

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**November 01, 2021**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. A Request From The Moberly Chamber Of Commerce To Hold The 2021 Christmas Parade On December 4, 2021, And Lift Section 6-5, Public Consumption Of Alcohol, And Allow Food And Boutique Trucks To Park Along Reed Street.
2. A Request From Tony Stuart And Gavin O'Donnell With 3 Brothers Construction, LLC Requesting Five (5) Properties From The City For Re-Development.
3. A Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc. For Design Of A 12" Water Line Replacement Adjacent To Tannehill Apartment Project And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
4. A Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc. For Performing A Tracer Study At The Water Treatment Plant Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
5. A Discussion Regarding Sugar Creek Dam Leak Mitigation Phase II – Construction Extension For Extra Construction Days And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.
6. A Proposal From Rick Davis For 936 Franklin Street To Expand His Home.
7. Receipt Of RFP's For A Consultant For Revamping Of The Historic Preservation Plan.
8. Receipt Of Bids For The Tannehill Park Splash Pad.
9. A Discussion Of Renewal Insurance Rate From USI.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #1.

Department: Police

Date: November 1, 2021

**Agenda Item:** Request from Moberly Chamber of Commerce to hold the 2021 Christmas Parade on December 4, 2021.

**Summary:** Request to hold the 2021 Christmas Parade on Saturday December 4, 2021, beginning at 3:00 pm. Chamber of Commerce requests permission to use City Hall Parking Lot and Depot Park Parking Lot to stage parade entries. Parade will start at W Reed and Sturgeon and travel west on Reed Street to Johnson Street where it will disband. Chamber of Commerce Director Megan Schmitt expects thirty-three entries in the parade and will have six volunteers to help with the parade. Moberly Police are requested to lead the parade and provide traffic control along the parade route. Contact is Megan Schmitt, 660-263-6070.

In addition to the parade, vendor pop ups are scheduled to begin at 9am, horse drawn carriage rides plan to be available and mobile food trucks/boutique trailers will be parked in parking spaces along Reed Street. Moberly Chamber of Commerce further requests the lifting of Section 6-5, public consumption of alcoholic beverages from 9:00am to 7:00pm for Reed Street 100-500 blocks, Coates Street, 200-500 blocks and the 200 block of Clark Street, Williams Street, 4<sup>th</sup> Street, 5<sup>th</sup> Street and Johnson St. The lifting of Section 6-5 is to allow downtown restaurants and licensed alcohol vendors sell alcoholic drinks to attendees to carry with them. All alcoholic beverages will be served in event cups and each person served will receive a wristband to confirm they are of legal age to consume alcohol.

### Recommended Action

Direct staff to bring to the November 15<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

### Council Member

M\_\_\_ S\_\_\_ Brubaker

M\_\_\_ S\_\_\_ Kimmons

M\_\_\_ S\_\_\_ Davis

M\_\_\_ S\_\_\_ Kyser

Passed

Failed



APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 10/4/2021

1. Organization/Agency requesting permit: Moberly Area Chamber of Commerce
2. Name of Person making Application: Megan Schmitt  
Contact Person: Megan Schmitt Phone: 660-263-6070
3. Date of Parade: Saturday, December 4, 2021 Start Time: 3 P.M.
4. Staging Area: Behind Post office extending down W. Reed Street toward college
5. Approximate Number of Units Participating in Parade:  
A. Bands 3 D. Foot Units 5  
B. Motorized Units 10 E. Animal Units \_\_\_\_\_  
C. Floats 15 F. Others \_\_\_\_\_

Total Number of Units: 33 approximately (hopefully)

6. Parade Route and ending point: Parade staging at City Hall Parking Lot, Depot Park Parking Lot, \_\_\_\_\_, Parade Floats Begin at City Hall. Head West on Reed to Johnson, Disband at Johnson.
7. Will organization or parade participants be dispersing any items during the parade? Yes ☐ No ☒ If yes, what? \_\_\_\_\_
8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? Six
9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐
10. Signature of Applicant: Megan Schmitt
11. Approved: ☒ Disapproved \_\_\_\_\_
12. By authority of: [Signature] Date 10-15-21  
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

[www.MoberlyChamber.com](http://www.MoberlyChamber.com)

Dear Mr. Crane:

On behalf of the Moberly Area Chamber of Commerce, we are seeking permission to lift public consumption of alcohol for Moberly's Christmas Festival on December 4, 2021 in Downtown Moberly. This event will include all day pop up vendor markets, a parade horse drawn carriage rides. Lifting public consumption will allow our downtown restaurants and licensed alcohol vendors to sell alcoholic drinks to event attendees to carry with them during the event. All alcoholic beverages will be served in an event cup and each person served will receive a wristband to confirm they have been carded.

Vendor Pop Ups are scheduled to begin at 9am, lifting of public consumption should also begin at 9am. All events during the day and Public consumption will end by 7pm.

We are also requesting to allow mobile food trucks and boutique trailers to park in parking spaces on Reed during the event due to the limited available vendor space this year in the downtown buildings due to permanent tenants.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee please contact Megan Schmitt by email [director@moberly.com](mailto:director@moberly.com) or phone 660.263.6070.

Thank you for your time and consideration.

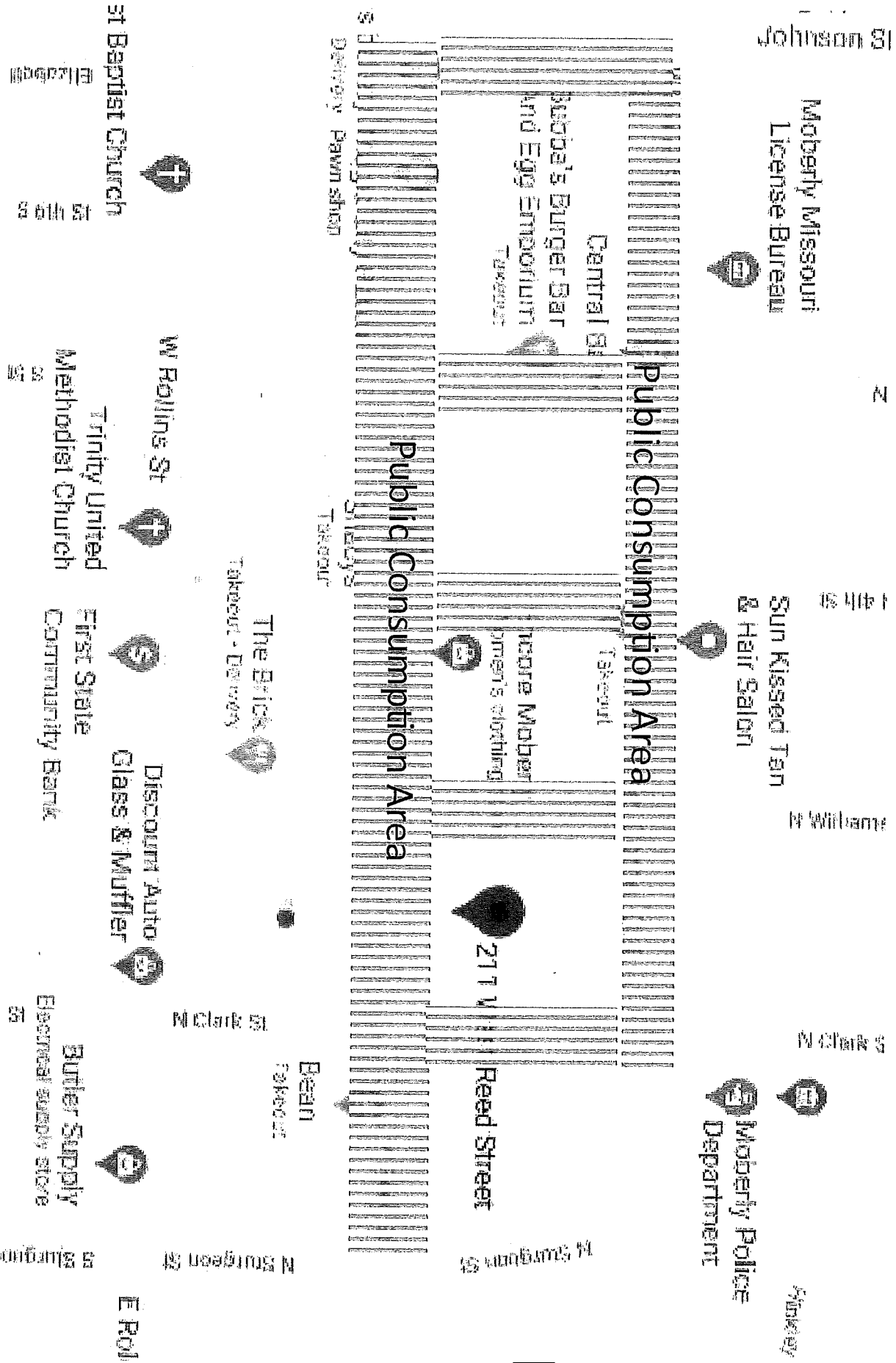
Sincerely,

A handwritten signature in dark ink, appearing to read "Megan Schmitt". The signature is fluid and cursive, with a large, sweeping "M" and "S".

Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce

Christmas Festival — December 5, 2020  
Public Consumption Area



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #2.

Department: Public Works

Date: November 1, 2021

**Agenda Item:** Tony Stuart and Gavin O'Donnell with 3 Brothers Construction, LLC has requested five (5) properties from the city for re-development.

**Summary:** Attached are the agreements for 3 Brothers Construction, LLC. to re-develop 139 Bedford, 514 Roberts, 534 Barrow, 641 N Ault and 715 W Coates.

**Recommended Action:** Direct staff to bring forward to November 15, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_    \_\_\_

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 \_\_\_\_\_, 2021 ( 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 3 Brothers Construction, LLC, a Missouri Limited Liability Company, having a business office at 9503 Highway BB, Huntsville, Missouri, 65259 (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 139 Bedford Street and further depicted and legally described as All of the South Forty-five Feet of Lot Seven (7) of Block Three (3) of the Porter, Hatcher & Tannehills 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 which costs will be deducted from the deposit. 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
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Developer:	Gavin O'Donnell 9503 Highway BB	Huntsville, Missouri 65270
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**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 any portion of the deposit not expended during the project.

**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: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Gavin O'Donnell



## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                                   )SS  
 COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, before me appeared Gavin O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, 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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**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 514 Roberts Street and further depicted and legally described as All of Lots Six (6) and Seven (7) of Block Eight (8) of the Hunt Godfrey and Porters 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 which costs will be deducted from the deposit. 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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**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.

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City:                      City of Moberly  
                                Attention: Tom Sanders                      Moberly, Missouri 65270

Developer:              Gavin O'Donnell  
                                9503 Highway BB                                      Huntsville, Missouri 65270

**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 any portion of the deposit not expended during the project.

**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: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Gavin O'Donnell

## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                                       )SS  
 COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, before me appeared Gavin O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, 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:

## **COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ( 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 3 Brothers Construction, LLC, a Missouri Limited Liability Company, having a business office at 9503 Highway BB, Huntsville, Missouri, 65259 (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 534 Barrow Street and further depicted and legally described as All of Lot Nine (9) and Ten (10) Foot x Fifty (50) Foot strip Adjacent on South Being Vacant Part of Roberts Street, Block Seven (7) of the Hunt Godfrey & Porter 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 which costs will be deducted from the deposit. 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:              Gavin O'Donnell  
                                9503 Highway BB                                      Huntsville, Missouri 65270

**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 any portion of the deposit not expended during the project.

**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: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Gavin O'Donnell

## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                                       )SS  
 COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, before me appeared Gavin O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, 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.

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 Notary Public

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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.

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:

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#### **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 641 North Ault Street and further depicted and legally described as All of the North Fifty-nine (59) feet of Lot Five (5) of the Phipps 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 which costs will be deducted from the deposit. 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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**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.

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**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.

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City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
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Developer:	Gavin O'Donnell 9503 Highway BB	Huntsville, Missouri 65270
------------	------------------------------------	----------------------------

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

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Gavin O'Donnell

## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                                       )SS  
 COUNTY OF RANDOLPH )

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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 \_\_\_\_\_, 2021, before me appeared Gavin O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, 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.

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### **RECITALS**

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**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 514 Roberts Street and further depicted and legally described as All of Lots Three (3) and Four (4) of Block Two (2) of the Young and Stephens 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 which costs will be deducted from the deposit. 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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Attention: Tom Sanders Moberly, Missouri 65270

Developer: Gavin O'Donnell  
9503 Highway BB Huntsville, Missouri 65270

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**CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**DEVELOPER**

By: \_\_\_\_\_  
Gavin O'Donnell

## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                                   )SS  
 COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, before me appeared Gavin O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, 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: November 1, 2021

**Agenda Item:** Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc For Design Of A 12" Water Line Replacement Adjacent To Tannehill Apartment Project And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** This scope will include design of approximately 800 linear feet of 12" water main and associated appurtenances. Includes: Preliminary Design, Final Design, Construction Bid and Construction Management. This effort is expected to cost \$39,265.

**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)

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

Passed Failed

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October 15, 2021

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

Subject: Tannehill Apartments Water Main Replacement

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for the design of the Tannehill Apartments Water Main Replacement Project. The project includes the design of approximately 800 linear feet of 12-inch water main and associated appurtenances. The scope of work includes the Preliminary Design Phase, Final Design Phase, Bid Phase, and Construction Management Services. An existing conditions survey, a geotechnical investigation, and construction inspection services are not included in this scope of work:

Below is a list of tasks that will be undertaken as part of this scope and assumptions:

#### PRELIMINARY DESIGN (90% DESIGN STAGE)

1. Prepare preliminary design documents consisting of preliminary drawings, and technical specifications. Preliminary design drawings would be prepared which best meet the objectives of the City for indicating the proposed location and size, in plan and profile view, of the elements of the project in relation to existing conditions. Preliminary design drawings would be prepared at a horizontal and vertical scale to provide sufficient accuracy for scaling on 22" x 34" or 24" x 36" sheets.
2. Based on the information contained in the preliminary design documents, submit a preliminary opinion of probable construction cost and updated project schedule.
3. The Preliminary Drawings, Technical Specifications in CSI format, Opinion of Probable Construction Cost (OPCC), and updated project schedule will be issued to the City for review and comment. A review meeting to discuss the Preliminary Design submittal and obtain City comments will be conducted. Based on this review meeting the drawings and technical specifications will continue to be developed.

October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

## FINAL DESIGN PHASE (100% DESIGN SUBMITTAL)

1. Based on the accepted Preliminary Design documents, Jacobs will prepare for incorporation in the Contract Documents; final drawings (detailed to show the character and elements of the project to be constructed by the contractor on the project), technical specifications, and an OPCC. The front-end construction contract bidding documents will be consistent with other City projects which the City will provide an electronic copy as a template. Furnish up to 5 copies of the aforementioned deliverables.
2. Upon completion of the 100% Design Documents, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. We do not anticipate that permits will be required from other agencies. Submittals to MDNR will be made at the 100% Design Stage as well.

## BIDDING PHASE

1. Prepare a Bid Advertisement for the City to publish.
2. Jacobs will furnish bid documents to Plan Rooms and perspective Bidders in accordance with the City's purchasing procedures. Collect and retain fees from perspective Bidders sufficient to cover the related costs. Provide the City with up to 4 copies of the Bid Documents.
3. Conduct a pre-bid meeting at City Hall.
4. Manage the plan holder's list.
5. Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
6. Prepare the final engineers' estimate of probable construction cost
7. Attend the bid opening. Review the bids and provide the City with a recommendation for award along with a bid tabulation.
8. Assist the City with Contract related efforts including the execution of the Contract Documents. Provide up to 8 copies of the Contract Documents to prospective bidders.

## CONSTRUCTION PHASE

1. Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means,



October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.

2. Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
3. Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
4. Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL AND SCHEDULE

Our proposed fee the work described herein is a lump sum cost of \$39,265. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of fee is presented below.

Task	Completion Duration	Associated Fee
Existing Conditions Survey	Not Included	Not Included
Design Phase	90 days	\$25,658
Bid Phase	60 days	\$3,584
Construction Phase	120 days	\$8,923
Direct Costs (Travel, Printing)		\$1,100

## ASSUMPTIONS / CLARIFICATIONS

This scope of work is based on the following assumptions and clarifications:

1. The existing topographic survey provided by A Civil Group is assumed to be adequate for producing plan and profile drawings for the water mains.
2. The City will obtain any required easements and easement descriptions.
3. Wetland delineation and mitigation services are not included.
4. Any fees required to obtain construction approval/permits from MDNR or any other agency will be paid by the City.
5. Two (2) sets of record drawings and an electronic media device with both pdf and Auto CAD files will be provided.

October 15, 2021

Subject: Tannehill Apartments Water Main Replacement

6. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost and will be charged to the prospective bidder.
7. Jacobs will not provide field inspection services for the project.
8. Jacobs will not produce a punch list associated with final acceptance of the construction of the proposed improvements.

This work will be performed under the Master Services Agreement dated October 5, 2020. 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,



Tobin Lichti  
Project Manager  
314.422.3336  
Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

Jacobs Engineering Group, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #4.

Department: Public Utilities

Date: November 1, 2021

**Agenda Item:** Discussion Regarding A Letter Agreement With Jacobs Engineering Group Inc For Performing A Tracer Study At The Water Treatment Plant  
Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** This scope will include Work Planning and Protocol Development, Tracer Testing, Data Analysis and delivery of a Final Report and Recommendations. The Tracer testing will provide a basis for performing calculations for disinfection credit as required by Missouri Department of Natural Resources. Estimated cost for this effort is \$56,036.

**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)

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_ \_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_ \_\_\_

Passed Failed

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www.jacobs.com

October 22, 2021

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

Subject: Moberly WTP Tracer Study

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services a tracer study at the Moberly Water Treatment Plant (WTP). In order to meet the requirements of the Missouri Department of Natural Resources, the City of Moberly is interested in conducting a tracer study at the Moberly Water Treatment Plant (WTP). The tracer tests will provide a basis for performing calculations for disinfection credit as required by the Missouri Department of Natural Resources (MDNR). Requirements for tracer testing is contained in the *Missouri Guidance Manual for Surface Water System Treatment Requirements*, 1992.

Tasks identified to deliver this project include:

- Task 1 – Work Planning and Protocol Development
- Task 2 – Conduct Tracer Testing
- Task 3 – Data Analysis
- Task 4 – Report Preparation and Meetings

## Task 1 – Work Planning and Protocol Development

Jacobs will meet with the City to develop a testing program that meets the requirements of the *Missouri Guidance Manual for Surface Water System Treatment Requirements*, 1992. The protocol will outline the laboratory procedures, sampling procedures, dosing requirements, chemical needs and staffing requirements to complete the testing, as well as the proposed methods for data compilation and analysis.

Jacobs will attend one meeting with the City and MDNR to discuss the tracer testing approach and will modify the protocols, if needed, as directed by City.

Task 1 deliverables include:

- Tracer testing protocols
- Chemical equipment requirements

October 22, 2021

Subject: Moberly WTP Tracer Study

- Estimated staffing requirements
- Work plan regulatory review meeting and meeting summary

## Task 2 – Conduct Tracer Testing

It is anticipated that the tracer testing will be completed over a two day time frame during February 2022. Each contactor will have a tracer chemical (at this time it is expected to be fluoride) added to it in a step-input manner. The concentration of the chemical will be recorded at existing sampling points located within the contactors. The sampling will be conducted over a period approximately three times the theoretical detention time in order to capture the full profile of the tracer addition. Both Jacobs and City staff will be involved in the sampling and collection of data during this period.

Jacobs responsibilities during the tracer testing will include:

- Overall oversight and responsibility of conducting the tracer study. The Jacobs PM will be onsite for the start of the testing and be available throughout testing should any issues arise.
- Recording field conditions (contactor in use, flowrates, temperature, testing start and stop times, etc)
- Recording sampling data and frequencies
- Verifying calculations on chemical dosing rates as they pertain to the contactor flowrates
- Assisting with sample collection

The City will have the following responsibilities before and during the tracer testing:

- Procurement of tracer chemical and necessary equipment
- Verifying calibration of all field instruments that will be used during testing. These include flow meters and chemical metering pumps
- Operation of chemical feed equipment
- Operation of plant valves to obtain proper flowrate within contactors
- Assisting with sample collection
- Sample analysis and reporting
- Supplying all sampling collection equipment

Task 2 deliverables include:

- Summary of field testing notes by Jacobs
- Calibration verification records of flow meters and chemical pumps by the City

## Task 3– Data Analysis

Task 3 will consist of analysing the data to evaluate the T10 of the filters and each clearwell. Each contactor will be evaluated at two flow conditions which correspond to the historical typical and maximum flowrates through the plant. The analysis will include the calculation of T10 for the individual segments within the plant (from sampling point to sampling point, for calculating disinfection credit) and the overall T10 for the plant. The data will be compiled in electronic format for future use by the City.

October 22, 2021

Subject: Moberly WTP Tracer Study

Step input curves (F-curve) will be developed for each of the segments analysed and submitted to PVWC for review. We anticipate having an on-site meeting with the City to discuss the preliminary analyses of the data.

Task 3 deliverables include:

- Step input curves for each segment of the WTP
- Electronically-compiled field sampling results
- Preliminary data review meeting summary

## Task 4 – Report Preparation and Final Meetings

After completion of Tasks 1 through 3, the information will be compiled into Tracer Study Testing Report, which will contain all of the information used to develop the T10 for the Plant. The report will be suitable to submission to MDNR and will be signed and sealed by a Missouri Professional Engineer.

Jacobs will submit up to 5 copies of the draft report for review by the City. We will have a draft report review meeting to obtain comments from City. Jacobs will incorporate the comments into the document and prepare the final report.

Jacobs will also attend a meeting with the City and the MDNR to discuss the final report.

Task 4 deliverables will include:

- Draft report
- Final report

## FEE PROPOSAL

Our proposed fee the work described herein is a lump sum cost of \$56,036. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of fee is presented below.

Task	Fee
1. Work Planning and Protocol Development	\$12,200
2. Tracer Testing	\$7,000
3. Data Analysis	\$17,843
4. Report Preparations and Meetings	\$17,843
Direct Costs (Travel and Printing)	\$1,150

October 22, 2021

Subject: Moberly WTP Tracer Study

## SCHEDULE

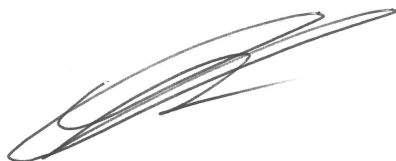
Schedule assumes NTP by December 1, 2021

Task	Completion Date
1. Work Planning and Protocol Development	1/14/22
2. Tracer Testing	2/14/22
3. Data Analysis	4/14/22
4. Report Preparations and Meetings	6/14/22

This work will be performed under the Master Services Agreement dated October 5, 2020. 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,



Tobin Lichti  
Project Manager  
314.422.3336  
Tobin.Lichti@Jacobs.com

### Authorization to Proceed:

City of Moberly

Jacobs Engineering Group, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #5.

Department: Public Utilities

Date: November 1, 2021

**Agenda Item:** A Discussion Regarding Sugar Creek Dam Leak Mitigation Phase II – Construction Extension For Extra Construction Days And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The contractor has had additional construction days for the dam grout project which has added time to the construction inspector services. This effort is expected to cost \$21,564.

**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)

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

Passed Failed



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F +1.314.335.5141  
www.jacobs.com

October 22, 2021

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

Subject: Sugar Creek Dam Leak Mitigation Phase II – Bidding and Construction  
Extension #2 for Extra Construction Days

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services for a grouting program to mitigate the leakage at the Sugar Creek Lake Dam. Sugar Creek Lake is the drinking water source for the City of Moberly, and the City is currently undertaking steps to evaluate the quantity and quality of the water that the Lake can provide the City and its customers now and in the future. The Sugar Creek Dam has experienced seepage through the west abutment for over 37 years. A grouting program in 1980 reduced leakage rates from around 225 gallons per minute (gpm) down to less than 20 gpm. Since that time, the seepage rate has progressively increased.

This extension will add an additional 13 working days of construction RPR services to the existing Phase II contract. The Phase II contract included 60 working days of construction RPR services. To date, Jacobs has had 55 working days of construction RPR services.

## SCOPE

Construction Phase Services. Jacobs will continue to provide Construction Phase Services, as described in the tasks below.

- A. Jacobs will provide full-time Resident Project Representative (RPR) services during the construction. The RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Contract Documents. Jacobs will consult with City representatives; and maintain contact by telephone and correspondence during the course of the project.
- B. While on site, the RPR is responsible for seeing that the project is constructed in accordance with the drawings and specifications. However, Jacobs shall not be responsible for the failure

October 22, 2021

of the Contractor(s) to perform the work in accordance with the Contract Document or the daily quality of Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. The RPR shall provide observation of the Contractor, provide field administration on the work site, and act as the focal point for communication and correspondence with the Contractor at the field level. The RPR shall:

1. Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
  2. If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
  3. Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
  4. While on site, keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
  5. Advise the City, in advance, of scheduled, major tests, inspections or start of important phases of the work.
- C. At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- D. Receive and record information as it is submitted by the Contractor regarding changes from the contract drawings made during progress of the work. Incorporate such changes on a set of contract plans to be used in preparing record drawings of the project.
- E. Except upon written instructions of City, the RPR SHALL NOT:
1. Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.
  2. Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
  3. Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
  4. Authorize occupancy, acceptance, or conditional acceptance.

October 22, 2021

5. Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
6. Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction complete and in accordance with MDNR approved plans and specifications as required by MDNR.

## FEE PROPOSAL

Our proposed fee for the work described herein is not to exceed a cost of \$21,564. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

Task Order	Amount
Phase I – Design	\$43,970
Phase II – Bidding and Construction	\$78,200
Phase II Ext. 1 – Additional RPR	\$37,192
Phase II Ext. 2 – Additional RPR	\$21,564
Project Total	\$180,926

## SCHEDULE

The work included will be completed by January, 2022.

## ADDITIONAL CONTRACTUAL HOURLY RATES

The rates below are valid through the end of calendar year 2021.

Description	Rate
Project Manager	\$125.00
Geotechnical Engineer VI	\$165.00
RPR	\$95.00

## ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

October 22, 2021

1. RPR services for this project are based on an estimated construction period of an additional 13 working days (73 total days including original 30 days and 30 days from extension 1) and 8 hours per day (Additional 104 hours, 584 hours total).
2. Fees include an additional 16 field hours and 24 office hours for Senior Geotechnical Engineer.
3. Fees also include all travel expenses.
4. Should the construction scope require a longer duration in the field, additional funds may be required.

This work will be performed as a modification to our existing contract with the City of Moberly, dated October 2020. We will endeavor to be as efficient as we can in performing the work, to minimize costs.

If you are in agreement, please sign both copies of this letter and return one copy to us at your convenience.

Yours faithfully



Tobin Lichti  
Project Manager  
314.422.3336  
Tobin.Lichti@Jacobs.com

Authorization to Proceed:

City of Moberly

Jacobs Engineering Group, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #6.

Department: Public Works

Date: November 1, 2021

**Agenda Item:** Rick Davis has submitted a proposal for 936 Franklin St. to expand his home.

**Summary:** Please find attached the proposal that Rick Davis submitted and Tom's recommendation.

**Recommended Action:** Direct staff to bring forward to November 15, 2021 regular City Council meeting for final approval.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_    \_\_\_

Passed

Failed

October 22, 2021

Hello, sir and associated board members.

Thank you for your time and consideration on this matter.

Reasons to consider my proposal are as follows.

1. first is simple, adding extra land increases value, this added to the renovations that will soon be done to my home, will not only add value to my property but actually help increase local property values.
2. The raise in neighborhood value creates an increase in tax revenue.
3. The use of a lot that would otherwise just be vacant land due to both neighborhood and low local property values.

Mostly, I just want to add to my home, because it is my home, and I don't want to move elsewhere. I'm very excited for what is to come and the fruition of my plans.

Please consider my request. Regardless thank you for your time, and best wishes to you and your family.

Rick Davis

### Tom's Recommendation

The City of Moberly own the lot at 936 Franklin Ave, it is immediately West of Ricky Davis's property at 928 Franklin Ave., outlined in red. Mr. David has asked to acquire the lot at 936, and in most cases we wouldn't even consider this as the City lot is 100' x 176' and a perfect size for duplexes, or a couple of houses. The issue is the neighborhood. There are a couple of properties immediately adjacent to the lot that would deter even the most tolerating developers from doing anything on this lot, but it is still a great lot that we don't want to part with completely. In an effort to find middle ground, staff felt that giving the adjacent property owner 10' off the lot would allow them to accomplish some of the redevelopment they want to do on their property and have some room around their house, yet leave the City lot plenty large enough for redevelopment purposes.

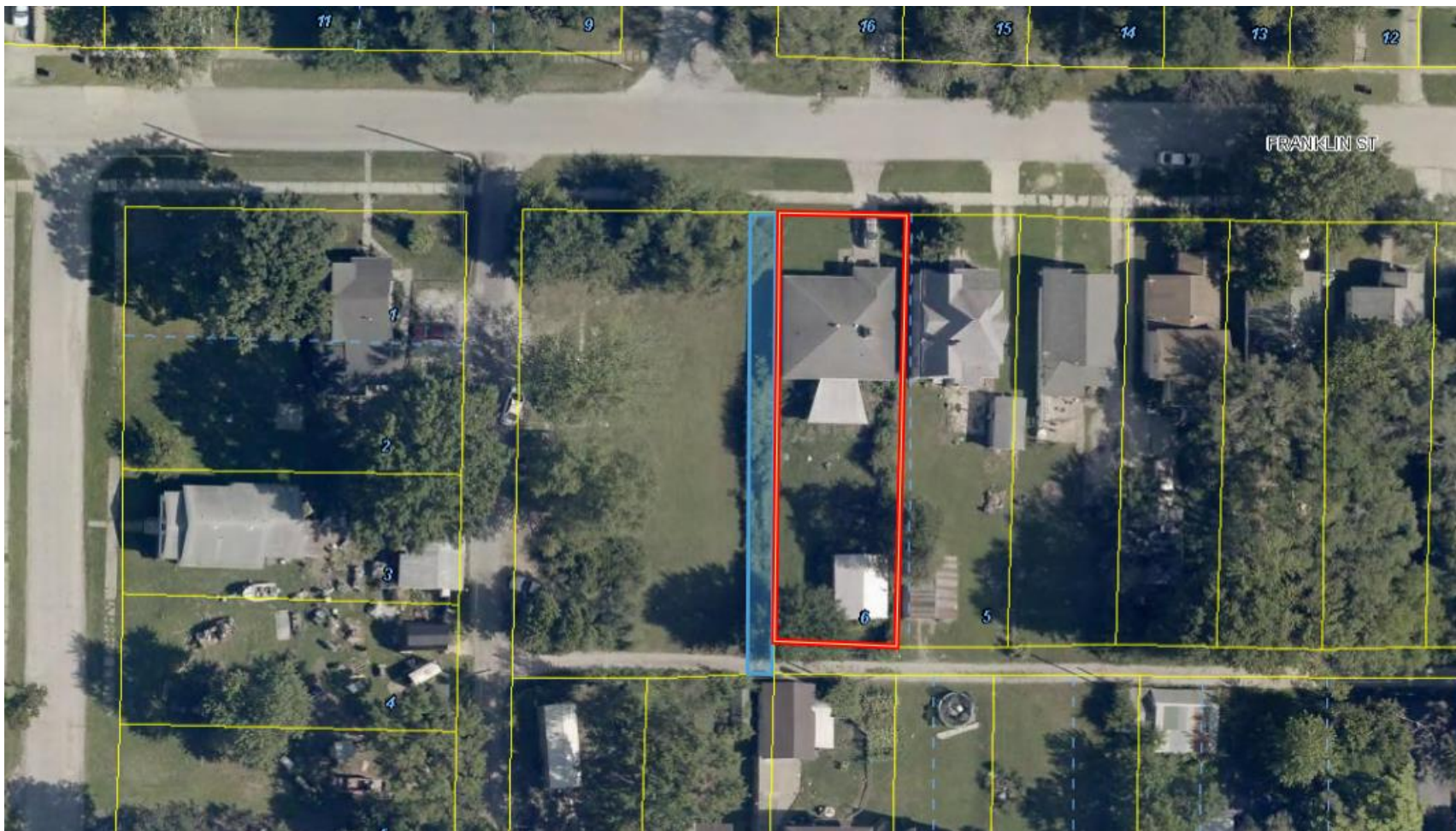
As you can see in the images, the City lot actually extends down across the alley, so before we would convey the lot we would need to revise the legal to include the alley. We could split off the 10' at the same time and get ask Mr. Davis to share in that cost and recording fees.

Let me know if you are in favor of proceeding with this and I will confirm the adjacent owner is willing to proceed with this concept and get the surveyor lined up to complete the work.

