

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
October 07, 2019
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

Public Hearing and Receipt of Bids

1. Receipt of bids for lease purchase financing of Energy Performance Contracting Projects

Ordinances & Resolutions

2. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Moberly Radiology And Imaging, LLC For Property Located At 1301 Union Avenue.

3. A. An Ordinance Establishing The Speed Limit For Terrill Road. (35 miles per hour)
B. An Ordinance Establishing The Speed Limit For Terrill Road. (30 miles per hour)

4. A Resolution Approving A Letter Agreement With Jacobs Engineering Group Inc. For Sugar Creek Dam Leak Mitigation Phase II And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

5. A Resolution Approving A Lease Agreement With The Timothy Zike For Property Located At 122 N Williams Street And Authorizing The City Manager To Execute The Lease.

6. A Resolution Authorizing The City Manager To Purchase A Blower For The Sludge Basin At The Wastewater Treatment Plant From Hydrokinetics, Inc

7. A Resolution Accepting The Proposal Of Travelstorysgps, LLC., For Development Of A Historical Walking Tour Application For Downtown Moberly

8. A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Contract With Ruth Keenoy D/B/A Keenoy Preservation To Research The History Of Moberly, Missouri For Use In An App Historical Tour Of Downtown Moberly.

9. A. A Resolution Accepting The Pricing Proposal Of First State Community Bank To Serve As Lessor To The City Of Moberly's Energy Performance Contract With Energy Solutions Professionals, LLC Approved By Resolution No. R-841

B. A Resolution Accepting The Pricing Proposal Of Signature Public Funding To Serve As Lessor To The City Of Moberly's Energy Performance Contract With Energy Solutions Professionals, LLC Approved By Resolution No. R-841

10. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 220 W. Reed Street And Authorizing The City Manager To Execute The Lease.

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

Official Reports

Anything Else to Come Before the Council

12. Consideration for approval of a New Liquor Application.

13. Consideration of a Motion to adjourn to a Work Session

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: #1.
 Department: Finance
 Date: October 7, 2019

Agenda Item: Receipt of bids for lease purchase financing of energy performance contracting projects.

Summary: This was originally presented to you at the September 16 work session. Lease purchase financing proposals were solicited from 7 entities for approximately \$4.6 million in projects for the Public Utilities Department. Proposals were received from First State Community Bank and Signature Public Funding Corp. originally, and both firms have provided revised proposals, copies of which are attached for your review. No decision was made at the September 16 meeting pending further discussion regarding the bids received and utilizing a local entity versus one from out of state. Signature Public Funding is a firm with national offices that the energy performance consultant, Energy Solutions Professionals, has used for multiple projects with other clients with excellent results. Terms in their proposal require acceptance of their bid by October 8, 2019. First State Community Bank has two local offices and is a Missouri-based banking institution.

Recommended Action: Accept these bids and direct staff to draft documents accepting one of these bids.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:	Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance		
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution		
<input 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 _____		
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

City of Moberly
Energy Conservation Financing Lease Purchase Bids

#1.

Bidder	Amount	APR	Comments
First State Community Bank	\$4,642,447.00	2.945%	\$15,000 document preparation fees by Gilmore & Bell; FSCB will reimburse the City up to \$7,500 of these fees
Signature Public Funding	\$4,642,450.00	2.945%	\$8,000 contract review fee by Gilmore & Bell; Rate lock clause requires acceptance of bid by 10/8/2019 unless mutually extended by both parties

PROPOSAL AND TERMS SHEET

Proposal Response to:

Request for Proposal for Financing of
Energy Performance Contract
For
City of Moberly
\$4,642,450

By and Between

Signature Public Funding Corp.

and

City of Moberly, Missouri

*Subject to change



**SIGNATURE
PUBLIC FUNDING**

Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank



SIGNATURE
PUBLIC FUNDING

Chris Youngs Mitchell, Executive Sales Officer
303-617-1290 (Office)
303-919-2929 (Mobile)
cmitchell@signatureny.com

September 13, 2019
Updated October 2, 2019

Greg Hodge, Director of Finance
City of Moberly
101 West Reed Street
Moberly, MO 65270
gregh@cityofmoberly.com

RE: City of Moberly, MO – Request for Financing Proposal due September 13, 2019

Dear Mr. Hodge:

Signature Public Funding Corp. (“SPFC” or “Lessor”) is pleased to present to the City of Moberly (the “City” or “Lessee”) its Bank Qualified or Non-Bank Qualified, Tax-exempt Lease Purchase financing proposal (the “Proposal”) for the financing of energy conservation and facility improvement measures (the “Equipment”). The terms and conditions of our Proposal are outlined in the attached proposal and terms sheet (the “Proposal” or “Terms Sheet”).

Thank you for this opportunity to present our Terms Sheet to you. We look forward to committing our resources, our members, and the expertise of SPFC to provide the City of Moberly with the most flexible and effective contracting package. We will work with you to develop a repayment schedule that best meets the savings of the project and the budgetary needs of the City.

We look forward to your favorable acknowledgment.

Sincerely,

Chris Mitchell

Chris Youngs Mitchell, Executive Sales Officer

Cc: Jeff Flathman, Energy Solutions Professionals, jeff@energyesp.com

PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

City of Moberly

Tax-exempt Lease Purchase Financing – Energy Conservation Measures, \$4,642,450

LESSEE: The City of Moberly (the “City” or “Lessee”), a political subdivision or body corporate and politic of the State of Missouri and qualifies as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).

LESSOR: Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank (“SPFC” or “Lessor”), or its Assignee.

TYPE OF FINANCING: A tax-exempt Lease Purchase Agreement (the “Lease”) to be executed between the Lessee and Lessor. The Lessee will be responsible for all costs of operation, maintenance, insurance, taxes (if applicable) and expenses imposed by the ownership or possession of the Equipment. Said Lease shall be subject to the annual appropriation of funds by Lessee’s governing body. The Lease shall be governed by the laws of the State of Missouri and shall comply with all applicable state and federal laws and regulations. Lease Payments will be computed on the basis of a 360-day year of twelve 30-day months with the first quarterly payment due one month after the anticipated 12 month construction period.

TAX EXEMPT STATUS: The Lease will be a tax-exempt financing such that the interest component of the Lease Payments will be excludable from the Lessor’s gross income for federal income tax calculations and exempt from all taxation in the State. The Lessee covenants and agrees to comply with all requirements of the Internal Revenue Code of 1986, as amended, and all other applicable rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such Federal and State income taxes. If as a result of the Lessee’s failure to comply with the foregoing covenant or a change in the law and the interest portion of the Lease payments is included in the Lessor’s federal or state gross income tax calculations, then the interest due under the Lease may be adjusted for the effect of the failure or

change, together with any fees or penalties resulting if due to change or noncompliance.

The City reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by the City during calendar year 2019 will not exceed ten million (\$10,000,000.00) dollars and the transaction will be deemed "Bank Qualified" for federal tax purposes. This Proposal is also applicable to a Non-Bank Qualified transaction.

The City will hold legal title to the Equipment, and federal tax ownership will be deemed to be with the City. The Lessor has not provided, nor will it provide tax or accounting advice to the Lessee regarding this transaction or the treatment thereof for tax and accounting purposes. The Lessor is not a registered financial advisor, nor registered with the MSRB or as a broker-dealer in securities. The Lessee has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary.

An 8038-G will be provided with respect to the Lease executed in connection herewith.

PROJECT/USE OF PROCEEDS:

The equipment will consist of energy conservation and facility improvement measures as more fully described in the Request for Financing Proposal (the "Equipment"). The specific items, makes, models and manufacturers/vendors of the Equipment will be selected by the Lessee (subject to the approval of the Lessor, which shall not be unreasonably withheld) and more fully set forth on the Lease Equipment Schedule and/or Acceptance Certificate delivered in connection with the draw from any escrow account.

PROPOSAL & TERMS SHEET: BACKGROUND AND PARTIES

City of Moberly

Tax-exempt Lease Purchase Financing – Energy Conservation Measures, \$4,642,450

TERM, RATES, AND PAYMENTS:

OPTION	CLOSING DATE	APPROXIMATE FINANCING AMOUNT	TERM	AVERAGE LIFE	INTEREST RATE*	STRUCTURE	PAYMENT DUE	FEES
1	On or before October 30, 2019	\$4,642,450*	10.83 years	6.35 years	2.945%**	Quarterly	First P & I payment due one month after 12 month construction period***	Documentation - \$0 Legal - \$0 Signature Bank as Escrow Agent - \$0
2	On or before October 30, 2019	\$4,642,450*	10.58 years	6.21 years	2.945%**	Quarterly	First P & I payment due one month after 12 month construction period***	Documentation - \$0 Legal - \$0 Signature Bank as Escrow Agent - \$0

* Subject to change

**The Interest Rates above are fixed and locked assuming that this Proposal is accepted on or before October 8, 2019 and the transaction closes on or before October 30, 2019. SPFC shall use all reasonable efforts to honor the quoted interest rate after the expiration date; however, SPFC reserves the right to reset the rate if the transaction is not closed on or before October 30, 2019.

*** Sample amortization schedules provided. We will work with the City to develop a repayment schedule that best meets the City's budgetary needs and savings of the project.

RATE LOCK EXPIRATION:

As noted above, the Interest Rate quoted shall be held firm for lease closing on or before October 30, 2019 ("Closing Date") provided the Lessee notifies SPFC in writing that the proposal has been accepted, subject to governing body approval, by October 8, 2019 ("Proposal Expiration Date"); which may be extended by the mutual agreement of the parties. The Proposal Expiration Date and Estimated Closing Date shall be referred to as the "Expiration Date". SPFC shall use all reasonable efforts to honor the quoted interest rate after the Expiration Dates; however, SPFC reserves the right to reset the rate if the transaction is not closed on or before October 30, 2019. Once set, the Interest Rate and Payments will remain fixed for the term. SPFC will work with the City to facilitate a lease closing as quickly as possible with receipt of all properly executed lease documentation.

PREPAYMENT OPTIONS:

The Lessee can exercise its right to prepay its obligations under the Lease in whole (partial prepayments are permitted with respect to damaged items of Equipment or unused lease proceeds remaining in the Escrow Account) on any scheduled payment date following 30 days' notice by paying the Prepayment Price to the Lessor. Prepayment Price is equal to the sum of: (a) the Lease Payment due on such date, (b) all other amounts due and owing under the Lease, and (c) 102% of the Remaining Principal Balance years 1-3, 101% of the Remaining Principal Balance thereafter. We are open to discussion concerning prepayment terms.

SECURITY:

The Lessee will grant Lessor a first priority and perfected security interest in the Equipment, Escrow Fund, and all proceeds with respect to the foregoing. Lessor will file UCC-1 fixture financing statements in order to perfect its security interest at its cost and expense; provided, however, that Lessee will provide Lessor with all reasonably requested information in order to make such filings.

ESCROW FUNDING:

SPFC has assumed funding of the Lease Proceeds into an Escrow Account established pursuant to an Escrow Agreement (the "Escrow"). The Escrow Account shall be used to pay contractors and vendors and any fees (if any) associated with the financing. The Escrow shall be provided by Signature Bank (the "Escrow Agent") using the Escrow Agent's standard form of escrow agreement. SPFC will review and approve the Lessee requested escrow disbursements prior to the Escrow Agent disbursing funds. The Lessee will be responsible for all escrow fees charged by the Escrow Agent (if any). Signature Bank does not charge an escrow set-up fee. It is assumed that all interest earnings (if any) will accrue for benefit of the Lessee and that unused portions of the escrow account will be applied to the Prepayment of the Lease.

REIMBURSEMENT:

If the Lessee intends to be reimbursed for any cost associated with the Project, the RFP or the Lease financing, intent for reimbursement from the Lease Proceeds must be evidenced and must qualify under the Treasury Regulation Section 1.150.2.

INSURANCE:

The Lessee shall furnish evidence of continuing all-risk property and casualty coverage for the greater of the Prepayment Price and/or replacement value of the Equipment and liability coverage of at least \$1,000,000 per occurrence for each property and bodily injury liability, with a minimum of \$3,000,000 aggregate for the Lease financed hereunder for the full term thereof. Such property and liability coverages shall, respectively, name Lessor as loss payee and additional insured. Lessee may choose to self-insure or provide alternate coverage on the terms and conditions acceptable to and approved by the Lessor.

AUTHORIZED SIGNORS:

The Lessee's governing body shall provide SPFC with its resolution or other evidence of authority to acquire the Equipment, enter into the Lease/financing thereof, and to execute the Lease Documentation and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION:

The Lessee's counsel shall furnish SPFC with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the authority of the City, the approval of the Project, and the approval of the documents used herein. This opinion shall be in a form and substance satisfactory to SPFC; however, the City's internal counsel may deliver such opinion. The Lessee shall be responsible for its own costs.

LEASE DOCUMENTATION:

The Lease Documentation will be prepared by SPFC and subject to approval by the Lessee, its counsel, SPFC, and its counsel. Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of SPFC's credit approval. A sample lease agreement may be provided upon request.

PAYMENT AND PERFORMANCE BONDS:

The Lessor requires to be listed as dual obligee on the payment and performance bonds as provided by Energy Solutions Professionals. No draws from Escrow shall be permitted until such bonds are in place.

DUE DILIGENCE:

Where not available in the public domain, and at reasonable request by the Lessor, the Lessee shall provide documentation and information that may include items such as a final executed copy of any vendor performance contract with detail of projected cost savings and timing of savings, three (3) years of current financial statements, budgets, demographics, and such other financial information relating to the ability of the Lessee to continue the Lease as may be reasonably requested by SPFC. Availability of the Director of Finance to satisfactorily answer any credit questions posed or provide any additional financial information requested to include a pro forma to address how the City will cover the debt service will be required. SPFC has completed a preliminary financial review and this proposal is subject to receipt of the above mentioned and subject to formal credit approval as set forth below.

This proposal shall not be construed as a commitment to a lease or lend by and is subject to final credit approval by the Credit/Investment Committee of Signature Public Funding Corp. and Signature Bank and approval of the definitive lease documents and final project in SPFC's sole discretion. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Lease Documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE

City of Moberly

Tax-exempt Lease Purchase Financing – Energy Conservation Measures, \$4,642,450

ACCEPTANCE BY LESSEE:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp. on September 13, 2019 and as updated October 2, 2019 has been reviewed, agreed to, and accepted by the City of Moberly, subject to final Board approval.

AGREED AND ACCEPTED:

CITY OF MOBERLY

By: _____

Name:

Title:

Date:

Option 1 _____

Option 2 _____

Option 1

City of Moberly

Compound Period: Quarterly

Nominal Annual Rate: 2.945%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance	Prepayment Price
Loan	10/30/2019				4,642,450.00	
1	11/30/2020	137,751.76	150,361.17	-12,609.41	4,655,059.41	4,748,160.60
2	2/28/2021	137,751.76	34,272.87	103,478.89	4,551,580.52	4,642,612.13
3	5/31/2021	137,751.76	33,511.01	104,240.75	4,447,339.77	4,536,286.57
4	8/31/2021	137,751.76	32,743.54	105,008.22	4,342,331.55	4,429,178.18
5	11/30/2021	137,751.76	31,970.42	105,781.34	4,236,550.21	4,321,281.21
6	2/28/2022	137,751.76	31,191.60	106,560.16	4,129,990.05	4,212,589.85
7	5/31/2022	137,751.76	30,407.05	107,344.71	4,022,645.34	4,103,098.25
8	8/31/2022	137,751.76	29,616.73	108,135.03	3,914,510.31	3,992,800.52
9	11/30/2022	137,751.76	28,820.58	108,931.18	3,805,579.13	3,881,690.71
10	2/28/2023	137,751.76	28,018.58	109,733.18	3,695,845.95	3,769,762.87
11	5/31/2023	137,751.76	27,210.67	110,541.09	3,585,304.86	3,657,010.96
12	8/31/2023	137,751.76	26,396.81	111,354.95	3,473,949.91	3,543,428.91
13	11/30/2023	137,751.76	25,576.96	112,174.80	3,361,775.11	3,395,392.86
14	2/29/2024	137,751.76	24,751.07	113,000.69	3,248,774.42	3,281,262.16
15	5/31/2024	137,751.76	23,919.10	113,832.66	3,134,941.76	3,166,291.18
16	8/31/2024	137,751.76	23,081.01	114,670.75	3,020,271.01	3,050,473.72
17	11/30/2024	137,751.76	22,236.75	115,515.01	2,904,756.00	2,933,803.56
18	2/28/2025	137,751.76	21,386.27	116,365.49	2,788,390.51	2,816,274.42
19	5/31/2025	137,751.76	20,529.53	117,222.23	2,671,168.28	2,697,879.96
20	8/31/2025	137,751.76	19,666.48	118,085.28	2,553,083.00	2,578,613.83
21	11/30/2025	137,751.76	18,797.07	118,954.69	2,434,128.31	2,458,469.59
22	2/28/2026	137,751.76	17,921.27	119,830.49	2,314,297.82	2,337,440.80
23	5/31/2026	137,751.76	17,039.02	120,712.74	2,193,585.08	2,215,520.93
24	8/31/2026	137,751.76	16,150.27	121,601.49	2,071,983.59	2,092,703.43
25	11/30/2026	137,751.76	15,254.98	122,496.78	1,949,486.81	1,968,981.68
26	2/28/2027	137,751.76	14,353.10	123,398.66	1,826,088.15	1,844,349.03
27	5/31/2027	137,751.76	13,444.57	124,307.19	1,701,780.96	1,718,798.77
28	8/31/2027	137,751.76	12,529.36	125,222.40	1,576,558.56	1,592,324.15
29	11/30/2027	137,751.76	11,607.41	126,144.35	1,450,414.21	1,464,918.35
30	2/29/2028	137,751.76	10,678.67	127,073.09	1,323,341.12	1,336,574.53
31	5/31/2028	137,751.76	9,743.10	128,008.66	1,195,332.46	1,207,285.78

32	8/31/2028	137,751.76	8,800.64	128,951.12	1,066,381.34	1,077,045.15
33	11/30/2028	137,751.76	7,851.23	129,900.53	936,480.81	945,845.62
34	2/28/2029	137,751.76	6,894.84	130,856.92	805,623.89	813,680.13
35	5/31/2029	137,751.76	5,931.41	131,820.35	673,803.54	680,541.58
36	8/31/2029	137,751.76	4,960.88	132,790.88	541,012.66	546,422.79
37	11/30/2029	137,751.76	3,983.21	133,768.55	407,244.11	411,316.55
38	2/28/2030	137,751.76	2,998.33	134,753.43	272,490.68	275,215.59
39	5/31/2030	137,751.76	2,006.21	135,745.55	136,745.13	138,112.58
40	8/31/2030	137,751.76	1,006.63	136,745.13	0.00	0.00
Grand Totals		5,510,070.40	867,620.40	4,642,450.00		

Last interest amount decreased by 0.16 due to rounding.

Option 2

City of Moberly

Compound Period: Quarterly

Nominal Annual Rate: 2.945%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance	Prepayment Price
Loan	10/30/2019				4,642,450.00	
1	11/30/2020	140,750.00	150,361.17	-9,611.17	4,652,061.17	4,745,102.39
2	2/28/2021	140,750.00	34,250.80	106,499.20	4,545,561.97	4,636,473.21
3	5/31/2021	140,750.00	33,466.70	107,283.30	4,438,278.67	4,527,044.24
4	8/31/2021	140,750.00	32,676.83	108,073.17	4,330,205.50	4,416,809.61
5	11/30/2021	140,750.00	31,881.14	108,868.86	4,221,336.64	4,305,763.37
6	2/28/2022	140,750.00	31,079.59	109,670.41	4,111,666.23	4,193,899.55
7	5/31/2022	140,750.00	30,272.14	110,477.86	4,001,188.37	4,081,212.14
8	8/31/2022	140,750.00	29,458.75	111,291.25	3,889,897.12	3,967,695.06
9	11/30/2022	140,750.00	28,639.37	112,110.63	3,777,786.49	3,853,342.22
10	2/28/2023	140,750.00	27,813.95	112,936.05	3,664,850.44	3,738,147.45
11	5/31/2023	140,750.00	26,982.46	113,767.54	3,551,082.90	3,622,104.56
12	8/31/2023	140,750.00	26,144.85	114,605.15	3,436,477.75	3,505,207.31
13	11/30/2023	140,750.00	25,301.07	115,448.93	3,321,028.82	3,354,239.11
14	2/29/2024	140,750.00	24,451.07	116,298.93	3,204,729.89	3,236,777.19
15	5/31/2024	140,750.00	23,594.82	117,155.18	3,087,574.71	3,118,450.46
16	8/31/2024	140,750.00	22,732.27	118,017.73	2,969,556.98	2,999,252.55
17	11/30/2024	140,750.00	21,863.36	118,886.64	2,850,670.34	2,879,177.04
18	2/28/2025	140,750.00	20,988.06	119,761.94	2,730,908.40	2,758,217.48
19	5/31/2025	140,750.00	20,106.31	120,643.69	2,610,264.71	2,636,367.36
20	8/31/2025	140,750.00	19,218.07	121,531.93	2,488,732.78	2,513,620.11
21	11/30/2025	140,750.00	18,323.30	122,426.70	2,366,306.08	2,389,969.14
22	2/28/2026	140,750.00	17,421.93	123,328.07	2,242,978.01	2,265,407.79
23	5/31/2026	140,750.00	16,513.93	124,236.07	2,118,741.94	2,139,929.36
24	8/31/2026	140,750.00	15,599.24	125,150.76	1,993,591.18	2,013,527.09
25	11/30/2026	140,750.00	14,677.82	126,072.18	1,867,519.00	1,886,194.19
26	2/28/2027	140,750.00	13,749.61	127,000.39	1,740,518.61	1,757,923.80
27	5/31/2027	140,750.00	12,814.57	127,935.43	1,612,583.18	1,628,709.01
28	8/31/2027	140,750.00	11,872.64	128,877.36	1,483,705.82	1,498,542.88
29	11/30/2027	140,750.00	10,923.78	129,826.22	1,353,879.60	1,367,418.40
30	2/29/2028	140,750.00	9,967.94	130,782.06	1,223,097.54	1,235,328.52
31	5/31/2028	140,750.00	9,005.06	131,744.94	1,091,352.60	1,102,266.13

32	8/31/2028	140,750.00	8,035.08	132,714.92	958,637.68	968,224.06
33	11/30/2028	140,750.00	7,057.97	133,692.03	824,945.65	833,195.11
34	2/28/2029	140,750.00	6,073.66	134,676.34	690,269.31	697,172.00
35	5/31/2029	140,750.00	5,082.11	135,667.89	554,601.42	560,147.43
36	8/31/2029	140,750.00	4,083.25	136,666.75	417,934.67	422,114.02
37	11/30/2029	140,750.00	3,077.04	137,672.96	280,261.71	283,064.33
38	2/28/2030	140,750.00	2,063.43	138,686.57	141,575.14	142,990.89
39	5/31/2030	142,617.49	1,042.35	141,575.14	0.00	0.00
Grand Totals		5,491,117.49	848,667.49	4,642,450.00		

STATEMENT OF QUALIFICATIONS – CITY OF MOBERLY

Signature Public Funding Corp. is a wholly owned subsidiary of Signature Bank (“SB”). Our parent is a full-service commercial bank offering a wide variety of business and personal banking products and services. The Bank is ranked among the top 1 percent of commercial banks in the U.S. based on assets and is one of only three banks in the nation to rank in the top 10 in each of the past six years in Forbes annual list of Best and Worst Banks. Investor Relations and Financial Information may all be viewed at www.signatureny.com and click “Investor Information”.

