

A G E N D A
WORK SESSION MEETING
City of Moberly
May 15, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

1. A Discussion Regarding A Tannehill Water Line Project Change Order and Decrease in Contract Costs.
2. A Request From Stuart Custom Homes, LLC For City Properties To Build In-Fill Housing.
3. A Discussion Regarding An Ordinance Establishing New Water And Sewer Rates.
4. 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.
5. A Request From YMCA To Hold A Glow Run 5K on June 16, 2023.
6. A Discussion Regarding Acceptance Of A Change In The Contract Amount From L&J Development, Inc. For Utility Payment Kiosk Installation.
7. A Discussion Regarding A Sturgeon & Rollins Water Line Project Change Order And Increase In Contract Costs.
8. Police Department Grant Application FY 2023 Homeland Security Program Region B.
9. An Ordinance Of The City Of Moberly, Missouri, Authorizing The City Manager To Acquire Certain Property By Purchase Or Condemnation.

City of Moberly City Council Agenda Summary

Agenda Number: WS #1.

Department: Public Utilities

Date: May 15, 2023

Agenda Item: A Discussion Regarding 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: Direct staff to develop a resolution for approval at the next regular council meeting.

Fund Name: Capital Improvement Sales Tax

Account Number: 350.000.5502

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Lucas	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Jeffery	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order #2</u>		Passed	Failed

Accepted by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

By: _____

Title: _____

Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____

WS #2.

Department: Comm. Dev.

Date: May 15, 2023

Agenda Item: A Request from Stuart Custom Homes, LLC for City Properties to Build In-Fill Housing.

Summary: Please find attached the 2 agreements with Stuart Custom Homes, LLC for development of in fill housing on 2 properties.

Recommended Action: Please bring this forward to the June 5, 2023 regular City Council meeting for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

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 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 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:

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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.
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Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots numbered as 936 Franklin Street and further depicted and legally described as Begin At A point 10' W of NW Corner of Lot Six (6), Block One (1), Robertson's Addition, TH W 90' to E line of the Alley. TH S 176'. TH 10', TH W 10', TH N To > Tracts 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.

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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.

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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, MRRC, 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:

City of Moberly City Council Agenda Summary

Agenda Number: WS #3.

Department: Public Utilities

Date: May 15, 2023

Agenda Item: A Discussion Regarding 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	\$ 0.7866255	
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

Recommended Action: Direct staff to create a new ordinance replacing Section Three of the existing ordinance (9708) and present for approval at the next regularly scheduled council meeting.

Fund Name: N/A

Account Number: N/A

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

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #4.

Department: Public Utilities

Date: May 15, 2023

Agenda Item: 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.

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: Direct staff to develop a resolution for approval at the next regular council meeting.

Fund Name: Capital Improvement Trust

Account Number: 304.000.5408

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

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

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United States
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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: _____
Department: Police
Date: May 15, 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 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	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Jeffrey	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Lucas	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		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: Glow 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