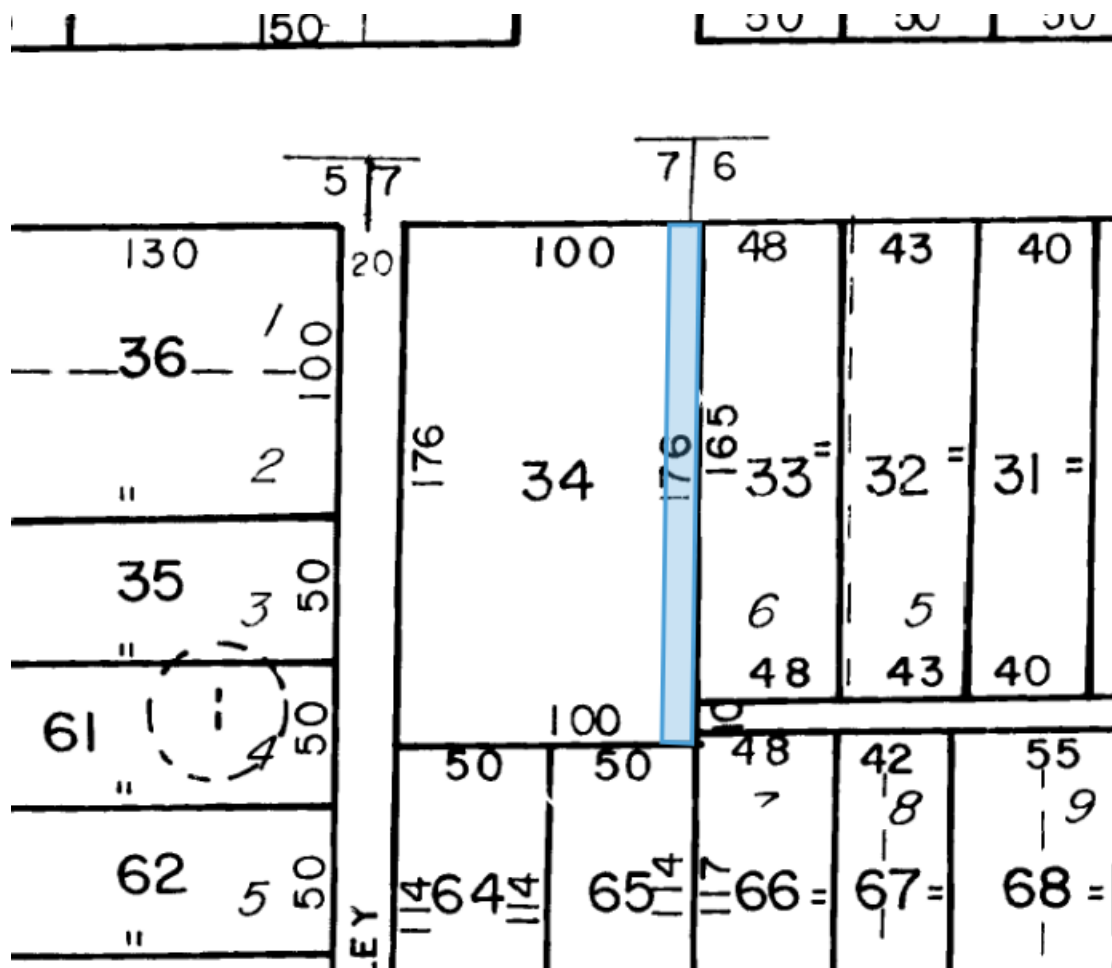
Our goal is to push the clean up and abatement of adjacent properties so that the lot will be more desirable for redevelopment. I would like to consider splitting it into ultimately 3 lots with access off the wider alley way on the West side (see bottom diagram)

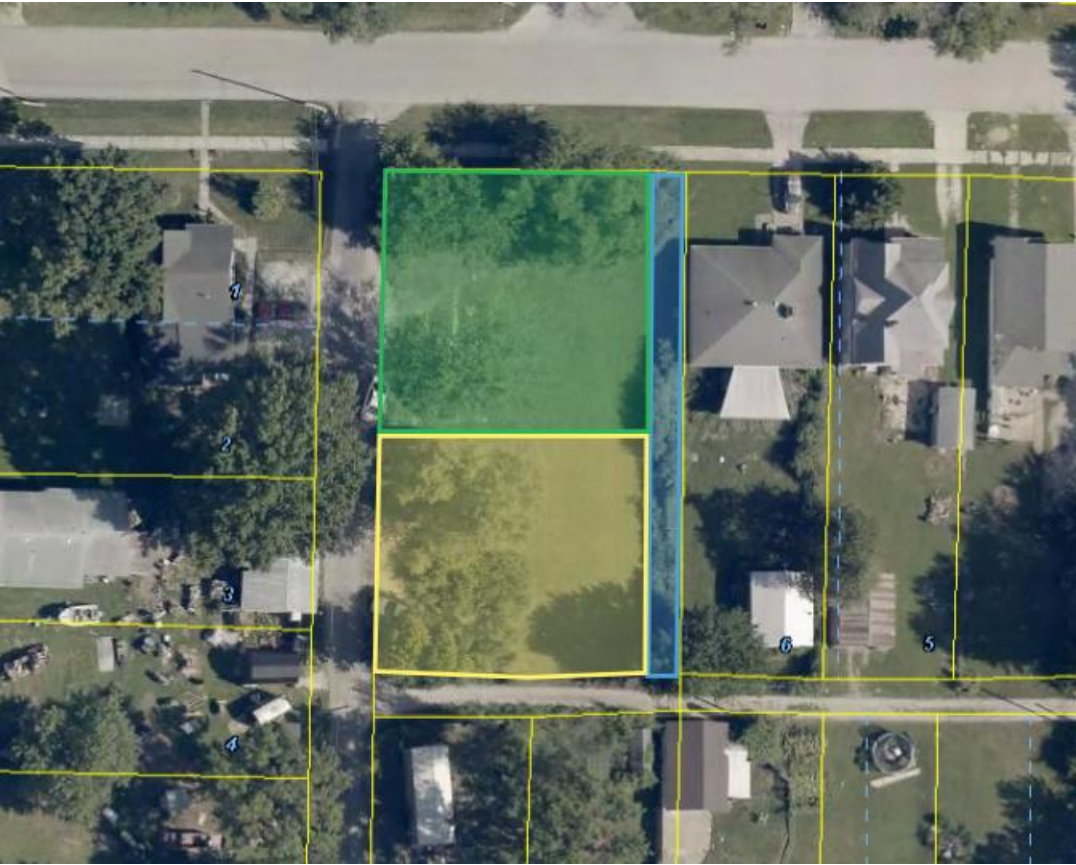
Let me know if you are good with moving this forward. I assume we would have to go to council to approve conveyance of the strip of land.

Thanks,  
Tom









# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #7.  
 Department: Administration  
 Date: November 1, 2021

**Agenda Item:** Receipt of RFP for a Consultants for revamping of the Historic Preservation Plan.

**Summary:** After receiving and executing an agreement with MO DNR SHPO for a historic preservation plan update grant, the city sought RFP's for a consultant to assist the city drafting the plan. The city received two responses from the from the 44 approved historians on the states list. David Taylor and Cox/McLain were received and scored by a 3person scoring team. After tabulating the scores, the team met and recommended awarding the bid to Cox/McLain. The city forwarded this to SHPO for review. The attached agreement with Cox/McLain has been reviewed by state, city and consultant and they are in agreement with moving this relationship forward for the project. The cost for this project (\$28,921) will primarily from the SHPO Grant program (\$18,000) and the remaining local match (\$12,000) will be from the budgeted HPC 2021-2022 City Budget

**Recommended Action:** Direct staff to bring the agreement with Cox/McLain for final approval at the November 15<sup>th</sup> council meeting

**Fund Name:** General Fund

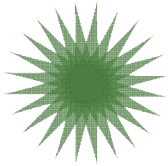
**Account Number:** 100.016.5406

**Available Budget \$:**

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

# PROPOSAL HISTORIC PRESERVATION PLAN FOR CITY OF MOBERLY, MISSOURI

October 12, 2021



**COX | McLAIN**  
Environmental Consulting

## PREPARED FOR

City of Moberly, Missouri

## PREPARED BY

Cox | McLain Environmental Consulting, Inc.  
[www.coxmclain.com](http://www.coxmclain.com)

Project Manager: Emily Reed  
Contact: [EmilyR@coxmcclain.com](mailto:EmilyR@coxmcclain.com)





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## ATTACHMENTS

Appendix A: Resumes

Images: Downtown Moberly (Randolph County Historical Society),  
1888 Sanborn Map of Moberly (Library of Congress)

## 1. LETTER OF INTEREST WITH CONTACT INFORMATION

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal for a historic preservation plan for the City of Moberly. CMEC is a small, women-owned environmental and cultural resources consulting firm founded in Texas and serving clients nationwide. Our historic preservation services include historic resource surveys, archival research, historic contexts, preservation plans, survey plans, eligibility evaluations, and nominations for designation at the local, state, and national level. We regularly complete projects in accordance with state, federal, and/or grant funding requirements.

### Why choose CMEC?

- We will bring a fresh perspective to Moberly that firms who have completed multiple projects for the City in the past cannot. We have obtained and reviewed the prior historic surveys and preservation plan; we will absorb the key content while remaining objective and analytical to bring Moberly the best value in strategic preservation planning.
- We will not be recycling content from preservation plans for other municipalities; we will prepare a preservation plan informed by our nationwide experience, plus our understanding of Moberly's unique identity, history, and built environment.
- CMEC's diverse staff includes a team of public involvement practitioners, certified planners, fluent Spanish speakers, and over 30 cultural resources personnel, whose broad experience and expertise we will leverage for the City of Moberly's historic preservation plan.

We believe that we are exceptionally qualified to provide the requested services. We would be glad to provide additional information regarding our qualifications or speak with you directly to discuss our proposal.



Emily Reed  
**CMEC Historic Preservation Program Manager**  
**8401 Shoal Creek Boulevard, #100**  
**Austin, Texas 78757**  
**336-655-7933 (cell)**  
**[EmilyR@CoxMcLain.com](mailto:EmilyR@CoxMcLain.com)**

WE ———  
**APPRECIATE**  
——— **YOUR CONSIDERATION!**

## 2. SOI-QUALIFIED PERSONNEL

Each member of the CMEC team of historic preservation professionals meets or exceeds the SOI Standards and Guidelines for Historic Preservation with respect to Professional Qualifications as outlined in the Code of Federal Regulations, 36 CFR Part 61, and is committed to adhering to National Park Service (NPS) and the Missouri State Historic Preservation Office (SHPO) standards. Relevant qualifications and experience for each team member are summarized in the table below. Attached resumes for key team members include specific credentials that confirm SOI professional qualifications (see **Appendix A**).

Personnel Qualifications										
	Firm	Degree	Years of Experience	SOI Qualified Historian and/or Architectural Historian	Preservation/Survey Plan Experience	Public Involvement Experience	Project Management Experience	3+ Years Personnel Supervision	NRHP Authorship	Major Historic Context Authorship
<b>Project Manager</b>										
Emily Reed	CMEC	MS Historic Preservation	13	X	X	X	X	X	X	X
<b>Project Team</b>										
Madeline Clites	CMEC	MS Historic Preservation	12	X	X	X	X			
Adrienne Campbell	CMEC	MS Historic Preservation	24	X	X	X	X	X	X	X
Amy E. Dase	CMEC	MA History	33	X	X	X	X	X	X	X
Sandy Shannon	CMEC	Master of Heritage Conservation	7	X	X	X	X	X	X	X
Kory Van Hemert	CMEC	MS Architectural Conservation	2	X	X	X			X	
Marcus Huerta	CMEC	MS Architecture	4	X		X	X	X	X	X
Mitchell Ford	CMEC	MS Community and Regional Planning	1	X		X			X	
<b>GIS Specialist</b>										
Sara Laurence	CMEC	MA Anthropology	19		X		X	X		
<b>Technical Editor</b>										
Beth Hunter	CMEC	BA Northwestern University	32				X	X		

### ABOUT COX|MCLAIN ENVIRONMENTAL CONSULTING, INC.

Cox|McLain Environmental Consulting, Inc., is a certified women-owned environmental consulting firm of approximately 70 employees with offices in Texas, Oklahoma, Louisiana, and metropolitan Washington D.C. Founded in 2007, CMEC quickly established a reputation as one of the leading environmental consulting firms in the region, including one of the largest groups of historic preservation professionals (10). Additional CMEC staff include archeologists, urban planners, ecologists, public involvement specialists, GIS analysts, and a historic architect. CMEC is fully insured and can provide a certificate of insurance upon request.

Our historic preservation services include surveys of historic resources; historic context development; archival research; custom historic resources database development; eligibility evaluations; local, state, and NRHP nominations; preservation planning; survey planning; regulatory compliance; and community outreach and stakeholder engagement. CMEC's in-house GIS professionals are skilled in supporting historic preservation projects and producing a variety of historic resource mapping deliverables.

## A COMMITMENT TO EXCELLENCE

At CMEC, we take great pride in the quality of our work. We understand the importance of the record we are creating and the foundation it can provide for future projects. We understand that preservation plans are a long-term investment; our goal is to help the City of Moberly create an effective plan that reflects local goals and interests and that will serve as a foundation of future preservation initiatives. We have developed a three-part quality QA/QC process that holds three historic preservation professionals accountable for the work we deliver to our clients. Work products are self-checked by the primary author and then reviewed by the project manager and project principal. We also collaborate with an independent technical editor who specializes in cultural resource management documentation to produce deliverables with thoughtful content presented in a clear and concise manner. Recommendations are carefully considered through roundtable discussions with our most experienced preservation professionals. Our clients attest to the difference. We are frequently retained by municipalities after completing projects for subsequent preservation planning services.

## 3. PROJECT MANAGER AND KEY PERSONNEL

Our team of 10 preservation professionals is led by Historic Preservation Program Manager Emily Reed, who will serve as Project Manager and the single point of contact for the City of Moberly. Historic Preservation Specialist Madeline Clites, Senior Architectural Historians Adrienne Vaughan Campbell and Sandy Shannon, Senior Historian Amy Dase, Architectural Historians Marcus Huerta, Kory Van Hemert, and Mitch Ford, and GIS Specialist Sara Laurence will provide support. Profiles for team members are provided below. Resumes for key team members are included in **Appendix A**.

### PERSONNEL

**EMILY REED,  
MSHP**



**PROJECT  
MANAGER**

**Emily Reed** will serve as the Project Manager. Ms. Reed is an experienced architectural historian who leads CMEC's Historic Preservation Program, a group of 10 historians officed in three states. For this contract, Ms. Reed will oversee all project tasks, serve as the client's point of contact, lead public outreach, and ensure that the project is completed on time and on budget. She served as Chair of the City of Austin Historic Landmark Commission (HLC) during her five-year term (2015-2020), where she reviewed project proposals affecting historic resources and applied the City code. As HLC chair, she honed strategies for successful communication and consensus-building among regulators, historic preservation professionals, and the community. As a commissioner, she was also actively involved in the review of CodeNEXT (the ongoing rewrite of Austin's Land Development Code), offering analysis and recommendations for code revisions to strengthen protections and incentives for historic preservation.



**Ms. Reed is an expert in working with communities to further preservation goals.** She has completed scores of historic resources surveys, including 10 municipal surveys in the past 6 years. **Her team provided recommendations for City policy changes for several of the communities that CMEC surveyed.** As part of the 2021 Historic Preservation Plan for Tarrant County, the first county-wide historic preservation plan in Texas, she directed development of **custom historic resources survey plans for 41 municipalities.** She has a **depth of experience in public involvement activities.** She has planned and implemented public engagement strategies and coordinated a wide variety of meetings, ranging from small group sessions to open house events with over 100 attendees. She is familiar with the challenges in achieving consensus for preservation policy and is well prepared to assist the City of Moberly in this important endeavor.

Ms. Reed has worked on numerous **grant-funded projects** and is familiar with the specific reporting requirements and expectations. Ms. Reed has 15 years of project management experience and is adept at big-picture thinking and problem solving with a focus on client service. She holds a Bachelor of Arts in History from the University of North Carolina at Chapel Hill and Master of Science in Historic Preservation from the University of Texas at Austin. She has worked at CMEC for seven years, including three as Preservation Program Manager.

**MADELINE CLITES,  
MSHP**



**HISTORIC  
PRESERVATION  
SPECIALIST**

**Madeline Clites** is an experienced historic preservationist who previously served as the Certified Local Government Coordinator for the Texas Historical Commission (Texas State Historic Preservation Office), where she was responsible for 75 CLG cities and counties statewide. Ms. Clites managed the administration of the CLG subgrant program on behalf of the National Park Service which granted over \$130,000 to Texas CLGs annually. Ms. Clites has extensive experience advising city staff on design review, preparing staff reports, leading a preservation commission, and prioritizing preservation planning projects to address local challenges and meet CLG program standards. As CLG Coordinator, she evaluated CLGs every four years for compliance with state and NPS program requirements. She worked closely with city staff to develop a program to bring local programs back into good standing. Ms. Clites' experience also includes managing historic resources survey projects and recommending resources for local designation. She is a skilled public communicator who has planned and implemented a wide variety of public meetings and trainings about the benefits of preservation at the local level. Ms. Clites will participate in stakeholder and public involvement for the Moberly project and contribute to the development of the preservation plan. She holds a Bachelor of Arts in Historic Preservation from the University of Mary Washington and a Master of Science in Historic Preservation from the University of Kentucky. She recently joined CMEC after collaborating with CMEC historians on projects and community-based work.

**SANDY  
SHANNON,  
MHC**



**SENIOR  
ARCHITECTURAL  
HISTORIAN**

**Sandy Shannon** is an architectural historian with expertise in locally sponsored historic resources surveys and preservation planning. She began her career in preservation planning working for the City of Los Angeles' historic resources survey manager and consultants where she received extensive training and experience in innovative and cost-effective citywide survey methodologies and technologies. Prior to her career in preservation, she worked in academic research, where she gained valuable experience managing, compiling, and analyzing data. Her knowledge and skills were critical to the development of custom historic resources survey plans for Tarrant County, Texas and its 41 municipalities. She regularly serves as a Project Manager for municipal projects throughout the country, including those requiring various levels of documentation, analysis of previous documentation and survey gaps, evaluation of preservation ordinances, development of architecture contexts, and public involvement. Of relevance to the Moberly project, she has led the development and analysis of public questionnaires to identify historic properties and heritage tourism sites for projects in the City of Austin and the state of Maryland. Ms. Shannon will provide general support for the Moberly project, contribute to the analysis of questionnaire results and the development of the preservation plan, and participate in QA/QC. She holds a Master of Heritage Conservation from the University of Southern California and has worked at CMEC for over five years.

**ADRIENNE  
VAUGHAN  
CAMPBELL, MSHP**



**SENIOR  
ARCHITECTURAL  
HISTORIAN**

**Adrienne Vaughan Campbell** is an architectural historian with more than 20 years of experience in cultural resource management. She was a project reviewer and National Register program staff at the Texas SHPO from 2005 to 2012, where she reviewed survey projects for sound methodologies, completeness, accuracy, and valid recommendations. She has experience with surveys, NRHP nominations, and HABS/HAER documentation around the country. She is an experienced researcher and is skilled in the documentation and evaluation of resources. Ms. Campbell will provide general support for the Moberly project, contribute to the development of recommendations, and participate in QA/QC. She holds a Bachelor of Arts in Anthropology from the College of William and Mary and a Master of Science in Historic Preservation from the University of Texas at Austin. She has worked at CMEC for three years.

**AMY E. DASE,  
MA**



**SENIOR HISTORIAN**

**Amy Dase** is a historian with more than 30 years of experience. She has significant experience with property assessments, historic preservation, and related work, including research, documentation, assessment, and determining eligibility for the NRHP. She has authored more than 100 NRHP nominations, completed more than 250 historical resources studies involving NRHP eligibility evaluations, and participated in studies and projects in 10 states, each requiring coordination with the respective historic preservation office, project partners, and stakeholders. She was previously a project reviewer for the Texas SHPO, where she ensured survey projects and recommendations met SHPO and NPS standards. For the Moberly survey plan project, Ms. Dase will contribute to the development of recommendations, and participate in QA/QC. She holds a Bachelor of Arts in History from Northwestern University, a Master of Arts in History from Middle Tennessee State University, and completed PhD coursework in History at Texas A&M University. She worked at Prewitt & Associates for 20 years before it was acquired by CMEC in 2020.

**MARCUS  
HUERTA, MS**



**MITCH FORD,  
MS**



**KORY VAN  
HEMERT, MSC**



**ARCHITECTURAL  
HISTORIANS**

**Marcus Huerta, Mitch Ford, and Kory Van Hemert** are architectural historians experienced in archival research, contextual development, municipal survey projects requiring analysis and incorporation of existing surveys and documentation, and survey planning. They will provide general support for the Moberly project. Mr. Huerta holds a Master of Science in Architecture with a concentration in historic preservation from the University of Texas at San Antonio and has been with CMEC for 3 years. Mr. Ford holds a Master of Science in Community and Regional Planning from the University of Texas at Austin and has worked with CMEC for 1 year. Mr. Van Hemert holds a Master of Science in Architectural Conservation from the University of Edinburgh and has worked with CMEC for 2 years.

**SARA LAURENCE,  
MA****GIS MANAGER**

**Sara Laurence**, an archaeologist and GIS expert, will lead mapping efforts. She has 15 years of experience in archaeology and has expertise producing maps for both archeological and historic resources. Her understanding of cultural resources has enabled her to produce accurate maps quickly and efficiently. She is the dedicated GIS analyst for all historic resources projects at CMEC and has **extensive experience providing map and graphic products for our team**. Prior to each project, she consolidates and analyzes data from multiple sources in GIS to inform survey planning and fieldwork methodologies. For the Moberly preservation plan project, the team will rely on Ms. Laurence to prepare professional quality maps that are highly legible and compatible with ESRI ArcGIS software. She holds a Master of Anthropology from Texas A&M University and a GIS certificate from Pennsylvania State University. She has worked for CMEC for nine years.

## 4. CURRENT WORKLOAD

CMEC currently holds several indefinite deliverable contracts with sporadic assignments. The CMEC team has the depth of staff necessary to manage multiple assignments simultaneously. As a result, this team of responsible professionals will be 100 percent available when needed, or supported by additional qualified professionals, to ensure deliverables for this project are completed on time and on budget.

## 5. SUBCONTRACTORS

CMEC has the depth of staff to complete this project in-house and will not subcontract out any work.

## 6. DISADVANTAGED BUSINESS ENTERPRISE

Cox|McLain Environmental Consulting Inc. (CMEC) is a SBE/WBE/DBE/HUB-certified environmental consulting firm. We are registered as a HUB with the State of Texas, and hold DBE certification with the State of Virginia, the Oklahoma Department of Transportation, and the City of Austin, Texas. We are certified as a WBE with the cities of Austin and Houston, Texas, and with both the North Central Texas Regional Certification Agency (NCTRCA) and the South Central Texas Regional Certification Agency (SCTRCA). We are certified as a SBE with the Metropolitan Transit Authority of Harris County, Texas and the Texas Department of Transportation. All registrations and certifications are current.

## 7. REFERENCES

The following contacts will attest to the CMEC team's capabilities for completing similar projects.

**Sofia Nelson, Planning Director**

City of Georgetown, Texas

Phone: 512-930-3575

Email: Sofia.Nelson@Georgetown.org

Length of business relationship: 6 years (ongoing)

Services provided: Historic resources survey update and documentation of new properties, on-call consulting services

**Kyle Kramm, Main Street/Convention & Visitors Bureau Director, Historic Preservation Officer**

City of Seguin, Texas

Phone: 830-401-2448

Email: kkramm@seguintexas.gov

Length of business relationship: 2 years

Services provided: Historic resources re-survey and documentation of new properties, NRHP district amendment

**Nahketah Bagby, Director of Planning**

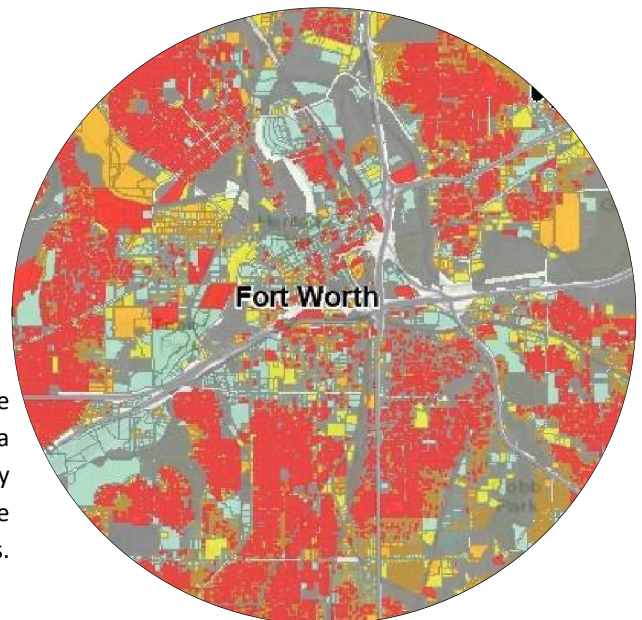
City of Covington, Louisiana

Phone: 985-867-1214

Email: NBagby@CovLA.com

Length of business relationship: 4 years (ongoing)

Services provided: Historic resources survey update and NRHP district amendment

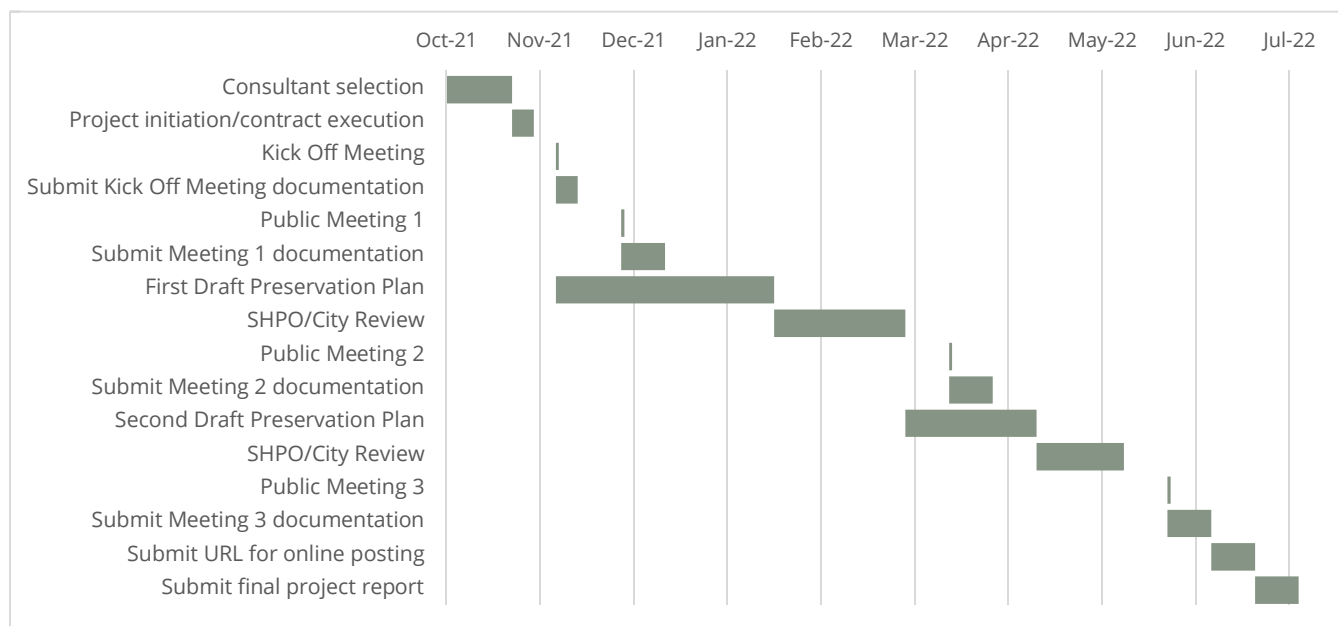


Excerpt of a chronology map of Fort Worth showing the earliest construction date for each parcel (prepared by Sara Laurence for the Tarrant County Preservation and Survey Plan). Analysis of GIS-based maps like this informs the development of our preservation plans.

## 8. SCHEDULE

We have read the Milestone/Payment Schedule in the City of Moberly's Historic Preservation Plan Grant Agreement with the Missouri Department of Natural Resources and **will bring our understanding of the grant requirements as well as our extensive prior experience with grants to bear to ensure that the project progresses smoothly and in accordance with all stipulations.** As the grant agreement deadline for initiating the project is November 25, 2021, the schedule below was prepared accordingly and accommodates completion in 245 from notice to proceed and **well in advance of the grant deadline of August 30, 2022.** The below tables present durations and key milestones for the project based on the anticipated start date and these stated preferences but could be adjusted as necessary following CMEC's selection as the vendor.

Task	Working Days Duration	Start Date	End Date	Calendar days duration	Contract Due date
Consultant selection	15	Oct 12, 2021	Nov 2, 2021	21	
Project initiation/contract execution	5	Nov 2, 2021	Nov 9, 2021	7	
Kick Off Meeting	0	Nov 16, 2021	Nov 16, 2021	1	
Submit Kick Off Meeting documentation	5	Nov 16, 2021	Nov 23, 2021	7	12/10/21
Public Meeting 1	0	Dec 7, 2021	Dec 7, 2021	1	
Submit Meeting 1 documentation	10	Dec 7, 2021	Dec 21, 2021	14	1/31/22
First Draft Preservation Plan	50	Nov 16, 2021	Jan 25, 2022	70	3/15/22
<i>SHPO/City Review</i>	<i>30</i>	Jan 25, 2022	March 8, 2022	42	
Public Meeting 2	0	March 22, 2022	March 22, 2022	1	
Submit Meeting 2 documentation	10	March 22, 2022	April 5, 2022	14	5/15/22
Second Draft Preservation Plan	30	March 8, 2022	April 19, 2022	42	6/15/22
<i>SHPO/City Review</i>	<i>20</i>	April 19, 2022	May 17, 2022	28	
Public Meeting 3	0	May 31, 2022	May 31, 2022	1	
Submit Meeting 3 documentation	10	May 31, 2022	June 14, 2022	14	6/15/22
Submit URL for online posting	10	June 14, 2022	June 28, 2022	14	7/31/22
Submit final project report	10	June 28, 2022	July 12, 2022	14	8/30/22



## 9. COST

CMEC proposes a budget of **\$28,921** for the project. A breakdown of labor and non-labor expenses is provided below. The proposed budget includes the estimate for each phase of work described above. The project would be structured as lump sum, to be billed on a percent-complete basis. Should the City request additional services during project initiation or during the project, the hourly fee schedule provided in this budget would be applicable.

### Cox|McLain Environmental Consulting, Inc.

Historic Preservation Plan for Moberly, Missouri

LABOR						
	Project Principal	Senior Historian	Historian	GIS Analyst	Admin/ Clerical/ Tech Editor	Totals
	Hours	Hours	Hours	Hours	Hours	Hours
<b>Task/Deliverable</b>						
Ongoing project management	12	12			12	36
Project kick-off meeting (virtual)	2	2	2		2	8
Public Meeting 1 (travel, prep, meeting, and documentation)	2	32	16	4		54
Draft 1 of HPP	8	32	40	6	8	94
Public Meeting 2 (travel, prep, meeting, and documentation)	4	24	6			34
Draft 2 of HPP	4	12	20	4	4	44
Public Meeting 3 (prep, meeting, and documentation)	4	16	16			36
Final HPP	2	2	4	1	1	10
<b>Total Labor Hours</b>	38	132	104	15	27	316
<b>Rate</b>	\$115.00	\$95.00	\$75.00	\$80.00	\$45.00	
<b>SUBTOTAL Labor</b>	\$4,370	\$12,540	\$7,800	\$1,200	\$1,215	\$27,125
DIRECT EXPENSES						
	Unit	Quantity	Rate		Total	
Rental Car	Day	5	\$80.00		\$400	
Fuel for Rental Car	Gallon	30	\$3.00		\$90	
Flight (coach)	RT	2	\$350.00		\$700	
Lodging (GSA rate + taxes)	Night	3	\$110		\$331	
Per Diem	Day	5	\$55		\$275	
<b>SUBTOTAL Direct Expenses</b>					\$1,796	

**TOTAL COSTS -  
CMEC**

**\$28,921**

10. WORK PLAN

PROJECT UNDERSTANDING

CMEC understands that the goal for this project is to develop a historic preservation plan that will guide strategic decision making about historic preservation in the city. The plan will have a city-wide scope and it will help identify historic resources, promote their value, and encourage the use of preservation as an economic development tool. We understand that the plan will meet the following identified goals:

- 1) The plan will aid the Moberly Historic Preservation Commission (HPC), city staff, and the public in making informed decisions regarding the support and increase the understanding of the City's historic and cultural assets.
- 2) The plan will highlight economic benefits of historic preservation and draw attention to incentives, grants, and other tools for redevelopment.
- 3) The plan will identify survey areas not yet inventoried, which will help the City prioritize survey work to be completed.
- 4) The plan will assist in enhancing relationships among Relators, developers, and the public.
- 5) The plan will acknowledge the recent adoption of the 2021 International Building Codes and relationship to historic preservation.