Signature Public Funding Corp. was formed in early 2015 to specialize solely in the providing of tax-exempt financing to obligors in the government and not-for-profit sectors across the United States. The SPFC team has a breadth of experience in the tax-exempt marketplace. Since inception, over \$850MM of transactions have been completed and funded by SPFC/SB. Financings have been provided for rolling stock, computer hardware and software, energy conservation measures and facility improvements, communications equipment, real estate, copiers, and other miscellaneous essential use equipment. SPFC has successfully worked with the end-users, financial advisors, placement agents, and vendors to bring the transactions to a successful close. The financings have been in the form of master equipment lease purchase contracts, revenue pledges and single installment sale contracts.

Our team includes:

Don Keough, Sr. Managing Director and head of SPFC. Don has been in the Public Finance arena since 2002. Prior to heading SPFC, Don was in the private practice of law representing a significant number of lenders and lessors in this arena. Don previously ran the operations for SunTrust Equipment Finance & Leasing Corp’s public finance and municipal leasing division.

Rich Cumbers, Sr. Managing Underwriter. Prior to joining SPFC, Rich worked at Bridge Capital Leasing and Capital One Equipment Finance. Prior to that, Rich was the head municipal/public finance underwriter at SunTrust, which is where Rich and Don successfully closed over \$1.2B in public finance transactions on an annual basis.

The remainder of the documentation, credit and sales team at SPFC has a similar breadth of experience and has worked together for over 12 years. Tonia Lee, Sr. Documentation Specialist, Mike Furnari, Sr. Documentation Specialist, and Tracey Galvani, Sr. Credit Officer would also be a part of our team for this transaction.

Primary Contact:

Chris Youngs Mitchell – Executive Sales Officer, Signature Public Funding: Chris is an Executive Sales Officer for Signature Public Funding based in Denver, Colorado. Chris is responsible for the origination, structuring and purchase of tax-exempt finance offerings for public-sector essential use assets in the central and western United States. Ms. Youngs has over 30 years’ experience in the tax-exempt finance industry, including both originating and syndicating private placement structures. Prior to joining Signature Public Funding, Ms. Youngs was a SVP for Banc of America Public Capital Corp focusing on the financing of energy-conservation measures and alternative energy sources. Chris has also held positions with Hannon Armstrong Municipal Finance Group, CitiCapital Healthcare and Energy Services Group, and ABN AMRO/LaSalle Bank in the roles of origination, syndication and private placement of tax-exempt obligations.

PROPOSAL & TERMS SHEET: REFERENCES

Neosho County Community College

800 W. 14th Street

Chanute, KS 66720

Ben Smith, Vice President for Operations

820-432-0301 (office)

bsmith@neosho.edu

June 2017 – Master Lease Purchase Agreement with Escrow to finance energy conservation measures in the amount of \$3,162,044. A payment schedule was established to meet the cash flow needs of the project and the budgetary needs of the College. Closing was facilitated in less than three weeks of notice of award.

Northwest Kansas Educational Service Center District No. 602

703 W. 2nd Avenue

Oakley, KS 67748

Dan Thornton, Executive Director

785-672-3125

dthornton@nkesc.org

May 2018 – Master Lease Purchase Agreement with Escrow to finance energy conservation measures for \$88,436.

Hutchinson Community College

1300 N. Plum

Hutchinson, KS 67501

Julie Blanton, Vice President of Finance and Operations

blantonj@hutchcc.edu

December 2018 – Tax-exempt lease purchase refunding for \$4,505,000 of previously financed energy conservation measures



September 24, 2019

Attn: Greg Hodge, Director of Finance
City of Moberly
101 West Reed Street
Moberly, Missouri 65270

Cc: Jeff Flathman, President
Energy Solutions Professionals

Re: Request for Proposal for Financing of Energy Performance Contract

First State Community Bank is pleased to provide the following proposal to serve as lessor to the City of Moberly's Energy Performance Contract project. Our proposal is outlined below:

Local Preference Policy First State Community Bank understands that its bid for financing fell within the 5% local preference policy margin established by Moberly city code and could have been awarded the bid. However, due to First State Community Bank's commitment to this community and to the City, we are willing to offer a matching rate of 2.945% for the financing of this project.

Lessee City of Moberly

Lessor Contacts Joe Miller, President
First State Community Bank
100 South 4th Street
Moberly, Missouri 65270
(573) 818-3784
jrmiller@fscb.com

Curt Gilliam, Vice President
First State Community Bank
302 West St. Louis Street
Pacific, Missouri 63069
(573) 701-6062
cgilliam@fscb.com

About Us Founded in 1954, First State Community Bank is a financial leader in the State of Missouri committed to growing stronger communities by helping people and organizations achieve and protect financial success. Since its inception in 2013, the First State Community Bank Governmental Lending Team has completed over 170 financings for Missouri municipalities with a total amount financed of over \$115,000,000.

Pricing Interest Rate: 2.945%
Interest Day Basis: 30/360
Amortization: 1 Year Construction Period / 10 Year Amortization
Quarterly Principal & Interest (See Appendix A&B)



**Pricing
(Continued)**

The proposal and rates committed to in this letter are based on designating the lease as a bank qualified, tax-exempt obligation. If the tax status were to change during the term of the lease, the interest rate would be increased by 1.00% to the date the lease was deemed taxable. The interest rate quoted above is dependent on the lease closing within 60 days from the date of this letter.

**Drawdown
Structure**

First State Community Bank proposes using a 12 month drawdown interest structure during the construction period. This means that for the first 12 months of the lease, interest accrues only on spent moneys. Funds will be advanced as requested by the City with all funds advanced within 12 months of lease closing.

**(No Escrow
Account)**

A lease structure where the full amount is funded on day one and deposited to an escrow account (as contemplated in the RFP) will always result in some amount of negative arbitrage (the spread between the interest rate on the lease and the escrow earnings rate) on unspent balances. Conversely, a drawdown interest structure has no negative arbitrage and is the most cost-efficient method for financing construction periods. Furthermore, a drawdown structure removes the need to manage the investments of an escrow account and eliminates the cost of an escrow trustee.

Prepayment

The lease can be prepaid at no penalty in part on each annual anniversary date of the lease or in full at any time with 30 days' notice provided to the lessor.

**Special Tax
Counsel**

We request that the City engage Gilmore & Bell to serve as Special Tax Counsel for the lease transaction. First State Community Bank agrees to reimburse the City for up to \$7,500 of related legal expenses, to be paid at time of lease closing. So long as Gilmore & Bell prepares the Equipment Lease Purchase Agreement and related legal documents for the tax-exempt financing, First State Community Bank will not require separate lessor counsel.

Other Fees

None.

Reserve Fund

First State Community Bank will not require a debt service reserve fund.

**Other /
Conditions
Precedent**

First State Community Bank will require a security interest in the leased equipment. This proposal is subject to First State Community Bank's Executive Loan Committee approval. Proposed terms are contingent upon application to the Missouri FIRST linked deposit program.

We greatly appreciate the opportunity to submit this proposal to you. Should you have any questions or if we may be of further service, please do not hesitate to contact me.

Sincerely,

Joe Miller
President

Appendix A
City of Moberly

Preliminary Sources & Uses of Funds

Sources

Lease Proceeds	4,642,447.00
Total	<u>4,642,447.00</u>

Uses

Water Meters	1,958,508.00
Advanced Metering Infrastructure	1,651,892.00
Billing & Accounting Software System	414,966.00
SBR Blowers / VFDs at Wastewater Treatment Plant	474,929.00
VFDs at Water Treatment Plant	97,128.00
Water Treatment Plant PLC Controller Upgrade	<u>45,024.00</u>
Total	<u>4,642,447.00</u>

Appendix B
City of Moberly

Preliminary Payment Schedule

Payment Date	Principal	Rate	Interest	Total P&I	Remaining Balance
11/1/2019	Construction Period *				
11/1/2020			74,056.70	74,056.70	4,642,447.00
2/1/2021	100,232.47	2.945%	34,180.01	134,412.48	4,542,214.53
5/1/2021	100,970.42	2.945%	33,442.06	134,412.48	4,441,244.11
8/1/2021	101,713.82	2.945%	32,698.66	134,412.48	4,339,530.29
11/1/2021	102,462.69	2.945%	31,949.79	134,412.48	4,237,067.60
2/1/2022	103,217.07	2.945%	31,195.41	134,412.48	4,133,850.53
5/1/2022	103,977.01	2.945%	30,435.47	134,412.48	4,029,873.52
8/1/2022	104,742.53	2.945%	29,669.95	134,412.48	3,925,130.99
11/1/2022	105,513.71	2.945%	28,898.77	134,412.48	3,819,617.28
2/1/2023	106,290.54	2.945%	28,121.94	134,412.48	3,713,326.74
5/1/2023	107,073.12	2.945%	27,339.36	134,412.48	3,606,253.62
8/1/2023	107,861.43	2.945%	26,551.05	134,412.48	3,498,392.19
11/1/2023	108,655.57	2.945%	25,756.91	134,412.48	3,389,736.62
2/1/2024	109,455.54	2.945%	24,956.94	134,412.48	3,280,281.08
5/1/2024	110,261.41	2.945%	24,151.07	134,412.48	3,170,019.67
8/1/2024	111,073.21	2.945%	23,339.27	134,412.48	3,058,946.46
11/1/2024	111,890.99	2.945%	22,521.49	134,412.48	2,947,055.47
2/1/2025	112,714.78	2.945%	21,697.70	134,412.48	2,834,340.69
5/1/2025	113,544.65	2.945%	20,867.83	134,412.48	2,720,796.04
8/1/2025	114,380.62	2.945%	20,031.86	134,412.48	2,606,415.42
11/1/2025	115,222.74	2.945%	19,189.74	134,412.48	2,491,192.68
2/1/2026	116,071.08	2.945%	18,341.40	134,412.48	2,375,121.60
5/1/2026	116,925.64	2.945%	17,486.84	134,412.48	2,258,195.96
8/1/2026	117,786.51	2.945%	16,625.97	134,412.48	2,140,409.45
11/1/2026	118,653.72	2.945%	15,758.76	134,412.48	2,021,755.73
2/1/2027	119,527.30	2.945%	14,885.18	134,412.48	1,902,228.43
5/1/2027	120,407.32	2.945%	14,005.16	134,412.48	1,781,821.11
8/1/2027	121,293.82	2.945%	13,118.66	134,412.48	1,660,527.29
11/1/2027	122,186.85	2.945%	12,225.63	134,412.48	1,538,340.44
2/1/2028	123,086.45	2.945%	11,326.03	134,412.48	1,415,253.99
5/1/2028	123,992.67	2.945%	10,419.81	134,412.48	1,291,261.32
8/1/2028	124,905.57	2.945%	9,506.91	134,412.48	1,166,355.75
11/1/2028	125,825.18	2.945%	8,587.30	134,412.48	1,040,530.57

Appendix B
City of Moberly

Preliminary Payment Schedule (Continued)

Payment Date	Principal	Rate	Interest	Total P&I	Remaining Balance
2/1/2029	126,751.58	2.945%	7,660.90	134,412.48	913,778.99
5/1/2029	127,684.78	2.945%	6,727.70	134,412.48	786,094.21
8/1/2029	128,624.86	2.945%	5,787.62	134,412.48	657,469.35
11/1/2029	129,571.86	2.945%	4,840.62	134,412.48	527,897.49
2/1/2030	130,525.83	2.945%	3,886.65	134,412.48	397,371.66
5/1/2030	131,486.83	2.945%	2,925.65	134,412.48	265,884.83
8/1/2030	132,454.90	2.945%	1,957.58	134,412.48	133,429.93
11/1/2030	133,429.93	2.945%	982.55	134,412.48	-
Total	4,642,447.00		808,108.90	5,450,555.90	

Preliminary Draw Schedule

Draw Date	Draw Amount	Rate	Interest	Accumulated Interest	Cumulative Draws
11/1/2019	386,870.58	2.945%	-	-	386,870.58
12/1/2019	386,870.58	2.945%	949.44	949.44	773,741.17
1/1/2020	386,870.58	2.945%	1,898.89	2,848.33	1,160,611.75
2/1/2020	386,870.58	2.945%	2,848.33	5,696.67	1,547,482.33
3/1/2020	386,870.58	2.945%	3,797.78	9,494.45	1,934,352.92
4/1/2020	386,870.58	2.945%	4,747.22	14,241.67	2,321,223.50
5/1/2020	386,870.58	2.945%	5,696.67	19,938.34	2,708,094.08
6/1/2020	386,870.58	2.945%	6,646.11	26,584.46	3,094,964.67
7/1/2020	386,870.58	2.945%	7,595.56	34,180.02	3,481,835.25
8/1/2020	386,870.58	2.945%	8,545.00	42,725.02	3,868,705.83
9/1/2020	386,870.58	2.945%	9,494.45	52,219.47	4,255,576.42
10/1/2020	386,870.58	2.945%	10,443.89	62,663.36	4,642,447.00
11/1/2020	-	2.945%	11,393.34	74,056.70	4,642,447.00

* Interest during construction period assumes twelve equal monthly draws.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.
 Department: Comm. Dev.
 Date: October 7, 2019

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Moberly Radiology And Imaging, LLC For Property Located At 1301 Union Avenue.

Summary: The Planning & Zoning Commission recommended approval for the request of a zoning change at the meeting on August 26, 2019. Attached is the application submitted by Lori Turk, a copy of the staff report and a copy of the re-zoning permit.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF MOBERLY RADIOLOGY AND IMAGING, LLC FOR PROPERTY LOCATED AT 1301 UNION AVENUE.

WHEREAS, Lori Turk, on behalf of Moberly Radiology and Imaging, LLC submitted a Rezoning Application to the Zoning Administrator on August 5, 2019, to rezone property located at 1301 Union Avenue from R-1 to R-1PD for construction and operation of a medical marijuana infused oils laboratory; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on August 26, 2019, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area; and

WHEREAS, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for property located at 1301 Union Avenue.

PASSED AND ADOPTED this 7th day of October 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 3

Meeting: August 26, 2019

Public Hearing to consider:

Public Hearing for an application submitted by Lori Turk who is requesting the rezoning of 1301 Union Ave from an R-1 (Single-family Residential District) to an R-1 PD (Single Family Residential District- Planned Development District)

COMMENTS:

The parcel of land has frontage along Union Ave with a total of 41 acres. The property is bordered on the North by M-P (Mobile Park) and R-1 (Single Family Residential), on the West by R-1 and R-3 (Multifamily Residential District), on the South by R-1, and on the West with B-3 (Commercial Business District) and R-3.

The proposed plan is to develop a Medical Marijuana Infused Oils Laboratory at this location. The unused residential structure will be removed and a new structure (approx. 12,000 sq ft) will be built behind the current residential structure to conceal the view with vegetation. Driveways and entrances required hard surface concrete or paving.

Purpose of this district is to provide for elements of flexibility in design, placement, arrangements, bulk and other considerations involved in planned districts; to provide a framework within which structures and uses in the planned district may be interrelated with adjacent development areas; and to maintain the desired overall intensity of land use, desired population densities, and desired use of open space.

The Future land use map of the City comprehensive plan shows this property as single-family residential use.

A re-zoning request, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

pd 8-5-19

Return Form to:
Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only
Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Moberly Radiology & Imaging - Lori Turk Phone: 660 651 2719
Address: 1301 Union Ave PO Box 188 Zip: 65270
Owner: Lori Turk Phone: 660 651 2719
Address: 1161 Oxbow Lane Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 1301 Union Ave
Property is Located In (Legal Description): Parcel ID 08-9.0-31.0-0.0-000-026.000

Present Zoning R-1 Requested Zoning: ~~R-1~~ R-1 PD Acreage: 40.55

Present Use of Property: R-1

Character of the Neighborhood: undeveloped

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Single family / mobile park</u>	<u>R-1 / MP</u>
South	<u>undeveloped</u>	<u>R-2</u>
East	<u>Multi family - business</u>	<u>R-3 / B-3</u>
West	<u>Multi family -</u>	<u>R-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes No

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes No

If yes, explain: Planned development is not allowed in R-1

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes No

2. Is the proposed change consistent with the Future Land Use Map?

Yes No

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Union Ave

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

- 2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
<u>Union</u>	<u>Arterial</u>	<u>60 ft.</u>

- 3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes _____ No
- 2. Properly Sized Street Right-of-Way? Yes _____ No
- 3. Drainage Easements? Yes _____ No
- 4. Utility Easements:
 - Electricity? Yes _____ No
 - Gas? Yes _____ No
 - Sewers? Yes _____ No
 - Water? Yes _____ No

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.


Applicant's Signature

8-5-19
Date

Moberly, MO

Property Report Card

#2.

Parcel Number: 08-9.0-31.0-0.0-000-026.000

Owner Name: MOBERLY RADIOLOGY & IMAGING 1 LLC

Situs Address: 1301 UNION AVE

Owner Address: 1509 UNION AVE

Owner Address 2: P O BOX 188

Owner City State Zip: MOBERLY, MO 65270

Section: 31.0

Township: 54

Range: 13

Book: 677

Page: 834

Deed Date: 9/18/2007 12:00:00 AM

Deed Acres: 41.20

Acres: 40.55

Legal Description: CARL HAYNES SURVEY...MOBERLY:

Legal Description 2: LOT 10

Legal Description 3:

Legal Description 4:

Data contained within this web site was created from record research provided by the county and/or city. Moberly, MO does not guarantee any accuracies to the data or attribute information displayed, queried, or printed from this web site. This web site is only intended for informational purposes.

The proposed change of the property located at 1301 Union Ave Moberly, MO from R-1 to M-1 will not positively impact the City of Moberly by offering the opportunity to develop land that is currently not being utilized. This prospect would potentially provide employment opportunities. It would not negatively impact the surrounding areas, as there are commercial properties in close proximity and R-3 and M-P adjoining the property. There will be minimal, if any increased traffic in the area and no danger from fire hazards.

CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:
Date of Action: August 26, 2019
Action: APPROVAL

ON AUGUST 26, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-1 TO A (N) R-1/PD (ZONE) TO BE LOCATED AT 1301 UNION AVENUE, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE SEPTEMBER 3, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____

Connie Asbury
CHAIRPERSON CONNIE ASBURY

Shawn Andrews
ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Public Works
 Date: October 7, 2019

Agenda Item: An Ordinance Establishing The Speed Limit For Terrill Road.

Summary: 1-A The city staff are recommending that a 35 miles per hour speed limit be established for Terrill Road as it runs from the west city limits to the east city limits.

1-B Based upon staff evaluation, resident input, crash risks, speed enforcement, sight distances and pavement conditions a speed limit of 55 miles per hour on Terrill Road from six (6) mile lane to Business 63 South and 30 miles per hour on Terrill Road from South Business 63 to the southern city limits is appropriate.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING THE SPEED LIMIT FOR TERRILL ROAD.

Whereas, Section 304.120 RSMo., provides that municipalities may, by ordinance, establish speed regulations within the limits of the municipality; and

Whereas, Section 40-276 of the Moberly City Code provides that the rate of speed for motor vehicles in the city is 25 miles per hour unless otherwise provided; and

Whereas, based upon staff evaluation, resident input, crash risks, speed enforcement, sight distances and pavement conditions a speed limit of 55 miles per hour on Terrill Road from six (6) mile lane to Business 63 South and 35 miles per hour on Terrill Road from South Business 63 to the southern city limits is appropriate.

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

SECTION ONE: Pursuant to Section 20-276 of the Moberly City Code the maximum speed limit on Terrill Road from six (6) mile lane to Business 63 South is set at 55 miles per hour and the maximum speed limit on Terrill Road from South Business 63 to the southern Moberly limits is set at 35 miles per hour.

SECTION TWO: The table of speed limits provided in Section 20-276 of the City Code is hereby amended to so provide.

SECTION THREE: This ordinance shall take immediate effect upon passage by the city council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7TH day of October, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ESTABLISHING THE SPEED LIMIT FOR TERRILL ROAD.

Whereas, Section 304.120 RSMo., provides that municipalities may, by ordinance, establish speed regulations within the limits of the municipality; and

Whereas, Section 40-276 of the Moberly City Code provides that the rate of speed for motor vehicles in the city is 25 miles per hour unless otherwise provided; and

Whereas, based upon staff evaluation, resident input, crash risks, speed enforcement, sight distances and pavement conditions a speed limit of 55 miles per hour on Terrill Road from six (6) mile lane to Business 63 South and 30 miles per hour on Terrill Road from South Business 63 to the southern city limits is appropriate.

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

SECTION ONE: Pursuant to Section 20-276 of the Moberly City Code the maximum speed limit on Terrill Road from six (6) mile lane to Business 63 South is set at 55 miles per hour and the maximum speed limit on Terrill Road from South Business 63 to the southern Moberly limits is set at 30 miles per hour.

SECTION TWO: The table of speed limits provided in Section 20-276 of the City Code is hereby amended to so provide.

SECTION THREE: This ordinance shall take immediate effect upon passage by the city council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7TH day of October, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.
 Department: Public Utilities
 Date: October 7, 2019

Agenda Item: A Resolution Approving A Letter Agreement With Jacobs Engineering Group Inc. For Sugar Creek Dam Leak Mitigation Phase II And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: 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 down to less than 20 gallons per minute. Since that time, the seepage rate has progressively increased. This phase will consist of bidding and construction services for the project designed in Phase I.