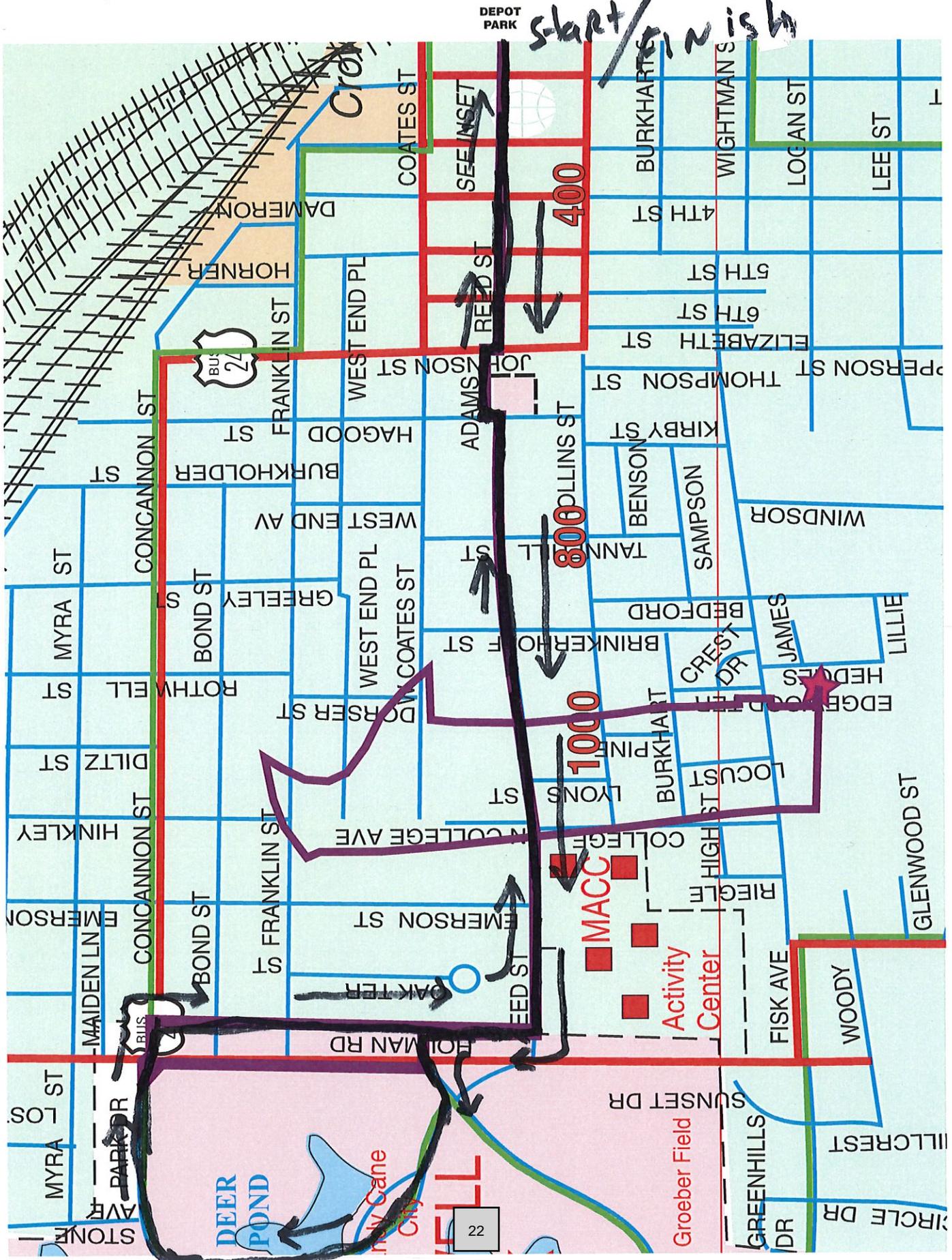
Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ 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

WS #5.

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: _____ WS #6.

Department: Public Utilities

Date: May 15, 2023

Agenda Item: A Discussion Regarding Acceptance Of 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: Direct staff to develop a resolution for the next regular council meeting.

Fund Name: Public Utilities Data Processing

Account Number: 301.110.5403

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

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

BUDGET COST ESTIMATE



Date: 4/27/2023

WS #6.

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

Project No. _____
 Project: City of Moberly
 Water Billing Kiosk

Materials Taxable: _____
 - Sq. Ft.

