



**NIXA CITY COUNCIL
Tentative Agenda
September 19th, 2022
7:00 PM
NIXA CITY HALL
715 W. MT. VERNON**

This meeting will be conducted at 715 W. Mt. Vernon. Individuals may view the meeting live on our YouTube channel: <https://www.youtube.com/c/CityofNixa>

**Call to Order
Roll Call
Pledge of Allegiance**

Proclamation:

Constitution Week – September 17-23

Hunger Action Month

Visitors (Speaker Card Required; Comments Limited to 5 Minutes):

None Scheduled

Council Recognition:

Justin Orf

Declaration of Council Vacancy – District I & III:

Ordinances (First Reading and Public Hearing; Comments Limited to 5 Minutes; No Council Vote Anticipated):

Council Bill #2022-091 Authorizing the City Administrator to Execute a Contract with Shaffer & Hines, Inc. for Engineering Services Related to Improvements to Main Street from Tracker Road to Highway CC

Council Bill #2022-092 Authorizing the Mayor to Execute an Intergovernmental Agreement for a Christian County Hotel Market and Financial Feasibility Study

Council Bill #2022-093 Amending the 2022 Annual Budget to Appropriate Funds for the City's Portion of the Feasibility Study for Regional Broadband

Resolutions (Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):

Resolution #2022-091 Supporting the Tax Credit Application of Parker Development to the Missouri Housing Development Commission to Support the Development of Property Generally Located Along the 900 Block of South Gregg Road

Resolution #2022-092 Authorizing the Sale or Distribution of Alcohol on City Property and Authorizing a Multi-Day Event for the Proposed “Creepin’ at the Crossroads” Special Event

Resolution #2022-093 Making Appointments to the Regional Broadband Initiative Board

Resolution #2022-094 Imposing an Administrative Delay on the Acceptance, Processing, and Approval of Applications and permits for Self Storage Land Uses Within Certain General Commercial, Highway Commercial, and Neighborhood Commercial Zoning Districts Generally Located Along Massey Boulevard, Mt. Vernon Street, and Main Street

Mayor and Council Member Reports:

Adjournment

Council/ Staff Liaisons

Jarad Giddens/Doug Colvin-Public Works **Darlene Graham**/Joe Campbell-Police
/Matt Crouse-Park **Aron Peterson**/ -Planning/Development
Shawn Lucas/Jennifer Evans-Finance & Amanda Hunsucker-Human Resources
/Cindy Robbins-Administration/Court & Drew Douglas-Communication

**CITY OF NIXA
OFFICE OF THE MAYOR
STATE OF MISSOURI**

PROCLAMATION

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth (235th) anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim September 17th – 23rd, 2022, as

"Constitution Week"

And urge all citizens to study the Constitution and reflect on the privileges of being an American with all the rights and responsibilities which that honor holds.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

**CITY OF NIXA
OFFICE OF THE MAYOR
STATE OF MISSOURI**

PROCLAMATION

WHEREAS, hunger and food insecurity issues are issues of grave concern in the United States and the State of Missouri and Christian County; and

WHEREAS, the City of Nixa is committed to taking steps to raise awareness about the need to combat hunger in every part of our city and to provide additional resources to the citizens of Nixa in need; and

WHEREAS, Nixa is committed to working with Least Of These Inc., Christian County Food Pantry in educating people about the role and importance of food pantries in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 20,000 individuals in Christian County rely on food provided by the Least Of These, Inc., Christian County Food Pantry annually; and

WHEREAS, Least Of These, Inc., Christian County Food Pantry distributed more than 1,992,000 pounds of food in 2021; and

WHEREAS, food banks and food pantries across the country, will host numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community.

NOW, THEREFORE, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim the month of September 2022, as

"Hunger Action Month"

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 19th day of September, 2022.

Mayor

ATTEST:

City Clerk

RE: ENGINEERING AND CONSTRUCTION OF MAIN ST FROM TRACKER RD TO HWY CC. ORDINANCE #2022-091

Background:

Requested passage of Ordinance #2022-091 for Engineering services to be provided by Shaffer & Hines Engineering firm. These services would allow for Main St engineering and then later the construction from Tracker Rd to Highway CC.