Recommended

Action: Accept the resolution to authorize the work.

Fund Name: Design Engineering

Account Number: 304.000.5408

Available Budget \$: 1,595,000

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

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP INC. FOR SUGAR CREEK DAM LEAK MITIGATION PHASE II AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Sugar Creek Lake Dam is currently experiencing water seepage in an undetermined amount which is detrimental to the dam and to the city water supply; and

WHEREAS, city staff requested a plan from Jacobs Engineering Group, Inc to address the seepage with a grouting program; and

WHEREAS, attached hereto and incorporated herein is a Letter Agreement with Jacobs Engineering Group, Inc. for Phase II of the leak mitigation project to provide professional engineering services for the grouting project with payment for said services not to exceed \$78,200.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Letter Agreement as recommended by city staff and authorizes the city manager to execute the Agreement on behalf of the City of Moberly.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



One Financial Plaza
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
www.jacobs.com

September 6, 2019

Mary West-Calcagno
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: **Sugar Creek Dam Leak Mitigation Phase II – Bidding and Construction Proposal for Professional Engineering Services**

Dear Mary:

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 phase will consist of bidding and construction services for the project designed in Phase I.

SCOPE

Bid Phase Services. Jacobs will provide the following bidding phase services:

- A. Conduct a pre-bid meeting at the Sugar Creek Dam.
- B. Coordinate distribution of plans and specifications to prospective bidders and manage the plan holder's list.
- C. Prepare and distribute any necessary addendums.
- D. Assist the City in responding to questions from potential bidders during the Bid period and prepare addenda, as required.
- E. Attend the bid opening remotely via conference call. Review the bids and provide the City with a recommendation for award.

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

- A. Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- B. 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. Such review and recommendation shall not extend to means,

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

- C. Respond to the contractor's RFIs (Request for Information).
- D. 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.
- E. 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 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.
- F. At a time near substantial completion of the work, prepare and submit to the Contractor a "punchlist" of items which require correction or completion.
- G. 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.
- H. 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.
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 \$78,200. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City.

SCHEDULE

Schedule is dependent on obtaining a construction permit and lake levels.

ADDITIONAL CONTRACTUAL HOURLY RATES

The following hourly rates are updated from Appendix B, JACOBS Standard Contract Provisions, Terms of Payment – Hourly Rate Basis, under A. SALARY COSTS, OVERHEAD & PROFIT. These rates are valid through the end of calendar year 2020.

Description	Rate
Project Manager	\$120.00
Geotechnical Engineer VI	\$160.00
Geotechnical Engineer V	\$130.00
Geotechnical Engineer IV	\$105.00
RPR	\$90.00
CADD Designer	\$100.00



September 6, 2019

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Pre-Bid Meeting and Pre-Construction Meeting will be attended in person, but we will only participate in the bid opening via conference call.
2. Two full size sets of the Issued for Bid plans and specifications will be provided to the City and MDNR (construction permit).
3. 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.
4. RPR services for this project are based on an estimated construction period of 30 days and 8 hours per day (240 hours total).
5. 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 January 3, 2001. 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.

Very truly yours,

Jacobs Engineering Group, Inc.

Tobin Lichti, P.E.
Project Manager

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.
 Department: City Manager
 Date: October 7, 2019

Agenda Item: A Resolution Approving A Lease Agreement With The Timothy Zike For Property Located At 122 N Williams Street And Authorizing The City Manager To Execute The Lease.

Summary: The city recently acquired a building Williams and Reed Street which had existing lessees. There is one retail space still available which Mr. Tim Zike has expressed interest in renting. The proposed lease has an initial term of 6 months for \$500.00 per month and then continues on a month-to-month basis thereafter. Mr. Zike has a memorabilia business which he currently operates outside of the city limits.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE TIMOTHY ZIKE FOR PROPERTY LOCATED AT 122 N WILLIAMS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Timothy Zike is desirous of renting retail office space from the city at 122 N Williams Street for a memorabilia/collectables business; and

WHEREAS, it is desirable to the city to have tenants using retail business space in the downtown Moberly; and

WHEREAS, the lease agreement attached hereto provides for an initial six-month term with successive one month renewals which can be terminated or renewed by either party and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Timothy Zike is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
122 NORTH WILLIAMS STREET

THIS LEASE is made this ____ day of _____, 2019, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Timothy Zike (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 122 N. Williams and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a memorabilia/collectables retail business at said location.

AGREEMENT

SECTION 1. RECITALS

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space including a bathroom located at 122 N. Williams Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Non-Exclusive Use. The building which includes 122 N. Williams has other retail lessees who operate businesses in Moberly, MO.

2.2 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.3 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

SECTION 3. TERM

3.1 Six Months. The initial term of this lease shall be for six months beginning on October 1, 2019 and ending on March 31, 2020.

3.2 Renewal. This lease shall renew on a month-to-month basis following the end of the initial six-month term until terminated by either party. Termination shall be in writing and delivered thirty (30) days prior to the termination date. Renewals shall be on the same terms and conditions stated herein unless amended in writing prior to the start date of the renewal term.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay Five Hundred Dollars (\$500.00) per month during the term of this lease. Payment is due no later than the first business day of each month. Lessee may prepay any amount at any time.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a retail memorabilia/collectables business on the premises. Lessee shall obtain a city business license prior to beginning business operations on the premises.

5.2 Access and Key. Lessee shall be issued a key and permitted free access for ingress and egress. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY'S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. City agrees to pay for trash service at the leased premises.

6.4 Utilities. City shall provide all utilities necessary for the business operations of the Lessee except Lessee shall provide internet and cable if desired.

SECTION 7. ASSIGNMENT

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City's express written approval of such transfer.

SECTION 8. LIABILITY

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee's use of the property or injury or damage to any third party.

SECTION 9. INSURANCE

9.1 Lessor. Lessor maintains Commercial General Liability coverage for the structure.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance, business interruption coverage and Commercial General Liability coverage in an amount not less than \$1,000,000.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time amended, or otherwise available to City, or its elected officials or employees.

SECTION 10. DAMAGE OR DESTRUCTION

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee's rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee's rental obligation shall terminate.

SECTION 11. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

#5.

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

SECTION 13. TERMINATION

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent , obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

Brian Crane
City Manager
101 West Reed Street
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

SECTION 15. MUNICIPAL AUTHORITY

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

SECTION 16. GOVERNING LAW

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

#5.

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

SECTION 18. PUBLIC RECORDS ACT

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

SECTION 19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

SECTION 15. COUNTERPARTS

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

SECTION 16. NO PROMISE OF FUNDING

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By: _____
Brian Crane
City Administrator

ATTEST:

City Clerk

LESSEE

Timothy Zike

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: Public Utilities
 Date: September 16, 2019

Agenda Item: A Resolution Authorizing The City Manager To Purchase A Blower For The Sludge Basin At The Wastewater Treatment Plant From Hydrokinetics, Inc

Summary: A resolution authorizing the city manager to purchase a blower for the sludge basin at the wastewater treatment plant from hydrokinetics, Inc.

Recommended

Action: Approve this resolution

Fund Name: Utilities Replacement Fund

Account Number: 302.000.5311

Available Budget \$: 0

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A BLOWER FOR THE SLUDGE BASIN AT THE WASTEWATER TREATMENT PLANT FROM HYDROKINETICS, INC.

WHEREAS, the existing blower for the sludge basin at the wastewater treatment plant was destroyed by fire; and

WHEREAS, Hydrokinetics, Inc., is a sole source distributor for this type of equipment and provided a quote for a new blower in the amount of \$51,600; and

WHEREAS, the blower is essential to the operation of the wastewater treatment facility and must be replaced immediately.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to purchase a blower for the sludge basin at the wastewater treatment plant from Hydrokinetics, Inc., for the sum of \$51,600.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



AERZEN

#6.

Compressed air, gas
and vacuum solutions

Aerzen USA
108 Independence Way
Coatesville, PA 19320 USA

Telephone: (610) 380-0244
Fax: (610) 380-0278
inquiries@aerzenusa.com
www.aerzenusa.com

City of Moberly, Missouri

300 N Clark Street

Moberly, MO 65270

Attention: Ben Riles, briles@cityofmoberly.com

RE: ACKNOWLEDGEMENT of Purchase Order #08152019
Project: GM 60S Replacement Blower

September 6, 2019

Dear Mr. Riles:

Thank you for the above-referenced purchase order.

PROJECT CONTACTS:

Project Manager:	Jill Gouert	jill.gouert@aerzen.com	484-718-3711
Contracts:	Amy Goldberg	amy.goldberg@aerzen.com	484-718-3816
Sales:	Doug Cagney	doug.cagney@aerzen.com	484-678-6811
Service Coordinator:	Silke Melvin-Enz	silke.melvin-enz@aerzen.com	484-718-3602

❖ PLEASE CONTACT THE SERVICE SCHEDULE COORDINATOR, SILKE MELVIN-ENZ (484-718-3602), IN THE AFTER SALES DEPARTMENT, THREE TO FIVE WEEKS PRIOR TO THE EQUIPMENT START-UP DATE TO SCHEDULE SERVICE. SERVICE BEYOND WHAT IS ITEMIZED IN THE QUOTE FOR STARTUP AND TRAINING WILL BE AT AN ADDITIONAL COST.

❖ The following statement shall apply to any and all terms and conditions of the above-referenced Purchase Order:

➤ Please note that any exceptions to the Technical Terms and Conditions will be sent in the submittal. The equipment and/or work as described in the Purchase Order shall be inclusive of all the technical exceptions as approved by the Owner and/or Owner's representative in the Submittal Process.

❖ Payment Terms:

- 95% upon shipment of equipment, NET 30.
- 5% upon start-up NET 30, not to exceed 180 days from shipment.

❖ Attached hereto and incorporated by reference herein, please find Aerzen USA Corp.'s Warranty and TERMS AND CONDITIONS OF SALE – New Equipment Packages.

AERZEN USA CORPORATION

108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278



AERZEN

Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.

AERZEN Reference Number: E28-38274

12-Aug-19

Re: Moberly MO Replacement Blower

Page 1 of 2

To: Ben Riles Firm - City of Moberly MO email - briles@cityofmoberly.com phone - 660-269-9437
AERZEN Representative Info: Name - Jeff Clarke of Hydro-Kinetics Corporation e-mail - jclarke@hydro-kinetics.com phone - (314) 306-7977

AERZEN Proposal Prepared By: Name - Doug Cagney email - doug.cagney@aerzen.com phone - (484) 678-6811
AERZEN Regional Manager: Name - Doug Cagney e-mail - doug.cagney@aerzen.com phone - (484) 678-6811

This scope of supply does NOT include the following items: MCC starter, VFD, External Controls, Isolation Valves and Installation Hardware.

GM 60S Replacment Blower

Model: GM 60S

Performance Data:

Design

Intake volume, handled at intake condition	icfm	2,074
Volume handled at normal condition	scfm	1,815
Relative humidity	Φ	80%
Intake pressure (abs.)	psia	14.30
Pressure difference	psig	7.00
Intake temperature	°F	100
Discharge temperature	°F	189
Main rotor speed	rpm	3,000
% of maximum	%	100%
Motor Speed	rpm	1,775
Power consumption at coupling	bHp	85.8
Motor Rating	HP	100
Blower max rotor speed	rpm	3,000
Tolerance on flow & power	± 5 %	
Sound pressure level w/o enclosure	dB(A)	98
Sound pressure level w/ enclosure	dB(A)	76
measured in free field at 3ft. distance from the outline of the unit (tol. ± 2 dB(A)).		

Weights & Dimensions:

Discharge connection	CS ANSI	8"
Blower pkg weight	lbs.	4,387
Envelope dim.*	LxWxH in.	81 x 67 x 83
Cooling Fan	shaft driven	shaft driven

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector



AERZEN

#6.

Compressed air, gas
and vacuum solutions

Aerzen USA
108 Independence Way
Coatesville, PA 19320 USA

Telephone: (610) 380-0244
Fax: (610) 380-0278
inquiries@aerzenusa.com
www.aerzenusa.com

**CITY OF MOBERLY, MISSOURI
PO #081520129
GM 60S REPLACEMENT BLOWER**

LIMITED WARRANTY

Unless otherwise stated in Seller's quotation, Seller warrants the products and parts that it manufactures will be free from defect in materials and workmanship for twenty-four (24) months from the date of start-up, but not to exceed thirty (30) months from the date of readiness to ship. Performance warranties (if any) are limited to those specifically included in Seller's proposal and identified as such. Equipment (including accessories, components and parts thereof) furnished by Seller but manufactured by others is not warranted by Seller and such equipment shall carry the warranty (if any) which the manufacture has conveyed to Seller to the extent it can be passed on to the Buyer. Seller shall, upon prompt written notice by the Buyer, correct such non-conformities, at Seller's option, by either repair or replacement. All such defective Goods shall be sent at Buyer's expense directly to Seller at 108 Independence Way, Coatesville, PA, USA, 19320. Shipment of repaired or replacement goods will be at Seller's expense. Seller warrants any Equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of ninety (90) days after the start-up of such repaired or replaced Equipment or (b) the period remaining on the Equipment warranty.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY SELLER, EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY SELLER FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY CONTRACT RESULTING OR ARISING FROM OR OTHERWISE EVIDENCED BY THIS AGREEMENT.

The above warranties do not apply to products which are (a) repaired, modified or altered by any party other than Seller or Seller's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation or maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, improper storage, transportation or handling, or (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT, AND IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.



the Seller reserves the right to change all specifications without prior notification or public announcement. Nothing in the Condition shall oblige the Buyer to accept Goods which do not reasonably comply with the purchase order.

6. LIABILITY

Seller's liability with respect to the Goods sold hereunder shall be limited to the warranty provided in Section 10 of these Terms and Conditions and shall be limited to the contract price. In no event shall Seller be liable for special, indirect, incidental, consequential or punitive damages, or expenses incurred by Buyer, Buyer's customers or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss.

7. SHIPPING DATE

Shipping dates are estimates and not a guarantee of a particular day of shipment. Seller shall not be liable in any way for any default or delay in shipping due to contingencies beyond its control which prevent or interfere with Seller making delivery on the date specified, including, but not limited to, war, restraints affecting shipping, delivery of materials or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strikes, lockouts, fires, bombings, terrorism, accidents, floods, droughts and any other contingency affecting Seller, its suppliers, or subcontractors; and Seller shall have the right to cancel a contract of sale or to extend the shipping date in the event that one or more of such contingencies prevents or delays shipment.

8. DELIVERY

- a. **Title and Risk of Loss:** All products will be delivered FCA Aerzen, Coatesville, PA unless otherwise agreed by both parties in writing. In no event shall Seller be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Seller.
- b. **Acceptance of Products:** Buyer shall inspect all products promptly upon receipt. All claims by Buyer, except only those provided for under Warranty clauses, must be asserted in writing by Buyer within a 5-day period from receipt or they are waived.
- c. **Delays by Buyer:** In the event that Goods cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iii) the Goods shall be deemed as shipped and the warranty time period shall commence; (iv) all expenses incurred by Seller, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges and any taxes shall be payable by Buyer; and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of Goods to the originally agreed point of delivery.
- d. **Partial Shipment:** Partial shipment of an order will not be made without Buyer's knowledge or consent. In the event a complete shipment cannot be made by the required date, Buyer will be notified and asked whether entire shipment shall be held or partial shipment made. If partial shipment with Buyer's approval is made, excess freight charges, if any, will be billed to the Buyer.

9. CANCELLATION, POSTPONEMENT OR CHANGE ORDERS

Orders are not subject to Buyer's cancellation, postponement or change in specifications, shipping schedules or other conditions originally agreed upon without Seller's written consent and then only upon agreement to compensate Seller for any or all losses caused by such cancellation, postponement or changes.



CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE PRICE OF THE GOODS.

11. NONCONFORMING GOODS

Any rejection of nonconforming Goods must be made by the Buyer within five (5) days of delivery and Buyer must give written notice to Seller within that period. Such notice shall contain a brief description of the alleged non-conformity. Upon receipt of such notification, Seller will immediately arrange for the return of the Goods, at Seller's expense, and upon confirmation of the nonconformity, Seller, at Seller's expense, will ship conforming Goods to Buyer.

12. RETURNS AND REPAIRS

When Goods are returned for repair, the Buyer must contact Seller's customer support department for shipping instructions and a return material authorization (RMA#). Buyer must ship back product in original packaging or equivalent, with the RMA # clearly marked on the outside of the package, freight prepaid. Seller shall not be responsible for any damage occurring in transit or obligated to accept products returned without RMA #. Buyer bears all risk of loss or damage to the returned product until delivery at Seller's designated facility. Any return shipment received by Seller without a RMA # and/ or whose contents are not received in their original condition, may be reshipped by Seller freight collect to Buyer.

13. RETURNS FOR CREDIT

No returns for credit will be accepted unless Seller's permission has been obtained in each case in advance. Only sizes and designs taken from Seller's regular line, which are in active demand, can be accepted for credit. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling costs and additional deduction for expenses incurred in restoring Goods to saleable condition. Obsolete or specially manufactured Goods can be accepted for return or credit only the extent of their value to seller in each case. No credit will be issued to other than the original Buyer.

14. APPLICABLE LAWS

This Agreement and the respective rights and obligations of the Buyer and Seller with regard hereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

15. NOTICE

Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be sent to Aerzen USA, 108 Independence Way, Coatesville, PA, 19320 or faxed to (610) 380-0278, Attn: Sales Manager.

16. ASSIGNMENT

Neither party may assign or transfer this Agreement without the prior written consent of the other party.

17. CONFIDENTIAL INFORMATION

Any design specifications, manufacturing drawings, technical data or other information or materials submitted to Buyer and identified by Seller as confidential are and shall remain the exclusive property of Seller. Buyer agrees to treat such information as confidential and shall not reproduce or disclose such information without the express prior written consent of Seller.

City of Moberly City Council Agenda Summary

Agenda Number: #7.
 Department: Comm. Dev.
 Date: October 7, 2019

Agenda Item: A Resolution Accepting The Proposal Of Travelstorysgps, LLC., For Development Of A Historical Walking Tour Application For Downtown Moberly

Summary: We have secured funding to develop a historic walking tour app for the City of Moberly. Since that time we have sent out RFP's to hire a company to create the app and content. The company will be working with a selected historian to build the app and create the content. The selected company will also participate in two public meetings to discuss the project and listen to community feedback/input. We have received three proposals for this project, which have been forwarded to the state historic preservation office for review.

Recommended

Action: Approve this resolution

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE PROPOSAL OF TRAVELSTORYSGPS, LLC., FOR DEVELOPMENT OF A HISTORICAL WALKING TOUR APPLICATION FOR DOWNTOWN MOBERLY.

WHEREAS, city staff issued a Request for Proposals for a historic walking tour narrative development and application development and received three responsive proposals; and

WHEREAS, the proposal of TravelStorysGPS, LLC., was determined to be the best proposal based upon its patented future-forward mobile app for the total sum of \$25,900 including the first-year subscription amount; and

WHEREAS, the bids were all competitive but based upon the ease of use staff is recommending the TravelStorysGPS, LLC., proposal.

THEREFORE, the Moberly, Missouri, City Council accepts the proposal of TravelStoryGPS, LLC., in the amount of \$25,900 and authorizes the city manager to contract for development of a historic walking tour app.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

TravelStorysGPS, LLC Proposal



In Response to the City of Moberly, Missouri, Request for Proposal:
Historic Walking Tour Narrative Development and Application Development

Submitted to:

Kay Galloway
City Clerk
101 West Reed Street
Moberly, Missouri 65270

Prepared by:

Wells Howe
Director of Sales
TravelStorysGPS, LLC
P.O. Box 494
Wilson, WY 83014
Wells@travelstorysgps.com
(781) 771-9820

A handwritten signature in black ink, appearing to be "Wells Howe". The signature is stylized and written over a horizontal line.

August 20, 2019

August 20, 2019

Kay Galloway
City Clerk
101 West Reed Street
Moberly, Missouri 65270

Dear Ms. Galloway,

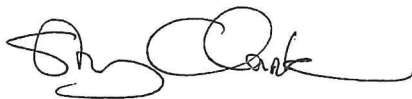
Thank you for the opportunity to compete for the contract to develop a mobile app historic walking tour of Moberly, Missouri. We believe TravelStorysGPS, LLC is the best company in the industry to help your community highlight its fascinating history, attract more visitors, and inspire them to stay longer and spend more money.

TravelStorysGPS has worked with communities, historical societies, museums, agencies, nonprofit institutions, and businesses to develop nearly 130 mobile app audio tours designed to provide location-aware interpretation and stimulate economic development. Our patented and proven TravelStorys™ technology has the distinct ability to reach travelers on the move, hands-free, by automatically presenting local audio stories and wayfinding synchronized to their exact location. Accessible both on-site and remotely, the content enriches experiences, creating lasting memories travelers will share with other potential visitors.

TravelStorys is differentiated by its superlative accessibility and support services. All tours are presented on a single, shared mobile platform, which offers a "one-stop" guide for visitors and facilitates collective promotion by tour sponsors. Many other distinguishing features are described in the attached proposal.

Thank you for your consideration. We look forward to working with the City of Moberly on this exciting project.

Sincerely,



Story Clark
Founder & CEO
TravelStorysGPS, LLC
Story@travelstorysgps.com

STATEMENT OF UNDERSTANDING

August 20, 2019

Kay Galloway
City Clerk
101 West Reed Street
Moberly, Missouri 65270

Dear Ms. Galloway,

This letter serves to formally acknowledge that TravelStorysGPS, LLC fully understands the proposed project and the professional services required to complete the project as outlined in the Request for Proposal: Historic Walking Tour Narrative Development and Application Development dated August 8, 2019.

The mission and core services of TravelStorysGPS, LLC are fully aligned with this Request for Proposal, its timeline, and requirements.

TravelStorysGPS, LLC would appreciate the opportunity to perform the services outlined in this Request for Proposal for the City of Moberly and has all the resources and experience to successfully complete the work and provide Moberly with a superior product.