Description	Quantity	Unit	Division Sub-Totals	Notes:
1.000 General Conditions				
1.040 - Project Supervision	1	LS		L & J Development
1.560 - Temporary Barriers				
Enclose Work Space From Remaining Office	1	LS		
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:			\$1,000.00	
2.200 Demolition				
2.220 - Demolition				
Demo/Disposal of Existing Teller Station	1	LS		L & J Development
Division 2.200 Demolition Total:			\$1,800.00	
6.000 Wood & Plastics				
6.100 - Misc. Wood Framing	1	LS		
Fasteners & Adhesives	1	LS		
Labor to Frame	6	HR		
Division 6.000 Wood & Plastics Total:			\$720.00	
7.000 Thermal & Moisture Protection				
7.200 - Insulation				
R-30 Batt (Unfaced)	1	LS		Lowes
Labor to Install	1	HR		L & J Development
7.460 - Siding				
Fiber Cement Siding	1	LS		
Labor to Install	4	HR		
7.900 - Joint Sealants	1	LS		L & J Development
Division 7.000 Thermal & Moisture Protection Total:			\$820.00	
8.000 Doors & Windows				
8.500 - Windows	1	LS		Mid City - Vinyl, Black Frame, Tempered Glass
Labor to Install	4	HR		L & J Development
Privacy Film	1	LS		Allows employees to see out, but prevents seeing in from exterior
Division 8.000 Doors & Windows Total:			\$1,400.00	
9.000 Finishes				
9.200 - Drywall				
5/8" Type X Gypsum (Repairs @ Teller Station)	32	SF		Lowes
Fasteners	1	LS		
Labor and Hang and finish	1	LS		L & J Development
9.900 - Painting & Staining				
Paint Interior Walls (Drywall)	1	LS		L & J Development
Paint Exterior	1	LS		L & J Development
Division 9.000 Finishes Total:			\$1,300.00	
16.000 Electrical				
16.100 - Electrical				
Sub-Contract	1	LS		
Division 16.000 Electrical Total:			\$1,200.00	
			\$8,740.00	

City of Moberly City Council Agenda Summary

Agenda Number: _____ WS #7.

Department: Public Utilities

Date: May 15, 2023

Agenda Item: A Discussion Regarding 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: Direct staff to develop a resolution for approval at the next regular council meeting.

Fund Name: EDA Grant Projects Fund

Account Number: 350.180.5408

Available Budget \$: N/A

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo			
<input type="checkbox"/> Staff Report			
<input type="checkbox"/> Correspondence			
<input type="checkbox"/> Bid Tabulation			
<input type="checkbox"/> P/C Recommendation			
<input type="checkbox"/> P/C Minutes			
<input type="checkbox"/> Application			
<input type="checkbox"/> Citizen			
<input type="checkbox"/> Consultant Report			
<input type="checkbox"/> Council Minutes			
<input type="checkbox"/> Proposed Ordinance			
<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Attorney's Report			
<input type="checkbox"/> Petition			
<input type="checkbox"/> Contract			
<input type="checkbox"/> Budget Amendment			
<input type="checkbox"/> Legal Notice			
<input checked="" type="checkbox"/> Other <u>Change Order #1</u>			
	Mayor		
	M__ S__ Brubaker	___	___
	Council Member		
	M__ S__ Lucas	___	___
	M__ S__ Kimmons	___	___
	M__ S__ Jeffery	___	___
	M__ S__ Kyser	___	___
		Passed	Failed

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: Tom P. Willis

Title: Gen. Truss

Date: 4/19/23

**SECTION 409
SEAL COAT**

WS #7.

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.

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**

WS #7.

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				
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

WS #7.

	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**

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.

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	
Steve 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:

WS #7.

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 T49
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, % ^a	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 ^d , 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: _____
Department: Police
Date: May 15, 2023

Agenda Item: 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 Direct staff how to proceed

Fund Name:

Account Number:

Available Budget \$:

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



Application

153796 - FY 2023 State Homeland Security Program (SHSP) Region B - Final Application

154359 - Replacing aging/unservicable Body Armor State Homeland Security Program (SHSP)

Status: Submitted Submitted Date: 05/06/2023 3:43 PM Submitted By: Adam Swon

Applicant Information

Primary Contact:

Name: Officer Adam Swon Title First Name Last Name Job Title: Community Policer Officer Email: Aswon@moberlypd.com Mailing Address: 300 n Clark Street Address 1: Street Address 2: 300 n Clark City: MOBERLY State/Province: Missouri Postal Code/Zip: 65270 Phone: 660-651-8728 Fax: 660-263-0346

Organization Information

Applicant Agency: Moberly, Police Department Organization Type: Government Federal Tax ID#: 436002348 DUNS #: 080020845 Unique Entity ID: ZFDYKNHMPTK9 SAM/CCR CAGE Code: 6SBK1 Organization Website: www.moberlypd.com Mailing Address: 300 N. Clark Street Street Address 1:

01/08/2023 Valid Until Date

Street Address 2:

City* Moberly Missouri 65270 5211
City State/Province Postal Code/Zip + 4

County:* Randolph

Congressional District:* 09

Phone:* 660-263-0346 Ext.

Fax: 660-263-8540

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts
- If the applicant agency is an Regional Planning Commission or Council of Government, the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125****

Authorized Official:* Mayor Tim Brubaker
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Mayor City of Moberly

Agency:* City of Moberly

Mailing Address:* 101 W Reed

Street Address 1:

Street Address 2:

***** Moberly Missouri 65270
City State Zip Code

Email:* tbrubaker@cityofmoberly.com

Phone:* 660-269-8705
Office Ext. Cell

Fax:

Applicant Project Director

Applicant Project Director:* Officer Adam Swon
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Community Police Officer

Agency:* Moberly PD

Mailing Address:* 300 n Clark

Street Address 1:

Street Address 2:

* MOBERLY Missouri 65270
 City State Zip Code

Email:* Aswon@moberlypd.com

Phone:* 660-263-0346
 Office Ext. Cell

Fax 660-263-8540

Fiscal Officer

Fiscal Officer:* Mr Greg Hodge
 Title (Mr.Ms.etc) First Name Last Name

Job Title:* Finance Officer

Agency:* City of Moberly

Mailing Address:* 101 W Reed

Street Address 1:

Street Address 2:

* Moberly Missouri 65270
 City State Zip Code

Email:* gregh@cityofmoberly.com

Phone:* 660-269-8705
 Office Ext. Cell

Fax

Project Contact Person

Project Contact Person: Officer Adam Swon
 Title (Mr.Ms.etc) First Name Last Name

Job Title:

Agency: Moberly Police Dept

Mailing Address: 300 n Clark

Street Address 1:

Street Address 2:

MOBERLY Missouri 65270
 City State Zip Code

Email: Aswon@moberlypd.com

Phone: 660-263-0346
 Office Ext. Cell

Fax: 660-263-8540

Section A.1 through B.4

A. Project Worksheet

A.1 Project Title:* Replacing aging/unservicable Body armor

A.2 Agency Name:* Moberly Police Dept

A.3 Region:* B

A.4 County:* Randolph

A.5 Project Location Zip Code:* 65270

A.6 Project Activity Type:* Establish/enhance regional response teams

A.7 Was this project previously funded with State Homeland Security Program (SHSP) funds?* No

A.8 Does this project increase capabilities (build/enhance), or does this project sustain capabilities at the current level?* Sustain

A.8.a If you answered Build/Enhance to question A.8 provide an answer to the following question. Has your agency coordinated with other agencies to determine if the resources requested are currently available within the region/state? No
Coordination example: contacted other agencies within your region to see if this capability/asset currently exists and is available.

A.8.b If answered yes to A.8.a, explain coordination efforts made by your agency, as well as the outcome of the coordination efforts.

A.9 Project Description* This project would replace the SWAT team's body armor. The team's current armor is past its projected life span of five years.

Several sets of armor are experiencing problems and do not fit team members correctly. The current need is for eight vests. The City of Moberly accepts that if this grant is only partially funded they will try to fill that additional need.