City of Moberly's 2010 Preservation Goals

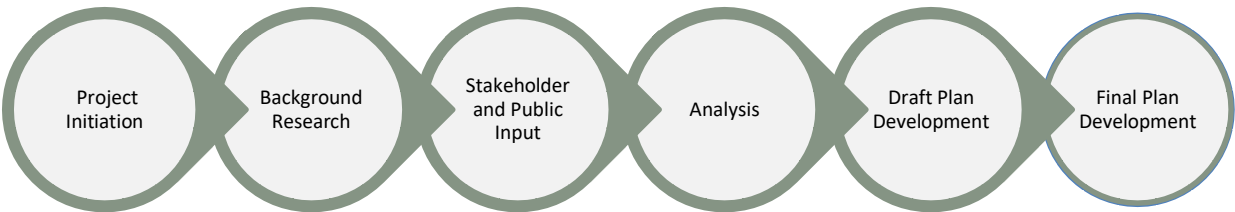
- A. Identify historic resources significant to Moberly's past
- B. Protect historic resources
- C. Establish economic incentives to encourage historic preservation
- D. Provide technical assistance for historic preservation
- E. Heighten awareness of historic preservation in Moberly and educate the public
- F. Develop support for historic preservation from individuals, not-for-profit groups, and businesses

*We have read the City's 2010 Historic Preservation Plan for background and perspective on current historic preservation goals.*

We understand that the plan will layout priorities, goals, and strategies for the City and the HPC to continue and strengthen preservation efforts in the City. Priority, goals, and strategies will be informed through public input from stakeholders, City staff, and the general public. We are committed to the City of Moberly and will help the city achieve these goals.

PROJECT TASKS

In this section, we describe the main principles guiding the project approach and provide a detailed description of the key project tasks and deliverables.



PROJECT TASKS | The key stages



## PROJECT INITIATION

Upon selection as the firm to prepare the historic preservation plan for the City of Moberly, CMEC will collaborate with the City and the HPC to develop a final scope and schedule and to prepare for the project. Items to discuss and finalize may include:

- Goal, objectives, and expectations
- Successes and failures with the existing historic preservation program
- Preliminary discussion of observed trends from City and stakeholder perspective that could shape the preservation plan
  - Areas threatened by redevelopment or neglect
  - Areas of special interest to the community
  - Properties or neighborhoods associated with underrepresented groups
- Prior survey and documentation
- Input from prior community meetings or surveys
- Successes and failures with community engagement
- Economic development priorities
- Identification of key community liaisons and resources
- Resources available
  - Prior survey records
  - Historical photos and property records
  - Historical building permits and records
  - Plat maps
  - Other archival material
  - GIS data
    - GIS parcel boundaries and Randolph County Assessor data
    - GIS shapefiles of previous survey areas
    - GIS shapefiles of existing Moberly notable properties and NRHP properties/districts
- Final schedule development

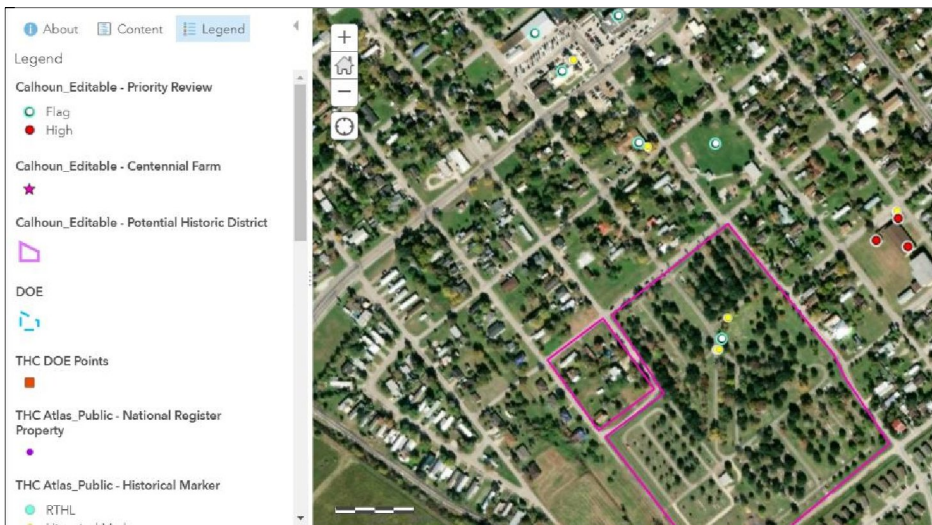
The decisions reached during this collaboration phase of the project will be documented in a final scope of work and project calendar. CMEC will submit this written document to the City prior to project commencement.

## BACKGROUND RESEARCH

This task will involve a review, assessment, and summary of the City of Moberly's existing preservation program, economic factors, and tools. CMEC will work with community members, City officials, City Council, the HLC, and stakeholders to assess the successes, failures, and general knowledge and reception of these existing programs, procedures, and tools. Any City programs or policies related to historic preservation will also be reviewed, assessed, and summarized. This assessment will help to help craft questions and discussions points for stakeholder interviews and public, and the summaries will be included in the final preservation plan. The existing programs, policies, and tools to be assessed include but are not limited to:

- Previous historic resources surveys and plans for Moberly's built environment, to include:
  - Moberly Historic Preservation Plan (2010)
  - *Commercial District, City of Moberly* (Keenoy Preservation, 2018)
  - *Moberly Downtown East Historic Resources Survey* (Rosin Preservation, 2017)
  - *Survey Report: Moberly, Randolph County, Architectural/Historical Survey* (Steven E. and Mary Aue Mitchell, 2007)
  - Surveys conducted for Section 106 compliance by agencies such as the Missouri Department of Transportation
- Historic Preservation ordinance and other applicable ordinances
- *Downtown Historic Preservation Guidelines* (2018)
- Procedures and processes for historic properties
- Policies and procedures for the Moberly HPC
- Applicable enforcement issues
- Legal requirements pertaining to historic resources, including CLG status, Section 106 issues, etc.

During this task, CMEC will create an online map using the ArcGIS Online (AGOL) platform and will conduct map-based analysis. The map will include the locations of previous survey projects, designated historic properties, current and georeferenced aerial images, and georeferenced Sanborn maps to facilitate analysis of changes to Moberly over time and significant periods of development.



Example of the type of GIS-based map CMEC will use to consolidate and analyze data. This map shows resources designated at the local, state, and national levels; previous survey data and NRHP determinations of eligibility; resources identified during contextual development; and other sources. Topographic map images, historical aerial images, and a color-coded layer showing the earliest construction date for each parcel can be turned on and off as base layers. CMEC historians used the application to identify high priority resources and areas for future documentation.

During this phase of the project, CMEC will conduct a general background review of the history of Moberly. It is CMEC practice to immerse ourselves in the history of the communities we work in to identify the important patterns, events, persons, property types, and cultural values of each place. A solid understanding of Moberly's history and broader historical trends is necessary to have informed conversations with stakeholders and members of the public and will inform the development of the brief historical narratives required for the preservation plan.

## STAKEHOLDER AND PUBLIC INPUT

Our experience has proven that stakeholder input and public outreach is an incredibly valuable tool for preservation projects. Not only does the community help to develop priorities and recognize opportunities for the preservation plan, but active engagement with the community can help to identify significant historic resources within the community and gain support for future preservation projects.

### *STAKEHOLDER INTERVIEWS*

Based on the results of our background research, we will conduct fact-finding interviews with individuals representing key stakeholder groups. Stakeholder interviews have two main objects:

- Providing an opportunity for stakeholder groups to share view and influence the outcome of the planning process.
- Ensure that the planning effort addresses issues of importance to those affected by the plan.

These interviews help to identify issues of concern to the members of the community most active and engaged in historic preservation. This information will be supported and supplemented by further investigation to determine the extent to which these issues prevail throughout the greater community. The CMEC team is committed to guaranteeing anonymity during the interview and reporting process, thus allowing participants to speak candidly.

Working with the City, the CMEC team will finalize the list of stakeholder groups, which may include the following:

- HPC members
- Local architects
- Local developers
- Local preservation stakeholders
- Main Street Moberly, Inc. members
- City personnel in key departments including Community Development and Administration

The CMEC team anticipates working with the City to select 10 stakeholders to interview for approximately 30 to 40 minutes each. We will draft a set of questions and provide the City the opportunity to edit or suggest question topics. A final, standard set of questions with an opportunity for open comments will be developed. Interviews will be summarized, and the findings will be incorporated into the historic preservation plan.

### *ONLINE QUESTIONNAIRE*

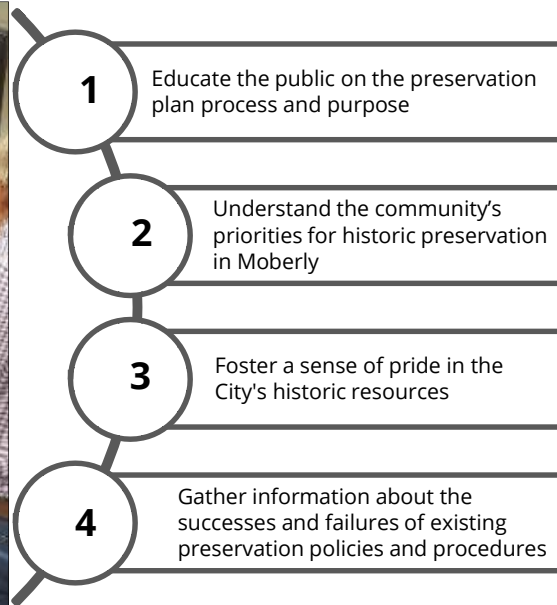
CMEC will develop a community questionnaire for the project, to measure the extent to which issues identified by stakeholders are important to the public as a whole. It will also help gauge the public's understanding of the current preservation program, gain feedback on successes, as well as roadblocks to preservation, and solicit recommendations. CMEC will develop the survey and solicit input and approval from the City. It can be distributed through the City website, local neighborhood associations, NextDoor message boards, and other relevant communication vehicles identified by the City and CMEC. The results of the questionnaire will be summarized, and the findings will be incorporated into the historic preservation plan.

## PUBLIC PLANNING MEETING

Following stakeholder interviews and the launch of the online questionnaire, CMEC will hold a public planning meeting at a venue selected by the City to identify and prioritize historic preservation issues in the community. At this meeting, the public will be introduced to the project, its goals, and opportunities for involvement. The data from our work on the project up to this point will be used as a basis for information-gathering activities at the meeting. This meeting is intended to be a working meeting that encourages public input. The meeting's sign-in sheet and minutes will be submitted to the City, and the findings will be incorporated into the historic preservation plan.



CMEC public involvement



## DRAFT PRESERVATION PLAN

During this task, the CMEC team will use the data and feedback collected from the City, stakeholders, and public; the assessment of existing tools; and historical background review to develop a draft historic preservation plan. The preservation plan document is expected to include the sections listed below.

- Cover Page
- Table of contents
- Introduction
  - Explanation of the purpose of the plan
  - Brief history of Moberly, including an overview of previous preservation efforts
  - Summary of the benefits of historic preservation in Moberly, including economic benefits
- Methodology
  - Description of how the preservation plan was developed
- Background Information
  - Explanation of Moberly's current historic preservation process
  - Review of the existing historic preservation ordinance

- Identification of previously surveyed areas of the city and existing properties and districts listed at the local level or in the NRHP; to include images, GIS-based maps, and dates of designation
- Stakeholder and Community Input
  - Summary of interviews, questionnaire, and meetings
  - Summary of stakeholder and community priorities
  - Summary of stakeholder and community visions for preservation
- Strategic Plan
  - A clear and concise articulation of the City's long-range vision for historic preservation, including a timeline
  - Goals, objectives, and implementation strategies for historic preservation in Moberly
  - Recommendations for revisions to the Moberly historic preservation ordinance
  - Areas and individual properties to prioritize for future research and survey; to include a summary history of areas recommended for future survey
- References Cited
- Appendices
  - Glossary of relevant terms and acronyms
  - Relevant ordinances, codes, legislation, and/or policy
  - Revised Moberly historic preservation ordinance
  - Architectural style guide of common styles in Moberly, based on Virginia McAlester's *A Field Guide to American Houses* (2013) and other standard style sources used by historic preservation professionals
  - Summary of incentives, grants, and other tools for historic preservation and rehabilitation
  - Supplemental maps and images

The plan will be a clearly written and concise document that commission members, staff, and the public can readily use. It will be prepared using the *Chicago Manual of Style* (17<sup>th</sup> edition) and reviewed by our technical editor. Following internal review and our three-part QA/QC process, CMEC will submit one electronic draft of the plan for the City's review and comment. The City's representative will distribute the draft to project stakeholders (i.e. HPC) as desired, review staff and stakeholders' comments, and compile a final refined set of comments into a comment matrix. CMEC will revise the plan based on City comments and submit a draft plan to the SHPO for review.

## PRESENTATION OF DRAFT PLAN

Following development of the draft preservation plan and review by the City and SHPO, a public meeting advertised by the City and held at a venue selected by the City and will include CMEC, City staff, the HPC, and the public to review the work accomplished thus far and the recommendations in the draft preservation plan. At this time, we will solicit additional feedback on areas of interest and/or concern. We understand that the draft preservation plan will be made available at City Hall and on the City's website. For similar projects, we have had success hosting a Google Sheets document for members of the public to enter comments in a matrix. Alternate methods (e.g. paper/mailed comment forms) will also be offered, to ensure that there is an opportunity for accessible and meaningful public comment. The meeting's sign-in sheet and minutes will be submitted to the City, and the findings will be incorporated into the historic preservation plan.



CMEC historian presenting a report and recommendations at a public meeting.

## FINAL PRESERVATION PLAN

CMEC will make the needed revisions to the draft preservation plan based on City, SHPO, and public input and prepare the final historic preservation plan. The final report will contain all the sections and information presented in the draft preservation plan. CMEC will send the City one final electronic copy of the final report and will send the SHPO one color hard copy and one electronic copy of the final report.

## PRESENTATION OF FINAL PLAN

The final public meeting will be held virtually and will be recorded so that it can be available to the public long-term. The City would host the final historic preservation plan on the City's website and provide a copy at City Hall, and would advertise the meeting. During our presentation, CMEC will present the final historic preservation plan findings and recommendations to the public. This presentation could be held during a regular HLC meeting to facilitate maximum participation from stakeholders.

## 11. OUR EXPERIENCE

### OUR EXPERTISE

We specialize in working with communities to tackle complex, multi-faceted historic preservation projects.

We have highlighted our areas of expertise most applicable to the historic preservation plan for the City of Moberly.

#### PRESERVATION PLANNING

Our team has extensive experience with preservation planning for individual historic resources, historic districts, and municipalities. We combine community input; previous reports and data; on-site investigations; the analysis of existing codes and guidelines; and client and public priorities to develop recommendations that can feasibly be applied to short-term and long-term preservation goals.

#### COMMUNITY INVOLVEMENT

Community involvement is at the center of our preservation projects and, along with the City and agency officials, directs priorities and opportunities for recommendations. The input, education, and engagement of the community is key to establishing and maintaining successful long-term preservation goals.

#### PROJECT MANAGEMENT

Project Manager Emily Reed has a proven track record of overseeing the completion of preservation planning projects that exceed client expectations and are on time and on budget. Our team emphasizes clear and effective communication with the client, stakeholders, and the public. Our projects are regularly reviewed and accepted by SHPOs with little or no revisions. We recognize that each project is different, and our planning process is well-developed and customized to meet our clients' needs.

#### ORDINANCE EVALUATION & PRESERVATION PLANNING RECOMMENDATIONS

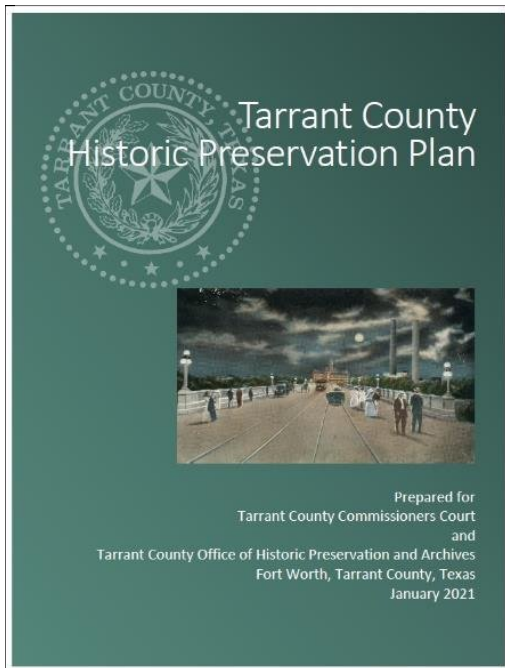
Our team has experience evaluating and implementing preservation codes and ordinances. Team members Emily Reed and Madeline Clites served on local historic commissions and actively applied preservation codes to proposed projects. As part of our survey projects, our team regularly reviews codes and ordinances for opportunities for improvement and makes recommendations for future preservation planning activities.





## PAST PERFORMANCE

Selected relevant projects and contacts for references are provided below.



### CLIENT CONTACT

Dawn Youngblood  
Historic Preservation and Archives Officer  
Tarrant County  
(817) 884-3272

### TARRANT COUNTY, TEXAS HISTORIC PRESERVATION AND SURVEY PLAN, 2019-2021

Historians from Cox|McLain Environmental Consulting (CMEC) contributed to a historic preservation and survey plan for Tarrant County, the first countywide plan in Texas. The document involved a summary of the current state of preservation, an inventory of previously surveyed and designated properties, development of goals and objectives; a multiple-year survey plan; and an implementation plan. The project required public involvement and close collaboration with the County Historical Commission. CMEC led the creation of the GIS-based inventory, which combined digitized and previously undigitized data from numerous historic resources surveys and resources designated at the local, state, and national level; developed a customized survey plan for 41 municipalities and unincorporated areas of the county, requiring extensive GIS analysis and development of a list of priority sites for future documentation and evaluation; and coordinated public outreach.

The scope of the project began in August 2019, first focusing on gathering data from prior historic resources surveys and examples of existing preservation policies and ordinances countywide. Through the fall of 2019 and winter of 2020, consulting work included public outreach and involvement, engagement with County and municipal staff, coordination with multiple preservation groups, and other stakeholders with a demonstrated interest in historic preservation. Three draft plans followed, and comments from Tarrant County, the THC, and public stakeholders were reviewed and addressed. The plan developed seven tailored goals: updating the countywide historic resources survey, promoting economic benefits and incentives, increasing the number of historic designations, enhancing public policies encouraging preservation, relationship building and working with municipalities, continuing public outreach and involvement efforts, and creating a record of the prehistory and archaeology of Tarrant County.



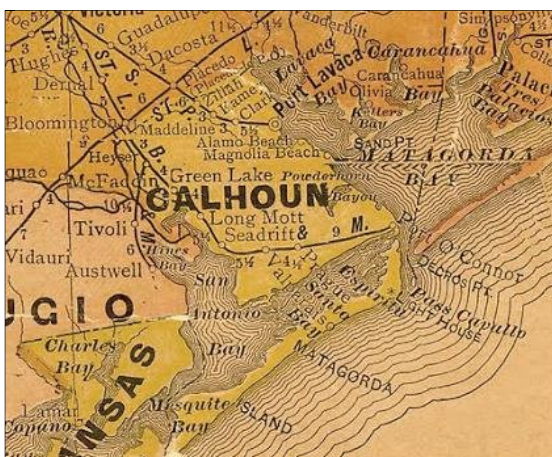


#### CLIENT CONTACT

Sofia Nelson  
Planning Director  
City of Georgetown  
(512) 931-3581

#### PUBLIC OUTREACH, MODERATION, AND ANALYSIS OF CERTIFICATE OF APPROPRIATENESS PROCESS FOR THE CITY OF GEORGETOWN, TEXAS, 2018

As part of CMEC's On-Call Historic Preservation Planning contract with the City of Georgetown, CMEC was retained to assist the City with evaluation of their historic preservation policies. CMEC guided the City through a process to **solicit and analyze feedback from local citizens, developers, and other stakeholders** about the certificate of appropriateness (COA) process and their experience with the Planning Department regarding historic preservation. The feedback was gathered through a series of focus groups (including architecture and design professionals, residential applicants, commercial applicants, and real estate professionals) and during open office hours. The office hours allowed interested citizens to share their views on the COA and Historic and Architectural Review Commission (HARC) process with CMEC historians. These **interview sessions**, which were held in advance of the focus groups, allowed CMEC to optimize the questions for the focus group sessions and to hear input from additional members of the community. CMEC historians prepared a series of targeted questions for each focus group session based on discussion with the City. As part of this initiative, **quantitative surveys were administered to members of the community**. Respondents included over 600 HARC applicants, HARC Commissioners, owners of property in the historic resources survey area or in a historic district, and general community members. CMEC analyzed the results of the questionnaire and focus group discussions and prepared a report on the key findings.



#### CLIENT CONTACT

Justin Kockritz  
Lead Reviewer, Federal Programs  
Texas Historical Commission  
(512) 936-7403

#### COUNTYWIDE SURVEYS OF ARANSAS, CALHOUN, AND REFUGIO COUNTIES, TEXAS, 2020-ONGOING

CMEC is part of a team conducting countywide historical resources surveys of three large, rural coastal Texas counties that have been minimally documented. The Texas SHPO (Texas Historical Commission [THC]), commissioned the project through an NPS grant, the first project of its kind in the state. The multi-year project, which will culminate in documentation and evaluation of thousands of properties constructed before 1974, requires intensive planning including a comprehensive literature review for each county, identification and mapping of known historical resources, public and stakeholder involvement, development of countywide historical context statements, and survey and fieldwork methodology plans. Windshield surveys and GIS analysis informed the development of the **survey plan for each of the three counties which will guide fieldworkers on survey priorities and applicable levels of documentation**.

**CLIENT CONTACT**

Elizabeth Brummett  
Development Services Manager  
City of Austin  
(512) 974-1264

### **CITY OF AUSTIN, TEXAS HISTORIC BUILDING SURVEY OF NORTH LOOP, HANCOCK, AND UPPER BOGGY CREEK, 2019–2020**

The City of Austin selected CMEC to conduct a historic resources survey of over 4,000 resources constructed prior to 1974 in the northeast half of North Central Austin. CMEC prepared historic contexts for the survey area which addressed major development, architecture, transportation, economic, and social trends in the history of the city and the survey area's neighborhoods. To prepare for the fieldwork, CMEC historians conducted an early windshield survey to identify high priority resources and districts and to create a **survey plan** for the large team of field workers. The project also involved **extensive public engagement** activities including public meetings, letters to property owners, a questionnaire in English and Spanish, social media posts, outreach to neighborhood associations, and oral history interviews. In addition to identification of resources and districts recommended eligible for local and NRHP designation and potential **heritage tourism sites**, our report included **recommendations for future preservation planning work** that would maximize city resources and a **visual architectural context of common styles in the survey area**.

**CLIENT CONTACT**

Catherine Gorman  
Historic Preservation Planner  
City of Galveston  
(409) 797-3665

### **CITY OF GALVESTON, TEXAS HISTORIC RESOURCES SURVEY, 2017–2018**

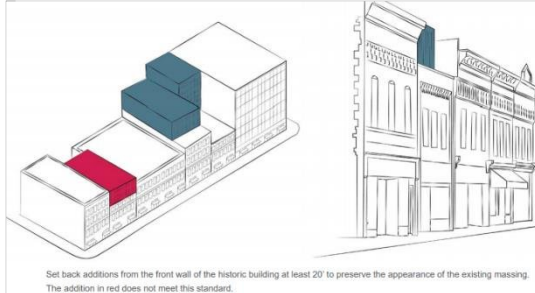
The City of Galveston retained CMEC in 2017 to develop a historic context statement focusing on the mid-twentieth century in Galveston and to undertake a survey of Mid-Century Modern resources across the city. **The project required a survey plan to identify the resources to be documented in the citywide effort.** The resources selected to be documented were identified through archival research, analysis of appraisal district data, and **coordination with City staff and local preservation stakeholders** and comprised a wide variety of property types. CMEC developed a custom database to collect information about each property in tablets during fieldwork and produce an inventory form for each resource. For the Harbor View neighborhood, CMEC conducted intensive-level research of the history of the subdivision and developer and completed a comparative analysis of other postwar neighborhoods in Galveston. As a result of the citywide assessment of Mid-Century Modern resources, 36 were recommended eligible as local landmarks and/or NRHP properties. The survey was conducted in compliance with SHPO standards and approved by the SHPO in 2018.

**CLIENT CONTACT**

Dan Kassik  
Planner  
City of Guthrie  
(405) 282-0190

### INTENSIVE LEVEL SURVEY OF GUTHRIE HISTORIC DISTRICT, GUTHRIE, OKLAHOMA, 2019

The City of Guthrie commissioned CMEC to conduct an intensive level architectural/historic resources survey of the Guthrie Historic District, a commercial district originally listed in the NRHP in 1974 and subsequently updated in 1987. A subset of historic resources within the district was listed in the National Historic Landmark (NHL) Program in 1999. The primary objective of the intensive level survey was to provide documentation to support an update to the NHL district nomination. **A key aspect of the project was analyzing and mapping the various levels of prior documentation to identify gaps and guide the survey.** CMEC also provided individual recommendations for resources within the survey area not already listed in the NRHP as part of the Guthrie Historic District NHL or Guthrie NRHP District; and provided recommendations for resources in the survey area that would be contributing or noncontributing to the larger Guthrie Historic District NRHP. The project, which evaluated 127 historic-age resources, **included recommendations for future windshield- and intensive-level survey work and other preservation planning activities.**

**CLIENT CONTACT**

Cara Bertron, City of Austin  
cara.bertron@austintexas.gov  
(512) 974-3393

### CITY OF AUSTIN, TEXAS | DEVELOPMENT OF CITYWIDE DESIGN STANDARDS FOR LOCAL HISTORIC DISTRICTS, 2018-2021

CMEC'S Historic Preservation Program Manager Emily Reed and Historic Preservation Specialist Madeline Clites were selected as members of the Design Standards Working Group, a team of historic preservation professionals who worked to create a new set of historic design standards for the City of Austin. The goal of the project was to provide clear, user-friendly standards and guidelines for all historic property owners and to simplify the historic district application process. The document includes an explanation of when the standards must be followed and how to apply them, including a glossary.



## Appendix A

# RESUMES



Post-World War II housing development on Woody Avenue  
(Randolph County Historical Society)

## EMILY REED, MSHP

### Historic Preservation Program Manager



COX | McLACHLEN  
Environmental Consulting

#### EXPERTISE

Ms. Reed is an Architectural Historian with over a decade of experience in property assessments, historic preservation, and related work, including research, documentation and regulatory compliance. She manages a team of 10 historians in three states. Her expertise includes preservation planning; surveying, assessing, and documenting historic properties and determining eligibility for local, state, and national historic designation; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

#### SELECTED PROJECTS

**Historic Preservation Plan for Bryson Farmstead, Leander, Williamson County, TX**—CMEC teamed with Fisher Heck Architects to develop a historic preservation plan for the Bryson Farmstead, in fulfillment of a Section 106 Memorandum of Agreement to resolve adverse effects to the historic property from a roadway project. CMEC conducted an archeological survey with shovel testing and metal detecting to identify areas of highest probability for significant deposits to assist with planned programming for the site. CMEC historians are assisting the architects with a chronology analysis for the buildings on the site, including a 19<sup>th</sup> century residence and barns. 2021-present.

*Client contact: Mark Navarro | Fisher Heck Architects | 210-299-1500 | mnavarro@fisherheck.com*

**Historic Preservation Plan/Survey Plan for Tarrant County, TX**—CMEC contributed to the Historic Preservation Plan for Tarrant County, the first countywide historic preservation plan in Texas. The plan involved a summary of the current state of preservation in the county, an inventory of previously surveyed and designated properties, development of goals and objectives; a historic resources survey plan; and an implementation plan. The plan also included public involvement and close collaboration with the County Historical Commission. CMEC directly contributed to public outreach, the inventory, development of a customized survey plan for 41 municipalities and the unincorporated areas of the county, and sample scopes of work for future surveys. The project required incorporating participation from a broad range of partners and stakeholders. 2019-2020.

*Client contact: Dawn Youngblood | Tarrant County | 817-884-3272 | dayoungblood@tarrantcounty.com*

**Preservation Plan for the University of Texas Forty Acres, Austin, Travis County, TX**—Graduate Research Assistant and co-author of the preservation plan for the historic core of UT's campus funded by the Getty Foundation. Work included development of a historic context and management plan based on a comprehensive survey of conditions of the exteriors of buildings, including laboratory and field testing of conservation methods for a representative set of buildings. 2008-2010.

*Client contact: Fran Gale | University of Texas at Austin | 512-475-6963*

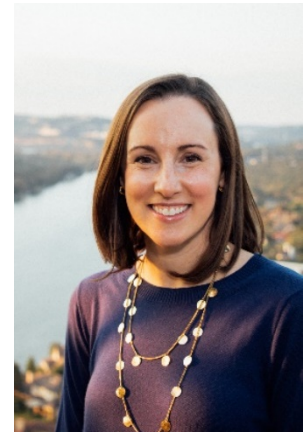
**Development of Citywide Design Standards for Local Historic Districts, City of Austin, TX**—Ms. Reed was selected as a member of the Design Standards Working Group, a group of historic preservation professionals who worked to create a new set of historic design standards for the City of Austin. The goal of the project was to provide clear, user-friendly standards and guidelines for all historic property owners and to simplify the historic district application process. Document includes an explanation of when the standards must be followed and how to apply them, including a glossary. 2018-2021.

*Client contact: City of Austin | 512-974-3393 | preservation@austintexas.gov*

**Due Diligence Research for Historic Properties, Stone County, MO**—Completion of a due diligence report regarding a proposed communications tower in Stone County, Missouri. Report included analysis of available online resources to identify NRHP-listed or eligible properties within the largest possible potential APE and an explanation of the Section 106 process in regard to communications towers per the 2004 FCC Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process. 2020.

*Client contact: Kip Lathrum | 650-861-5534*

**Public Outreach and Analysis Regarding Certificate of Appropriateness Process for the City of Georgetown, TX**—Ms. Reed was retained by the City of Georgetown to solicit feedback from local citizens, developers, and other stakeholders about the certificate of appropriateness process and their experience with the Planning Department with regard to historic preservation. The feedback was gathered through a series of focus groups (including architecture and design professionals, residential and applicants, and real estate professionals) and held open office hours. CMEC prepared a series of targeted questions for each focus group session based on discussion with the City and Ms. Reed moderated the sessions. CMEC prepared a report on the key findings identify instances where



#### Education

MS, Historic Preservation, University of Texas at Austin, 2010

BA, History and Art History, University of North Carolina at Chapel Hill, 2006 (Phi Beta Kappa)

#### TxDOT Precertifications

Sequence #19120

1.8.1 Public Involvement

2.7.2 Section 4(f) for Historic Properties

2.15.1 Historical Research

2.15.2 Historical Surveys

2.12.1 Socio-Economic and Environmental Justice Analyses

2.14.1 Environmental Doc. Preparation

#### Specialties

- Management of complex projects
- Preservation planning
- Coordination with public and stakeholders

#### Professional Activities and Continuing Education

City of Austin Historic Landmark Commission, 2015-2020

Society of Architectural Historians

Preservation Austin

Arkansas SHPO Survey Training, 2020

National Preservation Institute, Section 4(f) Compliance for Historic Properties, May 2019

Virginia Department of Historic Resources, VCRIS Training, May 2019

2019 ACEC Texas Leadership Academy

Project Management Seminar, ACEC Texas/ John Geddie & Associates, February 2018

NPI Historic Bridge Training: Management, Regulations, and Rehabilitation, April 2017



sentiments heard in the focus groups and office hour interviews were consistent with questionnaire survey data. 2018.

*Client contact: Sofia Nelson, Planning Director | City of Georgetown | 512-931-7611 | Sofia.Nelson@Georgetown.org*

**Historic Resources Survey for City of Graham, Alamance County, NC**—Principal Investigator for a locally-sponsored historic resources survey of the downtown commercial district. CMEC is tasked to conduct historic context research, complete a survey update for the Graham Historic District (listed in the NRHP in 1983), and survey additional proximate properties. The district comprises the courthouse square and its surrounds, including mid-nineteenth to early twentieth century commercial, institutional, and residential resources associated with the early development of Graham that reflect popular architectural styles and building trends of the era. CMEC will guide the City through an update to the NRHP listing, including consideration of boundary and period of significance changes. 2021-present.

*Client contact: Cameron West | City of Graham | 336-570-6700 | cwest@cityofgraham.com*

**University Park Survey and NRHP District Nomination for City of Little Rock, Pulaski County, AR**—Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, CMEC will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards.

*Client contact: Brian Minyard, Urban Designer | City of Little Rock | 501-271-4789 | bminyard@littlerock.gov*

**Historic Resources Surveys of Aransas, Calhoun, and Refugio Counties, Texas**—Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of countywide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

*Client contact: Mary Alfson-Tinsman | JMT | 215-496-4728 | malfson@jmt.com*

**Historic Building Survey for North Loop, Hancock, and Upper Boggy Creek Neighborhoods, City of Austin, Travis County, TX**—Project Investigator for grant funded survey of over 4,000 resources constructed prior to 1974 in the northeast half of North Central Austin. Project includes survey documentation of fields on the THC survey form, historic context development, public outreach in English and Spanish, oral history interviews, archival research, and development of recommendations regarding historic districts, individual landmarks, and potential heritage tourist destinations. Historic district summaries were prepared for each potential district (eight total) that will serve as the foundation for neighborhood groups that wish to pursue formal designation. Report also included recommendations for future survey plans, future outreach with owners of historic properties, collaboration with stakeholders to promote heritage tourism, and code modifications. 2019-present.