Signature

August 20, 2019
Date

Story Clark,
Founder & CEO
TravelStorysGPS, LLC
Story@travelstorysGPS.com

I. TravelStorysGPS, LLC Qualifications & Experience

TravelStorysGPS, LLC is a Wyoming-based mobile technology company that connects people to places in memorable ways. Our patented, future-forward mobile app, TravelStorys™, reaches travelers on the go, hands-free, with locally sourced, podcast-style audio guides to inspire them with informative and entertaining stories. TravelStorys is synchronized to launch automatically exactly where travelers are, so they can safely explore at their own pace without the distraction of looking at or touching their phones or tablets – eyes on the sights, not on devices.

TravelStorysGPS works with communities, agencies, nonprofit institutions, and businesses, helping them tell their stories of place and attract new audiences. The company goal is to pair the greatest communication tool of our time – the smartphone – with the greatest communication tool of all time – storytelling – to assist our clients in interpreting their communities and landscapes for all smartphone and tablet users, including both visitors and residents.

TravelStorys is also an effective tool for economic development. Our location-aware mobile content enriches travelers' experiences, so they take more time to explore the area, spend more tourism dollars locally, take home memories of where they have been, and encourage their friends and family to visit those same places.

TravelStorysGPS has developed nearly 130 high-quality mobile audio tours in 34 states, with an additional 20 tours scheduled to launch in the coming months. These tours have been downloaded in 99 countries. Our clients include cities and towns, federal, state and local agencies, businesses, friends groups, and other charitable organizations. We assist our tour sponsors in telling their stories – and the stories of the places they promote and sustain – in the most accessible, engaging manner.

The TravelStorysGPS team is highly skilled and experienced in working with tour sponsors to build first-rate tours in downtowns, along highways, trails, bike and boating routes. The team includes app developers, professional storytellers, audio specialists, writers, and marketing professionals.

A. City of Moberly Historic District Tour Development

The City of Moberly Historic District Tour will be a self-guided audio experience that is free for all users to download and accessible on any smartphone, tablet, or mobile device via the free TravelStorys mobile app platform. As visitors approach sites of interest, audio segments will launch automatically. The tour will highlight the City of Moberly's historic architecture, attract tourism revenue to the local economy, and provide visitors with a

new way to explore the Historic District. Corresponding images, text, and links will provide greater depth to each story site. Images can take users inside the sites “virtually” or present views of historic scenes, events, now-demolished buildings, etc. Users will be able to experience all of the tour content both on-site and remotely for trip planning.

The City of Moberly Historic District Tour will follow a route displayed on a user-friendly, interactive map screen; users can enter the tour at any location with a short orienting audio introduction. They will be able to zoom in and out and see their current position indicated by a blue dot on the map screen, so they can never get lost. The map also includes a compass and an option to select satellite or road view to assist with wayfinding. The tour may also include audio wayfinding to guide users to specific sites.

All TravelStorys tours will include these features:

- **Automatically Launching Audio:** Approximately three minutes of audio per story site that launches automatically as users approach sites of interest without looking at or touching their mobile devices.
- **“Connect” Feature:** A banner with a live link connected to a specific website; can be used to highlight and link to a charitable beneficiary or any other tour-related agency or organization.
- **Useful Nearby Information:** Customized overlays and icons to inform users about nearby sites of interest.
- **Upcoming Nearby Tour Opt-in Notifications (optional app feature that users can select manually):** Inform travelers about tours in their area; tour sponsors can also notify travelers on other TravelStorys tours that their tour is nearby.

Other notable optional features include:

- **Multiple Tracks:** Individual tours can present multiple audio channels, or tracks, customized for different audiences (such as families or foreign language speakers – TravelStorysGPS is currently building tours in Spanish and Mandarin). Users can toggle back and forth between these tracks.
- **Music:** Local music presented between story sites.
- **Polygon Overlays:** Visual overlays to show users tour routes, parking options, city parks, etc.
- **Publisher:** An upcoming web-based tour-production tool that provides tour sponsors with the option of making content and image changes to existing tours.

- **Advertising:** Optional visual and audio advertising placements can generate revenue (see Appendix B).

B. Content Creation

CITY OF MOBERLY HISTORIC DISTRICT TOUR FEATURES

Geotags: 30 geolocational story sites with audio narration, images, and text

Map Listings: 70 additional geolocational sites with images and short informational text

Mode of Travel: Walking

Audio: 30 authentic, place-based audio stories; maximum 3 minutes per story

Images: 3-5 per geotag

Text: Audio script for 30 place-based stories viewable in tour, plus informational text for additional 70 map listings

Custom Mapping: Colored geotag icons, tour route, and points of interest

The City of Moberly Historic District Tour will entertain and inform users about the historic aspects of the city through a simple, fun, and interactive mobile experience. The City of Moberly will identify 100 historic story sites and, with support and guidance from the TravelStorysGPS production team, design the architecture of the tour, write the informational text for the 70 map listings and the scripts for the 30 audio sites, timed to correspond to the mode of travel (walking), test and market the tour. TravelStorysGPS will provide a selection of professional narrators for the City of Moberly to choose from, then record and edit the narration for the 30 audio sites. All 100 story sites may be altered and updated in real-time to reflect changes in information accuracy, for seasonality, or to promote events and initiatives by the City of Moberly. The 70 geolocational sites will allow for updates to the tour's information without the need to re-record or produce audio.

Audio introductions and conclusions will introduce the City of Moberly as the tour sponsor and offer useful logistical information to the tour user. Contact and social media information for the City of Moberly will also be directly linked within the tour. A charitable organization, such as a community foundation, that is associated with the sites along the

tour route can be designated as the charitable beneficiary for the user-optional donation feature or website link, if desired.

Audio narration scripts for the City of Moberly Historic District Tour will be written by a certified historian designated by the City of Moberly. TravelStorysGPS staff will work closely with the selected historian(s), providing guidance for writing in a narrative style designed specifically for place-based audio. TravelStorysGPS will provide a sample of professional narration to the City of Moberly, then record and edit the narration for the 30 audio sites.

Together, the TravelStorysGPS team, the City of Moberly, and selected historian(s) will build a simple, inspiring, and highly accessible audio experience for Moberly visitors and residents that will highlight the historic resources – both those that are extant and currently represented on-site and those that have been remodeled or demolished – to give a full picture of the city and its history. Audio descriptions, historical storytelling, and images will bring these historic sites to life.

C. Technology

1. The TravelStorys Mobile App

The TravelStorys mobile app is available on iOS and Android devices through the App Store and Google Play. The TravelStorysGPS technology team regularly updates the app to be compatible with new devices and operating systems as they become available. TravelStorys is continually evolving with state-of-the-art technology, new design, and new user-friendly features.

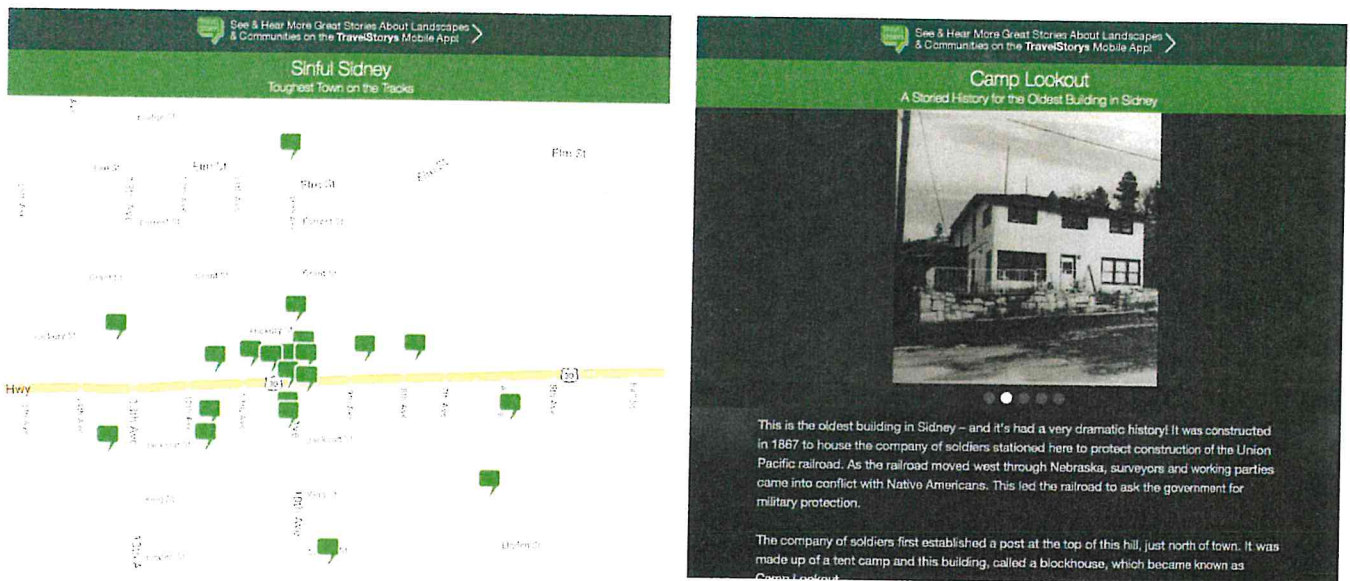
TravelStorys' patented technology allows users to listen to tours anywhere and at any time. Tours are easily downloaded in areas with wireless internet access or cell phone reception. Once the app is installed and a tour is selected, the tour will download onto the user's phone, and no further cell or data service is needed. Further data service is only required to browse web links or watch videos. Users can delete the tour at any time, though individual tours require little storage space. Users have the option to hear the audio automatically as they pass by sites in person, or they can manually access the stories remotely for trip planning or educational purposes.

The TravelStorys app is free to download for all users. The City of Moberly Historic District Tour will be available on the TravelStorys platform, where users can explore and access other tours near their current location and nationwide. As a shared platform, the

TravelStorys app serves as a community resource and economic development tool by promoting tours within close proximity, creating the opportunity to brand state or regional tours, linking to useful agency sites and, of course, enticing travelers to visit and learn about more places using the TravelStorys app.

2. TravelStorys Website Plug-in

The TravelStorys website plug-in allows users to access the tour content – audio, images, and text, and mapped site locations – through a web browser. This application is useful for viewing the tour remotely, trip planning, and exploring Moberly in an intuitive, easily orienting way. It also functions as a promotional tool, incentivizing users to download the mobile app version of the tour.



The website plug-in adds a new and exciting feature to an existing website in mere minutes. The plug-in is easy to install with a PHP file upload and API keys. The website version of the tour presents the tour exactly as it is viewed on the TravelStorys mobile app tour. If the mobile app tour is changed, those changes are automatically reflected in the website tour.

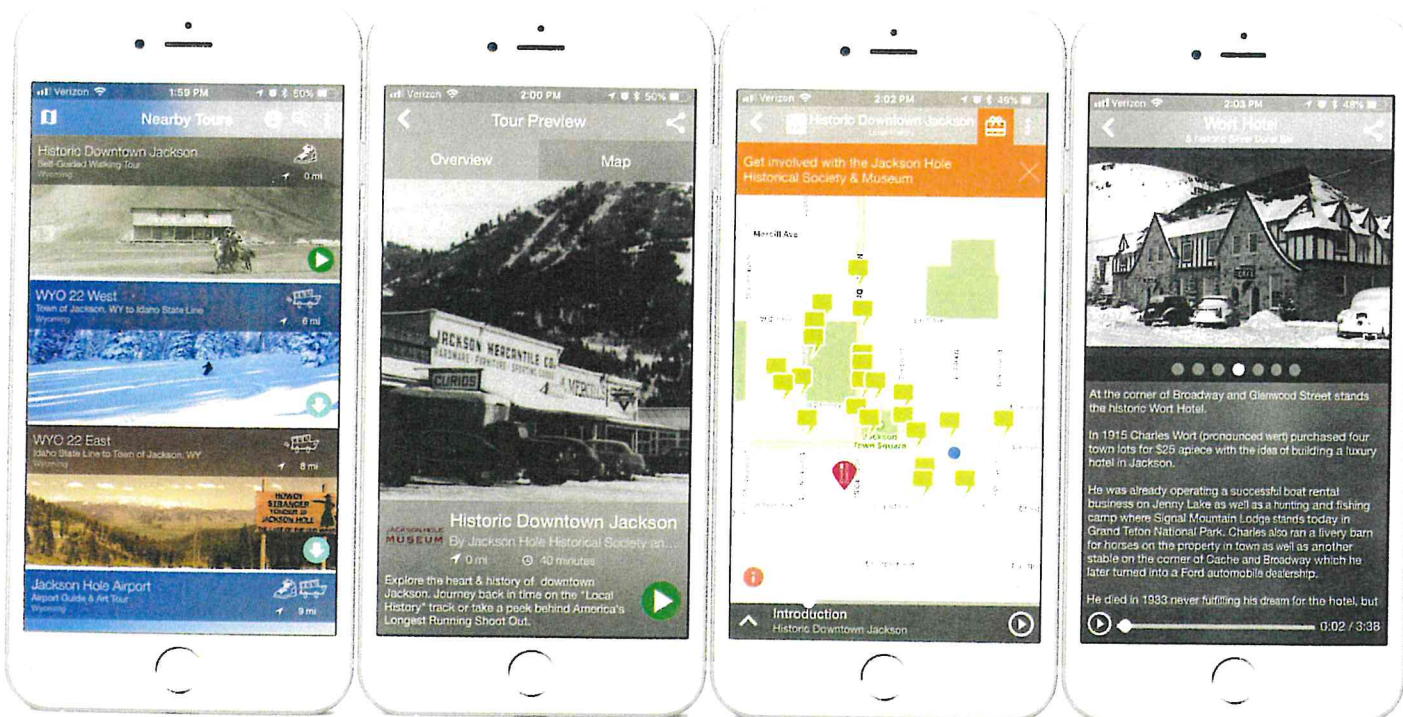
A website plug-in has been included in this proposal, as it is a valuable marketing tool.

D. TravelStories Example Tours

1. Jackson Hole Historical Society & Museum – Historic Downtown Jackson

The buildings on this historic downtown walking tour hold a treasure trove of stories, revealing the unique Western history of Jackson Hole. Through the TravelStories tour, visitors can journey back in time by hearing fascinating stories while exploring the heart and history of downtown Jackson, Wyoming, visiting everything from homesteaders' cabins, Prohibition-era gambling joints and a former blacksmith shop to today's popular "watering holes" and the iconic elk-antler arches on the Town Square.

This tour is presented by the Jackson Hole Historical Society & Museum, which works to research, conserve and interpret the valley's history, and was funded in part by the Wyoming Cultural Trust Fund, serving the citizens of Wyoming by supporting its culture and heritage.

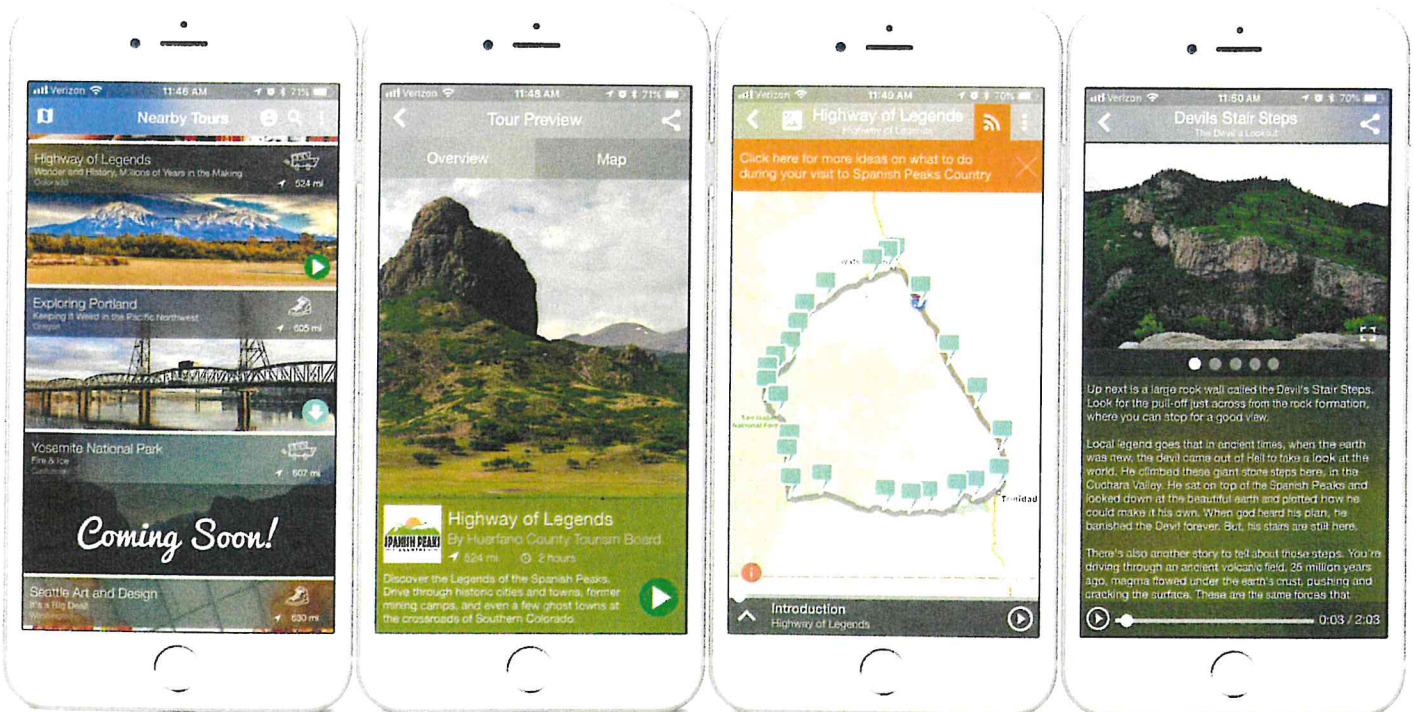


2. Huerfano County Tourism Board – Highway of Legends

Travel beneath the iconic Spanish Peaks on the Highway of Legends Scenic Byway. This driving tour takes you up into the Colorado mountains at 10,000 feet and down into the flat plains. Driving through historic cities and towns, former mining camps, and even a few ghost towns, visitors learn about the ancient geologic changes that formed the surrounding landscape over millennia and hear tales of the Old West, with its covered wagon trains and gun battles.

Visitors also learn about the coal and steel production that built America, starting right here in Huerfano County, Colorado. And visitors hear about the people who made it happen: coal miners, union laborers, and the mighty Mother Jones, “the most dangerous grandmother in America.” Of course, visitors will hear about the native people and the lives they lived here. There’ll be legends, ghost stories, and even a few rumors. And, finally, you’ll hear tips about local hikes, museums, and parks where you can stop to stretch your legs.

This audio tour is brought to visitors by the Huerfano Tourism Board, and made possible by a grant from the Colorado Tourism Office.

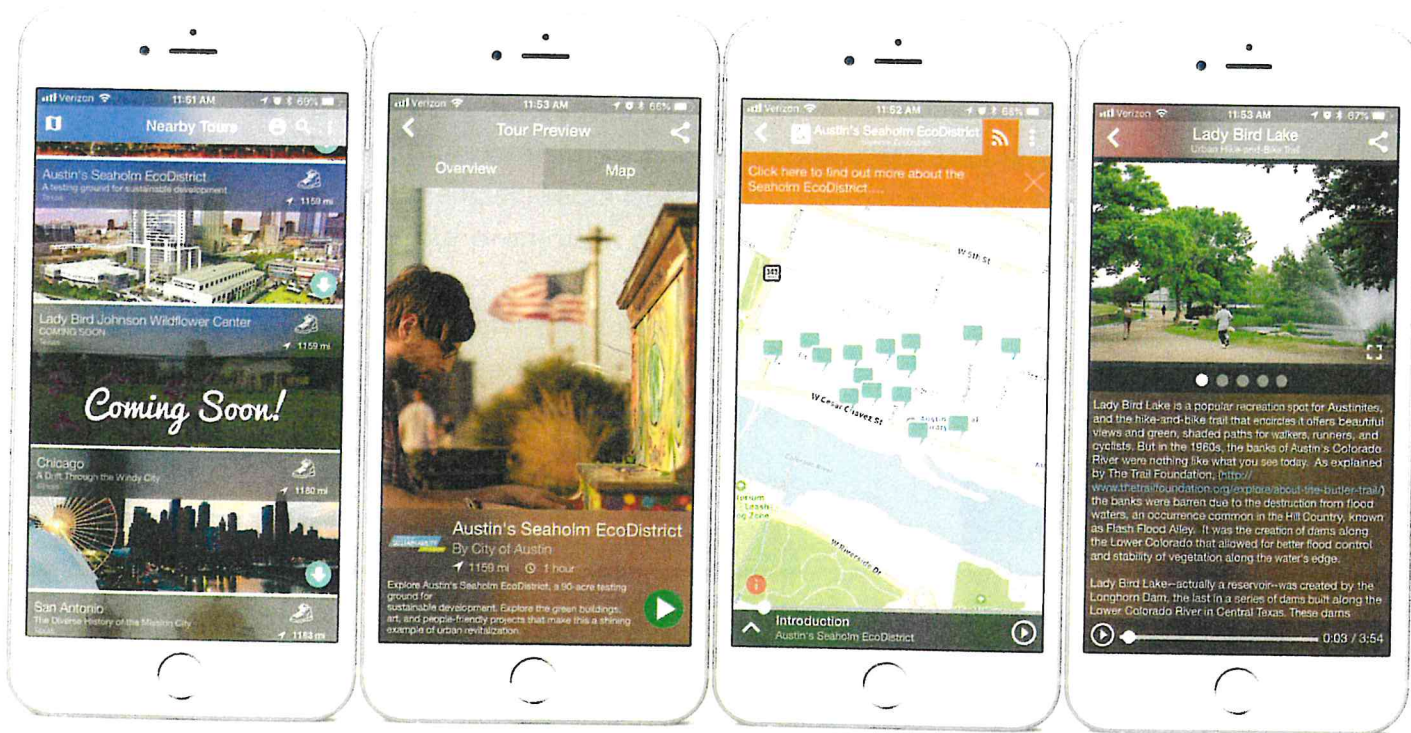


3. City of Austin, Sustainability Office – Austin’s Seaholm EcoDistrict

Welcome to the Seaholm EcoDistrict, a 90-acre, city-sponsored testing ground for innovative sustainable development. At the heart of the EcoDistrict is the former steam power plant for the City of Austin, but for many years the decommissioned plant lay derelict. The EcoDistrict has been brought back to life with green, people-friendly additions that reflect Austin’s spirit of originality and soul. Visitors can walk with TravelStorys, and the app will point out many special features — from green buildings and art to habitat-preservation projects.