Analysis:

In the past fifteen to twenty years Main St has had improvements made from North St to Aldersgate and then from Aldersgate to Tracker. Permission to move forward with this project would allow staff to enter into an agreement with Shaffer & Hines Engineering firm to develop plans for the construction Main St from Tracker Rd to Highway CC.

This project is included in the city's Transportation Improvement Program (TIP) through the Ozarks Transportation Organization and Federal Highway Administration therefor eligible for eighty percent reimbursement. The attached contract in the amount of \$195,257.21 is within budgeted amounts for 2022. Construction would then be possible in late 2023 or early 2024.

This endeavor would allow for the Engineering of a three-lane street, curb and gutter, storm water improvements, sightline adjustments, and pedestrian facilities. All things mentioned under Reliable Infrastructure, Action Plan #1 and Community Safety, Action Plan #6 in the 2021-2025 Strategic Plan.

Recommendation:

It is staff's recommendation to enter into agreement with Shaffer & Hines.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH SHAFFER & HINES, INC. FOR**
3 **ENGINEERING SERVICES RELATED TO IMPROVEMENTS TO MAIN STREET FROM**
4 **TRACKER ROAD TO HIGHWAY CC.**

5 _____
6
7 **WHEREAS** City staff have solicited proposals for engineering services related to
8 improvements to Main Street from Tracker Road to Highway CC, said improvements
9 being identified as Project No. STBG-9901(831) and ST 2022-03; and

10
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
12 Shaffer & Hines, Inc., submitted the most qualified proposal; and

13
14 **WHEREAS** City Council desires to authorize the execution of the Contract,
15 attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

16
17 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**

19
20 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
21 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill
22 Exhibit A," with Shaffer & Hines, Inc. Said Contract shall be in substantially similar form
23 as the document attached hereto as "Council Bill Exhibit A."

24
25 **SECTION 2:** The City Administrator and the officers of the City are hereby
26 authorized to do all things necessary or convenient to carry out the terms and intent of
27 this Ordinance.

28
29 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
30 passage by the City Council and after its approval by the Mayor, subject to the provisions
31 of section 3.11(g) of the City Charter.

32
33
34 **ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.**

35
36 ATTEST:

37
38 _____
39 PRESIDING OFFICER

38 _____
39 CITY CLERK

40
41
42 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.**

43
44 ATTEST:

COUNCIL BILL NO. 2022-091

ORDINANCE NO. _____

47 MAYOR

48

49

50 APPROVED AS TO FORM:

51

52

53 _____
CITY ATTORNEY

CITY CLERK

Exhibit A

ROUTE ORDER: Consultant signs, route to City Clerk, City Admin signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. ____
CITY		CONSULTANT
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Travis Cossey Dept: Public Works Email: tcossey@nixa.com		Name: Shaffer & Hines, Inc. Address: PO Box 493 Nixa, MO 65714 Phone: 417.725.4663 Attn: Clayton M. Hines, P.E. Email: chines@shafferhines.com

CONTRACT FOR ENGINEERING SERVICES

THIS SERVICES CONTRACT ("Contract") is made and entered into upon its execution by the parties identified above.

WHEREAS funds have been made available by the Federal Highway Administration through its Surface Transportation Block Grant program, coordinated through the Missouri Department of Transportation, the City intends to make widening, sidewalks, and other associated improvements to North Main Street in Nixa from north of Tracker Road to south of Route CC, and requires professional engineering services; and

WHEREAS the City, after conducting a Request for Qualifications solicitation process, referenced as Federal Aid No. STBG 9901 (831), desires to engage Consultant to perform certain services; and

WHEREAS the City desires to engage Consultant to perform such services under the terms and conditions of this Contract; and

WHEREAS Consultant desires to perform such services under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Consultant as follows:

1. Services. The City agrees to engage the services of the Consultant and the Consultant agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Consultant's profession in performing similar services. The Services are described in Exhibit A which is attached hereto and incorporated herein by this reference. Consultant shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Consultant's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws.