*Client contact: Elizabeth Brummett | City of Austin | 512-974-1264 | elizabeth.brummett@austintexas.gov*

**Amarillo Helium Plant Oral History Event, Amarillo, for TxDOT, TX**—Planned and implemented an event for TxDOT as part of mitigation for a project that required acquisition of the eastern section of the NRHP eligible Amarillo Helium Plant. TxDOT committed to gathering information about the plant from retirees and others familiar with the operations in an MOA. CMEC worked closely with TxDOT to develop materials and widely publicize the event through television ads, radio spots, and social media. The event was also promoted through direct coordination with several local stakeholders, including the Amarillo Historical Preservation Foundation and Amarillo City Center. CMEC interviewed plant retirees and scanned and photographed the memorabilia (including scrapbooks, pictures, and official plant documents) to create a digital repository to serve future researchers. 2018.

*Client contact: Mark Brown | TxDOT | 512-416-2600 | mark.brown@txdot.gov*

**Historic Resources Survey and NRHP Amendment for City of Covington, LA**—The City of Covington retained CMEC to develop a comprehensive and up-to-date inventory of historic-age properties within the Division of St. John NRHP District. CMEC re-surveyed resources documented in the NRHP nomination and surveyed resources that reached historic-age since the 1982 nomination (300 total). Also conducted a windshield survey of surrounding areas to identify and document potentially eligible properties. Public involvement tasks involved public meetings and coordination with local historians. Deliverables included an updated historic context, recommendations for a NRHP boundary change, identification of contributing and noncontributing resources within the existing NRHP district, results of a windshield survey, recommendations for future survey efforts, and a list of resources that may be eligible for local, state, or national designation. Also assisting the City with a formal update to the NRHP nomination with the NPS. 2017-2018.

*Client contact: Nahketah Bagby | City of Covington | 985-867-1214 | nbagby.covla.com*

**Historic Resources Survey for City of Georgetown, TX**—Principal Investigator for a survey of over 3,300 parcels in downtown Georgetown and its surrounds. Assigned a preservation priority to each property, identified candidates for local landmark and NRHP designation, and made recommendations regarding future survey plans, preservation code revisions, and updates to the boundaries of existing historic districts. Hosted a "Mobile Workshop" to educate the public about the effort as well as survey methodologies promoted by THC. Made presentations to City officials and the general public, and hosted public office hours. 2016-2017.

*Client contact: Sofia Nelson | City of Georgetown | 512-931-7611 | sofia.nelson@georgetown.org*

# MADELINE CLITES, MSHP

## Historic Preservation Specialist



COX | McL  
Environmental Consulting

### EXPERTISE

Madeline Clites is an experienced historic preservationist who previously served as the Certified Local Government coordinator for the Texas Historical Commission (Texas State Historic Preservation Office), where she was responsible for 75 CLG cities and counties statewide. Ms. Clites managed the administration of the CLG subgrant program on behalf of the National Park Service which granted over \$130,000 to Texas CLGs annually. She advised city staff on design review, staff reports, leading a preservation commission, and prioritizing preservation planning projects to address local challenges and meet CLG program standards. Ms. Clites' experience also includes managing historic resources survey projects and developing GIS tools to help city governments better track changes to historic buildings. She is a skilled public communicator who has planned and implemented a wide variety of public meetings and trainings about the benefits of preservation at the local level. She served as a member of the City of Austin's Design Standards Working Group, a team of preservation professionals working to create new citywide historic design standards. She currently volunteers on the Board of Historic Richmond and is a member of the National Alliance for Preservation Commissions. Ms. Clites meets the Secretary of the Interior's professional qualifications for Architectural Historian.

### SELECTED PROJECTS

**Historic Resources Survey Update, Pine Bluff-Fitzhugh National Register District, City of Paris, TX**—Led the re-survey of the Pine Bluff-Fitzhugh National Register district in preparation for its local designation. The district was listed in 1988 under Criterion A as a post WWI streetcar suburb that was rebuilt after Paris' Great Fire in 1916. The survey area comprised approximately 90 resources, most of which required incorporation and comparison of previous survey data. The project was partially funded with a CLG grant and is being completed in accordance with SHPO and NPS standards.

*Client contact: Cheri Bedford, Historic Preservation Officer | City of Paris | 903-784-9293 | cbedford@paristexas.gov*

**Legacy Survey Digitization, Paris, TX**—Development of a geodatabase to store survey data collected from previous surveys and to incorporate future surveys efforts, all of which are represented as unique layers. An added layer called the Historic Building Inventory allows City staff to update information about each historic property as changes occur, track vacancy, the use of economic incentives, and Certificate of Appropriateness applications. Through the geodatabase, historic building information is available to all City staff and can be layered with zoning or public utility GIS data to encourage better project outcomes. A subsection of the data housed in the geodatabase is presented in a webmap application available to the public on the City's website. Project completed in 2021.

*Client contact: Cheri Bedford, Historic Preservation Officer | City of Paris | 903-784-9293 | cbedford@paristexas.gov*

**Historic Resources Survey Update, Paris Commercial Historic District, City of Paris, TX**—Re-survey of the Paris Commercial Historic District in preparation for a future NRHP amendment. The district was listed in 1988 under Criteria A and C in the areas of Community Planning and Development, Commerce, and Architecture. The survey area included approximately 200 resources representing a high concentration of early twentieth century styles all built within a narrow timeframe following the Great Fire of 1916. Project completed in 2020.

*Client contact: Cheri Bedford, Historic Preservation Officer | City of Paris | 903-784-9293 | cbedford@paristexas.gov*

**Preservation Plan, City of Corpus Christi, TX**—Development of a preservation plan with a focus on identifying and preserving places, spaces, and landscapes of cultural significance associated with African American and Mexican American communities in Corpus Christi. The project included a robust community engagement program which garnered 752 community member responses with over 12,000 individual comments during the public outreach survey phase. This project is partially funded by a Texas CLG grant and is being prepared in accordance with THC and NPS standards and grant requirements.

*Client contact: Nina Nixon-Mendez, Historic Preservation Officer | City of Corpus Christi | 361-826-3276 | ninam@cctexas.com*

**Historic Interiors Grant Program, City of Austin, TX**—Development of an expansion to the city's current historic exteriors grant program to historic interiors, targeting underserved communities. Ms. Clites helped lead the community engagement and stakeholder interview phase of the project. Due to a reduction in Hotel Occupancy Tax funding, this project is currently on hold.

*Client contact: Sehila Mota Casper, Heritage Tourism Program Coordinator | City of Austin | 512-974-7870 | sehila.casper@austintexas.gov*



### Education

MS, Historic Preservation, University of Kentucky, 2011

BA, Historic Preservation, University of Mary Washington, 2009

### Specialties

- Local Preservation Topics
- Community Engagement and Outreach
- Certified Local Government (CLG) Requirements and Funding Opportunities

### Professional Activities and Continuing Education

Historic Richmond Junior Board Executive Committee, Treasurer

Preservation Virginia

National Alliance for Preservation Commission

ARCUS Professional Fellowship for Preservation Leaders (2018)

Texas Dance Hall Preservation, Advisory Board Member

City of Austin Historic Landmark Commission, 2015-2016

Preservation Austin, Chair of the Greening Your Vintage Home Series and Children's History Hunt (2014-2019)

Virginia Department of Historic Resources, VCRIS Training, January 2021



## SANDY SHANNON, MHC

### Senior Architectural Historian



COX | MCGINNIS  
Environmental Consulting

#### EXPERTISE

Ms. Shannon is an Architectural Historian with experience in property assessments, historic preservation planning, and related work, including research, documentation, and regulatory compliance. She has participated in a wide range of windshield, reconnaissance, and intensive-level survey projects across several states. Her expertise includes surveying, assessing, and documenting historic properties and evaluating eligibility for the National Register of Historic Places; archival research; local landmark and NRHP nominations; historic context development; and preservation planning. She meets the Secretary of the Interior's professional qualifications for Architectural History.

#### SELECTED PROJECTS

**Historic Preservation Plan/Survey Plan for Tarrant County, TX**—CMEC contributed to the Historic Preservation Plan for Tarrant County, the first countywide historic preservation plan in Texas. The plan involved a summary of the current state of preservation in the county, an inventory of previously surveyed and designated properties, development of goals and objectives; a historic resources survey plan; and an implementation plan. The plan also included public involvement and close collaboration with the County Historical Commission. CMEC directly contributed to public outreach, the inventory, development of a customized survey plan for 41 municipalities and the unincorporated areas of the county, and sample scopes of work for future surveys. The project required incorporating participation from a broad range of partners and stakeholders. 2019-2020.

*Client contact: Dawn Youngblood | Tarrant County | 817-884-3272 | dayoungblood@tarrantcounty.com*

**Historic Resources Survey of Lydick's First Addition for City of Norman, Cleveland County, OK**—Historian for survey of a mid-twentieth century residential neighborhood with 83 parcels. Goal of the survey was to assess for individual and district NRHP eligibility. Deliverables included survey report, context and neighborhood developmental history, documentation of resources within the survey area, an NRHP eligibility assessment, and recommendations for preservation planning opportunities for mid-century neighborhoods. 2017-2018.

*Client contact: Anais Starr | City of Norman | 405-366-5392 | anais.starr@normanok.gov*

**Historic Resources Surveys of Aransas, Calhoun, and Refugio Counties, Texas**—Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of countywide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

*Client contact: Mary Alfson-Tinsman | JMT | 215-496-4728 | malfson@jmt.com*

**Graham Historic District Re-Survey and NRHP Amendment for City of Graham, NC**—Historic resources survey of the Graham Historic District and its surrounds, comprising nineteenth and twentieth century commercial, institutional, and residential properties. The district was listed in the NRHP in 1983 under Criterion A in the areas of Commerce, Industry and Politics/Government, and under Criterion C in the area of Architecture and has not been re-documented since. CMEC completed a historic resources survey and prepared a Study List application, the North Carolina SHPO's DOE request process, for a revised boundary and period of significance. The Study List is pending review. Following approval, CMEC will prepare an official amendment to the nomination with an updated context, list of contributing and noncontributing resources, boundary, and period of significance. 2021-present.

*Client contact: Cameron West | City of Graham | 336-570-6705 | CWest@cityofgraham.com*

**University Park Survey and NRHP District Nomination for City of Little Rock, AR**—Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, CMEC will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards.

*Client contact: Brian Minyard, Urban Designer | City of Little Rock | 501-271-4789 | bminyard@littlerock.gov*

**Documentation and Disaster Planning for Texas Dance Halls, Multiple Counties, TX**—CMEC was retained by Texas Dance Hall Preservation, Inc. to implement a grant project funded by the NPS through the Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM-ESHPPF) Grant Program. CMEC is working to inventory and survey historic dance halls in the FEMA



#### Education

Master of Heritage Conservation,  
University of Southern California, Los Angeles, 2014

BS Psychology, University of Illinois at Urbana-Champaign, 2003

#### Specialties

- Large-scale historic resources surveys
- Data management
- NRHP nominations

#### Professional Activities and Continuing Education

Society of Architectural Historians

Docomomo

DC Preservation League

Association for Preservation Technology

*Why Old Places Matter? A Survey of the Public*, National Trust for Historic Places, 2015

Poster Session Presenter, *Rising to the Occasion: Funding a Master Plan for the Amarillo Helium Plant*, Transportation Research Board Annual Meeting, 2019

National Preservation Institute, *Section 4(f) Compliance for Historic Properties*, May 2019

Virginia Department of Historic Resources, *VCRIS Training*, 2019

Arkansas SHPO Survey Training, 2020



# SANDY SHANNON

## Senior Architectural Historian



COX | McLAIN  
Environmental Consulting

Hurricane Harvey disaster area, assess extreme weather risks for up to 100 halls, and identify opportunities for disaster response planning and measures to increase resilience. 2020-present.

*Client contact: Casey Jordan | Texas Dance Hall Preservation | 512-400-4315 x. 700 | director@texasdancehall.org*

**Historic Structure Report, Route 66 “Ribbon Road,” Ottawa County, OK**—Historic structure report for the 9-foot-wide former section of Route 66, known as the “Ribbon Road,” in Ottawa County, Oklahoma. Report included developmental history, historical background and context, chronology of development and use, physical description, evaluation of significance, condition assessment, historic preservation objectives, requirements for work, treatment plan recommendations, and mitigation alternatives. CMEC historians worked directly with National Park Service staff and received commendations on the work product, the first known application of the HSR format to a roadway. 2019-2020.

*Client contact: John Blickensderfer | Guy Engineering | 539-424-5001 | John-B@GUYengr.com*

**Historic Resources Survey, Guthrie, OK**—Intensive-level architectural survey of the National Historic Landmark / NRHP district in downtown Guthrie, OK to provide documentation for an update to the district. Survey included 127 resources and met Oklahoma Architectural/Historic Survey requirements. A key aspect of the project was analyzing and mapping the various levels of prior documentation to identify gaps and guide the survey. Report included recommendations for future windshield- and intensive-level survey work and other preservation planning activities. 2019.

*Client contact: Dan Kassik | City of Guthrie | 405-282-0190 | dkassik@cityofguthrie.com*

**Historic Resources Survey for City of Seguin, Guadalupe County, TX**—Reconnaissance survey of 200 resources in the Seguin Downtown NRHP District and surrounds. Project also involved a windshield survey of neighborhoods adjacent the district to identify potential district expansion areas, community outreach, and development of a custom database for the City that incorporated the Texas SHPO inventory form format. Made recommendations for future preservation planning activities, including identification of future survey areas and methodologies, district boundary and period of significance changes, coordination with local stakeholders, and research and contextual development for resources associated with the city's underrepresented populations, which are not well documented. Project conducted in compliance with SHPO methodologies. 2018-2019.

*Client contact: Kyle Kramm | City of Seguin | 803-401-2448 | kkramm@seguintexas.gov*

**Historic Resources Survey for City of Slidell, St. Tammany Parish, LA**—Architectural Historian for a locally-sponsored historic resources survey of 230 resources. Used custom-designed form for data collection in the field with a tablet. Incorporated the results of two prior surveys. Deliverables included survey methodology and context report, individual resource documentation using Louisiana Historic Resource Inventory Form, and recommendations regarding properties and districts that are potentially eligible for the NRHP. Accepted by LA SHPO. 2017.

*Client contact: Eric Lundin | City of Slidell | 985-646-4320*

**Historic Resources Survey and NRHP Amendment for City of Covington, LA**—The City of Covington retained CMEC to develop a comprehensive and up-to-date inventory of historic-age properties within the Division of St. John National Register Historic District. CMEC re-surveyed resources documented in the NRHP nomination and surveyed resources that reached historic-age since the 1982 nomination. In total, 300 resources were documented using our tablet-based data collection and reporting system. Also conducted a windshield survey of surrounding areas to identify and document potentially eligible properties. Public involvement tasks involved public meetings and coordination with local historians. Deliverables included an updated historic context, recommendations for a NRHP boundary change, identification of contributing and noncontributing resources within the existing NRHP district, results of a windshield survey, recommendations for future survey efforts, and a list of resources that may be eligible for local, state, or national designation. Also assisting the City with a formal update to the NRHP nomination with the NPS. 2017-2018.

*Client contact: Nahketah Bagby | City of Covington | 985- 867-1214 | nbagby.covla.com*

**On-Call Historic Resources Consulting for the City of Georgetown, Williamson County, TX**—Various historic preservation projects for the City, including research, preparation of public outreach materials, evaluation of proposed renovations and demolitions, and other tasks as assigned. 2018–present.

*Client contact: Sofia Nelson, Planning Director | City of Georgetown | 512-931-7611 | Sofia.Nelson@Georgetown.org*

**Historic Resources Survey of Lydick's First Addition for City of Norman, Cleveland County, OK**—Intensive-level survey of a mid-twentieth century residential neighborhood with 83 parcels. Goal of the survey was to assess for individual and district NRHP eligibility. Deliverables included survey report, context and neighborhood developmental history, documentation of resources within the survey area, an NRHP eligibility assessment, and recommendations for preservation planning opportunities for mid-century neighborhoods. 2017-2018.

*Client contact: Anais Starr | City of Norman | 405-366-5392 | anais.starr@normanok.gov*

**Historic Resources Survey for City of Georgetown, TX**—Survey of over 3,300 properties including downtown Georgetown and its surrounds. Assigned a preservation priority to each property, identified candidates for local landmark and NRHP designation, and made recommendations regarding future survey plans, preservation code revisions, and updates to the boundaries of the City's existing historic districts. Made presentations to the general public and had public office hours. 2016-2017.

*Client contact: Sofia Nelson | City of Georgetown | 512-931-7611 | sofia@georgetown.org*

# ADRIENNE VAUGHAN CAMPBELL

Senior Architectural Historian



COX | McL  
Environmental Consulting

WS #7.

## EXPERTISE

Ms. Campbell has over twenty years of experience in historic preservation and meets the Secretary of the Interior's professional qualifications for Architectural Historian. She has experience with surveys, NRHP nominations, and HABS/HAER documentation around the country. She is an experienced researcher and is skilled in the documentation and evaluation of resources. She was a project reviewer and National Register program staff at the Texas SHPO from 2005 to 2012, where she reviewed survey projects for sound methodologies, completeness, accuracy, and valid recommendations. She also has experience in project planning and implementation, working with local governments and ordinances; archival research; and technical writing.

## SELECTED PROJECTS

**Public Involvement Plan for TxDOT Non-Truss Bridge Survey 20-Year Update, Multiple Counties, TX**—CMEC was retained by TxDOT to produce a public involvement plan to engage the public and stakeholders in their survey and update of pre-1945 non-truss bridges in their Historic Bridge Inventory. CMEC has provided the public involvement plan and will be working with TxDOT to revise and implement the plan throughout the life of the project. Strategies for engagement include virtual workshops with an advisory group, questionnaires and surveys, virtual public meetings, newsletters, and social media. 2020-present.

*Client contact: Mark Brown | TxDOT ENV | 512-416-2600 | Mark.Brown@txdot.gov*

**Documentation and Disaster Planning for Texas Dance Halls, Multiple Counties, TX**—CMEC was retained by Texas Dance Hall Preservation, Inc. to implement a grant project funded by the NPS through the Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM-ESHPPF) Grant Program. CMEC is working to inventory and survey historic dance halls in the FEMA Hurricane Harvey disaster area, assess extreme weather risks for up to 100 halls, and identify opportunities for disaster response planning and measures to increase resilience. 2020-present.

*Client contact: Casey Jordan | Texas Dance Hall Preservation | 512-400-4315 x. 700 | director@texasdancehall.org*

**Historic Resources Surveys of Aransas, Calhoun, and Refugio Counties, Texas**—Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of countywide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

*Client contact: Mary Alfson-Tinsman | JMT | 215-496-4728 | malfson@jmt.com*

**Historic Resources Reconnaissance Survey of US 59 and US 77 from FM 236 to Business 77, Victoria County, Texas**—Principal Investigator for reconnaissance survey of 118 historic-age resources in rural Fayette County. The survey included a centennial family cattle ranch, a World War II airfield, and other historic-age agricultural resources. The centennial farm complex was recommended individually eligible for the National Register of Historic Places. Intensive study of property underway. 2020-2021.

*Client contact: Patrick Ross | RG Miller | 281-921-8749 | Pross@rgmiller.com*

**Reconnaissance Historic Resources Survey of US 77, Fayette County, TX**—Project Historian for reconnaissance survey of 267 resources in rural Fayette County. The survey included a centennial family dairy and cattle ranch, suburban dwellings, natural gas and pipeline industrial resources, commercial resources, a county park, and a cultural resource center with a collection of relocated heritage buildings and structures. The centennial farm complex was recommended individually eligible for the National Register of Historic Places. 2021. Intensive study of property underway.

*Client contact: Blake Crosby | Rodriguez Transportation Group | 972-377-3535 | Bcrosby@rtg-texas.com*

**Historic Resources Survey, Guthrie, OK**—Principal Investigator for intensive-level architectural survey of the National Historic Landmark / NRHP district in downtown Guthrie, OK to provide documentation for an update to the district. Survey included 127 resources and met Oklahoma Architectural/Historic Survey requirements. A key aspect of the project was analyzing and mapping the various levels of prior documentation to identify gaps and guide the survey. Report included recommendations for future windshield- and intensive-level survey work and other preservation planning activities. 2019.

*Client contact: Dan Kassik | City of Guthrie | 405-282-0190 | dkassik@cityofguthrie.com*

**Historic Resources Survey for City of Seguin, Guadalupe County, TX**—Reconnaissance survey of 200 resources in the Seguin Downtown NRHP District and surrounds. Project also involved a windshield



## Education

MS, Historic Preservation, University of Texas at Austin, 2004

BA, Anthropology and Art, College of William and Mary, 1997

## TxDOT Precertifications

Sequence #26368

**2.7.1** (Sec. 4(f)/6(f) Evaluations)

**2.7.2** (Historic Sites Sec. 4(f) Evaluations)

**2.15.1** (Historical Research of Extant Buildings, Structures, Landscapes, & Objects)

**2.15.2** (Historical Surveys & Documentation of Buildings, Structures, Landscapes, & Objects)

## Specialties

- Management of complex projects
- Historic Bridge Evaluations
- HABS/HAER
- Section 4(f)
- Section 106 for Disaster Recovery projects

## Professional Activities and Continuing Education

Historic Bridge Foundation  
Galveston Historical Foundation  
Vernacular Architecture Forum  
WTS, Houston Chapter  
FHWA Section 4(f) Compliance Training, June 2009  
ACHP Section 106 Advanced Seminar, April 2008  
SRI Foundation Section 106: Principals and Practice, October 2005



survey of neighborhoods adjacent the district to identify potential district expansion areas, community outreach, and development of a custom database for the City that incorporated the Texas SHPO inventory form format. Made recommendations for future preservation planning activities, including identification of future survey areas and methodologies, district boundary and period of significance changes, coordination with local stakeholders, and research and contextual development for resources associated with the city's underrepresented populations, which are not well documented. Project conducted in compliance with SHPO methodologies. 2018-2019.

*Client contact: Kyle Kramm | City of Seguin | 803-401-2448 | kkramm@seguintexas.gov*

**Historic Building Survey for North Loop, Hancock, and Upper Boggy Creek Neighborhoods, City of Austin, Travis County, TX—**

Grant funded survey of over 4,000 resources constructed prior to 1974 in the northeast half of North Central Austin. Project includes survey documentation of fields on the THC survey form, historic context development, public outreach in English and Spanish, oral history interviews, archival research, and development of recommendations regarding historic districts, individual landmarks, and potential heritage tourist destinations. A historic district summary was prepared for each potential district (eight total) that serve as the foundation for neighborhood groups that wish to pursue formal designation. Report also included recommendations for future survey plans, future outreach with owners of historic properties, collaboration with stakeholders to promote heritage tourism, and code modifications. 2019-present.

*Client contact: Elizabeth Brummett | City of Austin | 512-974-1264 | elizabeth.brummett@austintexas.gov*

**Historic Resources Survey for City of Galveston, Galveston County, TX—**Historic resources survey of 260 Mid-Century Modern resources in Galveston. The project required a survey plan to identify the resources to be documented in the citywide effort. The resources selected to be documented were identified through archival research, analysis of appraisal district data, and coordination with City staff and local preservation stakeholders and comprised a wide variety of property types. CMEC developed a historic context focusing on the mid-twentieth century, prepared a custom inventory form and database for tablet-based data collection, and conducted research on individual properties and the history of the Harbor View neighborhood and developer. As part of the evaluation of Harbor View, CMEC conducted a comparative analysis of postwar neighborhoods in Galveston. As a result of the survey, CMEC recommended Harbor View eligible for local listing and the NRHP as a district and recommended 36 individual properties eligible for local listing and/or the NRHP. The survey was conducted in compliance with TX SHPO standards and approved by the SHPO. 2018-2019.

*Client contact: Catherine Gorman | City of Galveston | 409-797-3665 | CGorman@GalvestonTX.gov*

**Hurricane Harvey Disaster Recovery, Wharton County, TX—**Responsible for Section 106 evaluation of three properties with buildings 45 years old or older proposed for demolition and construction of new housing units with Texas General Land Office Community Development and Revitalization Program funding from Hurricane Harvey CDBG-DR allocation.

*Client contact: Jorge Garcia-Herreros | Gulf Coast Archaeology Group | 713-703-9252 | jgarciah@gcagroup.net*

**City of San Marcos Community Development Block Grant Disaster Recovery Homeowner Rehabilitation Program, Hays County, TX—**

Responsible for identification of historic properties when applicant residential properties enter the program, evaluation of effects to historic properties, and coordination with Texas Historical Commission under Section 106 of the National Historic Preservation Act. 2018.

*Client: Ms. Campbell completed this work with a previous employer for the City of San Marcos.*

**Community Development Block Grant Disaster Recovery Homeowner and Rental Programs, Hardin, Jefferson, and Orange Counties, TX—**Responsible for program compliance with federal, state, and local regulations and ordinances related to historic properties. Responsibilities include program survey and identification of historic properties, the development of program methodology to avoid and mitigate adverse effects to historic properties, and coordination with Texas Historical Commission under Section 106 of the National Historic Preservation Act. Also responsible for coordination with local landmark commissions for proposed program construction within local historic districts. Reviewed plans and specifications to ensure compliance with *The Secretary of Interior's Standards for the Treatment of Historic Properties*. Also responsible for monitoring project construction to ensure that the program conformed to Section 106 commitments; this involved coordination with construction crews prior to work with additional site visits during construction to ensure compliance. 2013-2018.

*Client: Ms. Campbell completed this work with a previous employer for the South East Texas Regional Planning Commission.*

**Lafayette Urban Section, I-49 Connector, Lafayette Parish, LA—**Provided description and evaluation of identified historic-age buildings and structures in the Area of Potential Effect for this highway project in Louisiana. Louisiana Department of Transportation and Development will use the final report to coordinate with the Louisiana State Historic Preservation Office in order to fulfill their responsibilities under Section 106 of the National Historic Preservation Act. Project had a strong public involvement process and required meetings with consulting parties identified by the Federal Highway Administration and Louisiana DOT. 2015-2018.

*Client: Ms. Campbell completed this work with a previous employer for the Louisiana Department of Transportation and Development.*

## AMY E. DASE, MA

Senior Historian



COX | McLane  
Environmental Consulting

### EXPERTISE

Ms. Dase is a Senior Historian with 33 years of experience managing and producing cultural resources management projects of all types. Her expertise includes historic context development; archival research using oral, local, state, federal, and international sources; and surveying, documenting, and assessing historic-age resources to determine their eligibility for the National Register of Historic Places in compliance with Section 106, NEPA, and state codes. During her career, Ms. Dase has been involved in numerous projects that incorporated a broad range of partners and stakeholders, including federal agencies, state agencies, municipal entities, and private for- and non-profit organizations. She has managed and participated in studies and projects in ten states, each requiring coordination with the respective historic preservation office and project partners and stakeholders. Ms. Dase exceeds the Secretary of the Interior's professional qualifications for Historian and Architectural Historian.

### SELECTED PROJECTS

**Reconnaissance Historical Resources Study for the Camp County Historical Commission, Camp County, TX**—Principal investigator/project historian for documenting historical resources in the entirety of Camp County developed for local historic preservation planning. Lead historian/author for a two-person team that documented historic-age resources at 566 locations in Camp County and prepared a report with a methodology, recommendations on specific resources and resource types, and brief discussion of applicable National Register of Historic Places criteria. 2010.

*Client contact: Vernon Holcomb | Camp County Historical Commission*

**Historic Resources Surveys of Aransas, Calhoun, and Refugio Counties, Texas**—Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of countywide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

*Client contact: Mary Alfson-Tinsman | JMT | 215-496-4728 | malfson@jmt.com*

**National Register of Historic Places Nomination for the Shield Ranch Historic District, Travis and Hays Counties, TX**—Principal investigator/project historian for reconnaissance- and intensive-level research and field investigations for development of the subsequent National Register of Historic Places nomination. The Shield Ranch, the largest privately held tract of land in the vicinity, has 150 contributing domestic and agricultural resources that are listed at the local level of significance under Criteria A and D for their agricultural and historical archeological significance. Dase prepared an extensive historical context devoted to agriculture that documents this exemplary intact ranch and its nineteenth- and twentieth-century resources that represent the evolution of land use along the edge of the Edwards Plateau. Beginning in 1938, the Shield family developed domestic complexes for themselves and their workers and livestock and cistern complexes for their cattle, American Quarter horses, sheep, and goats. For decades, the Shield family simultaneously improved their land for livestock operations while protecting its abundant and diverse natural and cultural resources. 2018–2020.

*Client: Blake Murden | Shield Ranch and Foundation | 512-476-4816 | BlakeMurden@shieldranch.com*

**Intensive/Reconnaissance Historical Resources Study at Mitchell Lake, San Antonio, Bexar County, TX**—Principal investigator/project historian for reconnaissance- and intensive-level archival research and an extensive historical context documenting sewage irrigation and the municipal water system in San Antonio for review under Section 106. The National Register of Historic Places-eligible Mitchell Lake sewage irrigation system is comprised of an embankment dam, flood gate, spillway and discharge channel, purge pond, and canal system. Although the abandoned canal system's physical integrity is irrevocably compromised, the other structures are eligible under Criterion A at the local level of significance for their continuous role in the twentieth-century municipal sewage system. The flood gate is also eligible under Criterion C for its associations with San Antonio's sanitation engineering and as a component of a well-preserved sewage irrigation system. 2017–2020.

*Client: Tim Noack | Alan Plummer Associate | 817-806-1700 | tnoack@plummer.com*

**Intensive Archeological Resources Study in the South Hallsville Mine, Area W, Rusk County, TX**—Project historian researched, documented, and contextualized the Sabine Farms resettlement project, which is eligible for the National Register of Historic Places at the state level of significance under Criterion A for associations with agriculture, community development, ethnic heritage, and government. The New Deal-era project, which eventually encompassed 12,620 acres in Rusk County and adjacent Panola County, was one of only ten segregated rural resettlement projects developed for Black farm families in the United States between 1936 and 1961. 2011–2017.

*Client: Brad Griffin, Caddo Creek Resources Company, L.L.C. | 903-927-1130 | brad.griffin@nacoal.com*



### Education

PhD, History, Texas A&M University, ABD

MA, History, Middle Tennessee State University, 1990

BA, History, Northwestern University, 1985

### Texas Department of Transportation Precertifications

Sequence #10321

2.15.1 Historical Research

2.15.2 Historical Surveys

### Specialties

- Completed more than 250 historical resources studies
- Completed more than 100 National Register of Historic Places nominations
- Prepared agreement documents (MoAs, MoUs, and PAs) and related mitigation

### Professional Activities and Continuing Education

NPI training: mid-century buildings, traditional cultural places, agreement documents, and Section 106

National Council on Public History  
International Society for Landscape, Place & Material Culture

Society of Architectural Historians  
Society for Commercial Archeology  
Vernacular Architecture Forum  
Texas Oral History Association  
Texas State Historical Association  
South Texas Historical Association  
Texas Gulf Historical Society  
East Texas Historical Association  
West Texas Historical Association  
Central Texas Historical Association



## AMY E. DASE

### Senior Historian



**COX | McLain**  
Environmental Consulting

**Intensive Historical Resources Study for Fort Hood's Cold War Landscapes Fort Hood, Bell and Coryell Counties, TX**—Principal investigator/project historian documented Fort Hood's World War II- and six Cold War-era landscapes—the motor pool, ceremonial places, noncommissioned officer's housing, Wherry and Capehart family housing, an army air field, and a nuclear storage site—with robust illustrative stationary and traveling exhibits and a 50-page booklet for the general public: . 2011–2016.

*Client: Rich Jones, U.S. Army Garrison, Fort Hood | 254-288-0427 | richard.s.jones3.civ@mail.mil*

**Oral History Project for Killeen Base and Gray Air Force Base, TX**—Principal investigator/project historian prepared a history of the 1094<sup>th</sup> Special Reporting Squadron of the U.S. Air Force and conducted oral history interviews to document these Cold War-era facilities where the Atomic Energy Commission operated in conjunction with the air force between 1948 and 1952. Planning efforts included research, preliminary interviews, and screening to discover knowledgeable and diverse informants and to assure broad representation of the facility and its activities during the Cold War. The 18 oral history interviews were fully transcribed and contextualized in the report, *For Love of Country: The Killeen Base Oral History Project*, prepared for a general audience. 2009–2011

*Client: Rich Jones, U.S. Army Garrison, Fort Hood | 254-288-0427 | richard.s.jones3.civ@mail.mil*

**Intensive/Reconnaissance Historical Resources Study of HemisFair, San Antonio, Bexar County, TX**—Principal investigator/project historian. Surveyed and prepared an in-depth historic context on HemisFair '68 to document its NRHP eligibility at the national level of significance under Criteria A and C, which includes an eighteenth-century acequia, a smattering of nineteenth-century dwellings, and remnants of the world's fair. The historic district is significant for its contributions to civic development, its spectacular modern buildings, several of which are considered masterworks, and its unusual historic preservation elements. Further, the district is notable for the structural achievements necessitated by the Tower of the Americas, the fair's crown jewel. This project included coordination with local, state, and federal government and private non-profit stakeholders. 2013.