Austin’s goal to be a net-zero greenhouse gas emissions community makes it an international leader in the fight against climate change. The Seaholm EcoDistrict helps achieve this goal by offering resources for zero-emission vehicles, building LEED-certified buildings, solar-powered charging stations, and much more. In addition, the Seaholm EcoDistrict creates people-friendly spaces, with public art and pedestrian-friendly walking and biking trails.

This walking tour is presented by the City of Austin’s Sustainability Office.



E. Marketing

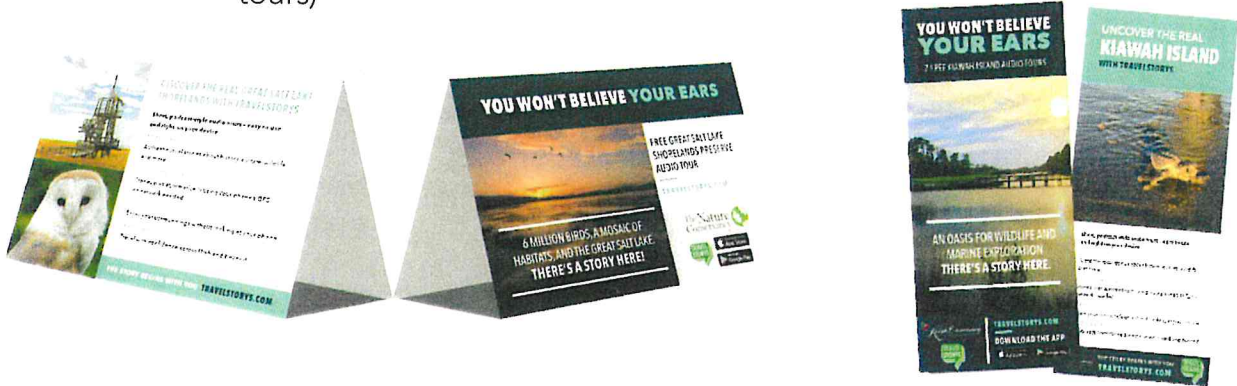
In addition to the value of the TravelStorys mobile platform for interpretation, education, and enlightening travel experiences, the TravelStorysGPS team uses the platform to build tour sponsor brands by investing in marketing its tours and tour sponsors. As a tour sponsor on the TravelStorys shared platform, the City of Moberly will be promoted in social and print media. Additionally, the City of Moberly will receive valuable information and guidance on ways to market mobile apps and to co-market the tour through its marketing channels. The TravelStorysGPS marketing director will provide useful marketing guidelines and a starter kit of marketing materials, which can be reproduced and widely distributed (See Appendix B).

Additionally, TravelStorysGPS' marketing team will coordinate with the tour sponsor in developing a tour branding strategy and marketing plan, and will participate in tour marketing in the following ways:

- TravelStorys Marketing Materials
 - "There's a Story Here!" stickers for display at story site locations
 - Tour-specific rack cards, table tents, and poster templates for reproduction and display at popular tourist venues

- TravelStorys Digital Marketing
 - In-app visual and audio messaging
 - TravelStorys website tour launch with continuous website promotion
 - Ongoing social media posts and TravelStorys e-newsletter features
 - Online tour promotion campaign (included in this proposal)

- TravelStorysGPS Marketing Initiatives:
 - In-person meetings with regional and state tourism offices
 - Regional and state tourism trade show presence (with multiple regional tours)



II. Schedule & Deliverables

A. Timeline

The TravelStorysGPS team can build the City of Moberly Historic District Tour according to the deadlines as laid out in the RFQ.¹ TravelStorysGPS has prepared a detailed work plan with a schedule to ensure that all tasks are outlined, and deadlines are met. The proposed tour-building schedule is below:

Task	End Date
Phase I: Project Launch	
TravelStorys Tour Launch Webinar	10/15/19
TravelStorys create work plan	10/17/19
Client approve work plan	10/22/19
Client set geotag sites on Google Maps - Story sites and map listings	11/1/19
Phone call base map discussion	11/8/19
TravelStorys send StoryBoard	11/15/19
TravelStorys Storytelling Webinar	11/15/19
Phase II: Create Content	
Client write draft 1	12/27/19
TravelStorys review draft 1	1/24/20
Client send draft 2	2/7/20
TravelStorys review draft 2 & approve	2/17/20
TravelStorys submit professional in-house narrator sample for editorial review	2/17/20
Submit final narrative text for approval/review prior to recording	2/17/20
TravelStorys record professional narration with in-house narrator	3/13/20
Client collect images & complete image spreadsheet	3/13/20
Client collect filler (music or other audio)	3/13/20
Submit sample of audio narration for review/approval prior to app going live	3/16/20
Introduce TravelStorys marketing coordinator to client	3/16/20
TravelStorys edit & compress audio	3/20/20
TravelStorys catalogue & compress images	3/20/20
Phase III: Beta Testing	
TravelStorys upload Beta I content onto app	4/3/20
TravelStorys send testing guidelines	4/6/20
Testing phone call	4/7/20

¹ TravelStorysGPS can supply information, materials, or send a team member to Moberly, MO, for support during public meetings, as outlined in the RFQ, if requested by the City of Moberly.

Client test tour	4/30/20
TravelStorys implement changes from testing onto the tour	5/15/20

Phase IV: Tour Launch

Submit draft of app design/layout for review before going live	5/29/20
Client & TravelStorys implement marketing and promotion plan	7/31/20
Publish tour - Submit final app	7/31/20

Phase V: Subscription

Begin client stewardship	8/2/20
Send client satisfaction survey	8/7/20

Marketing Tasks

Initial marketing call	TBD
Set launch date	TBD
Design first draft marketing materials	TBD
Send marketing best practices, social media templates, and design drafts	TBD
Send marketing starter kit	TBD
Launch Tour: Boost posts and digital marketing campaigns	TBD

B. Subscription

Annual subscription to the TravelStorys mobile platform provides numerous benefits and services and serves as a simple collective coverage package for all tour sponsors' tours. The TravelStorysGPS subscription benefits include up to four hours of direct support, which may be used to publish updated content and address technical questions. The subscription also gives clients access to software support and maintenance to ensure continuous presentation of the tour on the TravelStorys app platform. Quarterly reports are also included in the subscription package, summarizing the overall app and tour-specific analytics with information on download rates and demographics as well as other data available upon request. Other subscription benefits include: technological updates to enable the tour to be presented on new devices as they become available; support for technical issues that may arise; platform and server architecture upkeep and maintenance. The subscription will renew one year from the date the tour is launched.

C. Deliverables

In accordance with the above tour-building timeline, pending any unforeseen obstacles, the project will be completed by July 31, 2020. The City of Moberly can expect the following deliverables:

- All deliverables as outlined in the proposed work plan
- The City of Moberly Historic District Tour presented on the TravelStorys mobile app

- Remote tour testing and oversight of on-site tour testing to ensure a high-quality user experience
- Use of latest UX mobile location tracking technology
- A brand strategy & marketing plan to support the launch
- Subscription/maintenance starting July 31, 2020, (or launch date) for 12 months

III. Resources & Staff

TravelStorysGPS has an experienced team of account managers, audio specialists, and app developers. The following staff members will be involved in the City of Moberly Historic District Tour (see Appendix A for resumes):

- Christie Koriakin, Director of Audio Production
- Kaitlyn Osborne, Director of Marketing
- David Worth, Director of Development

The TravelStorysGPS team has deep production, GIS, and app technology experience as well as strong expertise in storytelling and geolocational writing. Many of TravelStorysGPS' clients are building their third and fourth tours on the TravelStorys platform.

IV. Pricing

A. Project Estimate

The estimate below reflects the scope of work outlined in this proposal. This is a nonbinding estimate of costs based upon information available at the time of submission and is valid for 60 days. This estimate does not constitute a contract. TravelStorysGPS may work with the City of Moberly to adjust the scope of this estimate to be in line with the City of Moberly's needs, budget, or project requirements. The estimate below reflects a suggested project scope based on the RFQ.

CITY OF MOBERLY HISTORIC DISTRICT TOUR PROJECT COSTS**TOUR PRODUCTION**

Tour Setup	Shared Platform ²	One-time ³	\$3,000
Audio Tour Production	30 Geotags	One-time	\$10,000
Professional Narration	30 Geotags	One-time	\$1,400
Geolocational Site Production	70 Sites	One-time	\$7,000
SUBTOTAL			\$21,400

WEBSITE PLUG-IN

Website Plug-in		3-year License	\$500
SUBTOTAL			\$500

MARKETING

Premium Digital Marketing Strategy & Implementation ⁴		One-time	\$2,500
SUBTOTAL			\$2,500

SUBSCRIPTION

Tour Subscription	Up to 10,000 user sessions ⁵	Annual	\$1,500
SUBTOTAL			\$1,500

BUDGET SUMMARY

Tour Production		\$21,400
Website Plug-in		\$500
Premium Marketing & Promotion Package		\$2,500
Subscription – One Year		\$1,500
TOTAL		\$25,900

² The tour will be hosted and displayed on the TravelStorys mobile app shared platform.

³ Tour setup is a one-time fee charged only with the first tour. Any future tours sponsored by the City of Moberly will not include a setup fee.

⁴ Premium Digital Marketing Strategy & Implementation may be adjusted according to the project's budget or allocated to other suggested TravelStorys add-ons (available upon request).

⁵ Pricing for higher annual user sessions available upon request.

B. Invoicing Schedule

TravelStorysGPS typically invoices for projects in three increments, but will adjust its invoicing schedule to align with the City of Moberly's requirements if needed. The proposed invoicing schedule is outlined below:

PHASE	DUE DATE	PAYMENT	AMOUNT
Payment 1	Contract signed	50%	\$12,950
Payment 2	30 days after contract signed	40%	\$10,360
Payment 3	Tour published	10%	\$2,590
TOTAL YEAR 1			\$25,900
Subscription	Due annually on the tour's publication date (up to 10,000 user sessions)		\$1,500

V. Summary

TravelStorys tours illuminate local stories and sites in entertaining and accessible ways to attract new audiences and enrich travel routes and destinations. The City of Moberly Historic District Tour will serve to engage and entertain residents and visitors in Moberly's Historic District and will promote these interpretive historical stories through TravelStorys' global audience.

TravelStorys' technology creates a user-friendly means of communication to host and expand the City of Moberly's reach, network, and exposure of the unique places in and around the Historic District. Working closely with the staff of the City of Moberly, the TravelStorysGPS team will create a highly customized and curated experience to draw visitors into the Historic District and encourage them to stay in Moberly longer and spend more tourism dollars locally.

TravelStorysGPS can provide client references upon request.

Thank you for your interest in building a quality mobile experience to attract more visitors and enrich their experiences in the City of Moberly. We look forward to working with you.

Appendix A. Staff Resumes

Christie Koriakin
Christie.koriakin@gmail.com
 (336) 262 9111
 PO Box 1433
 Jackson, WY 83001

EDUCATION**UNC-CHAPEL HILL**

B.A., Journalism/ Electronic Communication,
 2007 B.A., Romance Languages: Spanish, 2007

START UP INSTITUTE

Jackson, WY, Fall 2013

QUALIFICATIONS

- Passion for storytelling
- Experience working with non-profits agencies, arts organizations
- Ability to juggle multiple projects and deadlines.
- Multi-media background in print, radio, film, design and social media

PROFESSIONAL EXPERIENCE**Account Manager & Director of Audio Production, TravelStorysGPS, LLC, December 2014–Present**

- Blend compelling storytelling with cutting edge technology
- Guide clients through the tour building process, from setting sites, recording audio, and writing scripts
- Expand TravelStorys tour network by engaging new tour sponsors.

Public Affairs Director, KHOL 89.1, Jackson Hole Community Radio Inc, July 2010 – March 2014

Developed a strategy for public affairs programming at the community radio in Jackson. Tasks included:

- Producing public affairs packages and interviews
- Training community volunteers in radio production and interview skills
- Managing online presence, including website and social media platforms

Freelance Media, Various Organizations, January 2008 – Present

In addition to formal employment, freelance media projects have included:

Print:

- Wrote features for The Jackson Hole News & Guide and Planet Jackson Hole

Audio:

- Produced Story-Corp-inspired pieces highlighting a women's mentoring program called Womentum
- Edited *Wyoming Stories* for broadcast on Wyoming Public Radio

Video:

- Directed and produced promotional piece about the work of Craighead Beringia South
- Developed fundraising film for a non-profit working in West Guinea, Africa called Woontanara Aid

Wedding and Event DJ, Jackson Hole DJ May 2012 – Present

Create the perfect audio and light ambience for couples' first day as a married couple.

Associate Producer, Horizon Pictures, October 2008–February 2009

Worked on several film projects, including *Cable to the Sky*, a documentary about the construction of the JHMR tram, which aired on the National Geographic series, *Megastructures*

Research Assistant, Fleisherfilm, January 2008–April 2008

Conducted research about Haitians living in the Dominican Republic for documentary film, *Cane & Able*

Production Assistant, The Story with Dick Gordon, May 2007–August, 2007

Researched and reviewed background information for nationally syndicated NPR program
 Produced several segments including the story of one of the first civil rights sit-ins

Kaitlyn Osborne
 Phone: (603) 828-4022
 Email: kmosborne14@gmail.com

EDUCATION

Bachelor of Arts, Elon University, Elon, NC May 2015
 Major: Strategic Communications GPA: 3.7
 Minors: Sport and Event Management and International Studies
 Semester Study Abroad: Alicante, Spain August 2013 – December 2013

PROFESSIONAL EXPERIENCE

Marketing Director & Client Coordinator, TravelStorysGPS March 2017 - Present
 Jackson, WY

- Creating digital and print marketing campaigns for TravelStorys & tour sponsors
- Developing & maintaining overall marketing strategies: campaigns, events, digital marketing, and PR
- Collaborating closely with sales and development teams to streamline product efficiencies
- Managing advertisements on the app
- Measuring ROI for creative tactics and projects
- Fostering relationships with community, tour sponsors, & potential clients

Retail Ambassador & Community Outreach, Healthy Being Juicery August 2016 – March 2017

Account Coordinator, AOR March 2016- July 2016
 Denver, CO

- Liaison between clients and in-house creative team
- Manage over 15 client projects that range from company rebrand to hosting events
- Write proposals for new projects, including project scope, step by step details creative briefs & pricing
- Multitask through internal database systems and emailing

Waitress/Event Promoter, Blackbird Nov 2015 – Apr 2015

Recruiter, Insight Global July 2015- October 2015
 Denver, CO

- Placed entry to high level professionals in the IT, accounting, finance industry
- Scheduled interviews, coordinated meetings, and conducted entire screening process
- Responsible for technical phone screens, interviews, reference checks, rates, correlated with managers, extended offers, informed about benefits, ran background checks, & worked with compliance from clients
- Trained incoming employees about Insight Global's entire process and values

Event Management Manager, Campus Recreation January 2014 – May 2015
 Elon, NC

- Planned 12 Campus Recreation events throughout the year
- Monitored the event for safety, necessary improvements, and obtained feedback
- Created any forms for participants to organize the event
- Set up and cleaned up the entire event
- Constructed a follow-up assessment that illustrated feedback of the event from participants

Facility Manager, Campus Recreation February 2013 – May 2015
 Elon, NC

- Provided customer service to participants
- Managed entire campus recreation facility
- Responded to emergency situations
- Handled cash and money transactions and scheduled events and activities

RELATED EXPERIENCE

Design & Media Content Intern, The Bethany-Fenwick Area Chamber of Commerce May 2014-August 2014
 Fenwick Island, DE

- Created advertising campaigns and updated art work for events
- Advertised to the public about Chamber services
- Worked cohesively and effectively with team members on all Chamber client accounts

SKILLS

Media: AVID, In-Design, Photoshop, Illustrator, SimpleViewer, WordPress, Microsoft, PowerPoint, Twitter, Weebly
Equipment: Sony HXR-NX700 Camera, Canon G12 Still Camera, Zoom Digital Voice Recorder Handheld Microphone, Lavalier Microphone, XLR cable
Language: Proficient in Spanish

David Worth

david@davidworth.me | (623) 606-5656 | Parker, CO 80134 | <http://davidworth.me>

Experience

Lead Software Engineer

August 2016 - Present

TravelStorysGPS, LLC

Denver, CO

Technologies: objective-c swift ios java .net vs2015 git unit-testing gimp photoshop admob iad
itunes-connect rest mvc json cocoa xml lamp android o-auth-v2 continuous-integration
php html css javascript jquery sql mysql

- Maintained, updated, and provided technical support for existing iOS and Android applications. Created feature updates rolled out on a monthly basis.
- Created php-based REST API to serve data to new product groups.
- Created OAuth v2 based authentication systems for TravelStorys APIs.
- Created new applications for iOS and Android product groups and new template applications for white-label product groups.
- Developed 2 new product groups for web based applications and web-based editing tools.

Full Stack Developer

July 2012 - May 2016

Worldlink Technologies, inc.

Portland, OR (Remote)

Technologies: php html css javascript jquery sql mysql objective-c osx ftp connection-kit quicktime
linux apache2 lamp centos7 ssh vim paypal stripe xcode

Software Engineer

October 2009 - Present

Rahket, LLC (Self-Employed)

Denver, CO

Technologies: objective-c swift ios c++ c# java unreal-engine4 .net steam vs2015 git 3d-modeling gimp
uv-unwrapping photoshop admob iad itunes-connect rest tvos mvc json cocoa xml xampp
php html css javascript jquery sql mysql android blender crazybump

- Created 14 original iOS apps with a combined user base of 10,000 users, most of which are available on the iOS App Store. A full list is available upon request.
- Published 2 titles to Steam, with a combined user base of over 2,000 users. The highest-rated has an 88% recommendation from players.
- Designed and coded over 12 unique websites, most including front-end HTML, CSS, JavaScript, jQuery, and PHP, as well as back-end databases.

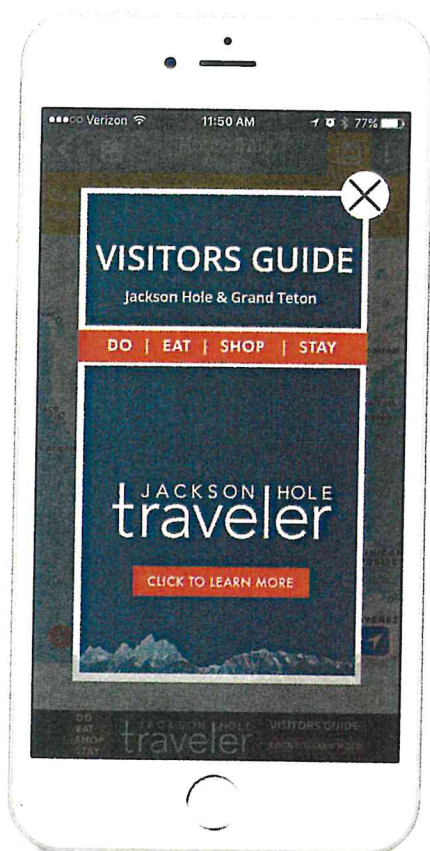
Customer Service Representative

October 2011 - August 2012

JC Penney

Aurora, CO

Appendix B. Advertising Opportunities

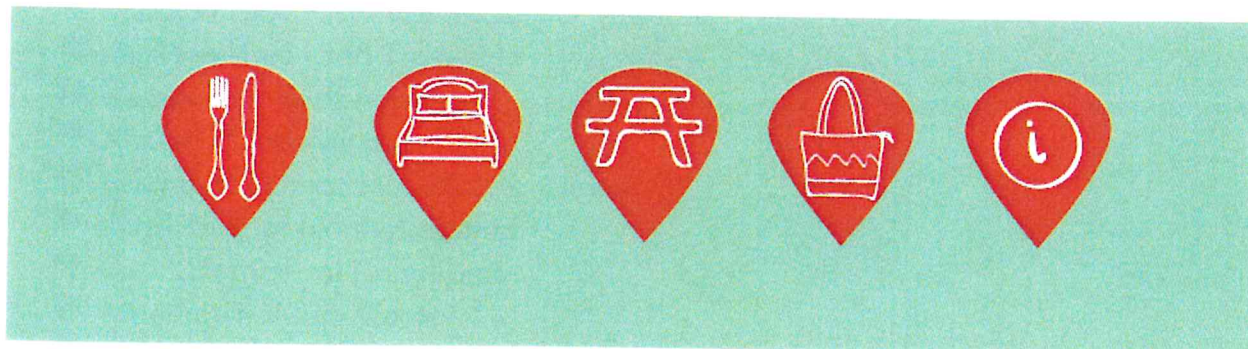


BENEFITS

- ✓ Generate Revenue
- ✓ Capture New Audiences
- ✓ Launch Ads at Precise Locations
- ✓ Measure Success with User Analytics
- ✓ Promote with Multi-Media Content

OPTIONS

- #1 Site-Specific Messaging
- #2 Embedded Audio
- #3 Visual Displays
- #4 Map Listing



Appendix C. Tour Sponsors (Client) List

- Androscoggin Land Trust
- Austin Department of Sustainability
- Bayou Land Trust
- Birmingham Industrial Heritage Trail
- BLM
- Buffalo Bill Center for the West
- Cal-State Fullerton
- Carbon County Visitors Center
- Catskill Center
- Catskill MountainKeeper
- City of Sidney
- Community Library of Ketchum
- Conservation Trust for North Carolina
- Crook County Museum
- Crook County Promotion Board
- D&R Greenway
- Dinosaur Diamond Scenic Byway
- Downtown Sheridan Association
- Flaming Gorge- Unitas National Scenic Byway
- Fort Washakie High School
- Friends of A1A Scenic Byway
- GaperGuide, LLC
- Gillette Main Street
- Goshen County Economic Development Corporation
- Grand Teton National Park Foundation
- Historic Hudson River Towns
- Huerfano County Tourism Board.
- Izi Travel
- Jackson Hole Airport
- Jackson Hole Historical Society & Museum
- Jackson Hole Land Trust
- Kampgrounds of America
- Kiawah Conservancy
- Lady Bird Johnson Wildflower Center
- Land Trust of North Alabama
- Lusk Chamber of Commerce
- Meeteetse Visitor Center
- Montgomery County
- National Museum of Wildlife Art

- New Jersey Natural Lands Trust
- Payson City
- Pikes Peak - America's Mountain
- Powell Economic Development Corp
- Prairie Development
- Rawlins Main Street
- Red Mountain Park
- Rocky Mountain Wild
- Route 66 Alliance
- Sheridan Community Land Trust
- Snow King
- Storm King
- Taste Wine Guides, LLC
- Teton Regional Land Trust
- Teton Science Schools
- The Gov. Mario M. Cuomo Bridge
- The Nature Conservancy - Idaho
- The Nature Conservancy - Michigan
- The Nature Conservancy - Utah
- The Trust for Public Land
- Town of Greybull
- Visit Casper
- WY Humanities Council
- WY State Historic & Preservation Office
- WY State Historic & Preservation Office
- WyoHistory.org

Appendix D. Disclosure of Conflicts of Interest

TravelStorysGPS has no conflicts of interest to disclose in regard to this City of Moberly RFQ. No TravelStorysGPS employee, staff member, or related family member serves as an officer, director, trustee, partner, or employee of the City of Moberly.