A.10 Provide a summary of specific project actions/items that will be purchased with grant funds:* The project would replace eight aged Tactical Armored vests with new vests. These vests would be sized to the indivaul officers they are issued to, and meet NIJ certification.

A.11 Provide estimated duration of the project This project with take three months from the time of order to the delivery.

(how long will it take to complete this project):*

A.12 What are the objectives this project is designed to accomplish? (the purpose of the project)*

The objective is to replace armor that has exceeded its service life with new armor. As armor ages it losses some ballistic protection. The current armor is also seeing velcro and fasteners break.

A.13 How does this project align with/increase terrorism preparedness for the state?*

Moberly's Tactical Team and their Armored Rescue Vehicles can be used in response to any Complex Coordinated Terrorist Attack whether as security after the fact or in a preemotive role should intelligence discover one prior to the act itself.

Moberly's unique ability to place Armored Rescue vehicles and the tactical officers to use them into a Complex Coordinated Terrorist Attack makes sustainment of that team a good investment. Tactical Armor is needed to protect these officers

A.14 How does this project align with/increase terrorism preparedness for your region?*

Since 1993 the Moberly Police Department SWAT has been used as a regional resource by nearby counties, state agencies and federal agencies like the US Marshalls.

Moberly's Tactical Team would be very likely to respond not only to any Terrorist attack in Region B but also south into the northern areas of Troop F. It is the Northern most team in Missouri that is equipped with two Armored Response vehicles. Hannibal also has a single ARV

A.15 Why is this project necessary for the state?*

The State especially in Region B has very few qualified tactical officers given its large area. Having properly equipped tactical officers is an asset for Region B and the state of Missouri

Moberly's Tactical team also responses to other man made crisis such as hostage situations, barricaded subjects, high risk warrants, and man hunts.

A.16 Why is this project necessary for the region?*

Region B is only served by 3 local tactical teams, Moberly, Kirksville and Hannibal. Moberly in the southern half of the region covers a large area and is available to assist in areas that Kirksville and Hannibal serve, as mutual aid.

A.17 How does your agency plan to financially sustain the requested items in the future without grant funding?*

The items would not require additional financial sustainment until they are ready to replace with new units.

B. Project Capability, THIRA and Dual Use

B.1 Did your agency participate in the development of your respective region's Threat and Hazard Identification and Risk Assessment (THIRA)?*

No

B.1.a If you answered no to Question B.1, please explain why your agency did not participate.

We were unable to attend due to staffing

Please review the State FY 2022 MO THIRA and FY 2022 MO SPR to determine the following:

B.2 Which Primary Core Capability best aligns to this project?*

On-Scene Security, Protection, and Law Enforcement

B.3 Which POETE (Planning, Organization, Equipment, Training, and Exercise)

CCTA 2022 (MO)

category(s) does your project address? *

1000 Character Limit

B.4 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.2 and the POETE category(s) listed in B.3?*

On Scene Security Protection and Law Enforcement are shown as needing to respond to an event and provide security for 15250 according to show 100% target achieved in 4hrs via mutual aid request. Moberly's Tactical team has historically been seen as part of those Mutual aid requests. Moberly PD can arrive with Tactical/Security Units inside 4hrs throughout region B.

1000 Character Limit

B.5 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)?

The armor would also serve to protect officers during other high risk incidents. Locally Moberly's SWAT team serves high risk search and arrest warrants both locally and regionally. They are also tasked with dealing with barricade subjects, active killers(shooters) and hostage incidents.

Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use. 1000 Character Limit

B.6 Please review the National Priorities in the FY 2023 SHSP Notice of Funding Opportunity.

- 1. Enhancing the protection of soft targets/crowded places
- 2. Enhancing information and intelligence sharing and analysis
- 3. Combating domestic violent extremism
- 4. Enhancing cybersecurity
- 5. Enhancing community preparedness and resilience
- 6. Enhancing election security

If this project aligns to a National priority, please select the priority below. (If your project does not align to a National priority, please select Not Applicable.)