2. Disadvantaged Business Enterprises (DBE) Requirements.

a. DBE Goal. The following DBE goal has been established for this Agreement. The dollar

value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 8% of the total Agreement dollar value.

b. DBE Participation Obtained by Consultant. The Consultant has obtained DBE participation and agrees to use DBE firms to complete 88.77 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE Firm	DBE Service	DBE Contract	Applied to DBE Goal	% of Contract applied to DBE Goal
Shaffer & Hines, Inc P.O. Box 493 Nixa, MO 65714	Principal Design Firm	\$171,367.51	\$171,367.51	88.77%

3. Addition to Services. The City may add to the Consultant's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Consultant shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Consultant.

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Consultant represents that Consultant shall secure at Consultant's own expense; all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be considered employees of the City. All of the services required hereunder shall be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. It is the intention of the Consultant to engage Sub-consultants for the purposes of:

Sub-Consultant Name	Address	Services
CJW Transportation Consultants	5051 S. National Ave. Springfield, MO 65810	Traffic Control Road Geometry Erosion Control Environmental/Historical Review Project Management

6. Term. The Consultant shall commence work within two weeks after receiving notice to proceed from the City. Plans, Specifications & Estimate (PS&E) Approval by MODOT shall be completed on August 30th of 2023. The general phases of work will be completed, and this Contract shall terminate on July 31st of 2024.

7. Renewals. The term of this Contract may be extended three times by the City, at the City's sole option, beyond the original term, for a fixed term of no more than one year per extension, provided that:

- a. The terms of the extension are in writing;
- b. The extension is executed by the Consultant and City; and
- c. City funds are appropriated for such purpose.

8. Standards. The Consultant shall be responsible for working with the City in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, City needs, and guidance provided in the most current version of EPG 136 LPA Policy. The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

9. Payment.

a. Conditioned on acceptable performance. Provided that Consultant performs the services in the manner set forth herein, the City shall pay the Consultant in accordance with the rate set forth in Exhibit B which shall constitute full and complete compensation for the Consultant's work provided. No partial payment to the Consultant shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Consultant and Contract by both the City and the Consultant that the Consultant has fully performed the work to be paid for in such progress payments in conformance with the contract.

b. Total compensation not to exceed. It is expressly understood that the City shall reimburse Consultant for actual costs incurred by Consultant in the performance of the Services, plus a predetermined fixed fee as indicated in Attachment Sheets A and B. In no event shall the total compensation or reimbursement to be paid to the Consultant under the terms of this Contract exceed the sum of **(\$195,257.21)**.

c. Definition of Actual Costs.

1. Actual Fees, as reflected in Attachment Sheets A and B paid to employees for time that they are productively engaged in work covered by this contract, plus
2. An amount calculated at 140.09% of actual fees in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement, incentive pay, general administrative overhead, based on the Consultant's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
3. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
4. Project costs incurred by others on a subcontract basis, said costs to be passed through the Consultant on the basis of reasonable and actual cost as invoiced by the Sub-consultants.

d. Additives and Overhead. The rates shown for additives and overhead in Sections 9.c.2 and 9.c.3 above are the established Consultant's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

e. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

f. **Property Accountability.** If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

10. Professional Endorsement. All plans, specifications and other documents shall be endorsed by the Consultant and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the Plans, Specifications & Estimates (PS&E) submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

11. Termination.

a. **Termination for breach.** Failure of Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give 15 days' written notice of termination to the Consultant. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Consultant all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

b. **Termination for Convenience.** Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Consultant shall be limited to services provided by the Consultant as of the effective date of said termination.

c. **Non-appropriation.** This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

d. **Documents, reports, and data to be provided to City.** In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by the Consultant.

e. The Consultant shall remain liable to the City for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived or stopped by final payment under this Agreement.