There are no known situations that undermine, have the appearance of undermining, or potential to undermine the impartiality of the City of Moberly or TravelStorysGPS because of the possibility of a conflict between an employee's self-interest and professional interest.

Furthermore, TravelStorysGPS is not aware of any other apparent or real conflict that may compromise a City of Moberly employee's, director's or officer's decisions or judgment in carrying out his/her responsibilities with impartiality.

Appendix E. Compensation Method

TravelStorysGPS is compensated on a project basis, rather than an hourly rate, except when the scope of a project exceeds the terms laid out in the contract. Normal and customary expenses incurred in the course of project execution are the responsibility of TravelStorysGPS. Following signing of the Client Agreement, any significant changes to this Statement of Work or associated work plan will be agreed to by both parties in writing and may be subject to additional charges. Before beginning any significant services not outlined in this Statement of Work, TravelStorysGPS will present new documentation to the City of Moberly for review, approval, and payment (if necessary). Unless otherwise agreed to, TravelStorysGPS' hourly rate for additional work outside this Statement of Work is \$200 per hour.

TravelStorysGPS will invoice the City of Moberly based on an invoicing schedule laid out at project start. TravelStorysGPS accepts payment by check and electronic deposit.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.
 Department: Comm. Dev.
 Date: October 7, 2019

Agenda Item: A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Contract With Ruth Keenoy D/B/A Keenoy Preservation To Research The History Of Moberly, Missouri For Use In An App Historical Tour Of Downtown Moberly.

Summary: We have secured funding to develop a historic walking tour app for the City of Moberly. Since that time we have sent out RFP's to hire a certified historian. The historian will be working with the Randolph Co. Historical Society to verify historical accuracy of the stories we wish to feature as part of the tour. We have received one proposal, which has been forwarded to the state historic preservation office.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO CONTRACT WITH RUTH KEENOY D/B/A KEENOY PRESERVATION TO RESEARCH THE HISTORY OF MOBERLY, MISSOURI FOR USE IN AN APP HISTORICAL TOUR OF DOWNTOWN MOBERLY.

WHEREAS, the City of Moberly, Missouri issued a Request for Qualifications on August 8, 2019, seeking a consultant/certified historian to research the history of downtown Moberly for accuracy for use in a historical downtown tour App; and

WHEREAS, bids were opened on August 27, 2019 with only one response from Ruth Keenoy, d/b/a Keenoy Preservation who proposes to provide historical content for an App based historical tour of downtown Moberly for the sum of \$5,530.00; and

WHEREAS, this historical research is required as part of the grant funding for the downtown historical tour and is therefore in the best interest of the City of Moberly.

NOW, THEREFORE, the City of Moberly agrees to the terms of the proposal from Ruth Keenoy to provide historical research for the sum of \$5,530.00 and hereby authorizes the City Manager to contract for such services.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

KEENOY PRESERVATION
5229 Oleatha Avenue
St. Louis, MO 63139
rdkeenoy@gmail.com / 314-637-6441

August 21, 2019

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

RE: Proposal for RFQ: Moberly History App/Historical Content Verification

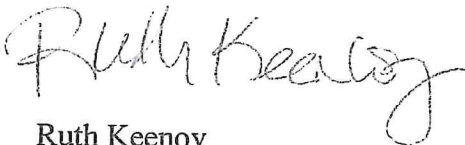
Dear Ms. Galloway,

I wish to submit a proposal to complete the above-referenced project for which the City of Moberly issued a Request for Qualifications (RFQ) on August 8, 2019. The proposal would include a survey team consisting of myself and Terri L. Foley.

The enclosed proposal includes a Scope of Work, Cost Proposal, Professional Qualifications and References.

Terri and I very much appreciate the opportunity to provide this proposal and look forward to hearing of your decision. If you have any questions, please do not hesitate to contact me.

Sincerely,



Ruth Keenoy
<http://keenoypreservation.com>
314-637-6441 / rdkeenoy@gmail.com

Cost Proposal - Historical Research & Narrative, History App

Category	Billing Rate	Hours	Cost	Notes
Meetings				
Two public meetings in Moberly	40	3	\$120.00	
			\$120.00	
Travel, Photography & Research				
Public meeting travel	40	10	\$400.00	
Research	40	24	\$960.00	
Photography	40	8	\$320.00	
			\$1,680.00	
Field Evaluation and Research				
Report Preparation				
Research Design	40	4	\$160.00	
Narratives/historical identification	40	64	\$2,560.00	
Revisions	40	4	\$160.00	
			\$2,880.00	
Expenses				
Mileage		\$400.00	\$400.00	Gasoline, mileage
Office Supplies		\$50.00	\$50.00	Paper, printing supplies, etc.
Lodging and Meals		\$400.00	\$400.00	
			\$850.00	
PROJECT TOTAL			\$5,530.00	

Costs Submitted by Ruth Keenoy, rdkeenoy@gmail.com, 314-637-6441
 Keenoy Preservation, 5229 Oleatha Ave., St. Louis, MO 63139

PROPOSAL

**HISTORICAL NARRATIVE DEVELOPMENT
MOBERLY
RANDOLPH COUNTY, MISSOURI**

Submitted to the City of Moberly

August 21, 2019

Prepared by Ruth Keenoy, Historic Preservation Specialist
5229 Oleatha Avenue
St. Louis, MO 63139
314-637-6441 / rdkeenoy@gmail.com
<http://keenoypreservation.com/>

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Professional References for Terri L. Foley.....6

Resume – Ruth Keenoy7

Resume - Terri L. Foley.....12

Introduction

The following proposal was prepared for the City of Moberly, which seeks to contract with a professional consultant to research and develop historical content for an app based historical tour of downtown Moberly. The project will document 100 properties (or less) with historical significance to the Moberly community. Thirty (30) detailed historical narratives for audio purposes (related to the app) will be developed for properties identified in the Request for Qualifications (RFQ) dated August 8, 2019.

If awarded the project, the scope of work will be completed by Ruth Keenoy and Terri Foley (Keenoy Preservation). Ms. Keenoy will be the primary point of contact and direct the project. Ms. Foley will assist with editing and research. Project team members meet the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (https://www.nps.gov/history/local-law/arch_stnds_9.htm). Ms. Keenoy is a registered Women-Owned Business Enterprise (WBE) in the State of Missouri. Ms. Foley is a registered WBE in the State of North Carolina.

Keenoy Preservation will comply with all applicable City, State and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity, Affirmative Action and the American with Disabilities Act (ADA). All media releases, announcements, published materials, etc. provided as a result of the project will contain the following:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Department of Natural Resources, State Historic Preservation Office. Federal laws prohibit discrimination on the grounds of race, color, sexual orientation, national original disabilities, religion, age or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

Additional information regarding the scope of work, proposed costs, anticipated deliverables and qualifications are provided in this proposal. Questions regarding the proposal should be addressed to Ruth Keenoy who may be reached at 314-637-6441 / rdkeenoy@gmail.com.

Scope of Work

If awarded the contract to complete the proposed project, Keenoy Preservation will complete the activities outlined below. The project – which will produce historical data/information to be used for a history app – is anticipated to begin no later than October 15, 2019 and will be completed no later than June 1, 2020. These dates are based on milestones provided by the RFQ. The City of Moberly and Randolph County Historical Society will provide access to historical data, maps and historic photographs needed to complete the scope of work. The project team will work collaboratively with the Randolph County Historical Society and Moberly Historic Commission to insure historical accuracy of the narratives.

Near the beginning of the project, Ms. Keenoy will develop a research design to be approved by the Missouri State Historic Preservation Office (SHPO). The research design will provide (at minimum) the following information:

- Specific descriptions of the locations to be researched (up to 100 properties).
- Justification for selecting the properties to be researched.
- An outline of the anticipated historical contexts to be included in property narratives.
- Sources for evaluating the properties and developing the historic contexts.
- A description of the research methodology.

A minimum of two public meetings will be conducted by Ruth Keenoy. These meetings will be coordinated with the City of Moberly. One meeting will be held at the beginning of the project to outline the anticipated work and encourage public engagement. A final meeting will summarize the project and answer questions from the public.

The project team will gather information for up to 100 properties selected by the City of Moberly. The properties will be researched to provide the following information:

- Date of construction (if available at City Hall – otherwise construction dates will be estimated using historical maps and city directories).
- Use of the properties since construction (utilizing city directories and newspapers).
- Historical photos (provided through the collections available at Randolph County Historical Society and local citizens).

The project will include photography of all identified properties, to be completed by Ruth Keenoy. Photos will be provided in digital format as jpegs and labeled by address.

In addition to the research/photos for the 100 (or less) properties identified by the City, the project team will develop detailed historical narratives for 30 notable properties identified in the

RFQ. The content will be utilized for audio purposes (related to the app). Narrative text will be reviewed and approved by the City of Moberly, Moberly Historic Commission, Randolph Historical Society and SHPO prior to submission of the content to the app developer.

Following completion and approval of the research portion of the project, a final report will be prepared. The report will describe the scope and scale of the project and provide historic contexts for evaluation of the resources.

Qualifications

Keenoy Preservation meets the Secretary of Interior's Professional Standards of Qualifications for architectural history as published in the Code of Federal Regulations, 36 CFR Part 61 (https://www.nps.gov/history/local-law/arch_stnds_9.htm).

Ms. Keenoy holds a master's degree in history and has worked as an architectural historian for more than 25 years. She has completed a number of historic preservation projects including National Register nominations, architectural/historical surveys, Section 106 mitigation, and Section 4(f) compliance. Ms. Foley holds a bachelor's degree in historic preservation with an emphasis in architectural design. She has worked as a preservation consultant for 17 years. She has completed numerous surveys and National Register nominations, as well as design review guidelines and Section 106 mitigation.

Keenoy Preservation has previously worked with the City of Moberly the following projects:

- Moberly Re-Survey of Commercial Downtown District (completed 2018)
- National Register Nomination – update and expansion (Moberly Commercial Downtown District), pending final approval by National Park Service (2019).

In relation to the scope of services outlined in the City's Request for Proposal (RFP), the consultant team has worked together on projects in the states of Missouri, Kansas, Maine and New York, as outlined specifically in one (or both) of the resumes provided with the proposal. Neither Ms. Foley nor Ms. Keenoy has failed to meet project deadlines in the past. All projects have been completed on time and within the proposed budget.

Additional information about the project team's qualifications and an overview of completed projects are provided in the resumes submitted as part of this proposal.

Professional References for Ruth Keenoy

Russell Halliday
Program Manager, Stantec
St. Louis Development Corporation
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Jefferson G. Mansell
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Professional References for Terri L. Foley

Nevada Young
City Clerk/Treasurer
City of Poplar Bluff
501 Vine Street
Poplar Bluff, MO 63901
573-686-8615
nyoung@pbutilities.com

Erin B. Turner-Forcum
Community Development Coordinator
City of Webb City
112 W Broadway St
Webb City, MO 64870
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Scott Hanson
City Planner
City of Edwardsville
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Resume – Ruth Keenoy

5229 Oleatha Avenue
St. Louis, Missouri 63139
314-637-6441
rdkeenoy@gmail.com

Education

B.B.A., Business Administration, Middle Tennessee State University, 1985
M.A., History, Middle Tennessee State University, 1995

Professional Work History

Historic Preservation Consultant, Self-Employed, St. Louis, 2006-2010; 2016-present
Project Manager, Historical Mitigation, National Geospatial-Intelligence Agency (NGA) Relocation, St. Louis, MO, 2016 - present
Preservation Specialist, Landmarks Association of St. Louis, Inc., 2010 – 2016
Senior Preservation Planner, TRC, Atlanta, GA (Nashville branch office), 2000-2006
Historic Preservation Specialist, Tennessee Dept. of Transportation, 1997 – 2000
Architectural Historian, TRC Mariah Associates, Inc., Austin, TX, 1996-1997
Private Consultant/Architectural Historian, Self-Employed, 1996-1997
Preservation Planner, Thomason & Associates, Nashville, TN, 1994-1996

Technical and Professional Experience

- Cultural Resource Management plans
- Cultural Resource Surveys
- Environmental Impact Assessments and Statements
- HABS/HAER Evaluations
- National Register of Historic Places Nomination Preparation
- Section 106 and Section 4(f) Compliance

Specialized Training & Qualifications

- *National Register Nomination/Criterion Consideration G (Properties That Have Achieved Significance Within the Past Fifty Years) Workshop*. Sponsored by the Missouri State Historic Preservation Office. Conducted by Dan Vivian, National Park Service, Washington, D.C. (Jefferson City, Missouri, 2007).
- *Historic Preservation Tax Credit Workshop*. Sponsored by Missouri Alliance for Historic Preservation (Springfield, Missouri, 2005).
- *Revised Regulations, Section 106 Workshop*. Conducted by the National Park Service, Washington, D.C. (Atlanta, Georgia, 1999).

Experience Overview

Projects completed in Alabama, California, Georgia, Illinois, Kentucky, Maine, Michigan, Mississippi, Missouri, New Mexico, New Jersey, New York, North Carolina, Tennessee, Texas, Virginia and West Virginia. NRHP nominations and survey reports completed in Missouri are available online at <https://dnr.mo.gov/shpo/mnrlist.htm> (National Register) and <https://dnr.mo.gov/shpo/survey-eg.htm> (Survey). Worked with federal, state, county and city governments, as well as private citizens and non-profit organizations.

Sample Projects, 2008 - 2019

Survey & Section 106 Projects

(Link to digitized survey reports in Missouri: <https://dnr.mo.gov/shpo/survey-eg.htm>)

- *Barker Neighborhood Intensive Survey*. Completed for City of Lawrence, Kansas, 2019. In progress.
- *North Central Neighborhood Survey*. Completed for City of Columbia, Missouri, 2019. In progress.
- *Collins Park Intensive Neighborhood Survey*. Completed for the City of Topeka, Kansas, 2017-2018. Survey report available at: https://www.kshs.org/resource/survey/topeka_collinsparksurvey2018.pdf
- *Intensive Resurvey, Moberly Missouri (Downtown Commercial and Industrial Properties)*. Prepared for the City of Moberly, Missouri 2017-2018.
- *Shoe Industry Context, City of St. Louis*. Prepared for Section 106/NGA relocation project. St. Louis City, MO, 2016.
- *Washington, Missouri, Fifth Street Survey*. Survey completed to identify potentially eligible (individual and district-related) properties for the City of Washington, Missouri. Franklin County, MO, 2014.
- *College Hill Neighborhood Survey*. Survey and report completed for the City of St. Louis, Missouri, to identify eligible properties for the NRHP. St. Louis City, MO (2012).
- *Bellefontaine Habilitation Center*. Section 106 compliance for the State of Missouri. Report included history of site and documentation of all properties constructed prior to 1960. St. Louis County, MO (2011).
- *Locust Historic Study Area, Columbia*. Survey of area surrounding University of Missouri campus and downtown immediately north of campus for potential new east/west connector. Boone County, MO, 2009.
- *Troy Downtown Commercial Survey*. Survey completed for the City of Troy in anticipation of historic district nomination. Lincoln County, MO, 2010.
- *Survey, St. Lawrence vicinity, New York*. Two Section 106 survey projects completed for British Petroleum (BP) wind tower projects near Clayton and Cape Vincent. Jefferson County, NY, 2008.
- *Survey, Bucksport, Maine*. Section 106 survey project completed in anticipation of power line project. Hancock County, ME, 2008.

National Register of Historic Places (NRHP) Nominations

(Link to digitized National Register Nominations, Missouri: <https://dnr.mo.gov/shpo/mnrlist.htm>)

- Wepprich Winery, St. Charles, Missouri. Approved by City Council July 2019. Approved by Missouri Advisory Council August 2019.
- Alton Gas & Electric Power House, Alton, Missouri. Approved by City of Alton and Illinois Historic Sites Advisory Council, June-July 2019. Pending formal listing to the National Register of Historic Places.
- Appleton City, Missouri, Downtown Historic Commercial District. Listed to the National Register of Historic Places 2019.
- National Register nominations (3) prepared for National Geospatial Agency historical mitigation project, St. Louis, MO. Crunden Branch Library (2000 Cass Avenue), Pruitt School (1212 N. 22nd Street) and Jefferson-Cass Health Clinic (1421 N. Jefferson Avenue). Nominations formally listed to the NRHP in 2017-2018.
- Devil's Elbow Historic District (Route 66), Pulaski County, MO. Property nominated under Route 66 in Missouri Multiple Property Documentation Form [MPDF]. Listed to the NRHP in 2017.

- Piney Beach (Route 66), Pulaski County, MO. Property nominated under Route 66 in Missouri Multiple Property Documentation Form [MPDF]. Listed to the NRHP in 2017.
- *Brahm-Mitchellette Motor Car Company*, 3537 S. Kingshighway, St. Louis City, Missouri. Property nominated under the associated MPDF for Auto-Related Sales/Service, St. Louis City, Criteria A and C. Listed to the NRHP in 2015.
- *Claverach-Park Historic District*, St. Louis County, Missouri (Section 8, only, Criterion C), Listed to the NRHP in 2015.
- *Bellefontaine Cemetery*, St. Louis City, Missouri (National Significance), Criterion C. Listed to the NRHP in 2014.
- *Salem Baptist Church*, Alton (Madison County), Illinois. Criterion A (Ethnic Heritage). Listed to the NRHP in 2013.
- *Downtown Troy Historic District*, Troy (Lincoln County), Missouri. Criteria A and C. Listed to the NRHP in 2013.
- *Hyde Park Boundary Extension*, Certified Local District, St. Louis City, Missouri. Listed to the NRHP in 2013.
- *Lindell Park Historic District*, St. Louis City, Missouri. Listed to the NRHP in 2012.
- *Route 66 Steak & Shake*, Springfield (Green County), Missouri. Criteria A and C. Property listed under the associated MPDF for Route 66) in 2012.
- *William D. Lange Subdivision* (Historic District), St. Louis City, Missouri. Criterion C. Listed to the NRHP in 2011.
- *Berry Motor Car Service Building*, 2220 Washington Avenue, St. Louis City, Missouri, Property listed under the associated MPDF for Auto-Related Sales/Service, St. Louis City, Criterion A. Listed to the NRHP in 2010.
- *Route 66 in Missouri*, MPDF, 2009. Project included individual listing of the *Meramec River Route 66 Bridge*, St. Louis County. Listed to the NRHP in 2009.
- *Fredericktown Courthouse Square District* (Madison County), Missouri. Criteria A and C. Listed to the NRHP in 2009.
- *Bennett Avenue Historic District*, Richmond Heights (St. Louis County), Missouri. Criterion A (Ethnic History). Listed to the NRHP in 2008.

Oral History Projects

- Project Manager, National Geospatial Intelligence-Agency (NGA) Relocation / Historical Mitigation, St. Louis, MO (2016). Twelve interviews include residents (current and former) of the St. Louis Place and Jeff-Vander-Lou neighborhoods in St. Louis, Missouri. Some of the individuals interviewed were forced to move from their homes when the City secured 107 residential acres for the new NGA headquarters. One interview features three family members associated with the project's sole property relocation – a nineteenth-century brick dwelling owned by the family since the 1940s. Videos (and one audio interview) available at: <https://www.stlouis-mo.gov/government/departments/slde/project-connect/nga/history/>
- History of Gateway National Bank, 3412 N. Union Boulevard, St. Louis, MO (2015). Project completed as Section 106 compliance for demolition of Missouri's first African-American owned commercial bank. Interviews (video and audio) include (but are not limited to) one of the bank's founders, former board members, the bank's architect and former employees. Project included content for a permanent exhibit at the St. Louis Community Credit Union, Gateway Branch (3412 N. Union Boulevard). The building's history and project interviews are available at: <http://gatewavslccu.com/>

Public Presentations (2015-2019)

- “Missouri Courthouses and the Architects Who Designed Them.” Kellerman Foundation for Historic Preservation (Cape Girardeau, MO), January 18, 2019.
- “Salem School and Architect Henry H. Hohenschild” (with Ryan J. Reed), Missouri Preservation Conference (Sedalia, MO), 2018.
- Public History Presentations on Gateway National Bank and Neighborhood Committee project, St. Louis. Presented to M.A. students at Goucher College, Summer Residency, July 22-26, 2017.
- “History of Gateway National Bank, St. Louis, MO.” Missouri Preservation Conference (Hannibal, MO), 2017.
- Women of the Grapevine (St. Louis Professional Women’s Group), 2017. Topic: Historic St. Louis Architecture.
- “The Gateway City Function Continues: Industry, Commerce and Transportation, an Untold Story of the Post WWII Era,” (with Betsy Bradley). Missouri Preservation Conference (Cape Girardeau, MO), 2016.
- “Show Me 66: Main Street Through Missouri,” Interview for documentary about Route 66 in Missouri (Missouri History Museum, 2016). Trailer available at: <https://www.youtube.com/watch?v=vstYlwQT2M0>
- “History of Gateway National Bank,” Interview about the history of Missouri’s first African-American owned commercial bank (“Living St. Louis,” KETC, 2016). Episode available at: <https://www.youtube.com/watch?v=97Hq2HKCS3Y>
- Missouri Conference on History, 2015. Parks, Cemeteries and Landscapes: *Bellefontaine Cemetery* (with Nancy Ylvisaker).
- Missouri Alliance for Historic Preservation, Bismarck Depot Day, 2014. *The History of Bismarck Depot and Why it is Important to YOU!* (Presented to Bismarck R-V Elementary School Students).
- Richmond Heights Historical Society, Centennial Celebration Lecture Series, 2013. *History of the Bennett Avenue Neighborhood*.
- Introduction to Architecture and Historic Preservation (*Architecture / Preservation; Past / Future*). Rockwood School District / Center for Creative Learning (Presented to 5th Grade Gifted Students), 2013.

