00
601.000.5507	1,363.44	.00	1,363.44
912.000.2000	.00	21,078.50-	21,078.50-
912.000.5406	6,078.50	.00	6,078.50
912.000.5419	15,000.00	.00	15,000.00
995.000.2000	.00	4,648.01-	4,648.01-
995.000.5851	4,648.01	.00	4,648.01
Grand Totals:	1,294,282.52	1,294,282.52-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#14.

Department: City Clerk

Date: June 5, 2023

Agenda Item: Consideration For Approval Of Renewal Liquor Applications.

- Summary:**
- **B&B Theatres Moberly Five & Drive**, 3000 N Morley St, Moberly, MO 65270, submitted by Robert Bagby.
 - **Bratchers Fuel**, 221 S Morley St, Moberly, MO 65270, submitted by James Bratcher.
 - **Bratchers Market**, 301 S Morley St, Moberly, MO 65270, submitted by James Bratcher.
 - **Break Time #3071**, 1210 Hwy 24 E, Moberly, MO 65270, submitted by Jennifer Bach.
 - **Break Time #3163**, 1751 Urbandale Dr East, Moberly, MO 65270, submitted by Jennifer Bach.
 - **Coates Street Corner Grill**, 320 W Coates St, Moberly, MO 65270, submitted by Brande M. Blackwell.
 - **D'Abolengo LLC**, 2002 Silva Ln, Moberly, MO 65270, submitted by April Elaine O'Haver.
 - **Dollar General #1811**, 2200 E Outer Road, Suite A, Moberly, MO 65270, submitted by Robbin Griffith.
 - **Dollar General #1230**, 643 N Morley St, Moberly, MO 65270, submitted by Robbin Griffith.
 - **Dollar General #24671**, 1735 S Morley St, Moberly, MO 65270, submitted by Robbin Griffith.
 - **El Vaquero**, 721 N Morley St, Moberly, MO 65270, submitted by Maximo Perez.
 - **Felicia's Restaurant & Entertainment, LLC**, 1461 Hwy JJ, Moberly, MO 65270, submitted by Felicia Buckner.
 - **FL59 "Fast Lane"**, 600 E Hwy 24, Moberly, MO 65270, submitted by Mark T. Baker.
 - **Fraternal Order of Eagles #2669**, 1408 N Morley St, Moberly, MO 65270, submitted by Bennie Skaggs.
 - **Get It N Go Express**, 601 S Morley St, Moberly, MO 65270, submitted by Jessica Wamsley.
 - **Get It N Go Express South**, 1730 S Morley St, Moberly, MO 65270, submitted by Jessica Wamsley.
 - **Mallard's Pub and Pool (Twisted Llama LLC)**, 407-D E Urbandale Dr, Moberly, MO 65270, submitted by Jana Longbine.
 - **Moberly Mart**, 1400 N Morley St, Moberly, MO 65270, submitted by Dinesh Kumar Patel.
 - **Moberly Store LLC (7th Heaven)**, 300 W Rollins St, Moberly, MO 65270, submitted by Muazam Shafiq.
 - **MO Axe Company**, 535 W Reed St, Moberly, MO 65270, submitted by Brande M. Blackwell.
 - **Pizza Works**, 319 N Morley St, Moberly, MO 65270, submitted by Kenneth Castagno.

- **VFW Post 2654**, 1347 S Morley St, Moberly, MO 65270, submitted by Chris Wertz.
- **Walgreens #10377**, 1711 N Morley St, Moberly, MO 65270, submitted by Robbin Griffith.
- **Wal-Mart Supercenter #40**, 1301 Hwy 24 East, Moberly, MO 65270, submitted by James P. Emanuel Jr.
- **XPress Liquor & Smoke**, 402 S Morley St, Moberly, MO 65270, submitted by Hari Poudel.

Recommended

Action: Please approve these applications.

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