National Priority:* Combating domestic violent extremism

Core Capability:* Interdiction and disruption

B.6.a If your project fulfills a National Priority, please describe how this project aligns with the National Priority selected in question B.6.

Moberly's Tactical Team responds to all types of crisis which would include Domestic Terrorist whether they be in the planning/organizational phase, as a quick response team in the active killer phase, and security in the recovery phase.

C. Project Background

Complete Project Background Investment Justification alignment and Prior Accomplishments for each year **ONLY** if proposed project was also funded with prior grant funds.

C.1 Was any portion of the proposed project funded with FY 2022 SHSP funds?:* No

C.4 Was any portion of the proposed project funded with FY 2021 SHSP funds?:* No

C.7 Was any portion of the proposed project No

funded with FY 2020 SHSP funds?*

D. Deployable/Shareable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers).

D.1 Does this project fund resources that are:*

Deployable Resource

*If answered Deployable in question D.1 complete questions D.2-D.8.
If answered Shareable in question D.1 complete questions D.2-D.4.
If answered NA in question D.1 skip to Section E.*

D.2 Item Name:

Tactical unit

D.3 If this is a sustainment project, describe how the project sustains the deployable/shareable resource?:

With current armor past the end of its service life, the replacement of these vest play a key role in maintaining Moberly's Tactical Team's readiness to be deployed across Missouri.

250 Character Limit

D.4 Are there any special conditions/requirements on sharing the deployable/shareable resources(s)?

No
Example: Specific requirements of equipment, operator, etc.
250 Character Limit

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

D.5 Is deployable resource NIMS Kind & Typed?:

Yes

D.6 Deployable Resources Kind & Type Name(s):

Armored Vests/Tactical Security Officers

Example: Mass Casualty Support Vehicle
250 Character Limit

D.7 Deployable Resources Kind & Type ID(s): (ID x-xxx-xxxx)

6-508-1245 SPECIAL WEAPONS AND TACTICS TEAM

Example: ID 3-508-1032 Vehicle
250 Character Limit

D.8 If not NIMS Kind & Typed, explain how the item further supports the Homeland Security Initiative:

MOBERLY POLICE'S TACTICAL TEAM HAS TWO ARMORED 4X4 RESCUE VEHICLES. THESE VEHICLES, ITS PERSONNEL AND THE TRAINING TO USE THEM MAKES IT A UNIQUE RESCOURSE IN CASE OF TERRORIST ATTACK. ARMORED RESCUE VEHICLES FILL MANY ROLES IN TIMES OF CRISIS

250 Character Limit

E. Audit Details

E.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?*

Yes
If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

E.2 Date last audit/financial

06/31/2022
If an agency has never had an audit, please enter 51 date of their last annual financial statement.

statement completed:
MM/DD/YYYY*

E.3 By checking this box the applicant agency understands they are required to upload a copy of the agency's most recent completed audit (or annual financial statement) in the Named Attachments section of this application.*

Yes

F. Risk Assessment

F.1 Does the applicant agency have new personnel that will be working on this award?*

No

New personnel is defined as working with this award type less than 12 months.

F.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?*

No

New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

F.3 Does the applicant agency receive any direct Federal awards?*

No

Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

F.4 Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?*

No

G. National Incident Management System (NIMS)

Please select Yes/No to questions G.1-G.14. If you answer no to any of these questions, explain planned activities during the grant period to strive towards being NIMS compliant in G.15. If your agency is a Regional Planning Commission (RPC) or Council of Government (COG) and questions G.1-G.14 do not apply, select N/A.