Professional Affiliations

Campbell House (St. Louis, Missouri)
 Missouri Alliance for Historic Preservation (Board Member)
 Route 66 Association of Missouri (Board Member/Treasurer)
 Road Ahead Partnership, Route 66 (Neon Preservation/Historic Preservation Task Member)
 Shawnee County Historical Society (Kansas)
 Society of Architectural Historians
 Society for the History of Technology

Publications

- “Mount Moriah Temple in Lindell Park,” *Society of Architectural Historians (St. Louis) Newsletter* (Spring 2018). Available at: <http://www.stlouisarchitecture.org/pdf/2018%20Spring%20B.pdf>
- Co-author (Ruth Nichols Keenoy with Joellen Gamp McDonald). *Richmond Heights: 1868 – 1940*. Charleston, SC: Arcadia Publishing Company, 2006.
- Co-author (Ruth Nichols with Robbie D. Jones). “Caving and Clogging: Keepin’ Cool in Tennessee Caves, 1920-1950,” *Looking Beyond the Dixie Highway*. Knoxville, TN: University of Tennessee Press, 2006.
- Two entries (Ruth Nichols) entitled, “Arthurdale” and “Cumberland Homesteads,” *The Encyclopedia of Appalachia*. Knoxville, TN: University of Tennessee Press, 2006.
- Seven entries (Ruth Nichols) entitled, “The Civilian Conservation Corps,” “Booker T. Washington State Park,” “Chickasaw State Park,” “Natchez Trace State Park,” “Fall Creek Falls State Park,” “Montgomery Bell State Park,” and “T.O. Fuller State Park,” *The Tennessee Encyclopedia of History & Culture*. Nashville, TN: Rutledge Hill Press, 1998. Articles available at: <https://tennesseeencyclopedia.net/staff/ruth-d-nichols/>

Terri L. Foley

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historicpreservationconsult.com | housebuildinghistories.com

Education

B. S. | 2002 | Southeast Missouri State University

Major: Historic Preservation

Minor: Architectural Design

Related coursework: Photography

Specialized Training: National Main Street

Professional Overview

Terri L. Foley has over 15 years' historic preservation experience related to downtown development and economic revitalization. As a historic preservation specialist, she is committed to assisting communities with the economic vitality and revitalization of their historic downtown cores, commercial districts, urban commercial corridors, business improvement districts and residential areas. Working relationships include local and state governments, Main Street programs, redevelopment agencies, business associations, chambers of commerce, business improvement districts, community development organizations, downtown organizations, developers, non-profit groups, architectural firms, archaeologists and historic preservation specialists.

Technical and Professional Experience

Revitalization and Economic Development/Vitality
 Design Review Guidelines
 Building Code Compliance
 Building Commendation Procedures
 Cultural Resource Management
 Land-Use/Building Condition Assessments and Reports
 Environmental Impact Assessments and Statements
 Community Development Block Grants
 HABS/HAER Evaluations
 National Register of Historic Places Nomination Preparation
 Section 106 and Section 4(1) Compliance
 Area of Potential Effect

Specialized Training and Qualifications

National Main Street – 4-Points Approach. Old Town Cape, Inc. Cape Girardeau, Missouri. (2001 – 2009).

Revitalization of Historic Commercial Districts. Training workshop held for Certified Local Government communities, emphasis on the revitalization of commercial districts with an overview of the Main Street Approach and Principals. Sponsored by City of Poplar Bluff and Missouri State Historic Preservation Office, Poplar Bluff, Missouri. (April 2014).

Design Guidelines Workshop. Sponsored by Old Town Cape, Inc., City of Cape Girardeau, Missouri, Cape Girardeau Chamber of Commerce, and DREAM Initiative. Workshop conducted by Peckham Guyton Albers & Viets, Inc. (Cape Girardeau, Missouri, 2007).

Upstairs Downtown Workshop. Sponsored by Illinois Historic Preservation Agency and Illinois Main Street. Workshop training on Accessibility Code, Introduction and Building Assessment, Building Codes & Life Safety, Energy Conservation, Feasibility Studies & Pro-Formas, Insurance, Community Incentives, and Tax Incentives. (Alton, Illinois, 2007).

Land Use, Building, and Infrastructure Survey Workshop. Sponsored by Old Town Cape, Inc., City of Cape Girardeau, Missouri, Cape Girardeau Chamber of Commerce, and DREAM Initiative. Workshop conducted by Peckham Guyton Albers & Viets, Inc. (Cape Girardeau, Missouri, 2007).

National Register Nomination/Criterion Consideration G (Properties That Have Achieved Significance Within the Past Fifty Years) Workshop. Sponsored by Missouri State Historic Preservation Office. Conducted by Dan Vivian, National Park Service, Washington, D.C. (Jefferson City, Missouri, 2007)

National Register Nomination Workshop. Sponsored by the Missouri State Historic Preservation Office. Conducted by Tiffany Patterson, National Register Coordinator. (Jefferson City, Missouri, 2006).

Experience

Historic Preservation Specialist | freelance | 2002 - Present

National Register of Historic Places Experience

Garfield Historic District (Listed for ethnic/African American significance) (Poplar Bluff, Missouri), 914-921 Garfield Street, Poplar Bluff, MO. (NR listed 10/02/2017) (<https://dnr.mo.gov/shpo/butler.htm>).

Christian Weinrich House (Chester, Illinois) 217 Opdyke, Chester, IL. (NR listed 06/20/2018).

Frederick Weister House (Chester, Illinois), Chestnut and Taylor Streets, Chester, IL. (NR listed 06/15/2018).

Old Fire Station (Chester, Illinois), 822 Swanwick, Chester, IL. (NR listed 06/15/2018).

Cynthia-Kinzer Historic District (Poplar Bluff, Missouri), Cynthia and Kinzer and adjacent side streets, Poplar Bluff, MO., (NR Listed 07/21/2015) (<http://dnr.mo.gov/shpo/nps-nr/15000441.pdf>).

Downtown Webb City Historic District (Webb City, Missouri), North and South Main and adjacent side streets, Webb City, MO., (NR Listed 07/18/2014) (<http://www.dnr.mo.gov/shpo/Jasper.htm>).

Broadway-Middle Commercial Historic District (Boundary Increase) (Cape Girardeau, Missouri), 400 block of Broadway Street, Cape Girardeau, MO.; Partnered with Dr. Steven J. Hoffman and students from the Southeast Missouri State University Historic Preservation Program and Karen Bode Baxter, (NR Listed 09/14/2013) (<http://dnr.mo.gov/shpo/nps-nr/13000672.pdf>).

North Main Street Historic District (Poplar Bluff, Missouri), 400 block of North Main Street, Poplar Bluff, MO., (NR listed 07/14/11) (<http://www.dnr.mo.gov/shpo/nps-nr/11000440.pdf>).

Multiple Property Documentation Form – Route 66 in Missouri & Multiple Property Listing, and Meramec River U.S. Bridge – J421 (Preferred), St. Louis County, Missouri, Project completed for the Missouri State Historic Preservation Office, Department of Natural Resources. Grant funded by the National Park Service. The Multiple Property Form addresses the context of commercial roadside architecture in Missouri along Route 66. (<http://www.nps.gov/history/rt66/HistSig/MissouriMPDF.pdf>) The individual bridge nomination is a resource on an extant section of the road located in Route 66 Park, St. Louis County (near Eureka), Missouri. (<http://www.dnr.mo.gov/shpo/nps-nr/09000888.pdf>) MPDF and nomination were co-written with Ruth Keenoy, (NR listed 09/16/ 2009).

Johnson County Courthouse, Vienna, Johnson County, Illinois (NR listed 09/09/2010).

Erlbacher Buildings, (Cape Girardeau, Missouri, MPS) 1105 and 1107 Broadway, Cape Girardeau, Missouri, (NR listed 07/08/2009) (<http://www.dnr.mo.gov/shpo/nps-nr/09000502.pdf>).

Main-Spanish Commercial Historic District, (Cape Girardeau, Missouri, MPS), 100 block of Main and Spanish Streets and adjacent portions of Themis and Independence Streets, Cape Girardeau, Missouri; Partnered with Dr. Steven J. Hoffman and Morgan Lake, (NR listed 12/30/2008) (<http://www.dnr.mo.gov/shpo/nps-nr/08001259.pdf>).

Cape Girardeau Commercial Historic District (Boundary Increase II), (Cape Girardeau, Missouri, MPS) 127 North Water Street, Cape Girardeau, Missouri; Partnered with Dr. Steven J. Hoffman, (NR listed 08/29/2008) (<http://www.dnr.mo.gov/shpo/nps-nr/08000808.pdf>).

Central High School (Preferred), Louis J. Schultz School, 101 South Pacific Street, Cape Girardeau, Missouri; Partnered with Ruth Keenoy and Karen Bode Baxter, (NR listed 07/18/2008) (<http://www.dnr.mo.gov/shpo/nps-nr/08000663.pdf>).

Lilly, Edward S. and Mary Annatolie Albert, House, 129 South Lorimier, Cape Girardeau, Missouri, (NR listed 06/20/2008) (<http://www.dnr.mo.gov/shpo/nps-nr/08000535.pdf>).

Cape Girardeau Commercial Historic District (Boundary Increase), (Cape Girardeau, Missouri, MPS) 101 North Main Street, Cape Girardeau, Missouri, (listed 07/11/2007) (<http://www.dnr.mo.gov/shpo/nps-nr/07000683.pdf>).

Broadway-Middle Commercial Historic District, 500 block of Broadway and 100 block of North Middle, Cape Girardeau, Missouri (Cape Girardeau, Missouri MPS); Partnered with Dr. Steven J. Hoffman and students from the Southeast Missouri State University Historic Preservation Program, (NR listed 07/24/2007) (<http://www.dnr.mo.gov/shpo/nps-nr/07000753.pdf>).

Byrd, Abraham, House, 2832 Ct. Rd 442 Jackson, Missouri (NR listed 06/21/2007) (<http://www.dnr.mo.gov/shpo/nps-nr/07000572.pdf>).

Egger and Company General Store, 19 PCR 328, Farrar, Missouri (NR listed 06/21/2007) (<http://www.dnr.mo.gov/shpo/nps-nr/07000570.pdf>).

Harrison, William Henry & Lilla Luce, House, 313 Themis, Cape Girardeau, Missouri; Partnered with Dr. Steven J. Hoffman and students from the Southeast Missouri State University Historic Preservation Program, (NR listed 12/06/2005) (<http://www.dnr.mo.gov/shpo/nps-nr/05001375.pdf>).

Kage School, 3110 Kage Road, Cape Girardeau, Missouri; Partnered with Heather Carey, archeologist, (NR listed 09/25/2005) (<http://www.dnr.mo.gov/shpo/nps-nr/05001090.pdf>).

Old Lorimier Cemetery, 500 N. Fountain, Cape Girardeau, Missouri; Partnered with Brenda Schloss, Planning Services, City of Cape Girardeau, (NR listed 09/28/2005) (<http://www.dnr.mo.gov/shpo/nps-nr/05001091.pdf>).

Esquire Theater, (Cape Girardeau, Missouri MPS) 824 Broadway, Cape Girardeau, Missouri, (NR listed 09/15/2005) (<http://www.dnr.mo.gov/shpo/nps-nr/05001025.pdf>).

Southeast Missourian Building, (Cape Girardeau, Missouri MPS), 301 Broadway, Cape Girardeau, Missouri; Partnered with Dr. Steven J. Hoffman and students from the Southeast Missouri State University Historic Preservation Program, (NR listed 06/01/2005) (<http://www.dnr.mo.gov/shpo/nps-nr/05000509.pdf>).

Fairview Cemetery, Van Buren, Arkansas, partnered with Randy Smith, (NR listed 06/01/2005).

Warehouse Row Historic District, (Cape Girardeau, Missouri, MPS) 19 North Water, Cape Girardeau, Missouri, (NR listed 12/04/2004) (<http://www.dnr.mo.gov/shpo/nps-nr/04001285.pdf>).

Architectural Survey Section 106 Experience

North Central Neighborhood Survey Missouri – An architectural inventory of cultural resources in Columbia, Missouri. Completed for City of Columbia, Missouri 2019. In progress.

Barker Neighborhood Intensive Survey– An architectural inventory of cultural resources in Lawrence, Kansas. Completed for City of Lawrence, Kansas, 2019. In progress.

Moberly Intensive Architectural Survey, Moberly, Missouri – An architectural inventory of cultural resources in the downtown district of Moberly, Missouri. Project for the City of Moberly and funded in by the Missouri State Historic Preservation Office. Survey to include evaluation of approximately 200 buildings and NRHP eligibility. (November 2017 – May 2018).

Collins Park Neighborhood Historical Survey, Topeka, Kansas - An architectural inventory of cultural resources in Topeka, Kansas. Project for the City of Topeka and funded in by the Kansas State Historic Preservation Office. Survey to include evaluation of approximately 184 buildings and NRHP eligibility. (November 2017 – May 2018).

Grandview Place, Edwardsville, Illinois – Conducted a survey mid-century modern residential subdivision developed on historic mine land. Project completed for the City of Edwardsville and funded in part by a Certified Local Government grant. The survey included 186 residential buildings, three secondary buildings and approximately 69 objects. (November 2015 – April 2016).

HABS/HAER Documentation of LORAN-C Towers, Wilmington, North Carolina – Conducted HABS/HAER survey that entailed the documentation of the United States Coast Guard Carolina Beach LORAN-C Station including all buildings and four LORAN-C Towers. Prepared a detailed report on the history of the evolution of the LORAN system, history of the site, photographic documentation, LORAN patent information, site maps and engineer plans of towers, and Global Positioning System. (September 2013 to June 2014).

St. Claire Cell Tower, St. Claire, Missouri – Determined the potential viewshed impact with the construction of a cell tower. Completed architectural report. Project was sub-contracted with Algonquin Consultants, Inc. (March 2014).

Parkview Cell Tower, Parkview, Missouri – Determined the potential viewshed impact with the construction of a cell tower. Completed architectural report. Project was sub-contracted with Algonquin Consultants, Inc. (February 2014).

Land Use, Building, and Infrastructure Survey, Poplar Bluff, Missouri – Conducted a survey project that entailed surveying the conditions of buildings, land-use and infrastructure in the historic district of Poplar Bluff, Missouri. The survey area included approximately 68 buildings in a 27-block area, including

NRHP-listed resources. Project completed for the City of Poplar Bluff and funded in part by the Missouri State Historic Preservation Office. (June 2012 –April 2013).

Architectural Inventory, Sikeston, Missouri – Conducted an architectural inventory of cultural resources in Sikeston, Missouri. Project completed for the City of Sikeston and Historic Midtown Development Group (Missouri Main Street organization) and funded in part by the Missouri Department of Economic Development. Survey included evaluation of 75 buildings including one NRHP- listed resource and two districts recommended as NRHP-eligible. (July-September 2011).

Architectural Inventory, Columbia, Missouri – Conducted an architectural inventory of cultural resources in Columbia, Missouri. Project completed for the City of Columbia and funded in part by the Missouri State Historic Preservation Office. Survey included evaluation of 57 buildings, including one NRHP-listed resource and five properties recommended as NRHP-eligible. (June – September 2008)

Architectural Inventory and Section 106, Bucksport (Hancock County), Maine – Conducted an architectural inventory of cultural resources in Bucksport, Maine. Project completed for Maine Central Power. Survey included evaluation of 120 buildings, including four NRHP-listed resources and eight properties recommended as NRHP-eligible (Summer 2008).

Architectural Inventory and Section 106, Jefferson County, New York – Conducted an architectural inventory for a wind power project, St. Lawrence Wind Farm, proposed for Jefferson County, New York near Cape Vincent. Survey project included evaluation of National Register listed and eligible properties surrounding the proposed project zone, within a five-mile radius. The project necessitated coordination with the New York State Historic Preservation Office. Approximately 100 individual properties were recorded; approximately 30% of which were identified as listed in, or potentially eligible for, the National Register of Historic Places. One historic district was identified, Chaumont, New York, and an increased National Register boundary was recommended. (Fall 2007).

Land Use, Building, and Infrastructure Survey – DREAM Initiative Project - Worked as part of a team on a grant-funded project that entailed surveying the conditions of buildings and infrastructure in the historic district of Cape Girardeau, Missouri. The survey area included approximately 650 buildings and 590 parcels of land. Partnership with the City of Cape Girardeau, Old Town Cape, Inc., and Peckham Guyton Albers & Viets, Inc. (Summer 2007).

Architectural Inventory, Cape Girardeau, Missouri – Conducted an architectural inventory of residential and commercial buildings in the blocks of Pacific and William Streets. Survey project included documentation of buildings, development of an historical overview and individual architectural descriptions. Project required coordination with the City of Cape Girardeau and Historic Preservation Program of Southeast Missouri State University. (Spring 2000)

Design Review Guideline Projects

Architectural Design Guidelines City of Ponca City, Oklahoma –Prepared design guidelines for the community’s residential historic districts, Ponca City, Oklahoma (June – September 2014) (www.poncacityok.gov/DocumentCenter/View/4131).

Architectural Design Guidelines City of Poplar Bluff, Missouri –Prepared design guidelines for commercial and residential historic districts, Poplar Bluff, Missouri (September 2013 – June 2014) (<http://www.poplarbluff-mo.gov/DocumentCenter/View/104>).

Architectural Design Guidelines Muscle Shoals Reservation – Prepared design guidelines for Muscle Shoals Reservation (industrial sites) for conversion of area as public business district, Muscle Shoals, Alabama (September 2013)(http://www.tva.gov/environment/reports/muscle_shoals_comprehensive_master_plan/Appendix%20G_MSR%20DRG%20rev%20t1f1.pdf).

Architectural Design Guidelines City of Cape Girardeau, Missouri (Old Town Cape District) - As a board member and design committee representative of Old Town Cape (Missouri Main Street organization) and as a historic preservation consultant, participated in preparing and editing “Building and Streetscape Design Guidelines for Cape Girardeau, Missouri,” (2008-2009, with PVG Urban Consulting); project was part of the DREAM Initiative (Downtown Revitalization and Economic Assistance for Missouri) program and sponsored by Old Town Cape, City of Cape Girardeau, Missouri Department of Economic Development, Missouri Development Finance Board, and Missouri Housing Development Commission. Prepared original “Old Town Cape Architectural Design Guidelines,” (with Robert Bettis, et al), May 2002; [guidelines updated 2009]).

Professional Affiliations

Past President, Old Town Cape, Inc. – 2008-2009; President – 2007-2008; Board Member 2005-2009, Design Committee – 2001-2009. National Main Street program, which currently comprises 130 blocks in downtown Cape Girardeau, Missouri.

Vice-President, Cape River Heritage Museum – 2004-2005; Board Member 2003-2005

Vice-President, Zonta Club of Cape Girardeau, Missouri – 2004-2005; Board Member 2004- 2006; Advisor to Board 2006-2009.

Publications

“Lost and Saved,” *Southeast Missourian*, Weekly Sunday Column, January 2006 through July 2007, Cape Girardeau, Missouri. Column paired photographs of examples of existing buildings with related demolished buildings and included short history of each.

(<http://www.semissourian.com/databases/landmarks>).

Empty Lot Was One Home To Piece of Cape Girardeau's History, *Southeast Missourian*, Cape Girardeau, Missouri, 2008.(<http://www.semissourian.com/story/1486009.html>).

Hartle Has Great Plans For Old Schultz School, *Southeast Missourian*, Cape Girardeau, Missouri, 2009. (<http://www.semissourian.com/story/1504170.html>).

Co-Editor, Cape Girardeau Faces and Places, Vol. II, Rust Communications; Concord Publishing House, 2006.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #9.
 Department: Finance
 Date: October 7, 2019

Agenda Item: A resolution accepting the proposal of Signature Public Financing or First State Community Bank to serve as lessor to the City of Moberly’s energy performance contract with Energy Solutions Professionals, LLC approved by Resolution # R-841.

Summary: Lease purchase financing proposals were solicited from 7 entities for approximately \$4.6 million in projects for the Public Utilities Department. Proposals have been received from First State Community Bank and Signature Public Funding Corp., which were presented to you in a receipt of bids item earlier in this meeting. Signature Public Funding is a firm with national offices that the energy performance consultant, Energy Solutions Professionals, has used for multiple projects with other clients with excellent results. Terms in their proposal require acceptance of their bid by October 8, 2019. First State Community Bank has two local offices and is a Missouri-based banking institution. Resolutions have been prepared for both firms so that once a decision is reached the resolution for the selected firm can be adopted.

Recommended Action: Decide upon which firm to enter into a financing agreement with and adopt the appropriate resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE PRICING PROPOSAL OF SIGNATURE PUBLIC FUNDING TO SERVE AS LESSOR TO THE CITY OF MOBERLY’S ENERGY PERFORMANCE CONTRACT WITH ENERGY SOLUTIONS PROFESSIONALS, LLC APPROVED BY RESOLUTION NO. R-841.

WHEREAS, on September 3, 2019, by Resolution No. R-841 the city accepted and authorized contracting with Energy Solutions Professionals, LLC for an Energy Performance Contract subject to securing lease financing for said Contract; and

WHEREAS, a request for bid proposals for lease financing of the Energy Performance Contract was issued with two responses being received; and

WHEREAS, the bid of Signature Public Funding was determined to be the best bid based upon numerous factors including pricing; and

WHEREAS, the pricing proposal of Signature Public Funding is attached hereto and incorporated herein which includes an interest rate of 2.945% payable over a ten-year payment schedule subject to council approval of the lease financing as part of closing the lease transaction; and

WHEREAS, city staff recommends retaining the firm of Gilmore & Bell to serve as Special Tax Counsel to the city for review of the Equipment Lease Purchase Agreement and related documents and for any legal opinions concerning tax-exempt financing.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid proposal of Signature Public Funding and authorizes preparation of lease financing documents based upon the bid proposal and further authorizes city staff to retain Gilmore & Bell to serve as Special Legal Counsel to the city.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE PRICING PROPOSAL OF FIRST STATE COMMUNITY BANK TO SERVE AS LESSOR TO THE CITY OF MOBERLY’S ENERGY PERFORMANCE CONTRACT WITH ENERGY SOLUTIONS PROFESSIONALS, LLC APPROVED BY RESOLUTION NO. R-841.