*Client: Jennifer DiCocco, City of San Antonio, Public Works Department | 434-531-6412 | jennifer.dicocco@sanantonio.gov*

**National Register of Historic Places Contexts for Bexar County, TX**—Principal investigator/primary author supervised a four-person team in developing two extensive NRHP historical contexts for the entirety of Bexar County that spanned from c. 1800 to 1970. The extensive agricultural context includes a comprehensive history of the county's land use and agricultural practices, largely based on federal aggregate decennial censuses. The ethnic context explains the common and variable practices of seven different ethnic groups and related rural building patterns. The thorough property type and registration requirements section describes and characterizes house forms and their stylistic influences; domestic outbuildings, structures, and landscape features; agricultural barns, outbuildings, structures, landscapes, processing properties; and institutional and commercial properties. 2007–2011.

*Client: Bruce McDougal (formerly with the Conservation Society of San Antonio) | Preservation Action | 202-463-0970 | bmacdougall@preservationaction.org*

**Oral History Project/National Register of Historic Places for the Mountain Home Air Force Base Bomber Alert Facility, Elmore County, ID**—Principal investigator/project historian lead a two-member team that documented the Cold War-era bomber alert facility at Mountain Home Air Force Base in Idaho for the NRHP at the national level of significance under Criteria A and C in the areas of military history and architecture, including a history of the local Strategic Air Command presence at the base. This facility is the most intact extant example of a crew building that housed 150 men on 24-hour alert status, ready to immediately disperse in bomber aircraft in response to threat or attack from the Soviet Union between 1957 and 1966. Its International Style architectural form and detail is representative of the era, but the building's unique configuration and ground-breaking herringbone alert apron layout offered swift access to taxiways so crews could be airborne in their B-47 bomber and refueling tanker aircraft in only minutes. Planning efforts included research, preliminary interviews, and screening to discover knowledgeable and diverse informants and to assure broad representation of the facility and its activities during the Cold War. Dase spearheaded the project's parallel oral history component with the fully transcribed interviews of 14 informants who served at the facility during the Cold War, resulting in *"Peace Is Our Profession": The Mountain Home Air Force Base Oral History Project*. 2007–2010.

*Client: Sheri Robertson | Mountain Home Air Force Base | 208-828-4247 | sheri.robertson@mountainhome.af.mil*

*Client: Jay Neuman | U.S. Army Corps of Engineers, Fort Worth District | 817-886-1721 | jay.r.newman@usace.army.mil*

**Intensive Historical Resources Study for of the Central State Prison Farm, Fort Bend County, TX**—Surveyed and prepared an in-depth historic context on this state facility to document its National Register of Historic Places eligibility at the local level significance under Criterion A, for its historical associations with the development of prison farms. Among other resources, a prison dormitory, three livestock barns, and a cemetery were recommended eligible. The report was prepared for Section 106 compliance under a Clean Water Act Section 404 wetlands permit. Since publication, the report inspired local activists and was featured in *The New York Times*, which provided preservationists with support to formally recognize the prison cemetery. 2003.

*Client: David Sherrill, Berg-Oliver Associates, Inc. | 281-589-0898 | Dsherrill@bergoliver.com*

**Statewide Field Guide to Industrial Property Types, TX**—Principal investigator/project historian prepared this heavily illustrated book as a guidance tool for cultural resources specialists evaluating National Register of Historic Places eligibility of understudied property types in Texas. Dase synthesized brief statewide contexts for petroleum and natural gas, grain, cotton, and utilities and services industries; identified and described 26 related property types with subtypes and descriptions of character-defining features; and provided commentary on common historical development patterns. More than 160 images of representative industrial buildings and structures depict these typologies. The guide provides the compositional vocabulary for practitioners to describe these resources, discern their essential features, contextual areas of significance, and interpret integrity requirements for NRHP eligibility evaluations. 2002–2003.

*Client: Bruce Jensen, Texas Department of Transportation | 512-416-2622 | b.jensen@txdot.gov*

# **PROPOSAL FOR PROFESSIONAL SERVICES**

## **HISTORIC PRESERVATION PLAN MOBERLY, MISSOURI**



### **SUBMITTED TO**

**City of Moberly  
c/o Office of the City Clerk  
101 West Reed Street  
Moberly, Missouri 65270**

### **SUBMITTED BY**

**David L. Taylor, Historic Preservation Consultant  
19 Cherry Alley  
Brookville, PA 15825**

**October 2, 2004**

**DAVID L. TAYLOR**  
**Historic Preservation Consultant**  
**19 Cherry Alley**  
**Brookville, PA 15825**  
**814-648-4900**  
[Ha.david@gmail.com](mailto:Ha.david@gmail.com)

October 2, 2021

**City of Moberly**  
Office of the City Clerk  
101 West Reed Street  
Moberly, Missouri 65270

RE: **Request for Proposals: Historic Preservation Plan**  
**City of Moberly**

To Whom It May Concern:

I am pleased to submit this Proposal to the City of Moberly to prepare a historic preservation plan for the City.

I offer to the City and to its historic preservation advocates more than thirty years of professional experience in historic preservation planning and administration including:

- Professional qualifications under 36CFR61 approved by the State Historic Preservation Offices of Missouri, Kentucky, West Virginia, Connecticut, Pennsylvania, New York, Maryland, North Carolina, and Ohio
- Prior service with the Ohio Historic Preservation Office
- Many years of consultant services to communities large and small, rural and urban, undertaking historic preservation planning activities including historic resource surveys and more than 100 National Register of Historic Places nominations (such as that for the Moberly Commercial Historic District; a selected list of representative projects and National Register nominations is included herewith)
- Proven writing skills evidenced by the attached writing sample as well as numerous publications in professional publications.
- Former Chairman of the Pennsylvania State Historic Preservation Board and President of Preservation Pennsylvania
- Six years as a municipal manager
- Award-winning Main Street Project Manager
- Broad range of public speaking abilities to groups of varying sizes

#### **Scope of Services**

The following Scope of Services is proposed for this project. Additional elements may be added, or modifications may be made as needed.

- On-site visits including an initial meeting with City representatives and others at the choosing of the City, to receive and review any existing historic preservation materials and to discuss with the City and with the Historic Preservation Commission the precise expectations for the final plan document; an additional minimum of three public meetings or community workshops will be facilitated by the Consultant to solicit citizen input regarding the Plan. At the end of the process a minimum of one meeting will; be held to present the final Plan.
- The final document will include the following components (additional topics may be added at the request of the City):
  - An introduction to the Plan, including an abbreviated history of the community and a discussion of the purpose of the Historic Preservation Plan; also included will be discussion of the City's previous historic preservation initiatives and the benefits of historic preservation in a community such as Moberly.
  - Review of existing ordinances that deal with historic preservation and recommendations for modifications.



- A detailed statement focused upon the City's vision for the preservation of historic resources, individual properties, and historic districts within Moberly and goals and objectives for realizing this vision.
  - Discussion of areas within the City that have already been surveyed and documented] including the National Register-listed Burkholder-O'Keefe House (NR 1989), the Moberly Junior High School (NR 2008), and the aforementioned Moberly Commercial Historic District (NR 2012)] and a prioritization of areas for additional research, documentation, and survey.
  - A map will be prepared delineating the geographical area(s) and contributing status of properties within the City boundaries including National Register-listed properties and/or any locally-designated landmarks.
  - An Appendix or Appendices will be prepared, inducing a *glossary* of relevant terms, a *bibliography* of historic preservation resources, copies of related *ordinances*, etc.
- All aspects of the project will adhere to guidance found in the *Secretary of the Interior's Standards for Preservation Planning*, the American Planning Association's *Preparing a Historic Preservation Plan*, as well as other relevant documents.
  - It is understood that the City will post notices of public meetings (virtual or via ZOOM) on their website.
  - A minimum of two drafts of the Plan will be submitted to the City and to the State Historic Preservation Office for review, comment, and approval
  - The completed and approved document will be provided in both hard copy and in electronic version; it is understood that the City will post the final document on its website.

With relationship to the Requirements for submitting Proposals as stated in the Request for Proposals, all aspects of the project will be carried out by David Taylor, a 36CFR61-approved historic preservation professional; no subcontractors will be used for this project. This practitioner is not classified as a Disadvantaged Business Enterprise. The Consultant's current workload includes the last phase of projects in Danville, Kentucky and Ferguson, Missouri; a Proposal for a survey project in Horse Cave, Kentucky is pending.

Included with this Proposal document are letters of reference, a current resume, a narrative setting forth a selection of projects that I have undertaken, and visuals from similar projects. As a writing sample, I am also including a copy of the recently-prepared National Register nomination for the New Salem Baptist Church, an African-American church in a former coal camp in West Virginia.

The following schedule is suggested for this undertaking:

- Contract initiation and Notice-to-Proceed: November 1, 2021
- Initial site visit, first public meeting, etc.: November 2021
- Submittal of first draft of Historic Preservation Plan: March 2022
- Second public meeting: May 2022
- Final draft of Plan: June 2022

It is proposed that all aspects of this project will be completed for the fixed fee of \$26,000.00, including all professional time, travel, business expenses, etc. It is suggested that the following payment schedule be incorporated into a Contract:

Initial Payment:	\$10,000.00, following a reconnaissance site visit to the survey area and the initiation of local history research, photography, meeting with the representatives of the City and, hopefully, a public meeting to introduce the community to the project. This meeting may be in-person or via ZOOM.
Progress Payment No. 1:	\$5,000.00, upon the submittal of one-half of the draft Preservation Plan to the City and the State Historic Preservation Office for review and comment
Progress Payment No. 2:	\$5,000.00, upon the submittal of the balance of the draft Plan document draft to the City and the Kentucky Heritage Council for review and comment
Final Payment:	\$6,000.00, upon the approval of all materials by the City and by the State Historic Preservation Office

I would welcome the opportunity to provide any additional information or to participate in an interview or speak with a selection committee if that will assist with the selection process.



Thank you again and I will look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "David L. Taylor". The signature is fluid and cursive, with a long horizontal stroke at the end.

David L. Taylor

**David Taylor** is well-known for his broad range of skills in the areas of historic preservation, downtown and neighborhood revitalization and economic development, and broad-based cultural resource management. For more than thirty years he has delivered services to communities, nonprofit organizations, and individuals in Missouri, Kentucky, West Virginia, Pennsylvania, Connecticut, New York, Ohio, Maryland, and New Jersey. He has also provided consultant services in Virginia, Minnesota, Tennessee, and Mississippi for the National Main Street Center of the National Trust for Historic Preservation, for Downtown Ohio, Inc., for the Center for Rural Pennsylvania, for the Pennsylvania-based Mon Valley Initiative, for the former Pennsylvania Department of Community Affairs, and for individual communities and organizations too numerous to mention.

Prior becoming a private-sector consultant, he was the Project Manager for Brookville, Pennsylvania's nationally-recognized and award-winning Main Street Project. He assisted with the establishment of a non-profit organization to oversee the project and led the effort which resulted in Brookville's long-term success. Under his leadership, the Brookville Main Street Project was recognized by the Pennsylvania Downtown Center as having had the longest sustained economic impact of a Main Street Project in the entire Commonwealth. He conceived of the idea for a local arts council, recruited its first members, and served as grantsman for the organization, successfully preparing funding applications to public- and private-sector arts-related organizations. He oversaw the Brookville facade improvement program, including a Save America's Treasures grant, prepared its guidelines, and assisted applicants and contractors with the process of facade rehabilitation within the entire Brookville Historic District. Under his leadership and with his guidance, downtown Brookville adopted a streetscape program, incorporating new sidewalk design with lighting and associated street furniture.

Following the initial three years of the Main Street Project, David Taylor served for six years as the Borough Manager of the Borough of Brookville. He remained an advocate for sensitive neighborhood and community development and served as the grantsman for the Borough. His leadership and vision enabled neighborhood park funding, upper-story residential development within the downtown, an expansion of the downtown facade program, the installation of period-appropriate streetlights in the downtown, additional streetscape development, and the Borough's first recycling initiative. All of the above experience provides him with a unique perspective on historic preservation, downtown and neighborhood revitalization, economic development, and their interrelationship with the workings of local government. He presently serves on the Borough Council of the Borough of Brookville.

His previous experience also includes five years' service with the Ohio Historic Preservation Office, where he was responsible for general preservation advocacy in a multi-county region of Ohio. He also served as the executive director of the Columbus (Ohio) Landmarks Foundation and as early as the late 1970s he began to apply the Main Street Approach to older communities in Ohio.

Following his initial years in municipal government, he became a private-sector historic preservation and community development consultant. His work has included historic resource surveys, National Register nominations for individual and multiple properties and downtown and neighborhood revitalization initiatives. With specific reference to the Moberly

project, he has participated in the development of a Historic Preservation Plan for the Commonwealth of Pennsylvania, and has prepared revisions to the preservation plan for the City of Aurora, Ohio. His previous Missouri experience includes multiple preservation projects in Joplin, Lee's Summit, Cuba, and Ferguson; they are discussed elsewhere.

David Taylor is a respected lecturer and published author whose publications have focused upon downtown and neighborhood conservation and economic development as well as historic preservation and its role in such initiatives. He is a past member of the Pennsylvania State Historic Preservation Board, the body which establishes preservation policy for the Commonwealth approves all nominations to the National Register of Historic Places from Pennsylvania. During his last year of service on that Board, he served as its Chairman. As further evidence of his stature among his peers, Taylor was presented with a Certificate of Merit from the Pennsylvania Downtown Center for his professional accomplishments. From 1995 to 2004 he served on the Board of Directors of Preservation Pennsylvania, the state's only statewide nonprofit historic preservation organization; from 1998 until 2001 he served as the Board President and is now a member of its Board of Advisors.

David Taylor was appointed by the Pennsylvania Historical and Museum Commission to serve on the Steering Committee for the development of Pennsylvania's statewide Historic Preservation Plan. He was also named by Pennsylvania Governor Tom Ridge to represent Pennsylvania's historic preservation constituency on the Governor's Sound Land Use Advisory Panel, charged with developing an inventory of responsible land use practices for the entire state.

David Taylor received Project Planner certification from the Bureau of Community Planning of the former Pennsylvania Department of Community Affairs, and has been certified by the State Historic Preservation Offices of Kentucky, West Virginia, Connecticut, Pennsylvania, New York, Ohio, North Carolina, and Maryland as meeting the professional qualification requirements for historic preservation under *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR44716 and 36 CFR 61).

The successful administration of most historic preservation initiatives requires both photography for use in project-related publications and presentations and skills in public speaking to promote and interpret the program to audiences large and small. In addition to his academic and professional expertise, the level of David Taylor's photographic abilities is evidenced by the fact that his work has appeared on the covers of professional journals, in public television and historic preservation publications, and as illustrations to articles which he has authored. He is also a skilled public speaker who has addressed meetings ranging from downtown and neighborhood gatherings, rural and urban alike, to national conferences throughout much of the eastern United States.

David Taylor counts among his clients municipal governments, communities, nonprofit organizations, appointed boards and commissions, and individuals from Kentucky and North Carolina to New England and westward to Missouri. His work has been recognized with awards from the American Planning Association, the American Society of Landscape Architects, the Westchester County (New York) Municipal Planning Federation, the Pennsylvania Historical and Museum Commission, and the Pennsylvania Federation of Museums and Historical Organizations.



**LETTERS OF REFERENCE:**

**City of Danville, KY**  
**DANVILLE ARCHITECTURAL**  
**HERITAGE BOARD**  
P.O Box 670  
Danville, KY 4042

To Whom It May Concern:

The City of Danville, Kentucky recently contracted with Mr. David Taylor to conduct a historic property survey in several of our downtown neighborhoods. I worked with Mr. Taylor on this project and was very pleased with his communication regarding the project.

Mr. Taylor was thorough and efficient and demonstrates a keen knowledge of architectural history as well as structural styles and types. He completed the task in a timely manner and was very open to work with all agencies involved in the project.

We will certainly consider Mr. Taylor for future projects. If you have any questions or would like further information you may reach me at [jhouse@danvilleky.gov](mailto:jhouse@danvilleky.gov) or my cell phone at 859-319-6101.

Thank You.

*Joni House*

Joni House  
Preservation Coordinator  
City of Danville

**David L. S. Brook**  
**1216 Meadow Hill Place**  
**Raleigh, NC 27609**  
919/782-8836  
[brookdavid@msn.com](mailto:brookdavid@msn.com)

I am pleased to provide this letter of reference for David Taylor, whom I have known for more than thirty years, beginning when we were colleagues at the Ohio Historic Preservation Office. I later served as the State Historic Preservation Officer in Ohio and had continuing opportunities to work with David and to recognize his expertise.

David possesses a high level of skill in the field of historic preservation, ranging from his research capabilities to his abilities as a public speaker and dedicated preservation advocate. When he was associated with the Ohio Historic Preservation Office as a Regional Historic Preservation Officer, he was responsible for a full array of preservation services in a multi-county region of the state. His survey and National Register work was always of the highest caliber and his writing skill consistently assured that the survey documents, reports, and National Register nominations which he authored were clearly written and well exceeded the requirements placed on such materials by state and federal agencies.

David's presentations to bodies, such as Ohio's National Register state review board, were always well organized and presented precisely the kind of information needed by the board. His easy demeanor and winning ways allow him to interact equally well both with property owners of historic buildings, representatives of local government, and the agencies charged with preservation planning on local and state levels.

David's Ohio experience also included a valuable stint in a major urban setting as Executive Director of the Columbus Landmarks Foundation. There, he became an extremely effective private-sector advocate for preservation in Ohio's development-oriented capital city. When David moved back to his hometown in Pennsylvania, he directed one of Pennsylvania's most successful Main Street Projects and served as chairman both of the Pennsylvania State Historic Preservation Board and later of Preservation Pennsylvania. All of those positions allowed him to use his effective executive administrative abilities in both public and private-sector preservation arenas.

In closing, I am confident that David Taylor will provide you with the highest degree of expertise, enthusiasm, and love for historic architecture. If David is selected, your organization will have chosen an outstanding preservation professional to undertake your project.

Finally, if I may provide any additional information, please do not hesitate to contact me. Prior to my retirement, I served as the director of the Division of Historical Resources in the North Carolina Department of Cultural Resources and was responsible for the state's programs in historic preservation, archaeology, archives and records, historical publications, and historical research.

Thank you for your consideration of my letter.

Very Sincerely,

David L. S. Brook, J.D., Ed.D.

MAYOR LINDA GORTON



LEXINGTON

BETTIE KERR  
DIRECTOR  
HISTORIC PRESERVATION

It is my pleasure to highly recommend the firm of Taylor and Taylor Associates for your historic resource project. The Lexington Fayette Urban County Government has worked with Mr. Taylor on a substantial survey, National Register and Local Historic Designation project encompassing over 550 properties.

It has been our experience that Mr. Taylor is highly knowledgeable, practical, knows state and federal processes well, produces excellent research and documents and handles public presentations, hearings etc. well.

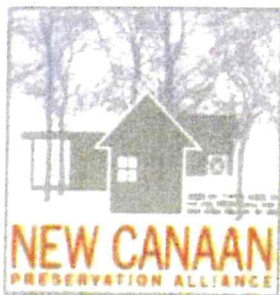
We would welcome contracting with David and Taylor and Taylor Associates again in the future should the occasion arise.

Please let me know if you have any questions, thank you.

  
Bettie Kerr

Director and Historic Preservation Officer  
Historic Preservation Office  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3265

200 East Main Street, Lexington, KY 40507 (859) 258-3265 Phone (859) 258-3594 Fax: lexington.ky.gov



## NEW CANAAN PRESERVATION ALLIANCE INC

Post office box 924, New Canaan CT 06840

203-966-4617

I am pleased to provide this letter of reference for historic preservation consultant David Taylor. The New Canaan Preservation Alliance selected him to prepare a revised survey of historic architecture within the eastern portion of the downtown historic core of our community.

This project involved the surveying of previously un-recorded properties as well as the photo-documentation of properties initially recorded in an earlier survey project. The Alliance found Mr. Taylor to be a skilled historic preservation professional who interacted very successfully both with the leadership of the Alliance and with the community at large.

David Taylor's research and writing skills were especially important to this project, since one of the products was the development of a survey report with extensive narratives regarding New Canaan's history and architectural heritage. In addition, he met with the Alliance Board and also made two public presentations, including a Community Historic Preservation Workshop and a presentation to the membership of the Alliance on the occasion of a special event held to commemorate the organization's founding.

If you have any questions or if I can provide any additional information, please do not hesitate to contact me by email at [findlayantiques@mindspring.com](mailto:findlayantiques@mindspring.com) or by phone at 203-966-4617.

Sincerely,

Mimi Findlay, President



James J. Hogan III  
Vice President  
Deep River Historical Society  
131 Kirtland Street  
Deep River, CT 06417

I have come to know David Taylor as he completed a historic structures inventory for the Deep River Historical Society.

The work was completed on time and in a very professional manner. David's attention to detail and his easy-to-understand way of presenting things resulted in a fine Final Report.

My early reservations about hiring a firm from as far away as PA, turned out to be unfounded. The space between us was never a problem and I would therefore hire David Taylor again should I have a need for such services.

David's oral presentation of the study's findings was very well received by the numerous residents attending our public discussion of the structures inventory.

I recommend David Taylor without reservation.

Sincerely,

James J. Hogan III



#### RELATED PROFESSIONAL EXPERIENCE

- 1992- Historic Preservation Consultant, including Principal of Taylor and Taylor Associates, Inc., Brookville, Pennsylvania
- 1986-1992 Borough Manager, Borough of Brookville, Pennsylvania
- 1984-1996 Community Development Consultant, Pennsylvania Department of Community Affairs, specializing in municipal management and the issues related to downtown revitalization
- 1983-1986 Main Street Project Manager, Historic Brookville, Inc., Brookville, Pennsylvania
- 1981-1983 Executive Director, Columbus Landmarks Foundation, Columbus, Ohio
- 1976-1981 Director, Southeastern Ohio Regional Historic Preservation Office, Zanesville, Ohio
- 1979-1981 Instructor of Architecture (part-time), Muskingum Area Technical College, Zanesville, Ohio
- 1979 Adjunct Instructor of History, Muskingum University, New Concord, Ohio

#### EDUCATIONAL BACKGROUND

- Graduate studies in American architectural history, historic preservation planning and administration: Ohio State University Graduate School of Architecture, Columbus, Ohio
- Master of Arts: Western Kentucky University, Center for Intercultural Studies, Bowling Green, Kentucky
- Graduate studies in Public Administration: Ohio University, Athens, Ohio
- Bachelor of Arts: Muskingum University, New Concord, Ohio

#### PROFESSIONAL APPOINTMENTS

36 CFR 61-certified by the State Historic Preservation Offices of Missouri, Kentucky, West Virginia, Connecticut, Ohio, North Carolina, New York, Maryland, Pennsylvania, and North Carolina

- 2020- Borough Council of the Borough of Brookville, Pennsylvania
- 2019- Board of Directors, Jefferson County History Center, Brookville, Pennsylvania
- 2007-2018 Board of Directors, Brookville Equipment, Inc., Brookville, Pennsylvania
- 2006- Board of Directors, Brookville Hospital Foundation, Brookville, Pennsylvania (President, 2007-present)
- 2003 Grant review panel, Keystone Historic Preservation Grant program, Pennsylvania Historical and Museum Commission, Harrisburg, Pennsylvania
- 2003-2005 Commonwealth Speakers Bureau, Pennsylvania Council on the Humanities, Harrisburg, Pennsylvania
- 1999-2002 Governor's Sound Land Use Advisory Committee, Office of Governor Tom Ridge, Harrisburg, Pennsylvania
- 1998-1999 Steering Committee for the development of a Historic Preservation Plan for the Commonwealth of Pennsylvania, Pennsylvania Historical and Museum Commission, Harrisburg, Pennsylvania

- 1995-2002 Board of Directors, Preservation Pennsylvania, Harrisburg, Pennsylvania (Treasurer, 1996-1997; President, 1998-2002; Board of Directors, 2004-present)
- 1994 Steering Committee, International Countryside Stewardship Exchange in Pennsylvania, Center for Rural Pennsylvania, Harrisburg, Pennsylvania
- 1993 Rural Tourism Roundtable, Center for Rural Pennsylvania, Harrisburg, Pennsylvania
- 1993 Project Planner Status, Bureau of Community Planning, Pennsylvania Department of Community Affairs
- 1988-1992 Member, Pennsylvania Historic Preservation Board (Chairman, 1991-1992)
- 1986- Member, Board of Directors, Historic Brookville, Inc., Brookville, Pennsylvania
- 1985 Steering Committee, 8th Annual Pennsylvania Conference on Historic Preservation, State College, Pennsylvania
- 1984-1986 Downtown Revitalization Resource Teams, National Main Street Center, National Trust for Historic Preservation, Washington, D. C.
- 1984-1990 Board of Directors, Brookville Area Chamber of Commerce (President, 1984-1985)
- 1984-1987 Brookville Borough Planning Commission (Secretary, 1985-1986)
- 1984-1998 Jefferson County Development Council (Vice President, 1984-1987; President, 1987-1989)
- 1983-1998 Brookville Industrial Foundation (Vice President, 1984-1987)
- 1982-1983 Downtown Council Columbus [Ohio] Chamber of Commerce
- 1978-1981 Architecture and Building Trades Advisory Board, Muskingum Area Technical College, Zanesville, Ohio
- 1979-1980 Grants and Policy Committees, Ohio Historic Preservation Office, Columbus, Ohio
- 1976-1980 Editor, *Journal of the Ohio Folklore Society*
- 1978-1983 Grants Advisory Board, Joint Programs in Human Values and the Built Environment, Ohio Arts Council and Ohio Program in the Humanities (Chair, 1982-1983)

#### SELECTED PUBLICATIONS AND RELATED PROFESSIONAL ACTIVITIES

*A Gift to the Community: The Pinecrest Country Club, Vol. 1, 1920-1970.* [in preparation]

*The Way We Were: Brookville, Pennsylvania Through the Camera's Lens.* 2020

"Marlin's Opera House: The Birth, Flourishing, Demise and Rebirth of an Appalachian Performance Icon," New England Historical Association, Springfield, Massachusetts, 2014.

"From River Towns to Railroad Suburbs to Suburban Sprawl: The Architectural History of Kenton County, Kentucky." Kentucky Historic Preservation Conference, Covington, Kentucky, 2006.

"The Development of Market-Rate Housing in Older Downtowns," Pennsylvania Downtown Center Annual Conference, Pittsburgh, Pennsylvania, 2004

"The Fordson Coal Company: Insider Stock Trading and an Eastern Kentucky Company Town," Kentucky Historic Preservation Conference, Danville, Kentucky, 2002.

"The Integration of Historic Architectural Survey Data into an Area-Wide G. I. S. System," Kentucky Historic Preservation Conference, Danville, Kentucky, 2002. (with Larisa Hughes and Emily Nordloh)

Keynote Speaker, Northern Kentucky Planning Council, Annual Meeting, Covington, Kentucky, 2001.

"Erlanger, Kentucky: Portrait of a Railroad Suburb," Kentucky Historic Preservation Conference, Louisville, Kentucky, 2000.

Faculty member, "Preserving Landmarks and Landscapes," continuing legal education seminar, Pennsylvania Bar Institute, Philadelphia, Pennsylvania, 1999.

*Brookville, Pennsylvania: A Historic Architecture Coloring Book*, 1996.

"Design Among the Derricks: The Architecture of Oil City and Emlenton, Pennsylvania," Sixth Annual Oil Heritage Conference, Oil City, Pennsylvania, 1996.

*Mercersburg, Pennsylvania: A Historic Architecture Coloring Book* [with Study Guide], 1995.

"Historic Preservation as an Economic Development Tool," keynote address, and "Design Assistance as a Catalyst to Historic Preservation," presented at the annual meeting of Downtown Ohio, Inc., Columbus, Ohio, 1994.

"Economic Development Strategies," presented as part of a statewide workshop series, "Rural Pennsylvania: Lost, Rediscovered, Sustained," The Center for Rural Pennsylvania, 1993.

"Stemming the Decline in Small-Town Downtowns," Annual Conference of the Ohio Preservation Alliance, Chagrin Falls, Ohio, May 1993.

"Revitalizing Main Street: A Conference for Leaders in Business," two nationwide teleconferences sponsored by the Edward Jones Company, St. Louis, Missouri, 1993.

"A Pennsylvania Community Keeps Its Water the Best," *The Authority* [Pennsylvania Municipal Authorities Association], February 1992.

"The Rehabilitation and Reuse of Upper-Story Space in Historic Commercial Buildings," Pennsylvania Downtown Center, First Annual Statewide Downtown Conference, State College, Pennsylvania, 1991.

"Walking Tour of Historic Brookville," Historic Brookville, Inc., 1991.

"Organizing for Effective Downtown Design," Annual Ohio Historic Preservation Conference, Columbus, Ohio, May 1990.

"General Guidelines for Sensitive Facade Rehabilitation in Older Commercial Areas," *Centerpiece* [Pennsylvania Downtown Center], Vol. 1, No. 3, March-April 1989.

"Preserving Small-Town Main Streets," presented as part of a conference, "Historic Preservation--New Views and Old Values," West Chester University, West Chester, Pennsylvania, November 1988.

Keynote Speaker, Iowa Conference on Downtown Development, Marshalltown, Iowa, September 1987.

"Brookville, Pennsylvania: A Town on the Move," *The Authority* [Pennsylvania Municipal Authorities Association], April 1987, pp. 1-7.

"The Role of the Project Manager in Downtown Revitalization," National Main Street Town Meeting, Winston-Salem, North Carolina, September 1986.

"The New Main Streets in Pennsylvania Communities," *Pennsylvanian* [Pennsylvania State Association of Boroughs], August 1986, p. 4 ff.

Moderator, Seminar on Downtown Revitalization, Eighth Annual Pennsylvania Conference on Historic Preservation, State College, Pennsylvania, April 1986.

"Brookville's Looking Great," *Main Street News* [National Main Street Center of the National Trust for Historic Preservation], July 1985.

Keynote Address on Downtown Revitalization, Ohio Preservation Alliance, Annual Meeting, Hillsboro, Ohio, 1985.

Panelist, Muskingum College Summer Symposium on Historic Preservation, New Concord, Ohio, 1985.

"Effective Design for the Older Downtown," Sixth Annual Pennsylvania Conference on Historic Preservation, Lancaster, Pennsylvania, 1984.



Panelist on Downtown Revitalization, Pennsylvania Association of Housing and Redevelopment Agencies, Annual Meeting, Pittsburgh, Pennsylvania, 1983.

WS #7.

*Walking Tour of Zanesville's McIntire Terrace Historic District*, Zanesville, Ohio, 1981.

"They Like to Sing the Old Songs: An Introduction to the A. L. Phipps Family and to Their Music," *John Edwards Memorial Foundation Quarterly* [published at U.C.L.A.], Vol. 13, No. 45, pp. 29-37.

"Gone But Not Forgotten: The Life and Work of a Traditional Tombstone Carver," *Keystone Folklore*, Vol. 21 (1976-1977), pp. 14-33.

"Architectural Conservation and Small-Town Identity," Community College Social Science Association of America, Annual Meeting, Louisville, Kentucky, 1979.