G.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*

Yes

G.2 Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?*

Yes

G.3 Does the jurisdiction develop,

Yes

maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?*

G.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?*

Yes

G.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?*

Yes

G.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?*

Yes

G.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?*

Yes

G.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?*

Yes

G.9 Does your agency use the NIMS Resource Management Process during incidents? (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock)*

Yes

G.10 Does your agency implement JIS for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders?*

Yes

G.11 Does your agency use MAC Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?* Yes

G.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?* Yes

G.13 Does your agency apply plain language and clear text communications standards?* Yes

G.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?* Yes

If answered No to any questions G.1-G.14, please explain planned activities during grant period to strive towards being NIMS compliant.

G.15 Planned Activities:

H. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

H.1 By checking this box, I have read and agree to the terms and conditions of this grant.* Yes

*In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity. **If the incorrect Authorized Official is listed in H.2 of the application, the application will be deemed ineligible for funding.***

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- *If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official*
- *If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official*
- *If the applicant agency is a State Department, the Director shall be the Authorized Official*
- *If the applicant agency is a college/university, the President shall be the Authorized Official*
- *If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts.*
- *If the applicant agency is an Regional Planning Commission (RPC) or Council of Government (COG), the Executive Director shall be the Authorized Official*
- *If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official*

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

*****If the Authorized Official has a different title, than those listed above, or documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding*****

****The above list is not an all-inclusive list. If you do not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125.****

H.2 Authorized Official Name and Title:* Tim Brubacker

H.3 Name and Title of person completing this proposed application:* Mayor City of Moberly

H.4 Date:* 05/06/2023

Radio Interoperability

Refer to the Radio Interoperability Guidelines for reference to a list of radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

1. Are you applying for interoperable communications equipment? No

Personnel

Name:	Position Title:	Position Status:	Employment Status:	%of time spent on this grant funded activities:	Requested Personnel Cost:	Discipline:	Function:	Allowable Activity:
					\$0.00			

Narrative Justification - Personnel

N/A

5000 Character Limit

Personnel Benefits

Name:	Benefits % of Salary	Requested Benefit Cost:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Benefits

N/A

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Discipline:	Function:	Allowable Activity:
			\$0.00			

Narrative Justification - Travel

N/A

5000 Character Limit

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
Parcalete Armis Tactical Vest	01LE-01-ARMR - Armor, Body	8.0	\$2,880.00	\$23,040.00	Yes	Law Enforcement	Law Enforcement Terrorism Prevention Activities	Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical
				\$23,040.00				

Narrative Justification - Equipment

Replacement of aging/unserviceable tactical vests allows the Moberly Police Department SWAT team to continue to serve the Regional B area. Each member of the MPD SWAT team is deployable with a request for mutal aid. Giving these police officers the ballistic protection they need to do their jobs is a good choice to receive funding.

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
				\$0.00			

Narrative Justification - Supplies/Operations

N/A

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Contract Amount:	Discipline:	Function:	Allowable Activity:
		\$0.00			

Narrative Justification - Contractual

N/A

5000 Character Limit

Total Budget

Total Personnel:	\$0.00
Total Benefits:	\$0.00
Total Travel:	\$0.00
Total Equipment:	\$23,040.00
Total Supplies/Operation:	\$0.00
Total Contractual:	\$0.00
Total Project Cost:	\$23,040.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Current City of Moberly Audit 06/31/2022	Moberly Financial Statements FY22.pdf	pdf	2.9 MB
Quote or other costs basis	Bids received	20230505175304922.pdf	pdf	3.6 MB
Training Request Form				
Other Supporting Information	Letter of explanation Sgt B Calvert MPD SWAT TEAM LEADER	20230506143320655.pdf	pdf	1.3 MB
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				

City of Moberly City Council Agenda Summary

Agenda Number: WS #9.
 Department: Parks and Recreation
 Date: May 15, 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: Move Ordinance Forward to the June 5, 2023 Meeting for Approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

CITY OF MOBERLY

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 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 1- 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 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 2. 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 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN 60 **IS** _____ **DAY OF** _____, **2023.**

Roll Call Vote: **Yeas:** _____

Nays: _____

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2023.

MAYOR

Attest:

CITY CLERK