12. Decisions under this contract. The City will determine the acceptability of work performed under this contract and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

13. City's Right to Proceed. In the event this Contract is terminated, the City may take over the

work and prosecute the same to completion, by contract or otherwise, and Consultant and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

14. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Consultant under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

15. Conflict of Interest. Consultant certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq.

16. Assignment. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

17. Nondiscrimination. The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Consultant and Sub-consultant shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime Consultants and Sub-consultants to employ and advance in employment qualified protected veterans.

b. This Consultant and Sub-consultant shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Consultants and Sub-consultants to employ and advance in employment qualified individuals with disabilities.

18. Occupational License. The Consultant shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

19. Lobby Certification. Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required

by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

20. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Contract. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Consultant to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within 10 days after the date of the receipt of Notice of Award of the Contract to the Consultant and prior to the start of work. All insurance policies shall require that the insurance company in question provide 30 days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to the address for the City listed at the top of this Contract.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. **Workers' Compensation** – Statutory coverage per RSMo. 287.010 et seq.
Employer's Liability – \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Consultants, Explosion, Collapse, and Underground Property Damage and blasting if blasting is required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Consultant agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Consultant, its employees, officers or agents. Consultant agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Consultant's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars (\$3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars (\$459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Consultant's Protective Liability Insurance must:

1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and
2. Be with the same insurance company with which the Consultant carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Subcontracts. In case any or all of the performance of this Contract is sublet, the Consultant shall require the Sub-consultant to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Consultant shall require any and all Sub-consultants with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Consultant and/or Sub-consultant shall furnish to the City prior to beginning the work contemplated by this Contract, the policy as specified in subparagraph (d), and satisfactory proof of bearing all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without 30 days written notice to the City.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this Contract by legislative or judicial action, the City may require Consultant, upon 10 days written notice, to execute a contract addendum whereby the Consultant agrees to provide, at a price not exceeding Consultant's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

21. Consultant's responsibility for Sub-consultants. The Consultant shall be fully responsible to the City for the acts and omissions of its Sub-consultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all Sub-consultants to Consultant by all the terms herein set forth, and insofar as applicable to the work of Sub-consultants and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Sub-consultant and the City.

22. General Independent Consultant Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant shall be an independent Consultant and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Consultant shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City shall not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

23. Liability and Indemnity.

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Consultant under this contract.

b. The Consultant shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Consultant hereby assuming full responsibility for relations with Sub-consultants), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Consultant's obligation under this

Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Consultant under this Contract.

g. The Consultant shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

24. Contract Documents. The entire Contract of the parties shall consist of the following documents:

- a.** This Contract
- b.** Shaffer & Hines, Inc. – (Attachment Sheet A) – (Exhibit A)
- c.** CJW Transportation Consultants – (Attachment Sheet B) – (Exhibit B)
- d.** Scope of Services - (Attachment C) - (Exhibit C)
- e.** Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - (Exhibit D)
- f.** Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions – (Exhibit E)
- g.** DBE Contract Provisions – (Exhibit F)
- h.** Fig. 136.4.15 Conflict of Interest Disclosure Form – (Exhibit G)

The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties. This Contract shall also include any Exhibits incorporated by reference in the above-described documents. When any provisions of the Contract Documents conflict, the provisions contained in the Contract shall control followed by Exhibit A, then Exhibit B, then Exhibit C, then Exhibit D, then Exhibit E, then Exhibit F, and then Exhibit G.

25. Nonresident/Foreign Consultants. The Consultant shall procure and maintain during the life of this Contract:

- a.** If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
- b.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

26. Notices. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Consultant at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

27. Right to Audit. Consultant agrees to furnish sufficient supporting details as may be required by

the City to support any charges or invoices submitted to the City for payment under this Contract. Consultant shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Consultant shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Consultant's records pertaining to the Services for a period of three (3) years after final payment.

28. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments owed by Consultant is current.

29. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

31. Removed as per 29 CFR 541.301(c)

32. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Consultants with ten or more employees, Consultant shall provide an acceptable notarized affidavit stating that the associated business is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

IN TESTIMONY WHEREOF, the Consultant has hereunto set his hand and seal, and the City of Nixa executes this contract by its City Manager.