#### AWARDS, FELLOWSHIPS, AND GRANTS

- |      |  |
|------|--|
| 2021 | Grants to support the development of Master Site Plans for a historic Main Street commercial area and for Longview Park, Brookville, Pennsylvania; Pennsylvania Department of Community and Economic Development (\$50,000)  |
| 2020 | Election to the Brookville High School Hall of Fame, Brookville, Pennsylvania  |
| 2019 | Grant to support the installation of historic district signage in the Brookville Historic District; William G. Pomeroy Foundation, Syracuse, New York (\$3,000)  |
| 2013 | Grant in support of the development of the Historic Brookville Town Square, a pocket park in the National Register-listed Brookville Historic District; Pennsylvania Department of Conservation and Natural Resources (\$380,000)  |
| 2013 | Keystone Historic Preservation Grant in support of a feasibility study for Marlin's Opera House, Brookville, Pennsylvania; Pennsylvania Historical and Museum Commission (\$5,000)   |
| 2012 | Grant in support of the development of the Historic Brookville Town Square; McLean Contributionship (\$25,000)   |
| 2007 | Community Revitalization Grant for environmental remediation of an abandoned gasoline station site prior to its conversion to a downtown park, Brookville, Pennsylvania; Pennsylvania Department of Community and Economic Development (\$10,000)                                    |
| 2007 | Keystone Historic Preservation Grant to assist in the rehabilitation of the Jefferson County Court House, Brookville, Pennsylvania; Pennsylvania Historical and Museum Commission (\$80,000)   |
| 2006 | Acquisition and Master Site Plan Grant for the development of a downtown park to replace an abandoned gasoline station, Brookville, Pennsylvania; Pennsylvania Department of Conservation & Natural Resources (\$81,000)   |
| 2005 | Dr. Walter Dick Memorial Award for community service; Brookville Area Chamber of Commerce, Brookville, Pennsylvania  |
| 2004 | Historic Preservation Initiative Award for the rehabilitation of three historic buildings for use by a senior citizen's social service organization; Pennsylvania Bureau for Historic Preservation (with the Jefferson County Area Agency on Aging and William L. Snyder, Jr. R. A.) |
| 2004 | Arthur Altman Award for service to the Jefferson County Historical Society, Brookville, Pennsylvania   |
| 2002 | Keystone Historic Preservation Grant for the rehabilitation of the Daniel Shipp House, Tamaqua, Pennsylvania, for use as a nonprofit office headquarters; Pennsylvania Historical and Museum Commission (\$60,000)   |
| 2002 | Planning Achievement Award, Westchester County [New York] Municipal Planning Federation, for <i>Downtown Peekskill Historic District Design Guidelines</i>   |
| 2002 | Survey and Planning Grant for National Register documentation for the Village of Stone, Pike County, Kentucky; Kentucky Heritage Council (\$5,000)   |
| 2000 | Keystone Historic Preservation Grant for the rehabilitation of the Edleblute-Pearsall Building, Brookville, Pennsylvania, for use as a local history museum; Pennsylvania Historical and Museum Commission (\$90,000)  |

- 2000 Keystone Historic Preservation Grant for the rehabilitation of the Brockwayville Railroad Depot, Brockway, Pennsylvania for use as  
ior citizens' social service center; Pennsylvania Historical and Museum Commission (\$78,750)
- 2000 Historic Preservation Grant for the preparation of a National Register Multiple Property Documentation Form and a historic district nomi-  
nation, City of Erlanger, Kentucky; Kentucky Heritage Council (\$10,000)
- 1999 Keystone Historic Preservation Grant for the rehabilitation of the Herpel Brothers Foundry, Reynoldsville, Pennsylvania as a senior citi-  
zens' social service center; Pennsylvania Historical and Museum Commission (\$80,000)
- 1999 Honor Award for "Rediscovering Lancaster: A Central Business District Strategy," American Society of Landscape Architects, New York  
Chapter (with Peter J. Smith & Co.)
- 1999 Achievement Award for "Rediscovering Lancaster: A Central Business District Strategy," American Planning Association, New York Chapter  
(with Peter J. Smith & Co.)
- 1999 Community Revitalization Award for the rehabilitation of the Sylvan Heights Mansion, Harrisburg, Pennsylvania; Pennsylvania Historical  
and Museum Commission (with Kramer/Marks Architects)
- 1997 Keystone Recreation Fund Grant for the rehabilitation of the Dr. Walter Dick Memorial Park, Brookville, Pennsylvania; Pennsylvania De-  
partment of Conservation and Natural Resources (\$26,000)
- 1996 Keystone Historic Preservation Grant for the rehabilitation of the Beaver, Pennsylvania freight depot of the Pittsburgh & Lake Erie Rail-  
road as a local history museum; Pennsylvania Historical and Museum Commission (\$60,000)
- 1996 Institutional Award for *Mercersburg, Pennsylvania: A Historic Architecture Coloring Book and Study Guide*; Pennsylvania Federation of  
Museums and Historical Organizations
- 1995 Keystone Historic Preservation Grant for the rehabilitation of the P. P. Blood Block, Brookville, Pennsylvania for use as nonprofit organiza-  
tional offices; Pennsylvania Bureau for Historic Preservation (\$60,250)
- 1994 Main Street Project Grant for the City of Johnstown, Pennsylvania; Pennsylvania Department of Community Affairs, (\$35,000)
- 1993 Recycling Equipment Grant for the Borough of Brookville, Pennsylvania; Pennsylvania Department of Environmental Resources, (\$36,000)
- 1992 "Tree City USA" Award, for the Borough of Brookville; National Arbor Day Foundation
- 1990 Outstanding Downtown Project Award for the Brookville Main Street Project; Pennsylvania Downtown Center
- 1990 Housing and Community Development Grant for Commercial Facade Improvements, Housing Rehabilitation, and Public Improvements in  
the Brookville Historic District; Pennsylvania Department of Community Affairs (\$115,000) [with Mullen and Lonegran Associates]
- 1989 Local History Grant for archival consulting services; Pennsylvania Historical and Museum Commission (\$3,500)
- 1989 Recycling Grant for the Borough of Brookville's Brookville Recycling Initiative; Pennsylvania Department of Environmental Resources,  
(\$9,000)
- 1989 Economic Development Grant for the Borough of Brookville, Pennsylvania; Pennsylvania Department of Community Affairs (\$50,000)
- 1988-92 Arts-programming grants for the Brookville Arts Council; Vira Heinz Foundation, Pittsburgh (\$15,000)
- 1987 "Great American Design Award," for the rehabilitation of the Philip Taylor House, Brookville, Pennsylvania; The Pennsylvania State Uni-  
versity
- 1986 "Outstanding Pennsylvania Community of the Year" Award for Brookville, Pennsylvania; Pennsylvania Chamber of Business and Industry
- 1986 Recreational Improvement and Rehabilitation Grant for the development of Northside Park, Brookville, Pennsylvania; Pennsylvania De-  
partment of Community Affairs (\$23,000)
- 1986 Preservation Initiative First Place Award for the Brookville Main Street Project; Pennsylvania Bureau for Historic Preservation



- 1985 First Place Award for Innovations in Local Government Competition for the Brookville Main Street Project; Governor's Rural Economic Development Committee
- 1983-86 Downtown revitalization grants for the Borough of Brookville; Pennsylvania Department of Community Affairs (\$78,000)
- 1978 Fellowship for Summer Seminar on Victorian Architecture, Boston University, Boston, Massachusetts; Victorian Society in America

## SELECTED REPRESENTATIVE PROJECTS

### **Aurora Landmarks Commission, City of Aurora, Ohio**

Revision to portions of the City's *Historic Preservation Plan*, including the facilitation of public meetings, consensus-building, etc., in the process of revising the plan.

### **Historic Preservation Commission, Ferguson, Missouri**

Historic Resource Survey of portions of downtown Ferguson and of the 500-building Northside Ferguson historic neighborhood

### **Historic Preservation Commission, Joplin, Missouri**

Several projects over several years, including historic resource surveys and nomination of three historic districts to the National register of Historic Places

### **Historic Preservation Commission, Cuba, Missouri**

Development of a Multiple Property Submission, *Historic Resources of Cuba, Missouri*, and the nomination to the National Register of Historic Places for the Uptown Cuba Historic District and the Cuba High School Annex.

### **Historic Preservation Commission, Lee's Summit, Missouri**

Historic Resource Survey in a portion of this Kansas City suburb and the nomination to the National Register of Historic Places of the Bayles Addition Historic District, a 1948 addition to the City.

### **Preservation Alliance of West Virginia, Elkins, West Virginia**

Preparation of a nomination to the National Register of Historic Places for the New Salem Baptist Church, an African-American church in Tams, West Virginia, formerly a coal camp

### **Elkins Historic Landmarks Commission, Elkins, West Virginia**

Several survey and National Register projects, including a survey of architecture in a residential neighborhood east of the downtown, A National Register nomination for the Wees Historic District, and, most recently, a National Register nomination for the Graham-Davis Historic District, a residential neighborhood containing more than 280 properties.

### **City of Paducah, Kentucky**

Completion of a historic resource survey and National Register of Historic Places nomination for the Northside Historic District, a largely African-American residential neighborhood in this historic Ohio River community

### **Historic Preservation Commission, Enfield, Connecticut**

Preparation of design guidelines and a handbook for the Historic Preservation Commission in this Connecticut community that dates from the 1700s.

### **City of Danville, Kentucky**

Multiple years' projects including historic resource surveys and a National Register nomination

### **Berkeley County Historic Landmarks Commission, Martinsburg, West Virginia**

Multiple Cultural Resource Survey projects including that of the Mill Creek District, a 13,300-acre area of eastern Berkeley County, in the Eastern Panhandle of West Virginia; National Register of Historic Places project involving the designation of three historic districts and nine individual properties.

### **Morgantown Historic Landmarks Commission, Morgantown, West Virginia**

County-wide historic resources survey and the preparation of a historic context statement covering the work of master builder Thoney Pietro

**Ronceverte Historic Landmarks Commission, Ronceverte, West Virginia**

National Register historic district nomination for the Ronceverte Historic District

**Historic Landmarks Commission, City of Fairmont, West Virginia**

National Register of Historic Places nomination for the Fleming-Watson Historic District, a mixed-use neighborhood containing more than four hundred resources; conduct of public meeting to receive comment on the nomination

**Jefferson County Historic Landmarks Commission, Charles Town, West Virginia**

Multiple Historic Resource Survey projects over several years, in West Virginia's easternmost county

**Historic Preservation Commission, Westport, Connecticut**

Intensive-level survey, preparation of a survey report, and formal presentation to the Town Historic Preservation Commission regarding the potential for designation as a local historic district of a specific area

**New Canaan Preservation Alliance, Inc., New Canaan, Connecticut**

Historic Resource Survey of portions of the city, revisions to an earlier survey, photography, and public presentations

**Deep River Historical Society, Deep River, Connecticut**

Historic Resource Survey of selected properties in this Connecticut River community, preparation of survey report, public presentation

**Historic District Commission, Old Saybrook, Connecticut**

Town-wide Historic Resource Survey of residential, commercial, institutional, industrial, commemorative properties; preparation of survey report, public presentation

**Town of Westbrook, Westbrook, Connecticut**

Reconnaissance-Level Historic Resource Survey, survey report, public presentation

**Village of Lancaster and Lancaster Village Partnership, Lancaster, New York**

Seven individual National Register nominations; Historic Preservation Component and historic preservation-based Design Guidelines for incorporation into a central business district revitalization plan; participation in vision process for downtown revitalization; the project received awards from the American Planning Association and from the American Society of Landscape Architects

**City of Bradford, Bradford, Pennsylvania**

Visioning process and downtown program assessment; National Register of Historic Places historic district nomination, funded by the the Pennsylvania State Historic Preservation Office Certified Local Government program, for this historic Oil Region city

**Johnsonburg Community Trust, Johnsonburg, Pennsylvania**

National Register of Historic Places historic district nomination, community development consultancy including visioning, a downtown and community assessment process, development of a volunteer-based action plan for downtown economic development, preparation of non-profit organizational by-laws and Articles of Incorporation, design guidelines, and other community economic development planning services

**Pennsylvania Downtown Center, Harrisburg, Pennsylvania**

Strategic downtown economic development planning for more than fifty communities in northwestern, southwestern, and central Pennsylvania, including the facilitation of community visioning processes, downtown assessments, board of directors and staff training, and guidance in the process of developing action-oriented downtown plans; development of a series of nine regional workshops on downtown revitalization, covering topics such as business recruitment, retention, and expansion techniques, downtown marketing and promotion, financing for downtown programs and projects, and historic preservation; Design Assistance Program for historic preservation-based facade improvements in eighteen communities

**Center for Rural Pennsylvania, Harrisburg, Pennsylvania**

Variety of interactive consultant services, including visioning leadership, public presentations, service on professional panels



**City of DuBois, DuBois, Pennsylvania**

National Register historic district nomination; community development planning services, including a Downtown Program assessment, facilitation of a visioning process, creation of a Downtown Economic Development Action Plan, and the development of design guidelines for downtown rehabilitation project

WS #7.

**Johnstown Area Heritage Association, Johnstown, Pennsylvania**

Community development consultancy, visioning, development of a volunteer-based action plan, grantsmanship, etc., to assist with the development and implementation of a comprehensive downtown revitalization strategy

**City of Kingston Historic Preservation Commission, Kingston, New York**

Cultural resource survey of the Midtown West commercial and residential neighborhood

**Rockland County Historic Preservation Commission, Pomona, New York**

Design of a county-wide cultural resource survey system for this county-wide Certified Local Government

**Stone Heritage, Inc., Stone, Kentucky**

Preparation of National Register historic district nomination for the Village of Stone, Pike County, Kentucky; preparation of National Register nomination for the Fordson Coal Company Buildings, erected in the 1920s by Henry Ford as headquarters to Ford's Kentucky coal operations

**Village of Brockport, Brockport, New York**

Village-wide reconnaissance-level survey of historic resources in a historic Erie Canal community

**Beaver County Community Development Program, Beaver, Pennsylvania**

Preparation of *Design Guidelines* for the Ambridge Historic District, including the Old Economy Village National Historic Landmark

**Northern Kentucky Area Planning Commission, Ft. Mitchell, Kentucky**

Historic resource survey of the cities of Lakeside Park, Ludlow, and Bromley; historic resource survey of the City of Erlanger, Kenton County; Historic Resource Survey of the cities of Elsmere and Ryland Heights, along with other selected portions of Kenton County; Historic Resource Survey of the cities of Independence and Taylor Mill, along with other selected portions of Kenton County.

**City of East Liverpool, East Liverpool Ohio**

Boundary increase for downtown National Register Historic District, combining two small districts and fourteen individually-listed buildings into a single district containing more than one hundred buildings.

**Boone County Historic Preservation Commission, Burlington, Kentucky**

National Register of Historic Places historic district nomination revision for the Burlington Historic District, Burlington, Kentucky; National Register of Historic Places Multiple Property Documentation Form for all of Boone County and fourteen individual National Register nominations

**City of Cumberland, Cumberland Maryland**

National Register of Historic Places historic district nomination for the Rolling Mill Historic District; National Register of Historic Places historic district nominations for Chapel Hill Historic District, Decatur Heights Historic District, and the Greene Street Historic District, residential areas dating from the early nineteenth century

**City of Erlanger, Erlanger, Kentucky**

National Register of Historic Places Multiple Property Documentation Form for the entire city and a historic district nomination for the Erlanger Proper Subdivision Historic District; Historic Structures Survey for this northern Kentucky suburb of Cincinnati

**City of New Rochelle, New Rochelle, New York** Intensive-Level Cultural Resource Survey for a portion of downtown New Rochelle; text development and services associated with the preparation of *The Preserver*, the newsletter of the City's Historic Landmarks Review Board; Reconnaissance-Level Historic Resource Survey for this community, long known as the "Queen City of Long Island Sound"

**Jefferson County Area Agency on Aging, Brookville, Pennsylvania**

Grantsmanship services and historic preservation consultancy associated with the rehabilitation of an abandoned foundry and railroad station for use as the senior citizens' social service centers in two communities; grantsmanship services and historical consultancy for \$1.2 million rehabilitation of the Parker Blood Block, Brookville, Pennsylvania, converted for use as nonprofit corporate offices



**Oil Heritage Region, Inc., Oil City, Pennsylvania**

Preparation of an 800-building National Register of Historic Places historic district nomination within the City of Oil City, Pennsylvania; 12-county National Register Multiple Property Documentation Form entitled, "Historic Resources of the Oil Industry in Western Pennsylvania: 1859-1945," and three National Register of Historic Places historic district nominations within a multi-county heritage park containing a total of more than 1,000 resources

**Village of Lancaster Historic Preservation Commission, Lancaster, New York**

National Register of Historic Places Multiple Property Documentation Form and seventeen individual National Register nominations

**City of Glen Cove, Glen Cove, New York**

Intensive-Level Historic Resource Survey for the City of Glen Cove, along the famous "Gold Coast" on the north shore of Long Island

**City of St. Marys, St. Marys, Pennsylvania**

National Register of Historic Places historic district nomination for a mixed-use district containing 499 individual resources.

**City of DuBois, DuBois, Pennsylvania**

Historic Resource Survey and National Register Historic District nomination for the DuBois Historic District, a commercial historic district encompassing the central business district of DuBois, Pennsylvania and containing 59 resources

**Borough of Beaver & Beaver Area Heritage Association, Beaver, Pennsylvania**

Consultancy for historic resource survey and preparation of National Register of Historic Places historic district nomination for the Beaver Historic District, a mixed-use historic district containing 1,456 resources; successful grantsmanship services regarding the rehabilitation of an abandoned railroad station and its conversion to a local history museum

**City of Salem, Salem, Ohio**

Certified Local Government grant-sponsored projects including a comprehensive historic architectural survey of the central business district, historic residential neighborhoods, industrial sites, and scattered sites associated with the community's Quaker heritage; historic preservation educational presentation at "Downtown Restoration Seminar;" research and preparation of a nomination to National Register for the Downtown Salem Historic District.

**Borough of Mercersburg, Mercersburg, Pennsylvania**

Three Certified Local Government contracts to provide historic preservation expertise to Borough Historical and Architectural Review Board, including the review of proposed construction projects, the development and presentation of educational workshops and publications, including a historic architectural coloring book and study guide that were honored with an award from the Pennsylvania Federation of Museums and Historical Associations.

## NATIONAL REGISTER NOMINATIONS

### Missouri

Moberly Commercial Historic District  
 Joplin and Wall Avenues Historic District  
 Main and Eighth Streets Historic District  
 South Main Street Historic District  
 Cuba High School Annex  
 Uptown Cuba Historic District

### West Virginia

New Salem Baptist Church  
 Graham-Davis Historic District  
 Boyd Avenue Historic District  
 Clary's Mountain Historic District  
 George Washington Hollida House  
 Lee-Throckmorton-McDonald House  
 Marlowe Elementary School  
 James Mason House and Farm  
 "Maidstone-on-the-Potomac"  
 Miller Tavern and Farm  
 Mt. Pleasant School  
 Moses Nadenbousch House  
 Newcomer Mansion  
 Orndoff-Cross House  
 "Overlook"  
 Robinson-Tabb House  
 George Schlack House  
 Scrabble Historic District  
 Spring Mills Historic District  
 Strode-Morrison-Tabler House and Farm  
 Tabler's Station Historic District  
 John VanMetre House  
 Thomas VanMetre House  
 Ronceverte Historic District  
 Mount Hope Historic District  
 "Elmwood-on-the-Opequon"  
 Williamson Historic District  
 Downtown Buckhannon Historic District  
 Town of Bath Historic District  
 Weston Downtown Residential Historic District  
 Fleming-Watson Historic District  
 Wees Historic District

### PENNSYLVANIA

Brookville Historic District  
 Gray-Taylor House  
 Brockwayville Passenger Depot, Buffalo, Rochester, and Pittsburgh Railroad  
 Brookville Presbyterian Church and Manse  
 Herpel Brothers Foundry and Machine Shop  
 Beaver Historic District  
 Emlenton Historic District  
 Butler Historic District  
 Foxburg Country Club and Golf Course

Dubois Historic District  
 Decker's Chapel  
 Ridgway Historic District  
 Johnsonburg Commercial Historic District  
 O. B. Grant House  
 Lake City School  
 John E. Weidenboerner House  
 Jefferson Theater  
 T. M. Kurtz House  
 Christian Miller House  
 Redford Segers House  
 U. S. Post Office-Punxsutawney  
 Bradford Historic District  
 Milford Historic District (Original and Boundary Increase)  
 Susquehanna Country Court House Complex  
 Wellsboro Historic District  
 Oil City Downtown Commercial Historic District  
 Oil City North Side Historic District  
 Oil City South Side Historic District

### **New York**

Bruce-Briggs Brick Block  
 Clark-Lester House  
 Depew Lodge No. 823, Free and Accepted Masons  
 Lancaster Municipal Building  
 Liebler-Roll Gasoline Station  
 Miller-Mackey House  
 Dr. John J. Nowak House  
 John Richardson House  
 Herman B. VanPeyma House  
 Zuidema-Idsardi House  
 Historic and Architectural Resources of the Village of Lancaster, Erie County, New York

### **Maryland**

Chapel Hill Historic District  
 Decatur Heights Historic District  
 Greene Street Historic District  
 Rolling Mill Historic District

### **Kentucky**

Paducah Northside Historic District (in process)  
 Burlington Historic District (Boundary Increase)  
 Erlanger Proper Subdivision Historic District  
 Park Hills Historic District  
 Central Frankfort Historic District  
 Whitesburg Historic District  
 Fordson Coal Company Buildings  
 Stone Historic District  
 Cote Brilliant Historic District  
 Historic and Architectural Resources of the City of Erlanger, Kenton County, Kentucky  
 Historic and Architectural Resources of Boone County, Kentucky

### **North Carolina**

Mooresville Mill Village Historic District  
 Mebane Downtown Commercial Historic District  
 Old South Mebane Historic District

## Ohio

Schlee-Kemmler Building  
 Barnett-Criss House  
 Booth Homestead  
 McCracken-McFarland House  
 McCracken-Scott House  
 Adams-Gray House  
 George W Adams House  
 Adena Court Apartments  
 Arlington Hotel  
 Black-Elliott Block  
 Blocksom-Rolls House  
 Charles Brendel House  
 Brighton-Dryden Historic District  
 Buckingham-Petty House  
 Nicholas Chrisman House  
 Clossman Hardware Store  
 William Denison House  
 Dresden Suspension Bridge  
 Fairmont Avenue Historic District  
 Ernest J. Gorsuch House  
 Ralph Hardisty Stone House  
 William Rainey Harper Log House  
 Harper-Cosgrave Block  
 William B. Harris House  
 George and Edward Kearns House  
 James Hunter Stone House  
 Lafayette Lodge No. 79  
 William Lash house  
 Lilienthal Building  
 McCully Log House  
 McIntire Terrace Historic District  
 Muskingum College Campus Historic District  
 Muskingum River Lock No. 10 and Canal  
 Ohio Power Company  
 Mound house  
 Peairs Homestead  
 "Prospect Place"  
 St. James Episcopal Church  
 St. John's Lutheran Church  
 St. John's Evangelical Lutheran Church  
 St. Thomas Aquinas Church  
 Frederick Augustus Seborn House  
 David Stormont House  
 Capt. James Boggs Tannehill House  
 "Westview"  
 Perry Wiles Grocery Company  
 Zanesville YWCA

The following pages contain selected images from representative projects.



The two pages which follow are excerpted from the chapter revisions to the City of Aurora (Ohio) *Historic Preservation Plan* completed by Historic preservation Consultant David Taylor.

### 3: Factors Impacting Aurora's Historic Resources

## TRANSPORTATION



The agricultural character of Aurora, shown here in a historic photo of the Jackson farm on North Chillicothe Road, was nearly eradicated by suburbanization. Remaining agricultural, natural, and cultural landscapes in the City should be retained.

#### Automobile Traffic

3.1 The Landmark Commission firmly supports the maintenance of Routes 43 and 82 at their existing right-of-way dimensions.

3.2 The computerized traffic signal loop system, presently in the planning stages, will have a positive impact upon traffic flow; its final design should be incorporated with any streetscape development within the historic areas of the City and will be monitored by the Commission.

#### Commuter Rail Service

3.3 Depending upon its location, the siting of a depot in Aurora could have an adverse impact upon the City's historic resources and the plans for the development of any such project will be presented to the Landmark Commission for an assessment as to its impact. Potential sites have not been selected.



The visual quality of the Route 43/Pioneer Trail intersection, with overhead wiring and lack of pedestrian amenities, clearly illustrates the need for planning for a street-scapes program which is sympathetic to the character of the historic district and is inviting to pedestrians.

### HISTORIC PRESERVATION ISSUES RELATED TO TRANSPORTATION

3.4 The widening of highways can significantly affect the character of established districts and individual historic properties. Such projects result in:

- ☐ alterations of traditional setbacks
- ☐ modification in the appearance of the streetscape, due to a decrease in green space and the increase of paving materials.
- ☐ increase in automobile traffic and related road noise
- ☐ the encouragement of land use conversions from residential to commercial uses
- ☐ potential for increased demands for parking

<sup>1</sup>The revisions to Chapters 3, 4, and 5 of the *Plan* were the result of an interactive planning process facilitated by Taylor & Taylor Associates. This process incorporated input from the Landmark Commission, local elected officials, department heads from the City administration, and two well-advertised community meetings, during which public comment was received and was integrated into the final chapter revisions.

## PLANNING ISSUES RELATED TO TRANSPORTATION

3.5. The Commission will facilitate the assembly of pertinent information for the review of the Ohio Historic Preservation Office and the Advisory Council on Historic Preservation as part of the review of any federally funded or licensed project.<sup>2</sup>

3.6 Discussion will continue on the upgrade or re-design of feeder routes to the City's major arteries. The City will assure that such developments do not impact adversely on historic districts or on individually-significant historic resources by guaranteeing that the Landmark Commission will be involved from the earliest stages of planning for such undertakings.

3.7 The Commission will maintain close contact with the process of planning for any utility line replacement within Aurora, and the City, through the appropriate initiating department(s), will actively involve the Commission in the planning for such undertakings, beginning with the earliest stages of such planning.

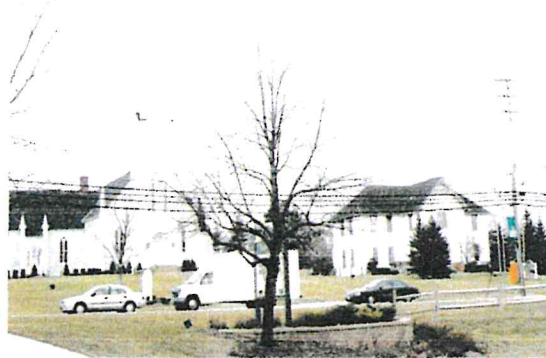
3.8 The City will include the Commission as an active partner in all reviews and evaluations of studies of the transportation system in Aurora and their impact upon the historic residential character of the City.



Transportation, recreation, and comprehensive planning should consider the creation of new public green spaces and the retention and improvement of such existing areas.



The character of the town center has changed dramatically from the early years of the twentieth century, yet, as shown in the photography at the right, there remain some essential community "paperweights" which should always be retained.

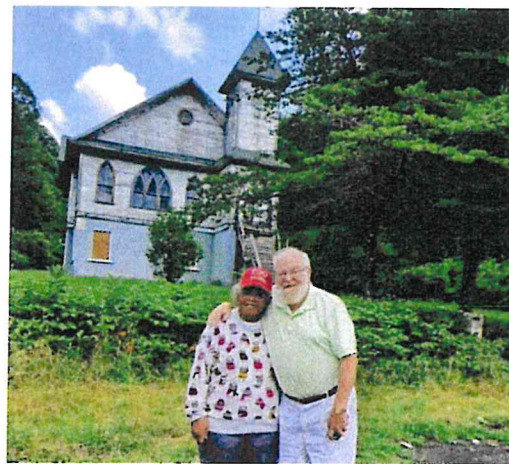


<sup>2</sup>The role of the Advisory Council and the Section 106 review process are explained in the Appendices to this Plan.



# **NATIONAL REGISTER NOMINATION, New Salem Baptist Church, Tams West Virginia**

The Preservation Alliance of West Virginia selected David Taylor to prepare a nomination to the National Register of Historic Places for this 1921 African-American Baptist Church located in Tams, West Virginia, formerly a coal camp wholly owned by William Tams. In the mid-1950s, Tams sold the coal company and all vestiges of the coal camp were demolished except for this iconic church that remains a symbol of the West Virginia coal industry and its African-American workers and their families. In addition to images of the church, consultant David Taylor is shown with Queenie Schoolcraft, the oldest living member of the congregation.





**HISTORIC LANDMARKS COMMISSION, CITY OF FERGUSON, MISSOURI**  
**Historic Downtown and Old Ferguson East Neighborhood Survey**

The City of Ferguson engaged David Taylor to conduct an intensive-level historic resource survey of portions of the community's central business district as well as the Old Ferguson East neighborhood, a large residential area adjacent to the downtown. This project recorded hundreds of historic homes, commercial properties, institutional buildings, churches, and schools dating from the 1880s well into the 1960s. The project also incorporated public meetings and a final report that discussed the survey, its goals and achievements, and recommended several areas for nomination to the National Register of Historic Places.





## SURVEY AND NATIONAL REGISTER HISTORIC DISTRICT NOMINATIONS Joplin, Missouri

WS #7.

For three consecutive years, David Taylor was selected by the City of Joplin, Missouri to prepare National Register historic district nominations for areas within downtown Joplin. These small districts include commercial buildings dating from 1891 through the 1930s. Among these are properties associated with Joplin's position as a leading mining center in the early twentieth century along with an industrial building which served as an assembly facility for Model T Ford automobiles. The three projects also involved Taylor's surveying of Murphysburg, the city's earliest neighborhood. The images below illustrate representative streetscape views as well as views of individual properties in the districts.



## CENTRAL FRANKFORT HISTORIC DISTRICT

### Frankfort, Kentucky

Frankfort, Kentucky's capitol city, had four National Register districts whose nominations dated back as far as the 1970s. Included were National Historic Landmarks, residential areas dating from the late eighteenth century to the 1920s and containing the homes of state and national figures, as well as the 1820s state capitol building, and all of Frankfort's historic central business district. David Taylor was engaged by the City of Frankfort and Downtown Frankfort, Inc. to conduct an intensive-level historic resource survey of the entire area and to prepare a new historic district nomination for a combined district, including some areas not previously listed. The new Central Frankfort Historic District ultimately contained more than 400 individual resources, including the 1850 Kentucky State Arsenal.





**HUBBARD HEIGHTS NEIGHBORHOOD**  
**Historic Resource Survey**  
**Stamford, Connecticut**

WS #7.

This project consisted of an intensive-level survey of a Stamford residential neighborhood dating from the early 1920s. The area consisted of detached homes representing a variety of architectural styles and vernacular property types. In addition to the survey, a public meeting was held at the conclusion of the project to explain the findings of the survey and to assess the opinions of the residents regarding the next steps to be carried out.





## TOWN OF BATH HISTORIC LANDMARKS COMMISSION

### Berkeley Springs, West Virginia

WS #7.

Since the 1700s, this renowned mineral springs community in West Virginia's Eastern Panhandle has been popular with those—including George Washington—seeking to “take the waters” for medicinal purposes. The community had never undergone a systematic survey to identify the historic resources found within and David Taylor was chosen by the local landmarks commission to complete the first-ever cultural resource documentation project for the town. The project identified more than 150 historic residential, commercial, and institutional properties, including a series of buildings associated with the mineral springs. A second project involved Taylor's preparation of a National Register historic district nomination for the entire area. The images below illustrate the diversity of resources identified in this culturally-rich community.





## HISTORIC RESOURCE SURVEY

### Greenville, North Carolina

WS #7.

David Taylor was selected by the City of Greenville and the North Carolina State Historic Preservation Office to complete a survey project in this historic eastern North Carolina community. The project involved the comprehensive survey of the East Fifth Street area, a residential district adjacent to East Carolina University which is on the state's National Register Study List. The project also included the surveying of a variety of individual properties scattered throughout the community and the preparation of neighborhood survey forms for nine different neighborhoods, to assess their potential for placement on the Study List. Among the properties surveyed were single-family residences, historic schools and churches, a 1950s grain elevator, a historic 1937 service station, and a distinctive 1941 fire-rescue tower built by a local philanthropic donation to the community.





**WINSLOW ROAD HISTORIC ARCHITECTURE SURVEY  
& LOCAL HISTORIC DISTRICT DESIGNATION  
Shaker Heights, Ohio**

WS #7.

The Cleveland suburb of Shaker Heights is internationally known as one of America's first truly planned communities. Dating from the early decades of the twentieth century and after, the architecture of Shaker Heights represents the work of many regionally and nationally prominent architects from the period. Winslow Road is a distinctive neighborhood in that it consists solely of double houses purposely designed to appear as single-family dwellings. Using the Ohio Historic Preservation Office's I-form for historic resources surveys, David Taylor conducted an intensive-level survey of this neighborhood preparatory to its being designated a local historic district. Below are representative views of the project area.



**Following is the 2021 National Register nomination for the  
New Salem Baptist Church, Tams, Raleigh County, West Virginia**

## National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

### 1. Name of Property

Historic name: New Salem Baptist Church

Other names/site number: N/A

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

### 2. Location

Street & number: 2197 McAlpin Road

City or town: Tams State: WV County: Raleigh

Not For Publication: ☐ Vicinity: ☐

### 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this    nomination    request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property   X   meets    does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

   national    statewide   X   local

Applicable National Register Criteria:

  X   A    B   X   C    D



Deputy State Historic Preservation Officer

**Signature of certifying official/Title:****Date**

West Virginia State Historic State Historic Preservation Office

**State or Federal agency/bureau or Tribal Government**

In my opinion, the property \_\_\_ meets \_\_\_ does not meet the National Register criteria.

**Signature of commenting official:****Date****Title :****State or Federal agency/bureau  
or Tribal Government****4. National Park Service Certification**

I hereby certify that this property is:

- \_\_\_ entered in the National Register
- \_\_\_ determined eligible for the National Register
- \_\_\_ determined not eligible for the National Register
- \_\_\_ removed from the National Register
- \_\_\_ other (explain:) \_\_\_\_\_

Signature of the Keeper

Date of Action

**5. Classification****Ownership of Property**

(Check as many boxes as apply.)

Private:

☒

Public – Local

☐

Public – State ☐Public – Federal ☐**Category of Property**(Check only **one** box.)Building(s) ☒District ☐Site ☐Structure ☐Object ☐**Number of Resources within Property**

(Do not include previously listed resources in the count)

Contributing

1                              1

Noncontributing

buildings

sites

structures

objects

Total

Number of contributing resources previously listed in the National Register 0**6. Function or Use****Historic Functions**

(Enter categories from instructions.)