WHEREAS, on September 3, 2019, by Resolution No. R-841 the city accepted and authorized contracting with Energy Solutions Professionals, LLC for an Energy Performance Contract subject to securing lease financing for said Contract; and

WHEREAS, a request for bid proposals for lease financing of the Energy Performance Contract was issued with two responses being received; and

WHEREAS, the bid of First State Community Bank was determined to be the best bid based upon numerous factors including its locale and pricing; and

WHEREAS, the pricing proposal of First State Community Bank is attached hereto and incorporated herein which includes an interest rate of 2.945% payable over a ten-year payment schedule subject to council approval of the lease financing as part of closing the lease transaction; and

WHEREAS, city staff recommends retaining the firm of Gilmore & Bell to serve as Special Tax Counsel to the city for preparation of the Equipment Lease Purchase Agreement and related documents for tax-exempt financing.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid proposal of First State Community Bank and authorizes preparation of lease financing documents based upon the bid proposal and further authorizes city staff to retain Gilmore & Bell to serve as Special Legal Counsel to the city to review and prepare all lease documents.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly
Energy Conservation Financing Lease Purchase Bids

#9.

Bidder	Amount	APR	Comments
First State Community Bank	\$4,642,447.00	2.945%	\$15,000 document preparation fees by Gilmore & Bell; FSCB will reimburse the City up to \$7,500 of these fees
Signature Public Funding	\$4,642,450.00	2.945%	\$8,000 contract review fee by Gilmore & Bell; Rate lock clause requires acceptance of bid by 10/8/2019 unless mutually extended by both parties

City of Moberly City Council Agenda Summary

Agenda Number: _____ #10.
 Department: Comm. Dev.
 Date: October 7, 2019

Agenda Item: A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 220 W. Reed Street And Authorizing The City Manager To Execute The Lease.

Summary: Toys for Tots has requested the use of 220 W. Reed for their 2019 collection, and distribution, campaign. They have agreed to enter into a lease with the city beginning October 8, 2019 through December 31, 2019. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 220 W. REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Marine Toys for Tots Foundation is desirous of renting retail office space from the city at 220 W Reed Street for a charitable holiday fund raising venture; and

WHEREAS, it is desirable to the city to have tenants using retail business space in the downtown Moberly and to assist charitable fundraising; and

WHEREAS, the lease agreement attached hereto provides for a lease term beginning October 8, 2019 and ending December 31, 2019 and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Marine Toys for Tots Foundation is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 7th day of October, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
122 NORTH WILLIAMS STREET

THIS LEASE is made this ____ day of _____, 2019, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Marine Toys for Tots Foundation (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 220 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

AGREEMENT

SECTION 1. RECITALS

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 220 W. Reed Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

SECTION 3. TERM

- 3.1 The term of the lease shall be from October 8, 2019 to December 31, 2019.

3.2 Renewal. This lease shall not be automatically renewed.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.

5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY'S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. Lessee shall be responsible for set up and payment of trash service.

6.4 Utilities. Lessee shall be responsible for set up and payment of all utilities used at the premises including internet or phone service.

SECTION 7. ASSIGNMENT

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City's express written approval of such transfer.

SECTION 8. LIABILITY

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of

its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

#10.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee's use of the property or injury or damage to any third party.

SECTION 9. INSURANCE

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance or business interruption coverage, if desired.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time as amended, or otherwise available to City, or its elected officials or employees.

SECTION 10. DAMAGE OR DESTRUCTION

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee's rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee's rental obligation shall terminate.

SECTION 11. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

SECTION 13. TERMINATION

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent , obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

Brian Crane
 City Manager
 101 West Reed Street
 Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

SECTION 15. MUNICIPAL AUTHORITY

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

SECTION 16. GOVERNING LAW

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

SECTION 18. PUBLIC RECORDS ACT

#10.

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

SECTION 19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

SECTION 15. COUNTERPARTS

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

SECTION 16. NO PROMISE OF FUNDING

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By: _____
Brian Crane
City Administrator

ATTEST:

City Clerk

LESSEE

Marine Toys for Tots Foundation

City of Moberly City Council Agenda Summary

Agenda Number: _____ #11.
 Department: City Clerk
 Date: October 7, 2019

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$505,603.16.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$70,356.35.**
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$7,500.00.**
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$5,847.30.**
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$61,736.98.**
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$940.49.**
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$33,471.52.**
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$37,966.91.**
- SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$3,570.79.**
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$67,148.24.**
- SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$31,388.80.**
- SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$16,874.00.**
- SECTION 12: There is hereby appropriated out of the **2004B SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$37,898.57.**
- SECTION 13: There is hereby appropriated out of the **2006A SRF Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$25,756.20.**
- SECTION 14: There is hereby appropriated out of the **2004C Bonds Debt. Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$26,842.53.**
- SECTION 15: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$5,421.70.**
- SECTION 16: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$29,700.31.**
- SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$34,135.47.**
- SECTION 18: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 7, 2019 in the amount of **\$9,047.00.**

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

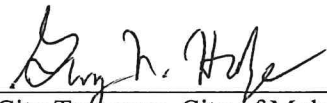
RESOLVED this 7th day of October 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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



City Treasurer, City of Moberly, Missouri

EXPENSES PAID SEPTEMBER 13, 2019 - OCTOBER 4, 2019 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE OCTOBER 7, 2019 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	70,356.35
Non-Resident Lodging Tax	\$	7,500.00
Payroll Fund	\$	5,847.30
Solid Waste Fund	\$	61,736.98
Heritage Hills Golf Course Fund	\$	940.49
Parks and Recreation Fund	\$	33,471.52
Airport Fund	\$	37,966.91
Utilities Collection Fund	\$	3,570.79
Utilities OP & Maintenance Fund	\$	67,148.24
Utilities OP Reserve Fund	\$	31,388.80
Capital Improvement Trust Fund	\$	16,874.00
2004B SRF Bonds Debt. Service Fund	\$	37,898.57
2006A SRF Bonds Debt. Service Fund	\$	25,756.20
2004C Bonds Debt. Service Fund	\$	26,842.53
Emergency Telephone Fund	\$	5,421.70
Transportation Trust Fund	\$	29,700.31
Street Improvement Fund	\$	34,135.47
Downtown CID Sales Tax Fund	\$	9,047.00
Total	\$	505,603.16

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



City Treasurer, City of Moberly, Missouri

10/4/2019
Date

ACCOUNTS PAYABLE CHECK REGISTER

#11.

**BANK# BANK NAME
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID**

24 DISBURSEMENTS

81457	9/17/2019	2643	UNITED WAY	1,234.28				
81458	9/17/2019	2646	VALIC	892.00				
81459	9/20/2019	4729	BARTLETT & WEST	8,604.51				
81460	9/20/2019	2885	BOTKINS TRUCKING LLC	1,589.70				
81461	9/20/2019	887	BOTKINS TRUCKING LLC KEITH	1,900.00				
81462	9/20/2019	2975	BRENNTAG MID SOUTH INC	923.00				
81463	9/20/2019	5682	STEPHEN L POWELL	9,047.00				
81464	9/20/2019	2907	MOBERLY READY MIX	8,640.32				
81465	9/20/2019	1849	SPRINT	.00				VOID:
81466	9/20/2019	1849	SPRINT	2,547.10				
* 81467	Thru 81476							
81477	10/04/2019	2903	ABAN PEST CONTROL INC	300.00				
81478	10/04/2019	5186	ABRAXIS INC	1,020.00				
81479	10/04/2019	3055	ADVANCED DISPOSAL - MACON	65,763.91				
81480	10/04/2019	5899	AGRI SOLUTIONS	1,027.70				
81481	10/04/2019	6	AMEREN MISSOURI	240.85				
81482	10/04/2019	3	AFLAC GROUP INSURANCE	2,353.02				
81483	10/04/2019	3004	AMERICAN PUBLIC WORKS ASSOC	680.00				
81484	10/04/2019	790	ARISTA INFORMATION SYSTEMS INC	2,843.66				
81485	10/04/2019	13	ARROW ENERGY INC	30,665.52				
81486	10/04/2019	30	ARTDEP+BENTON	611.99				
81487	10/04/2019	4983	ARTS MOBERLY MARINE INC	143.00				
81488	10/04/2019	17	AT&T 5001	4,789.94				
81489	10/04/2019	4504	AT&T 5011	631.76				
81490	10/04/2019	5909	AT&T 5070	4,135.38				
81491	10/04/2019	15	AUSTIN COFFEE SERVICE	515.63				
81492	10/04/2019	26	B & D LOCK & KEY	613.35				
81493	10/04/2019	3143	BLUE VALLEY PUBLIC SAFETY INC	416.50				
81494	10/04/2019	34	BOB'S TIRE, LLC	584.00				
81495	10/04/2019	35	BOGIE PUMP INC	563.27				
81496	10/04/2019	5057	BOONE CONSULTING	2,147.66				
81497	10/04/2019	2885	BOTKINS TRUCKING LLC	3,974.45				
81498	10/04/2019	887	BOTKINS TRUCKING LLC KEITH	2,475.00				
81499	10/04/2019	5081	BOWMAN'S MAILING SOLUTIONS LLC	241.37				
81500	10/04/2019	424	BUTLER SUPPLY INC	13.52				
81501	10/04/2019	330	CARPENTER STREET BAPTIST CHURC	25.00				
81502	10/04/2019	591	CASON BUILDING MAINTENANCE INC	2,349.20				
81503	10/04/2019	2237	MILLER DARLA L	203.50				
81504	10/04/2019	5821	COLUMBIA HOUSE WASHING	35.00				
81505	10/04/2019	3063	CONLEY FOREST DO	85.00				
81506	10/04/2019	1498	COONCE VELMA	100.00				
81507	10/04/2019	5757	COPE TRAILER SALES LLC	5,850.00				
81508	10/04/2019	2645	CORE & MAIN LP	8,774.44				
81509	10/04/2019	2913	CULLIGAN WATER CONDITIONING	10.30				
81510	10/04/2019	5797	DA-COM	200.00				
81511	10/04/2019	2971	DASH MEDICAL GLOVES INC	200.70				
81512	10/04/2019	5857	DAVIS JEFF	238.00				
81513	10/04/2019	5901	DECKER AARON	30.00				
81514	10/04/2019	194	DMC CONCRETE CONSTRUCTION	18,832.50				
81515	10/04/2019	5673	DONALD DOWNEY INC	18.00				
81516	10/04/2019	5903	DOUGLASS MATTHEW	10.43				

ACCOUNTS PAYABLE CHECK REGISTER

#11.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
81517	10/04/2019	2939	EMERGENCY MEDICAL PRODUCTS INC	179.23				
81518	10/04/2019	5902	ENERGY SOLUTIONS PROFESSIONALS	12,076.00				
81519	10/04/2019	695	ENGINEERING SURVEYS & SERVICES	743.00				
81520	10/04/2019	704	GALLS LLC	1,402.33				
81521	10/04/2019	3806	GFI DIGITAL INC	4.98				
81522	10/04/2019	3011	GLENN'S GARAGE DOORS	154.00				
81523	10/04/2019	2956	GREEN HILLS VET CLINIC LLC	544.90				
81524	10/04/2019	988	GULF STATES DISTRIBUTORS	1,114.00				
81525	10/04/2019	5655	HARRIS PATTY	100.00				
81526	10/04/2019	877	HAUSER ELECTRIC CO INC	1,505.00				
81527	10/04/2019	1338	HAWKINS INC	1,572.05				
81528	10/04/2019	758	HEIMAN FIRE EQUIPMENT INC	518.75				
81529	10/04/2019	5882	KARLEE HENDREN	100.00				
81530	10/04/2019	800	HIGHWAY PATROL ACADEMY FUND	20.00				
81531	10/04/2019	5158	NATHANAEL E HINDAL	3,000.00				
81532	10/04/2019	1348	HUNTSVILLE MACHINE	39.75				
81533	10/04/2019	227	IDEMIA IDENTITY & SECURITY LLC	300.00				
81534	10/04/2019	2787	IDEXX DISTRIBUTION CORP	390.41				
81535	10/04/2019	5650	IMIN CONTROLS LLC	590.00				
81536	10/04/2019	766	INLAND TRUCK PARTS	1,796.28				
81537	10/04/2019	938	JAMES FENCING	7,000.00				
81538	10/04/2019	3514	JB'S GLASS	163.00				
81539	10/04/2019	2075	JEFFREY JERRY	160.47				
81540	10/04/2019	368	JOE MACHENS FORD LINCOLN-MERCU	152.00				
81541	10/04/2019	4347	JOHN DEERE FINANCIAL	.00			VOID:	
81542	10/04/2019	4347	JOHN DEERE FINANCIAL	3,577.58				
81543	10/04/2019	680	KB TIRE AND AUTO INC	189.90				
81544	10/04/2019	4776	KNOT AS IT SEEMS FLOWERS & GIF	175.00				
81545	10/04/2019	5668	L & J MUNICIPAL SUPPLY INC	3,029.28				
81546	10/04/2019	5830	LANDIS+GYR TECHNOLOGY INC	5,093.46				
81547	10/04/2019	2964	LEES LAWN CARE & EQUIPMENT LLC	412.89				
81548	10/04/2019	1381	LEON UNIFORM COMPANY	2,680.24				
81549	10/04/2019	2173	LUCAS JANET	25.00				
81550	10/04/2019	5897	LULA'S TAVERN	200.00				
81551	10/04/2019	5209	LUSBY MARY	25.00				
81552	10/04/2019	1565	MACON ELECTRIC COOP	40.46				
81553	10/04/2019	679	MARTECK	581.19				
81554	10/04/2019	5611	MCCLURE ENGINEERING COMPANY	5,905.00				
81555	10/04/2019	1688	MFA OIL COMPANY	10,144.93				
81556	10/04/2019	1136	MFA PROPANE	389.70				
81557	10/04/2019	1726	MIDWEST ENVIR CONSULTANTS INC	168.00				
81558	10/04/2019	1734	MIDWEST RADAR & EQUIPMENT	315.00				
81559	10/04/2019	1756	MIRMA	1,063.67				
81560	10/04/2019	1756	MIRMA	130.00				
81561	10/04/2019	5239	MISSOURI DEPART OF REV 3375	3,570.79				
81562	10/04/2019	2889	MISSOURI DEPART OF CORRECT	547.50				
81563	10/04/2019	2253	MISSOURI DEPT OF REVENUE	63.86				
81564	10/04/2019	5905	MISSOURI WATER ENVIRONMEN	60.00				
81565	10/04/2019	3041	MO ONE CALL SYSTEM INC	331.50				
81566	10/04/2019	5132	MO STATE HWY PATROL ACADEMY	285.00				
81567	10/04/2019	2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00				
81568	10/04/2019	1921	MOBERLY LUMBER INC	520.55				
81569	10/04/2019	1935	MOBERLY MONITOR INDEX	69.40				

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ACCOUNTS PAYABLE CHECK REGISTER

#11.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
81570	10/04/2019	1954	MOBERLY MOTOR COMPANY	574.11				
81571	10/04/2019	2907	MOBERLY READY MIX	5,857.89				
81572	10/04/2019	1970	KITCHEN DAMON	166.00				
81573	10/04/2019	2030	MUEHE HAROLD	1,250.00				
81574	10/04/2019	5273	MUNICIPAL LEAGUE OF METRO	20.00				
81575	10/04/2019	2970	NACWA	750.00				
81576	10/04/2019	2152	NEMO ELECTRIC CO INC	610.00				
81577	10/04/2019	3079	NEWMAN COMLEY & RUTH PC	240.00				
81578	10/04/2019	2865	NEWMAN SIGNS INC	82.49				
81579	10/04/2019	2815	OLNEY SHIRLEY	39.10				
81580	10/04/2019	2822	PEPSI-COLA	599.31				
81581	10/04/2019	2166	PERSONNEL EVALUATION INC	28.00				
81582	10/04/2019	5727	PEST PRO SOLUTIONS INC	95.00				
81583	10/04/2019	5907	PETERSHEIM JONATHAN	212.25				
81584	10/04/2019	2556	PETTY CASH	37.98				
81585	10/04/2019	2596	PLUMB SUPPLY COMPANY	2,298.67				
81586	10/04/2019	2586	PRATHERS TOWING	110.00				
81587	10/04/2019	415	RANDOLPH AREA YMCA	1,222.00				
81588	10/04/2019	5159	REED MELINDA	45.00				
81589	10/04/2019	5751	REMOLE COATINGS LLC	9,500.00				
81590	10/04/2019	2977	RICKETTS FARM SERVICE	1,260.00				
81591	10/04/2019	497	ROBINSON CHARLES	26.25				
81592	10/04/2019	3919	ROOD & ASSOCIATES	3,600.00				
81593	10/04/2019	5218	RSINET	180.00				
81594	10/04/2019	2052	SAFETY FIRE PRODUCTS LLC	705.50				
81595	10/04/2019	294	SCHAEFER SURVEYING LLC	900.00				
81596	10/04/2019	280	SCHIPPERS INTERNATIONAL TRUCK	41.26				
81597	10/04/2019	5069	MICHAEL D SCHMIDT	1,147.50				
81598	10/04/2019	617	SCHULTE SUPPLY INC	1,953.23				
81599	10/04/2019	2684	SHERWOOD'S SIGNS LLC	112.50				
81600	10/04/2019	5794	SLIDE PROS	2,835.00				
81601	10/04/2019	3069	SMITH FERTILIZER & GRAIN INC	2,180.38				
81602	10/04/2019	2610	BRENDLINGER ENTERPRISES INC	760.20				
81603	10/04/2019	615	SNAP-ON	844.50				
81604	10/04/2019	5900	SNODGRASS CATHY	100.00				
81605	10/04/2019	4634	STANARD & ASSOCIATES, INC	695.00				
81606	10/04/2019	5700	STAPLES	.00			VOID:	
81607	10/04/2019	5700	STAPLES	4,553.95				
81608	10/04/2019	401	SUTPHEN CORPORATION	1,400.00				
81609	10/04/2019	5214	TRIEBSCH MICHAEL	820.00				
81610	10/04/2019	2640	THOMAS HILL PUBLIC WATER SUPPL	103.46				
81611	10/04/2019	2641	THOMAS MOTORS INC	344.78				
81612	10/04/2019	3797	THORNHILL ROMIE	25.00				
81613	10/04/2019	1489	TITAN INDUSTRIAL CHEMICALS LLC	2,262.00				
81614	10/04/2019	5270	TREGNAGO RICHARD	100.00				
81615	10/04/2019	2386	KRIBBS EUGENE L	1,825.00				
81616	10/04/2019	2223	US CELLULAR	442.76				
81617	10/04/2019	2644	USA BLUE BOOK	145.05				
81618	10/04/2019	2646	VALIC	892.00				
81619	10/04/2019	5800	VERIZON CONNECT NWF INC	21.95				
81620	10/04/2019	2742	WAL MART COMMUNITY	1,323.10				
81621	10/04/2019	2657	WILLIAMS DANIEL J.	360.00				
81622	10/04/2019	5908	WILLIAMS KEEPERS, LLC	7,500.00				

ACCOUNTS PAYABLE CHECK REGISTER

#11.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
81623	10/04/2019	2658	WILLIS BROS INC	2,250.00				
81624	10/04/2019	2772	WIRELESS USA	1,217.85				
81625	10/04/2019	5294	ZURCHER TIRE INC	460.00				
*20190733								
20190734	9/26/2019	2708	UMB BANK	90,497.30				E-PAY
20190735	9/27/2019	5898	MOBERLY SOLAR, LLC	3,536.17				E-PAY
20190736	9/27/2019	5783	BANKCARD SERVICES	17,650.68				E-PAY
20190737	9/27/2019	5898	MOBERLY SOLAR, LLC	15,660.16				E-PAY
20190738	9/27/2019	5898	MOBERLY SOLAR, LLC	15,660.16				E-PAY
20190739	9/27/2019	5898	MOBERLY SOLAR, LLC	15,660.16				E-PAY

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

BANK TOTALS:	
OUTSTANDING	505,603.16
CLEARED	.00

BANK 24 TOTAL	505,603.16
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED

100 GENERAL FUND	70,356.35	70,356.35	.00	.00
102 NON-RESIDENT LODGING TAX	7,500.00	7,500.00	.00	.00
105 PAYROLL FUND	5,847.30	5,847.30	.00	.00
110 SOLID WASTE FUND	61,736.98	61,736.98	.00	.00
114 HERITAGE HILLS GOLF CRSE	940.49	940.49	.00	.00
115 PARKS & RECREATION FUND	33,471.52	33,471.52	.00	.00
120 AIRPORT FUND	37,966.91	37,966.91	.00	.00
300 UTILITIES COLLECTION FUND	3,570.79	3,570.79	.00	.00
301 UTILITIES OP & MAINT	67,148.24	67,148.24	.00	.00
303 UTILITIES OP RESERVE	31,388.80	31,388.80	.00	.00
304 CAPITAL IMPROVEMENT TRUST	16,874.00	16,874.00	.00	.00
377 2004B SRF BONDS DEBT SERV	37,898.57	37,898.57	.00	.00
378 2006A SRF BONDS DEBT SERV	25,756.20	25,756.20	.00	.00
379 2004C BONDS DEBT SERVICE	26,842.53	26,842.53	.00	.00
400 EMERGENCY TELEPHONE FUND	5,421.70	5,421.70	.00	.00
600 TRANSPORTATION TRUST FUND	29,700.31	29,700.31	.00	.00
601 STREET IMPROVEMENT FUND	34,135.47	34,135.47	.00	.00
911 DOWNTOWN CID SALES TAX	9,047.00	9,047.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

*** CHECK SUMMARY ***

#11.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

24 DISBURSEMENTS

81457 Thru	81466	Accounts Payable Checks
81467 Thru	81476	Utility Billing Checks
81477 Thru	81625	Accounts Payable Checks
20190734 Thru	20190739	Accounts Payable E-Pay

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City of Moberly City Council Agenda Summary

Agenda Number: _____ #12.
 Department: City Clerk
 Date: October 7, 2019

Agenda Item: Consideration for approval of a New Liquor Application.

Summary: Pizza Hut, 1311 Hwy 24 East, Moberly, Missouri, submitted by Daniel R. Cintron.

Others may be added to the list prior to the Council Meeting, if the completed application is returned with the necessary signatures.

Recommended

Action: Please approve this application.

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