THE CITY OF NIXA, MISSOURI

By: _____

ATTEST

By: _____

CONSULTANT

By:  _____

Approved as to form:

Nick Woodman, City Attorney

CERTIFICATE OF FINANCIAL OFFICER

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Financial Officer

EXHIBIT A

SHAFFER & HINES, INC.

ATTACHMENT SHEET A

SHAFFER & HINES, INC.

PROFESSIONAL ENGINEERS & LAND SURVEYORS

P.O. Box 493, Nixa, Missouri 65714

Phone (417) 725-4663

Fax (417) 725-5230

"Equal Opportunity Employer"

July 5, 2022

Mr. Jeff Roussell
City of Nixa
P.O. Box 395
Nixa, MO 65714

RE: North Main Street Improvements (Hwy CC to Tracker Rd.), Nixa, Missouri

Dear Mr. Roussell,

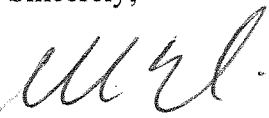
We very much appreciate your selection of our firm to provide the Civil Engineering and Land Surveying services for this project. As you know from our proposal, we will be teaming with CJW Transportation Consultants, LLC. Both of our firms are excited to work with you on this project!

Our proposed fee schedules are attached for your review.

Shaffer & Hines, Inc. – Attachment A	\$171,367.51
<u>CJW Transportation Consultants, LLC – Attachment B</u>	<u>\$23,889.70</u>
Total Proposed Fee	\$195,257.21

If you have any questions, please let me know.

Sincerely,



J. Clayton M. Hines, P.E.
President

Attachments A & B

SHAFFER & HINES, INC.

ATTACHMENT A

FEE SUMMARY

North Main Street Improvements (from Hwy CC to Tracker Rd.)

STBG 9901(831)

TASK NUMBER	TASK DESCRIPTION	PROPOSED FEE
1	PROJECT MANAGEMENT	\$2,336.76
2	SURVEYING	\$31,185.73
3	GEOTECHNICAL (not included)	\$0.00
4	CONCEPTUAL LAYOUTS	\$3,814.87
5	UTILITY COORDINATION	\$13,209.27
6	PUBLIC MEETINGS	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)	
8	PRELIMINARY DESIGN PHASE (30%)	\$26,054.23
9	R/W PLANS PHASE (60%)	\$22,457.83
10	FINAL PLANS (100%)	\$29,587.40
11	BIDDING PHASE	\$8,609.69
12	CONSTRUCTION PHASE	\$28,664.83
	SUB-TOTAL TASKS	\$169,144.31
	EXPENSES	\$2,223.20
	TOTAL	\$171,367.51

SHAFFER & HINES, INC.
ATTACHMENT A
Man-Hour Estimate - North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
1	PROJECT MANAGEMENT												
	Project Management	4.00	4.00						8.00	\$516.48	\$723.54	\$148.80	\$1,388.82
	Coordination with Others	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Design Memorandum	3.00								\$151.08	\$211.65	\$43.53	\$406.26
	SUB-TOTAL									\$869.00	\$1,217.39	\$250.37	\$2,336.76
2	SURVEYING												
	Topographical Survey				8.00	32.00	70.00	70.00		\$4,677.96	\$6,553.35	\$1,347.76	\$12,579.07
	Base Map Preparation				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Horizontal Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Vertical Control				4.00		4.00	4.00		\$361.04	\$505.78	\$104.02	\$970.84
	Locate Section Corners				4.00		8.00	8.00		\$535.04	\$749.54	\$154.15	\$1,438.73
	Bench Level Run						8.00	8.00		\$348.00	\$487.51	\$100.26	\$935.77
	Utility Locates				24.00					\$1,122.24	\$1,572.15	\$323.33	\$3,017.72
	Right of Way Descriptions and Easements				32.00	40.00				\$3,069.92	\$4,300.65	\$884.47	\$8,255.04
	SUB-TOTAL									\$11,597.48	\$16,246.91	\$3,341.34	\$31,185.73
3	GEOTECHNICAL (not included)												
4	CONCEPTUAL LAYOUTS												
	Prepare Roadway Layouts / Alternatives	12.00		16.00						\$1,162.88	\$1,629.08	\$335.04	\$3,127.00
	Meetings with City to discuss Alternatives	3.00		3.00						\$255.81	\$358.36	\$73.70	\$687.87
	SUB-TOTAL									\$1,418.69	\$1,987.44	\$408.74	\$3,814.87