RELIGION/church          **Current Functions**

(Enter categories from instructions.)

RELIGION/church

## Description

### Architectural Classification

(Enter categories from instructions.)

MID-19<sup>TH</sup>-CENTURY/Gothic Revival

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**Materials:** (enter categories from instructions.)

Principal exterior materials of the property: WOOD/weatherboard

CONCRETE/concrete block

STUCCO

### Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

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### Summary Paragraph

The New Salem Baptist Church (Photos 1-12; Figs. 1-4) is a one-story gable-front wood frame Gothic Revival-style church, with a significantly raised basement, sited on a 0.275-acre parcel at the base of a steep wooded slope on McAlpin Road in the unincorporated rural village of Tams, Raleigh County West Virginia. Tams is approximately 13 miles east of the county seat of Beckley and approximately 70 miles southeast of the state capitol at Charleston. The church is located immediately north of the former roadbed of the Chesapeake & Ohio Railroad and along a stream known as Winding Gulf (originally spelled Gulph").<sup>1</sup>

### Setting

The New Salem Baptist Church is located at the base of a steep hill in an isolated, rural, mountainous area of Raleigh County, West Virginia, along the unpaved McAlpin Road. Except

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<sup>1</sup> Interview with W. P. Tams, Jr., West Virginia State Archives, June 29, 1973. Accessed on YouTube, August 2, 2021.

for grassy areas in front of and behind the church, thick woods surround the building to the north, east, and west. An unpaved parking area is immediately south of the church, between the church, railroad trackage, and Winding Gulf, the small stream that is south of the railroad. Another small waterway known as the Alderson Branch empties into Winding Gulf west of the church and south of the railroad. The church is sited near the center of an 80' x 150' lot. Portions of the lot were historically enclosed within a wood fence (Photo 14), but all that remains are several masonry piers that are uncounted landscape features within the context of the nomination.

### **Exterior**

The New Salem Baptist Church (Photos 1-12; Figs. 1-4) is a rectangular single-story gable-front 1921 Gothic Revival-style church built upon a significantly raised basement, with a raised primary and secondary entrance. The building measures c. 50' x 30' and rests on a parged concrete block foundation that is substantially raised. The exterior walls of the basement level are finished in stucco, while the remainder of the building is clad with horizontal weatherboard wooden siding (Photos 1, 2, 3). Overall, the exterior is in fair condition.

Moving counterclockwise along the façade (south elevation), a pyramidal-roofed square cross-tipped bell tower with substantial eaves dominates the southeast corner (Photo 1). The tower extends upward above the highest point of the ridgeline of the building. A circular oculus, originally louvered (Fig. 4) is near the peak of the tower and a non-historic wooden staircase has replaced the original entry stair and accesses the main entrance to the sanctuary at the foot of the bell tower. The entryway incorporates original paneled double-leaf lancet-arched wood doors.

### **Basement Level**

On the façade, the basement level is penetrated by a pair of flat-topped windows, one six-over-six and one boarded over. Near the front left corner of the raised foundation, a datestone is set into the foundation detailing the date of its laying (September 25, 1921) as well as the name of the pastor and board members of the church at the time (Photos 1-3; 12). The datestone lists the Rev. B. L. Ziegler as the pastor and "Official Board" including "Bro. W. P. Burke, Bro. Joe Jones," along with James Powell, Onie Akins, W. M. Barksdale, J. C. Burke, Walter Parks, Ed Carmikle, and John Easter with W. P. Burke as Financial Secretary and Alex Barpour as recorder. As was the custom of the day, the church's cornerstone was laid by the "Grand Lodge of W. Va., A. F. and A. M.," signifying the Ancient Free and Accepted Masons.



The eastern and western side elevations of the basement each exhibit six bays on the first floor, containing original six-over-six flat-topped wood sash except for the northernmost bay on the east elevation that contains a cast iron coal chute. The northern elevation of the basement is four bays in width penetrated by six-over-six flat-topped windows as well as a doorway near the eastern end of the wall and an exterior red brick furnace chimney off-center between the windows.

A substantial non-historic wooden accessibility ramp (Photo 2) has been added to this elevation to provide access to the sanctuary. A single exterior brick chimney is off-center on the rear elevation.

### First Story

The first-story fenestration of the upper façade exhibits a large centered lancet-arched nine-panel window with wood mullions. Flanking this window are single five-over-four lancet-arched windows, also with wood mullions. The pediment of the gable end contains a second circular oculus. The matching side elevations are six bays in width, with each bay containing two original lancet-arched five-over-four wood windows. The center two bays of each side elevation extend slightly outward from the main building and terminate in a gable wall dormer. The dormers, as well as the main building, and the bell tower, are finished with asphalt shingle roofing (Photo 3). Four five-over-four lancet-arched windows are present on the rear (north elevation) on the main level.

### Interior

The interior of the church exhibits few alterations (Photos 4-11; Figs. 1, 2). Among these are two bathrooms in the basement level (Photo 1; Drawing 1) and the installation of a suspended ceiling in the sanctuary; one missing ceiling panel indicates that the original plaster ceiling is intact above and is modestly finished, without ornament. The sanctuary has an open floor plan (Photos 4-10) with two banks of curved wooden pews separated by a center aisle and facing the pulpit at the rear (south) end of the church. The pews exhibit carved lancet-arched side panels and racks for hymnals are affixed to the backs of the pews. The pulpit is raised two steps above the main floor and stands behind a wood railing and balustrade with turned balusters on each side. Behind the pulpit are additional rows of pews serving as the choir loft.

The interior walls of the sanctuary are finished in smooth plaster and original wood floors are present throughout; trim is of wood and is modest in its detailing. A small office (Photo 7) is located in the southwest corner and a corresponding rear entry vestibule (Photo 6) is in the



southeast corner. At the rear of the sanctuary a stairway with an open railing and turned wooden balustrade accesses the first floor (Photo 9). The roof structure is supported by steel columns that extend through the basement and the sanctuary; they are uncovered in the basement and are enclosed with wood in the sanctuary. (Photos 4-7).

The basement serves as a fellowship hall and dining area (Photo 11; Fig. 2). A small kitchen is at the western end of this area, a closet is under the lower level of the stairs, and, as noted above, two modern restroom facilities have been added and are centered along the southern wall.

### Integrity

With respect to the building's historical integrity, it irrefutably retains integrity in all of its composite qualities of location, design, setting, workmanship, materials, feeling, association. But for the construction of non-historic front steps and rear handicapped ramp, the church appears essentially the same as it did when it was constructed in 1921.

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## 7. Statement of Significance

### Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B. Property is associated with the lives of persons significant in our past.
- ☒ C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D. Property has yielded, or is likely to yield, information important in prehistory or history.

**Criteria Considerations**

(Mark "x" in all the boxes that apply.)

☒

A. Owned by a religious institution or used for religious purposes

☐

B. Removed from its original location

☐

C. A birthplace or grave

☐

D. A cemetery

☐

E. A reconstructed building, object, or structure

☐

F. A commemorative property

☐

G. Less than 50 years old or achieving significance within the past 50 years

**Areas of Significance**

(Enter categories from instructions.)

ARCHITECTUREETHNIC HERITAGE/African-AmericanSOCIAL HISTORY/coal camp church**Period of Significance**1921-1971**Significant Dates**19211928**Significant Person**

(Complete only if Criterion B is marked above.)

**Cultural Affiliation**

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**Architect/Builder**

Unidentified

**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

### Narrative Description

The New Salem Baptist Church<sup>1</sup> is locally significant and meets National Register Criteria A and C. The church meets Criterion A both for its lifelong association with mining history and with the African-American community in this rural Raleigh County settlement. The Criterion C significance of the church derives from its position as a Gothic Revival church building located in a rugged, rural area of southeastern West Virginia.<sup>2</sup> The Period of Significance for all three Criteria is 1921-1971, corresponding to the date of construction of the building, its unbroken span of history, and extending to 1971, encompassing its long life and corresponding to the National Register 50-year guideline. The significant dates associated with the property are 1921, its date of construction, and 1928, when the New Salem congregation was able to purchase the building from its original builder. The nominated property meets National Register Criterion Consideration A, since, while it is owned by a religious organization and is used for religious purposes, it is not nominated for religion but for its architecture and for its role in ethnic heritage and social history, as an anchor building and last remnant of a once-thriving West Virginia coal camp.

Tams' 1977 obituary chronicled his 70-year career:

Coal operator W. P. Tams died on August 3, 1977, at age 94. Tams studied engineering at Virginia Tech before going to work in 1904 for coal operator Sam Dixon in the southern West Virginia coalfields. Four years later, Tams launched his own company, known as Gulf Smokeless Coal in the new Winding Gulf coalfield. He

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<sup>1</sup> The word, "Salem" is an ancient Hebrew word generally interpreted to mean "peace." Geographically, the name is also associated with ancient Jerusalem. It became a popular place name in America as early as the seventeenth century.

<sup>2</sup> The property was recorded in 2001 by the West Virginia State Historic Preservation Office which at that time, deemed the property eligible for listing in the National Register of Historic Places; it was later surveyed in 2021 as part of a Section 106 review and its eligibility was re-affirmed.



founded the Raleigh County town of Tams as his company's headquarters and later acquired another coal operation in neighboring Wyoming County.

Tams was an unusual coal operator in several ways. First, he retained his company's independence at a time when most operations were being consolidated into large conglomerations. He didn't sell out until he retired in 1955. Another thing that separated Tams from other coal operators is that he lived his long life in the same town as many of his miners. The town of Tams was a model coal camp for its time. And his modest bachelor home was no larger than those occupied by most of his miners. His major indulgence was a sizable personal library. W. P. Tams is considered the last of the old-time coal barons.<sup>3</sup>

Tams' new community included houses, a company store that sold food, clothing, a variety of merchandise—including coffins—an amusement facility that incorporated a gymnasium that doubled as a dance hall, a bowling alley, and five pool tables, a swimming pool with heated water, separate bath houses for Whites and African American miners, and the first movie house in Raleigh County. Some additional similar amenities were provided in the section of town occupied by African Americans.<sup>4</sup>

Members of various cultures moved into the community that bore its founder's name.

African Americans and various immigrant groups typically were forced to live in separate sections of company towns. For African Americans and European immigrants, the company towns were a culture shock. Racial and ethnic violence occurred in a number of communities. To maximize productivity while maintaining peace, coal companies tried to keep a balance in numbers among native whites, blacks and immigrants—a “judicious mixture,” as dubbed by operator Justus Collins. Blacks attended different churches and schools. In addition, blacks and immigrant groups formed their own cultural institutions and fraternal orders.<sup>5</sup>

By 1920 Tams surpassed the county seat of Beckley in population, with a citizenry of 1,200 and upwards of 200 houses.

The new town was located along the Beckley seam of coal and by 1910, African-American mining families had begun worshipping in a private residence within the new settlement. A typical racially-segregated community, Tams was divided into “Colored Town, American Town, and Immigrant Town.” The church building was constructed under the pastorate of the Rev. Mr. B. L. Ziegler in 1921 to serve the Black population of the coal-mining community of Tams, West

<sup>3</sup>W. P. Tams, Jr. obituary. Internet website <https://www.wvpublic.org/radio/2017-08-03/august-3-1977-coal-operator-w-p-tams-dies-at-94>. Accessed August 1, 2021.

<sup>4</sup>WV State Archives Interview, Op. Cit.

<sup>5</sup>Ibid.

Virginia. Burton L. Ziegler (1877-1948) was an African-American North Carolina-born minister who eventually lived in Bluefield, West Virginia, where he resided at the time of his death. The New Salem congregation consisted of Black miners and their families, who resided in the northern section of Tams. The congregation's Board of Trustees approached Tams, who owned the mine and the entire company town, and asked him to build them a permanent house of worship. Tams acceded to their request and erected the new church, which originally served both Black Baptists and Methodists until the Methodist congregation erected their own church, since demolished.<sup>6</sup> Tams had erected a church for the community's Roman Catholics in 1914. The first pastor was a Rev. Martin, about whom nothing is known. The Rev B. L. Ziegler pastored the congregation throughout the 1920s, departing in 1930.

By 1928, the congregation was able to repay Tams for his expense in constructing the church and he transferred a clear title to the congregation.<sup>7</sup> According to the deed, the church building would belong to the congregation as long as a church remained there. The congregation peaked in the 1930s with a membership of 350. However, in 1955 Tams retired and sold both his mine and the company town. Other coal companies bought the buildings and virtually all but the New Salem Baptist Church is gone, including all of the miners' homes and Tams' own 1909 cottage, where he had lived for the rest of his long life.<sup>8</sup> The congregation has dwindled significantly and all other physical vestiges of the village have disappeared--but the historic church building remains in the hands of its worshippers.

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**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

Criterion A

The 1921 New Salem Baptist Church meets National Register Criterion A for its association with the coal mining industry in early twentieth-century West Virginia, with specific reference to its close long-time association with the African-American community in Raleigh County.

The earliest identification of West Virginia coal dates to 1742, when English explorer John Peter Salley navigated along the Coal River south of Charleston near present-day Peytona in Boone

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<sup>6</sup> Christopher L. Nelson, "New Salem Baptist Church," West Virginia Historic Property Inventory Form, Charleston: West Virginia State Historic Preservation Office, 2012.

<sup>7</sup> This deed was dated September 4, 1928 and was recorded in Raleigh County Deed Book 100 Page 345.

<sup>8</sup> WV State Archives Interview, Op. Cit.



County and wrote about a “great plenty of coals,” thus becoming the first European to write about the natural resource that would define the future of the entire region. Thomas Jefferson later described western Virginia coal in his 1781 *Notes on the State of Virginia*. The coal industry dates to the early nineteenth century and had its birth in the processing of salt for food preservation in the decades prior to refrigeration. In 1817 salt producer David Ruffner began to substitute coal for wood in the boiling of brine in the process of salt production. By mid-century, railroads were developed along the Kanawha River to haul coal to the myriad salt furnaces that grew in that area.

The website of the National Coal Heritage Area (that encompasses thirteen counties) and the Coal Heritage Trail described the growth of the industry and the variety of amenities, including company towns, that developed in its wake:

To accommodate workers, coal companies built towns from scratch, often in a matter of weeks.

Company towns exist across the country; however, the southern coalfield company towns are distinctly West Virginian. When the railroads arrived, southern West Virginia primarily was a mountain wilderness, with a smattering of small towns such as Beckley, Madison and Aracoma (later renamed Logan). Coal companies had to build towns and houses for their miners in some of the most isolated areas of the region. By 1922, nearly 80 percent of West Virginia miners lived in company houses.

Coal companies stripped down the forests to erect simply designed houses, schools and churches, all within close proximity of the mines. The towns followed the branch lines of the C&O, N&W and Virginian railroads. To cut costs, almost all miners' houses were built identically, often of cheap materials. Since most towns, such as Mohegan, were built in isolated areas, miners and their families were totally dependent on the companies for all services. Some companies took much better care of miners and their families by building swimming pools, movie theaters and parks [and churches]. Houses in these model towns included indoor plumbing, electricity and sewer systems.<sup>9</sup>

In 1909, the village of Tams became one of these company towns when William Purviance Tams, Jr. (Photo 13), began the erection of his own company town. Tams (1883-1977) was born in Staunton, Virginia, and was named for his father (1852-1920) who as a cadet at the Virginia Military Institute, Class of 1873 had studied Minerology, Civil and Military Engineering, and Chemistry. The young Tams graduated *summa cum laude* from the Virginia Polytechnical Institute in 1902 with a degree in Engineering and embarked upon mining in 1904 when he went to work for Samuel Dixon in the New River, West Virginia, coalfield. In the Winter of 1905 he came

<sup>9</sup> Internet website [https://coalheritage.wv.gov/coal\\_history/Pages/Company-Towns.aspx](https://coalheritage.wv.gov/coal_history/Pages/Company-Towns.aspx). Accessed August 1, 2021.

into the Winding Gulf area to investigate and in 1908 established the Gulf Smokeless Coal Company in the New Winding coalfield where his coal camp that bore his name would be built two years later. He lived in his town for the rest of his life, save for two years during World War One when he served as a Major in the 42<sup>nd</sup> Machine Gun Battalion of the Fourteenth Division.<sup>10</sup> He would be forever known thereafter as “Major Tams” and was the sole operator of the mine and owned the coal camp outright, remaining a leader in regional mining until his retirement in 1955. Among his myriad accomplishments was his reduction of the working day to nine hours in 1911 and then to eight hours during World War One. Described as “the last of the West Virginia coal barons,” Maj. Tams was the subject of a May 1973 feature article in *Playboy* magazine. A world traveler and voracious reader, Tams also authored *The Smokeless Coal Fields of West Virginia*, published by the West Virginia University Foundation in 1963.

Tams’ new community included houses, a company store that sold food, clothing, a variety of merchandise—including coffins—an amusement facility that incorporated a gymnasium that doubled as a dance hall, a bowling alley, and five pool tables, a swimming pool with heated water, separate bath houses for Whites and African American miners, and the first movie house in Raleigh County. Some additional similar amenities were provided in the section of town occupied by African Americans.<sup>1</sup>

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African Americans and various immigrant groups typically were forced to live in separate sections of company towns. For African Americans and European immigrants, the company towns were a culture shock. Racial and ethnic violence occurred in a number of communities. To maximize productivity while maintaining peace, coal companies tried to keep a balance in numbers among native whites, blacks and immigrants—a “judicious mixture,” as dubbed by operator Justus Collins. Blacks attended different churches and schools. In addition, blacks and immigrant groups formed their own cultural institutions and fraternal orders.<sup>2</sup>

By 1920 Tams surpassed the county seat of Beckley in population, with a citizenry of 1,200 and upwards of 200 houses.

The new town was located along the Beckley seam of coal and by 1910, African-American mining families had begun worshipping in a private residence within the new settlement. A typical

<sup>10</sup>Eugene L. Scott, “Tams Mining Community is the Story of a Man—Maj. W. P. Tams,” *Raleigh Register* (Beckley, West Virginia), July 7, 1946.

<sup>1</sup>WV State Archives Interview, Op. Cit.

<sup>2</sup>*Ibid.*

racially-segregated community, Tams was divided into "Colored Town, American Town, and Immigrant Town." The church building was constructed under the pastorate of the Rev. Mr. B. L. Ziegler in 1921 to serve the Black population of the coal-mining community of Tams, West Virginia. Burton L. Ziegler (1877-1948) was an African-American North Carolina-born minister who eventually lived in Bluefield, West Virginia, where he resided at the time of his death. The New Salem congregation consisted of Black miners and their families, who resided in the northern section of Tams. The congregation's Board of Trustees approached Tams, who owned the mine and the entire company town, and asked him to build them a permanent house of worship. Tams acceded to their request and erected the new church, which originally served both Black Baptists and Methodists until the Methodist congregation erected their own church, since demolished.<sup>3</sup> Tams had erected a church for the community's Roman Catholics in 1914. The first pastor was a Rev. Martin, about whom nothing is known. The Rev B. L. Ziegler pastored the congregation throughout the 1920s, departing in 1930.

By 1928, the congregation was able to repay Tams for his expense in constructing the church and he transferred a clear title to the congregation.<sup>4</sup> According to the deed, the church building would belong to the congregation as long as a church remained there. The congregation peaked in the 1930s with a membership of 350. However, in 1955 Tams retired and sold both his mine and the company town. Other coal companies bought the buildings and virtually all but the New Salem Baptist Church is gone, including all of the miners' homes and Tams' own 1909 cottage, where he had lived for the rest of his long life.<sup>5</sup> The congregation has dwindled significantly and all other physical vestiges of the village have disappeared--but the historic church building remains in the hands of its worshippers.

Long-time resident Ivory Lavendar recalled, "After the Major sold Tams, every year different ones had to move. When people packed to move, you'd have thought there was a funeral going on."<sup>1</sup>

A 2012 survey of the area documented the building and noted that the New Salem Baptist Church was eligible for the National Register "for its association with the social management of a

<sup>3</sup> Christopher L. Nelson, "New Salem Baptist Church," West Virginia Historic Property Inventory Form, Charleston: West Virginia State Historic Preservation Office, 2012.

<sup>4</sup> This deed was dated September 4, 1928 and was recorded in Raleigh County Deed Book 100 Page 345.

<sup>5</sup> WV State Archives Interview, Op. Cit.

<sup>1</sup> Quoted in Yvonne Snyder Farley, "Homecoming," in *Goldenseal* 5:4 (October-December 1979, p. 7.



coal company town, and reflecting a shared concern of both miner's families and the coal operators for the moral and spiritual health of the town residents."<sup>2</sup>

### Criterion C

The New Salem Baptist Church's Criterion C significance for *architecture* derives from its little-altered Gothic Revival stylistic character. Rural Raleigh County possesses a dearth of high-style architecture and the New Salem Baptist Church, incorporating both lancet-arched fenestration and lancet-arched carving on the ends of its wood pulpits, is a distinctive example of Gothic Revival-style architecture. Its style is Gothic Revival, rather than Late Gothic Revival, since it resembles rural church architecture from the 1850s rather than more highly ornamented substantial Late Gothic Revival-style design from the early decades of the twentieth century.

### Summary

Summarizing, the New Salem Baptist Church retains integrity and meets National Register Criterion A for its association with the African-American coal mining community of Raleigh County, West Virginia, and Criterion C as a locally distinctive example of twentieth-century Gothic Revival-style ecclesiastical architecture.

## **9. Major Bibliographical References**

**Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

Farley, Yvonne Snyder. "Homecoming." *Goldenseal*, 5:4, October-December 1979, p 7-16.

Internet website [https://coalheritage.wv.gov/coal\\_history/Pages/Company-Towns.aspx](https://coalheritage.wv.gov/coal_history/Pages/Company-Towns.aspx). Accessed August 1, 2021.

Internet website <https://www.wvencyclopedia.org/timelines/684/list>. Accessed August 2, 2021.

Nelson, Christopher L. "Cultural Historic Survey for the Proposed Newgate Development of Beckley, LLC, Three Marie Highwall Mine, Slab Fork District, Raleigh County, West Virginia." Charleston: West Virginia Division of Culture and History, 2012.

Scott, Eugene L. "Tams Mining Community is the Story of a Man—Maj. W. P. Tams." *Raleigh Register* (Beckley, West Virginia), July 7, 1946, p. 7.

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<sup>2</sup> Nelson, Op. Cit.

W. P. Tams, Jr. obituary. Internet website <https://www.wvpublic.org/radio/2017-08-03/august-3-1977-coal-operator-w-p-tams-dies-at-94>. Accessed August 1, 2021.

**Previous documentation on file (NPS):**

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # \_\_\_\_\_
- ☐ recorded by Historic American Engineering Record # \_\_\_\_\_
- ☐ recorded by Historic American Landscape Survey # \_\_\_\_\_

**Primary location of additional data:**

- ☒ State Historic Preservation Office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Name of repository: \_\_\_\_\_

**Historic Resources Survey Number (if assigned):** RG-0045-0016

**8. Geographical Data**

**Additional Documentation**

Submit the following items with the completed form:

**I. Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.



**II. Sketch map for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.**

**III. Additional items: (Check with the SHPO, TPO, or FPO for any additional items.)**

**Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

**9. Geographical Data**

**Acreage of Property** less than one acre

Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates**

Datum if other than WGS84: \_\_\_\_\_

(enter coordinates to 6 decimal places)

- |              |            |
|--------------|------------|
| 1. Latitude: | Longitude: |
| 2. Latitude: | Longitude: |
| 3. Latitude: | Longitude: |
| 4. Latitude: | Longitude: |

**Or**

**UTM References**

Datum (indicated on USGS map):

☐ NAD 1927    or    ☒ NAD 1983

- |             |                 |                   |
|-------------|-----------------|-------------------|
| 1. Zone: 17 | Easting: 473521 | Northing: 4179615 |
| 2. Zone:    | Easting:        | Northing:         |
| 3. Zone:    | Easting:        | Northing:         |
| 4. Zone:    | Easting:        | Northing:         |

**Verbal Boundary Description** (Describe the boundaries of the property.)

This nomination encompasses the single tract, 80' x 150' described in Raleigh County Deed, No. 100, Page No. 345, dated September 4, 1928.

**Boundary Justification** (Explain why the boundaries were selected.)

The boundaries reflect only the historic and present tract associated with the nominated property.

## Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

## Supplemental Images

### Photo Log

Name of Property: New Salem Baptist Church

City or Vicinity: Tams

County: Raleigh State: West Virginia

Photographer: David L. Taylor

Date Photographed: July 2021

Description of Photograph(s) and number, include description of view indicating direction of camera:

1 of 12: Façade, looking north

2 of 12: Rear elevation, looking south, showing massing, including non-historic handicapped ramp

3 of 12: West side elevation, looking northeast, showing typical side elevation, fenestration, pedimented wall dormer, etc.

## ADDITIONAL DESCRIPTIONS FOLLOW

### Figures Log

Figure 1 of 3: Plan of First Floor

Figure 2 of 3: Plan of Second Floor

Figure 3 of 3: Photo of W. P. Tams, c. 1935, during the heyday of his coal operations, and a date also corresponding to the highest number of members of the congregation of the New Salem Baptist Church.

et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement:** Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

Tier 1 – 60-100 hours

Tier 2 – 120 hours

Tier 3 – 230 hours

Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.

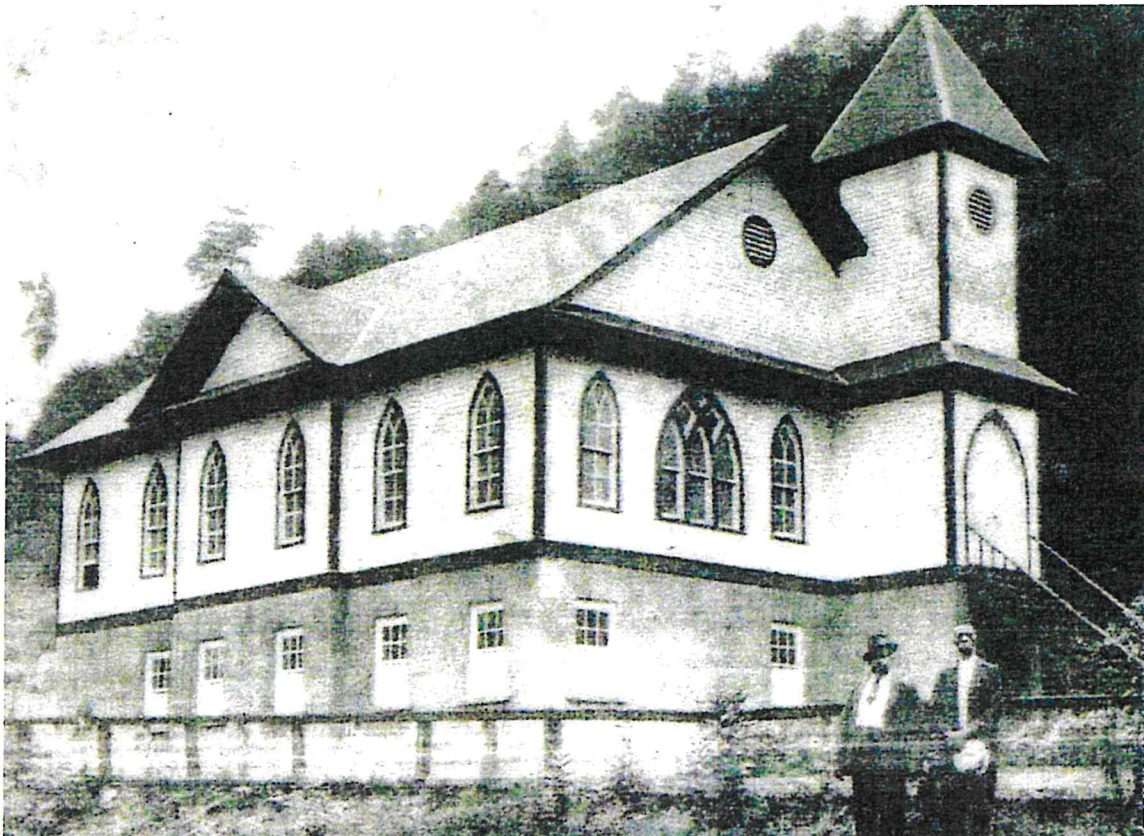












RFP - Historic Preservation Plan  
10/13/2021  
Total Scoring

	Cost	Experience	References	Capability	Total	
Cox McLain		72	71	61	74	278
Taylor		80	68	62	65	275

Crane, Sander and Ballinger Score combined for total amount.

## FP PRESERVATION PLAN

October 13, 2021

City of Moberly

Consultant	Cost (Max. points-30)	Consultant's Experience, Reliability, and Expertise of Personnel (Max. points - 25)	References (Max. points - 20)	Capability of Consultant (Max. points - 25)	Total Points (Max. 100)
Cox - Melhain	25	23	23	24	95
Taylor	27	23	22	20	92

Score Team: Brian Crane (BC), JW Ballinger (JW), Tom Sanders (TS)

Scorer Signature: BCScore Date: 10-15-21



IFP PRESERVATION PLAN

October 13, 2021

City of Moberly

Consultant	Cost (Max. points-30)	Consultant's Experience, Reliability, and Expertise of Personnel (Max. points - 25)	References (Max. points - 20)	Capability of Consultant (Max. points - 25)	Total Points (Max. 100)
DAVID TAYLOR	25	20	20	20	85
COX / McLEAN	20	25	20	25	90

Score Team: Brian Crane (BC), JW Ballinger (JW), Tom Sanders (TS)

Scorer Signature: 

Score Date: 10/18/21

WHILE TAYLOR WAS SLIGHTLY CHEAPER AND EXPERIENCED. THE DIVERSITY AND TOTAL EXPERIENCE ON THE COX/McLEAN TEAM WAS OVERWEIGHTING. A KEY FOR ME WAS A STATEMENT THAT THEY HAD REVIEWED ALL PAST WORK AND WOULD "BRING A FRESH PERSPECTIVE"

## IFP PRESERVATION PLAN

October 13, 2021

City of Moberly

Consultant	Cost (Max. points-30)	Consultant's Experience, Reliability, and Expertise of Personnel (Max. points - 25)	References (Max. points - 20)	Capability of Consultant (Max. points - 25)	Total Points (Max. 100)
DAVID TAYLOR	28	25	20	25	98
(1) BEEN HERE; KNOWS MOBERLY			EXCELLENT		
(2) PHOTO-GRAPHIC PUBLIC SPREADING					
(3) RESEARCH + WRITING SKILLS					
EMILY REED/KEVIN MCLEAN	27	23	18	25	93
(1) NO "RECYCLING"					
(2) TEAM WORK +					
(3) NEW THINKING.					

Score Team: Brian Crane (BC), JW Ballinger (JW), Tom Sanders (TS)

Scorer Signature: Stacy Ballinger

Score Date: 10/15/2021



## CONSULTANT SERVICES AGREEMENT

WS #7.

**THIS AGREEMENT** is by and between **COX|McLAIN ENVIRONMENTAL CONSULTING, INC.** hereinafter referred to as “CONSULTANT” and **THE CITY OF MOBERLY, MISSOURI**, hereinafter referred to as “CLIENT.” CLIENT wishes to retain the CONSULTANT to provide professional services for CLIENT for the project entitled “Moberly Historic Preservation Plan,” and the CONSULTANT is willing to undertake the performance of such work in accordance with the terms and conditions hereinafter set forth:

**SCOPE OF WORK.** CLIENT hereby contracts with the CONSULTANT to perform the following described services, hereinafter collectively referred to as the Services:

See Attachment A (Scope of Services)

**SCHEDULE.** It is agreed that time is of the essence with performance in accordance with the following schedule as part of the bargain:

CONSULTANT and CLIENT will endeavor to reach a mutually agreeable schedule, which will be documented in a schedule developed following notice to proceed. All work will be completed by August 30, 2022.

**COMPENSATION.** CONSULTANT shall be paid for all services rendered on the following basis:

Payment of \$28,921 shall be made to CONSULTANT on a percent-complete basis, billed monthly to the CLIENT.

**TERMS AND CONDITIONS.** THE TERMS AND CONDITIONS, AS PRINTED ON THE REVERSE SIDE HEREOF, SHALL APPLY TO ALL PAYMENTS AND SERVICES UNDERTAKEN PURSUANT TO THIS AGREEMENT, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING.

**SPECIAL PROVISIONS.** The CLIENT and CONSULTANT mutually agree that this Agreement shall be subject to the following Special provisions which, together with the Terms and Conditions hereof and the exhibits hereto, represent the entire Agreement between the CONSULTANT and CLIENT.

None.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement.

CONSULTANT: COX|McLAIN ENVIRONMENTAL  
CONSULTING, INC.

CLIENT: CITY OF MOBERLY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

1. **STANDARD OF CARE.** CONSULTANT shall perform Services in accordance with the standards of professional practice ordinarily exercised at the time and within the locality where Services are performed. The Services shall be carried out in a diligent and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment.
2. **INSURANCE.** It is understood that, in accepting this Agreement, CONSULTANT agrees to carry and to furnish certificates from insurance carrier(s) indicating the following coverages and limits:
  - a. Worker's Compensation - The CONSULTANT shall take out and maintain workmen's compensation insurance covering all employees of the CONSULTANT who shall perform any of the obligations of the Subconsultant hereunder, whether or not such insurance is required by the laws of the State governing the employment of any such employees. If any employee is not subject to the workmen's compensation laws of such State such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws. The policy of insurance shall be in such form and issued by such insurer as shall be satisfactory to the CLIENT.
  - b. Commercial General Liability - with at least \$500,000 per occurrence
  - c. Commercial Automobile Liability - with at least \$200,000 per person and \$500,000 each occurrence
  - d. Professional Liability Insurance (E&O)-with at least \$1 million per occurrence.CONSULTANT shall cause CLIENT and when requested, CLIENT's client, to be named as an additional insured (with respect to the services to be performed under this Agreement) on the CONSULTANT's liability insurance policies.
3. **PAYMENT.** CONSULTANT shall submit a standard monthly invoice describing the Services performed during the preceding month.
4. **CANCELLATION.** CLIENT may terminate this Agreement at any time with or without cause, in which event it shall pay the CONSULTANT for such portion of the Services completed and for materials which may have been provided, up to the date of termination.

This Contract may be terminated for cause based upon failure of CONSULTANT to comply with the terms and/or conditions of the Contract provided that the CLIENT shall give CONSULTANT written notice specifying CONSULTANT's failure. If within thirty (30) days after receipt of such notice, CONSULTANT shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the CLIENT may, at its option, place CONSULTANT in default and the Contract shall terminate on the date specified in the notice.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
5. **PERFORMANCE.** CONSULTANT shall perform the Services as an independent contractor and not as CLIENT's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.
6. **INDEMNITY.** CONSULTANT agrees to indemnify, protect and hold harmless CLIENT from and against all liabilities, claims or demands of every kind for injuries, including death, or damages to any person or property related in any way to the negligence or willful misconduct of the CONSULTANT in performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of CLIENT. Neither the CLIENT nor the CONSULTANT shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, or other events beyond the control of the other or the other's employees and agents.
7. **CONDUCT OF THE CONSULTANT.** The CONSULTANT shall be subject to and operate in compliance with all Federal, State and local laws and regulations including those laws regarding employers' liability, worker's compensation, Federal social security, and unemployment compensation insurance.
8. **HEALTH AND SAFETY.** CONSULTANT shall comply with all statutes, laws, ordinances, or other site-specific rules regarding the health and safety aspects of the Services he is to perform under this Agreement. When requested by CLIENT, CONSULTANT shall designate and promptly notify CLIENT of the name of the CONSULTANT's site health and safety officer.
9. **CONFIDENTIALITY.** CONSULTANT shall not directly or indirectly disclose to any third person or use for its benefit any secret, confidential or proprietary information of the Ultimate Client or CLIENT, nor shall it publish any information concerning the work or the services rendered without the prior written consent of CLIENT.
10. **AGREEMENT.** This Agreement represents the entire agreement of the parties and may be modified only in a writing signed by both parties. If there is any inconsistency or conflict in any of the terms and conditions between this Agreement and CONSULTANT's acknowledgment or acceptance invoice, the terms of this Agreement shall govern and control.
11. **GOVERNING LAW/ARBITRATION.** This Agreement shall be deemed to have been made in the place of performance of the Services and shall be governed by, and construed in accordance with, the laws of that state. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in Travis County, Texas, under its Commercial Real Estate Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### Services to be Provided by the Consultant

The consultant shall prepare a Preservation Plan for the City of Moberly. The Preservation Plan shall identify through a public forum, the preservation goals of the City. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public and produced in such a way that it can be easily accessed and shared with the public. The process and final product shall include:

1. A minimum of one initial consultation meeting between City staff the Historic Preservation Commission and the Consultant to discuss any existing preservation planning documents, the process envisioned by the City, and what the City and Commission's expectations are for the final plan.
2. A minimum of three public meetings or community workshops to solicit citizen input. A minimum of one planning meeting shall be at the start of the process to identify and prioritize historic preservation issues in the community. A minimum of one meeting shall take place to shape and respond to draft goals and objectives and discuss implementation strategies. A minimum of one meeting at the end of the process shall be held to present the plan.
3. Research and create a preservation plan that includes the following information:
  - a. An introduction that explains the purpose of the plan and a brief history of City, including an overview of the preservation efforts that have taken place in the City's history and the benefits of historic preservation in City;
  - b. Review and provide recommendations about existing historic preservation ordinances;
  - c. A clear and concise articulation of the City's long-range vision for historic preservation in City;
  - d. The goals, objectives, and implementation strategies for historic preservation;
  - e. A section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;
  - f. A map showing the geographic area and contributing status of historic properties within the City limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;
  - g. An appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.

The consultant shall submit at least two drafts of the Preservation Plan to the State Historic Preservation Office (SHPO) for review and approval. The consultant shall submit the completed Preservation Plan to the SHPO in both hard and electronic copy.

The plan will be developed in accordance with the following schedule:

Product	Date Due
Submit the agenda, minutes, and sign-in sheets from the first meeting between the City, Historic Preservation Commission, and consultant	12/20/2021
Submit sign-in sheet and minutes from first public meeting	01/31/2022
Submit the first draft of preservation plan	03/15/2022
Submit the sign-in sheet and minutes from second public meeting.	05/15/2022
Submit second draft (100%) of Preservation Plan, complete with all text, photography and graphic design. Submit sign-in sheet and minutes from third public meeting.	06/15/2022
Submission of final project report and fiscal data	08/30/2022

### Assumptions

- Research will be conducted to the extent possible given potential coronavirus restrictions; any such limitations will be noted in the report.
- The City will supply the CMEC team with a consolidated matrix of comments received on the draft plan. The matrix will be reviewed by the City's point of contact for consistency and appropriateness. Any requested revisions will be related to substantive comments and not copy edits.
- The City shall post notices of public meetings on their website and at City Hall and provide opportunities for citizen comment on the Preservation Plan.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #8.

Department: Administration

Date: November 1, 2021

**Agenda Item:** Tannehill Park Splash Pad

**Summary:** Water's Edge ran a bid process, posted bids on Drexel Technologies for contractors, and reached out to prospective contractors. Four companies picked up the plans. Only one submitted a bid – Irvinbilt with a base bid of \$599,700. Staff and Water's Edge concur on the alternates and do not recommend approval of Alternate 1 (asphalt shingle roof which would have been a deduct, but result in more maintenance/replacement cost over time) or Alternate 2 (additional \$15,500 for UV treatment of water as chemical is sufficient).

Irvinbilt is a contractor Water's Edge has much experience with and has high regard for in terms of both quality and not nickel and diming with numerous change orders.

Given the market, this was about where Water's Edge expected it would land in recent weeks both in terms of material and labor prices as well as a couple scope changes including setting a new manhole. This is a fairly limited/bare bones splash pad so there really is not room to trim the scope and the project will not get cheaper by waiting.

This is also a promised project both in the 10 year plan as well as with Swift and their contribution. The project will bring young families downtown, complement the upcoming redevelopment of the old Junior High, and likely spur interest in and potentially improvement of adjacent residential.

**Recommended Action:** Ask staff to bring a resolution to the November 15, 2021 meeting for approval of the base bid.

**Fund Name:** Parks – Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$771,062.22

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

### Council Member

M\_\_\_ S\_\_\_ Brubaker

M\_\_\_ S\_\_\_ Kimmons

M\_\_\_ S\_\_\_ Davis

M\_\_\_ S\_\_\_ Kyser

Passed

Failed



CITY OF MOBERLY

"BID OPENING"  
Sign-In Sheet

Date: 10.27.2021  
2:00 pm

Name

Coral Woodin

Troy Back

Steve Case

Michael Fisher

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company

City of Moberly

1.

Ironbilt Constructors

Waters Edge

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF MOBERLY

"BID OPENING"

Date: 10.27.2021, 2:00 pm

Invinbilt

\$ Base Bid: \$599,700.<sup>00</sup>

Alternates: \$7,000.<sup>00</sup> deduct

\$ Alternate 2: Add \$5,500.<sup>00</sup>

\$

\$

\$

\$

\$

\$

\$

\$

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\$

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\$

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Irvinbilt Constructors, Inc.  
PO Box 1107

Chillicothe, MO 64601

**SURETY (Name and Address of Principal Place of Business):**

Atlantic Specialty Insurance Company  
605 North Highway 169, Ste 800  
Plymouth, MN 55441

**OWNER (Name and Address):**

City of Moberly  
101 West Reed Street  
Moberly, MO 65270

**BID**

Bid Due Date: 10/27/2021

Description (Project Name and Include Location): Tannehill Park Spray Ground  
Moberly, MO

**BOND**

Bond Number: N/A

Date (Not earlier than Bid due date): 10/27/2021

Penal sum Five Percent of Bid Amount  
(Words)

\$ 5%  
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Irvinbilt Constructors, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

Vice President

**SURETY**

Atlantic Specialty Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Tessa R. Turner

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Kelly R. Watson, Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Sean R. Miller, Matthew J. Miller, Dale Gebauer, D. C. Pruett, Amber M. Manning, Chris Miller, Tessa R. Turner, Paige M. Turner, Kelly R. Watson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

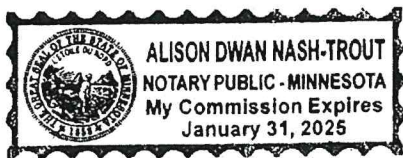
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of October, 2021

This Power of Attorney expires  
January 31, 2025



Kara Barrow, Secretary



Waters Edge Aquatic Design  
WEAD 21-520

Tannehill Park Spray Ground  
Moberly, MO

**SECTION 00 41 00**  
**BID FORM**

**PART 1 - PROJECT IDENTIFICATION**

1.01 Project Name:

Tannehill Park Spray Ground

**PART 2 - THE BID IS SUBMITTED TO:**

2.01 Owner

A. City Clerk

City of Moberly

101 West Reed Street

Moberly, MO 65270

**PART 3 - DATE SUBMITTED:**

3.01 Date: October 27, 2021 (BIDDER TO ENTER DATE)

**PART 4 - BID SUBMITTED BY:**

4.01 Bidder's Information:

Bidder's Name:

Irvinbilt Constructors, Inc.

Bidder's Address:

PO Box 1107

Bidder's City, State, Zip:

Chillicothe, MO 64601

Bidder's Telephone/Fax No.:

660-646-3553

State Contractor License No.: (if applicable)

4.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

4.03 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.04 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

1. Addendum No. <u>1</u>	Addendum Date <u>10/21/21</u>
2. Addendum No. <u>2</u>	Addendum Date <u>10/25/21</u>
3. Addendum No. _____	Addendum Date _____
4. Addendum No. _____	Addendum Date _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Waters Edge Aquatic Design  
WEAD 21-520

Tannehill Park Spray Ground  
Moberly, MO

- D. Bidder has carefully studied all:
1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions, and
  2. Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in the pertinent article of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder had discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.05 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 4.06 Bidder will complete the Work in accordance with the Contract Documents for the following prices (discrepancies between words and figures will be resolved in favor of the words):
- A. Base Bid:
1. Base Bid, Five hundred ninety-nine thousand seven hundred dollars (\$ 599,700 ), in lawful money of the United States of America.
  2. All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with the General Conditions.
- B. Alternates: See Section 01 23 00 - Alternatives for detailed description of each alternate.
1. Alternate 1 - Asphalt Shingles Add/Deduct Seven thousand dollars (\$ 7,000 ), in lawful money of the United States of America.

Waters Edge Aquatic Design  
WEAD 21-520

Tannehill Park Spray Ground  
Moberly, MO

2. Alternate 2 - UV Treatment Add/Deduct - Fifteen Thousand Five Hundred  
dollars  
(\$ 15,500), in lawful money of the United States of America.

- 4.07 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.08 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 4.09 The following documents are to be attached to and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond in the amount of 5% of Bidder's maximum Bid price and as described in the Instructions to Bidders.
- 4.10 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### PART 5 - BID FORM SIGNATURE(S)

- 5.01 If Bidder is a Corporation:

- A. The Corporate Seal of  
B. Irvinbilt Constructors, Inc.  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. [Signature], President  
F. (Authorized signing officer, Title)  
G. (Seal)  
H. \_\_\_\_\_  
I. (Authorized signing officer, Title)

- 5.02 If Bidder is an Individual:

- A. Name (typed or printed):  
B. \_\_\_\_\_  
C. (Bidder - print full name)  
D. By:  
E. \_\_\_\_\_  
F. (Individual's Signature)  
G. Doing Business As:  
H. \_\_\_\_\_  
I. (Authorized signing officer, Title)

- 5.03 If Bidder is a Partnership:

- A. Partnership Name:  
B. \_\_\_\_\_  
C. (Bidder - print the full name of your firm)  
D. By:  
E. \_\_\_\_\_  
F. (Signature of General Partner - attach evidence of authority to sign)  
G. \_\_\_\_\_  
H. (Printed Name of General Partner)

Waters Edge Aquatic Design  
WEAD 21-520

Tannehill Park Spray Ground  
Moberly, MO

5.04 If Bidder is a Joint Venture:

- A. Joint Venturer Name:
- B. \_\_\_\_\_
- C. (Print the full name)
- D. By:
- E. \_\_\_\_\_
- F. (Signature of Joint Venture Partner - attach evidence of authority to sign)
- G. \_\_\_\_\_
- H. (Printed Name of Joint Venture Partner)

5.05 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF SECTION**

October 28, 2021

Attn: Troy Bock, Director  
Moberly Parks and Recreation  
200 N Clark Street  
Moberly, MO 65270

Sent via email: tbock@cityofmoberly.com

Re: Recommendation of Bidder  
Tannehill Park Spray Ground

Dear Troy:

As you are aware, one bid for the Tannehill Park Spray Ground project was received yesterday, October 28, 2021, at 2:00 p.m.

The low Base Bid was determined to be Irvinbilt Constructors, Inc. of Chillicothe, MO with a Base Bid of \$599,700.00, a deductive Alternate bid of \$7,000 for asphalt shingles, and an additive Alternate bid for UV treatment of \$15,500.

For more than two decades I have had positive experiences working with Irvinbilt. A couple of the more recent projects that we've had experience with them are Kirksville Aquatic Center, Brookfield Aquatic Center, and the Chillicothe YMCA renovations. I understood that the City of Moberly has had Irvinbilt on a few water and wastewater projects over the last few decades.

We recommend the City consider Irvinbilt Constructors, Inc. as the Contractor for this project.

I will be preparing the appropriate documents for execution upon the City's decision to proceed with this Contractor. Please contact me with any questions. We look forward to working with you and the City staff throughout the construction phase.

Sincerely,



Michael J. Fisher  
Professional Engineer



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #9.

Department: Finance

Date: November 1, 2021

**Agenda Item:** 2022 health plan renewal rates.

**Summary:** USI has been busy obtaining renewal bids from vendors that supply the various components of our employee health plans. Included here is their report with the calculations for renewals. Although there appear to be savings to be had under Alternate Option #2, 2021 claims paid by the new vendor are limited to \$216,362, and the City is liable for everything beyond that amount. Additionally with this option, the annual total fixed costs are \$31,535 higher than renewing with Sun Life. Staff recommends renewing with the current vendors for an increase of \$1,915 in fixed cost.

The PEPM (Per Employee Per Month) rate calculated here is \$756.18. Our current PEPM rate is \$700.00. This difference represents an 8% increase, or approximately \$90,000 additional annual cost. With current year claims running at 72% and fund balance continuing to build slowly, we can entertain a modest increase of \$25 to \$725 PEPM which would generate an additional \$40,000. This is just one idea and we can entertain others.

### Recommended

**Action:** Renew with the current vendors

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

### Council Member

M\_\_\_ S\_\_\_ Brubaker

M\_\_\_ S\_\_\_ Kimmons

M\_\_\_ S\_\_\_ Davis

M\_\_\_ S\_\_\_ Kyser

Passed

Failed



## **Renewal Information and Exhibits**

Prepared For:

**City of Moberly**

Group ID: G000BN7S

Renewal Effective Date: January 1, 2022

Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Moberly's benefits provider. It has been our pleasure to provide City of Moberly with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Moberly's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

**Renewal Contact Information**

Kyle Kaiser  
Renewal Executive  
St. Louis Group Office  
314-824-5312  
Kyle.Kaiser@mutualofomaha.com



## CITY OF MOBERLY

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### LIFE AND AD&D

Rate Guarantee Period - January 1, 2022 to January 1, 2024

Additional Value Added Services Included - Employee Assistance Program (EAP), Travel Assistance/Identity Theft Assistance

### Life

#### Class Description

All Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
122	\$4,785,550	\$0.100	\$0.180

### AD&D

#### Class Description

All Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
122	\$4,785,550	\$0.020	\$0.020



Mutual of Omaha

**CITY OF MOBERLY****VOLUNTARY LIFE**

Rate Guarantee Period - January 1, 2022 to January 1, 2024

**Voluntary Life****Class Description**

All Eligible Employees

Employee Rate Basis - per \$10,000

Age of Employee	Lives	Volume	Current Rate	Renewal Rate
Less than 24	0	\$0	\$0.940	\$0.940
25-29	1	\$100,000	\$0.940	\$0.940
30-34	1	\$50,000	\$1.060	\$1.060
35-39	0	\$0	\$1.290	\$1.290
40-44	3	\$240,000	\$2.000	\$2.000
45-49	5	\$400,000	\$3.410	\$3.410
50-54	4	\$160,000	\$5.640	\$5.640
55-59	3	\$110,000	\$8.820	\$8.820
60-64	1	\$10,000	\$13.750	\$13.750
65-69	0	\$0	\$24.680	\$24.680
70-74	0	\$0	\$44.200	\$44.200
75-79	0	\$0	\$72.880	\$72.880
80-84	0	\$0	\$72.880	\$72.880
85-89	0	\$0	\$72.880	\$72.880
90-100	0	\$0	\$72.880	\$72.880

Spouse Rate Basis - per \$5,000

Age of Employee	Lives	Volume	Current Rate	Renewal Rate
Less than 24	0	\$0	\$0.490	\$0.490
25-29	0	\$0	\$0.490	\$0.490
30-34	0	\$0	\$0.560	\$0.560
35-39	0	\$0	\$0.680	\$0.680
40-44	3	\$85,000	\$1.050	\$1.050
45-49	2	\$50,000	\$1.790	\$1.790
50-54	2	\$25,000	\$2.970	\$2.970
55-59	2	\$50,000	\$4.640	\$4.640
60-64	0	\$0	\$7.230	\$7.230
65-69	0	\$0	\$12.980	\$12.980

Child(ren) Rate Basis - per \$1,000



Lives	Volume	Current Rate	Renewal Rate	WS #9.
6	\$94,000	\$0.100	\$0.100	



## CITY OF MOBERLY

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### LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2022 to January 1, 2024

### LTD

#### Class Description

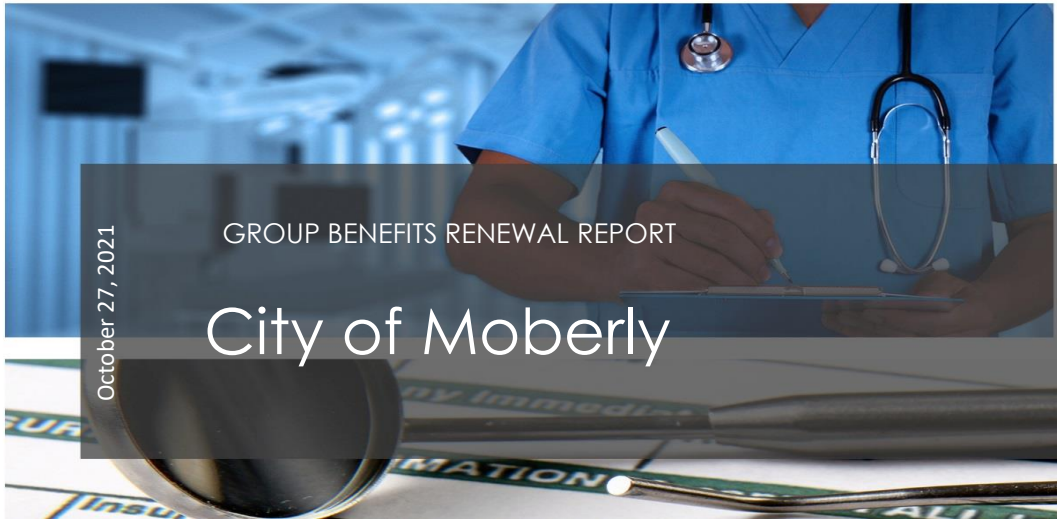
All Eligible Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
122	390,132	\$0.250	\$0.250



Derek Duncan  
Benefits Consultant



October 27, 2021

GROUP BENEFITS RENEWAL REPORT

City of Moberly

Terri Grace  
Account Executive

Kelly Krupp  
Account Manager

Jake Hurley  
Benefits Analyst



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<b>Section One</b>	Executive Summary
<b>Section Two</b>	Medical Plan





## Section One

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# Executive Summary



## Executive Summary

City of Moberly's employee benefits plans are due to renew on 01/01/22.

In preparation of this renewal, USI has received the incumbent renewals, conducted a market review, and reviewed benefit alternatives.

The results of this renewal activity are summarized below and illustrated within.

Medical experience for the current plan year to date is also included.

### Medical Experience – Section II

The current plan year is performing at 79.7% of expected,

This Expected to Net is a difference of \$184,999.

September 2021 Net Claims were at 109% of Expected.

Claims net of amounts over SSL, on a per employee basis, is -5.7% vs prior year.

Observed Medical/Rx Trend is +7.4% to +8.3%.

There are currently 2 claimants over the SSL deductible of \$50,000.

Through all of prior year, there were 5 claimants over SSL.

Rx Claims account for 20.0% of total gross claims for the plan year to date.

USI Book of Business is approximately 21.9%.

### January 01, 2022 Renewal Summary Renewal - Section III

Plan	Carrier	Current \$	Renewal \$	\$ Change	% Change
Annual Administration Premium	UMR	\$80,869	\$82,785	\$1,915	2.4%
Annual Stop Loss Premium	Sun Life	\$364,609	\$364,609	\$0	0.0%
Annual Total Fixed Costs		\$445,479	\$447,394	\$1,915	0.4%
Annual Expected Claims Total		\$1,206,870	\$1,206,870	\$0	0.0%
Annual Maximum Claims Total		\$1,508,587	\$1,508,587	\$0	0.0%
<b>Annual Total Expected Costs</b>		<b>\$1,652,348</b>	<b>\$1,654,263</b>	<b>\$1,915</b>	<b>0.1%</b>
Annual Total Maximum Costs		\$1,954,066	\$1,955,981	\$1,915	0.1%

### Medical Plan – Section III

USI used preliminary stop loss data to leverage Sun Life to a rate hold on the stop loss renewal. The overall fixed costs are an increase of \$1,915 due to the 2.4% increase to the administrative costs. For a more detailed look at the 2022 renewal rates please see the self funded page in the medical plan section.



## Section Two

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## Medical Plan



City of Moberly  
Medical Plan  
Market Review List  
01/01/22 Renewal Date

Carrier	A.M. Best Rating	Coverage Requested	Status	Notes
UMR	A	ASO	Incumbent	Administrative Renewal
Sun Life	A+	Stop Loss	Incumbent	Stop Loss Renewal (FIRM)
Berkshire Hathaway	A+	Stop Loss	Received, Not Presented	Stop Loss Rates 17% Over Current
HCC	A++	Stop Loss	Received, Presented	Stop Loss Rates 8% Over Current (Preliminary)
HM Insurance Group	A	Stop Loss	Declined	Uncompetitive Rates
Optum	A	Stop Loss	Received, Not Presented	Stop Loss Rates 40% Over Current
Swiss Re	A+	Stop Loss	Received, Not Presented	Stop Loss Rates 34% Over Current
Symetra	A	Stop Loss	Received, Presented	Stop Loss Rates 4% Over Current (Preliminary)
Voya	A	Stop Loss	Declined	Will Not Quote Under 200 Enrolled

Any carrier with an A.M. Best financial rating lower than A- does not meet the minimum financial requirements for USI's Errors & Omissions insurance. In the absence of a rating by A.M. Best, or in the case of an NR designation, a Standard & Poor Company rating lower than A will apply. A liability waiver must be signed by the client if insurance coverage is placed with a carrier that does not meet the required financial rating.



City of Moberly  
Medical Plan  
Benefit Outline and Cost Summary  
01/01/22 Renewal Date

Benefit Outline	Current	
	Plan A	Plan B
Carrier	UMR	UMR
Plan Type, Name, Network	PPO	HDHP
Network	Choice Plus	Choice Plus
Deductible (Individual / Family)	\$1,500 / \$4,500	\$2,800 / \$5,600
Non-Network Deductible (Individual / Family)	\$1,500 / \$4,500	\$4,000 / \$8,000
Deductible Embedded / Non-Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$1,750 / \$5,250	\$5,000 / \$10,000
Non-Network OOP Max (Individual / Family)	\$2,000 / \$6,000	\$8,000 / \$16,000
Coinsurance (In / Out)	80% / 60%	80% / 60%
Wellness / Preventive Care	100% (dw)	100% (dw)
Primary Care Office Visit	Deductible then 80%	Deductible then 80%
Specialist Office Visit	Deductible then 80%	Deductible then 80%
Walk-In / Urgent Care Visit	Deductible then 80%	Deductible then 80%
Emergency Room	Deductible then 80%	Deductible then 80%
Outpatient Lab / X-Ray	Deductible then 80%	Deductible then 80%
Complex Imaging (MRI, CAT, PET, et.al.)	Deductible then 80%	Deductible then 80%
Outpatient Surgical Facility	Deductible then 80%	Deductible then 80%
Inpatient Hospital Facility	Deductible then 80%	Deductible then 80%
Retail Prescription Drug Copays	\$10 copay / \$25 copay / \$45 copay	\$10 copay / \$25 copay / \$45 copay (After Deductible)
Mail Order Prescription Drug Copays	\$20 copay / \$50 copay / \$90 copay	\$20 copay / \$50 copay / \$90 copay (After Deductible)
Specialty Prescription Drugs	\$500 copay	\$500 copay (After Deductible)

## Notes

1. (dw) = deductible waived





City of Moberly  
Medical Plan  
Administrative Fees  
01/01/22 Renewal Date

Stop Loss Outline	Current	Renewal
Third Party Administrator	UMR	UMR
Network Name (s)	Choice Plus	Choice Plus
Stop Loss Carrier	Sun Life	Sun Life
Pharmacy Benefit Manager (PBM)	CapRx	CapRx

Per Employee Per Month Fees

Medical Administration	\$43.37	\$44.47
Network Access Fee	Included	Included
Utilization Management	Included	Included
Complex Condition Care	Included	Included
PBM Interface Fee	\$3.00	\$3.00
Dental Admin	\$3.25	\$3.35
Medical & Rx Integration	Included	Included
Vision Admin	\$1.05	\$1.05
Telemedicine	Included	Included
Claim Fiduciary	Included	Included

Total Cost	EE		
Total PEPM Fees	133	\$50.67	\$51.87
Total Additional Fees & Rebates		\$0	\$0
<b>Annual Total</b>		<b>\$80,869</b>	<b>\$82,785</b>
Change from Current			\$1,915
Percentage Change			2.4%



**SOLD**

Stop Loss Outline		Current		Initial Renewal		Revised Renewal		Alternate Option 1		Alternate Option 2	
Third Party Administrator		UMR		UMR		UMR		UMR		UMR	
Network Name(s)		Choice Plus		Choice Plus		Choice Plus		Choice Plus		Choice Plus	
Stop Loss Carrier		Sun Life		Sun Life		Sun Life		Symetra		HCC	
Pharmacy Benefit Manager (PBM)		CapRx		CapRx		CapRx		CapRx		CapRx	
Specific Stop Loss (SSL)		\$50,000		\$50,000		\$50,000		\$50,000		\$50,000	
Laser Liability		None		None		None		TBD		TBD	
Aggregating Specific		\$20,000		\$20,000		\$20,000		\$20,000		\$20,000	
Contract Basis		PAID/12		PAID/12		PAID/12		24/12		24/12	
Coverages Included		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx	
Annual Reimbursement Max		Unlimited		Unlimited		Unlimited		Unlimited		Unlimited	
Advanced Specific Funding		Included		Included		Included		Included		Included	
Laser Waiver at Renewal Included?		Included		Included		Included		Included		Included	
Rate Cap at Renewal (Amount)		50%		50%		50%		50%		81%	
Aggregate Stop Loss (ASL)	Corridor:	125%		125%		125%		125%		125%	
Contract Basis		PAID/12		PAID/12		PAID/12		24/12		24/12	
Coverages Included		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx		Medical & Rx	
Annual Reimbursement Max		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000	
Minimum Attachment		\$1,508,587		\$1,508,587		\$1,508,587		\$1,525,967		\$1,442,411	
Run-in Limit		None		None		None		N/A		\$216,362	
Rates Firm With		Firm		Updated Claims		Firm		Updated Claims		Updated Claims	
Mirrors Plan Document?		Yes		Yes		Yes		Yes		Yes	
Fixed Costs		Enrollment	Premium	Enrollment	Premium	Enrollment	Premium	Enrollment	Premium	Enrollment	Premium
Administration (PEPM)	Composite	133	\$50.67	133	\$51.87	133	\$51.87	133	\$51.87	133	\$51.87
Annual Administration Premium			\$80,869		\$82,785		\$82,785		\$82,785		\$82,785
Change from Current					\$1,915		\$1,915		\$1,915		\$1,915
Percentage Change					2.4%		2.4%		2.4%		2.4%
Specific SL Premium (PEPM)	Composite	133	\$218.93	133	\$233.46	133	\$218.93	133	\$228.14	133	\$237.63
Aggregate SL Premium (PEPM)	Composite	133	\$9.52	133	\$10.00	133	\$9.52	133	\$9.51	133	\$9.38
Annual Stop Loss Premium			\$364,609		\$388,567		\$364,609		\$379,290		\$394,229
Change from Current					\$23,957		\$0		\$14,680		\$29,620
Percentage Change					6.6%		0.0%		4.0%		8.1%
Annual Total Fixed Costs			\$445,479		\$471,351		\$447,394		\$462,074		\$477,014
Change from Current					\$25,873		\$1,915		\$16,596		\$31,535
Percentage Change					5.8%		0.4%		3.7%		7.1%
Claims Liability		Expected	Maximum	Expected	Maximum	Expected	Maximum	Expected	Maximum	Expected	Maximum
Expected / Maximum Claims (PEPM)	Composite	\$756.18	\$945.23	\$756.18	\$945.23	\$756.18	\$945.23	\$764.90	\$956.12	\$723.01	\$903.77
Annual Expected / Max Claims Total		\$1,206,870	\$1,508,587	\$1,206,870	\$1,508,587	\$1,206,870	\$1,508,587	\$1,220,773	\$1,525,967	\$1,153,929	\$1,442,411
Change from Current Expected					\$0		\$0		\$13,904		(\$52,941)
Percentage Change					0.0%		0.0%		1.2%		-4.4%
Total Cost		Total All Plans		Total All Plans		Total All Plans		Total All Plans		Total All Plans	
Annual Total Expected Costs		\$1,652,348		\$1,678,221		\$1,654,263		\$1,682,848		\$1,630,943	
Change from Current				\$25,873		\$1,915		\$30,499		(\$21,405)	
Percentage Change				1.6%		0.1%		1.8%		-1.3%	
Annual Total Maximum Costs		\$1,954,066		\$1,979,938		\$1,955,981		\$1,988,041		\$1,919,425	
Change from Current				\$25,873		\$1,915		\$33,975		(\$34,640)	
Percentage Change				1.3%		0.1%		1.7%		-1.8%	



City of Moberly  
Medical Plan  
Self Funded Rates & Factors  
01/01/22 Renewal Date

WS #9.

Stop Loss Outline	Current	Initial Renewal	Revised Renewal	Alternate Option 1	Alternate Option 2
Third Party Administrator	UMR	UMR	UMR	UMR	UMR
Network Name(s)	Choice Plus	Choice Plus	Choice Plus	Choice Plus	Choice Plus
Stop Loss Carrier	Sun Life	Sun Life	Sun Life	Symetra	HCC
Pharmacy Benefit Manager (PBM)	CapRx	CapRx	CapRx	CapRx	CapRx
Specific Stop Loss (SSL)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Laser Liability	None	None	None	TBD	TBD
Aggregating Specific	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Contract Basis	PAID/12	PAID/12	PAID/12	24/12	24/12
Coverages Included	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Annual Reimbursement Max	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Advanced Specific Funding	Included	Included	Included	Included	Included
Laser Waiver at Renewal Included?	Included	Included	Included	Included	Included
Rate Cap at Renewal (Amount)	50%	50%	50%	50%	81%
Aggregate Stop Loss (ASL)	Corridor: 125%	125%	125%	125%	125%
Contract Basis	PAID/12	PAID/12	PAID/12	24/12	24/12
Coverages Included	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Annual Reimbursement Max	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Minimum Attachment	\$1,508,587	\$1,508,587	\$1,508,587	\$1,525,967	\$1,442,411
Run-in Limit	None	None	None	N/A	\$216,362
Rates Firm With	Firm	Updated Claims	Firm	Updated Claims	Updated Claims
Mirrors Plan Document?	Yes	Yes	Yes	Yes	Yes