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
5	UTILITY COORDINATION												
	Coordination	50.00	20.00	8.00	8.00					\$4,106.56	\$5,752.88	\$1,183.13	\$11,042.57
	Meetings	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SUB-TOTAL									\$4,912.32	\$6,881.67	\$1,415.28	\$13,209.27
6	PUBLIC MEETINGS												
	Prepare Exhibits & Materials	5.00	2.00	12.00	2.00					\$857.76	\$1,201.64	\$247.13	\$2,306.53
	Attend Meetings	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	SUB-TOTAL									\$1,198.84	\$1,679.46	\$345.40	\$3,223.70
7	ENVIROMENTAL & HISTORICAL (CJW)												
8	PRELIMINARY DESIGN PHASE (30%)												
	Identify any Variances to Design Criteria	4.00								\$201.44	\$282.20	\$58.04	\$541.68
	Preliminary Estimates and Construction Costs	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Hydrologic studies and Drainage Plans	18.00		4.00						\$1,046.12	\$1,465.51	\$301.40	\$2,813.03
	Conceptual Traffic Control Plan (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Design	24.00		60.00						\$3,303.24	\$4,627.51	\$951.69	\$8,882.44
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets	2.00		5.00						\$275.27	\$385.63	\$79.31	\$740.21
	Traffic Control and Staging Concept (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Preliminary Culvert Sections	2.00		2.00						\$170.54	\$238.91	\$49.13	\$458.58
	Preliminary Cross Sections at 25 foot intervals	2.00		24.00						\$938.56	\$1,314.83	\$270.41	\$2,523.80
	Tentative Easements and Right of Way Limits	6.00		8.00						\$581.44	\$814.54	\$167.52	\$1,563.50
	QA/QC	16.00	4.00	4.00						\$1,132.44	\$1,586.44	\$326.27	\$3,045.15
	SUB-TOTAL									\$9,689.15	\$13,573.54	\$2,791.54	\$26,054.23

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
9	R/W PLANS PHASE (60%)												
	R.O.W Design	16.00	4.00	24.00						\$1,830.64	\$2,564.54	\$527.42	\$4,922.60
	Title Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Typical Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Plan/Profile Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Special Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Cross Sections			16.00						\$558.56	\$782.49	\$160.93	\$1,501.98
	R.O.W. and Easement Plan Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Construction Limits	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Design Field Check and R.O.W Revisions	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	R.O.W Revisions due to Owner Negotiations	16.00		24.00						\$1,643.60	\$2,302.52	\$473.53	\$4,419.65
	Construction Cost Estimate	20.00		12.00						\$1,426.12	\$1,997.85	\$410.88	\$3,834.85
	QA/QC	20.00	4.00	4.00						\$1,333.88	\$1,868.63	\$384.30	\$3,586.81
	SUB-TOTAL									\$8,351.72	\$11,699.91	\$2,406.20	\$22,457.83

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
10	FINAL PLANS (100%)												
	Cover Sheet			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Summary of Quantities Sheet	24.00	8.00	24.00						\$2,420.56	\$3,390.96	\$697.38	\$6,508.90
	Typical Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	General Notes Sheet	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Detail Sheets	2.00		4.00						\$240.36	\$336.72	\$69.25	\$646.33
	Horizontal/Vertical Control Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Construction Phasing	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Traffic Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Geometric Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Roadway Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Removal Sheets	4.00		8.00						\$480.72	\$673.44	\$138.50	\$1,292.66
	Retaining Wall Plan and Profile Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Retaining Wall Details			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Storm Drainage Plan and Profile Sheets			4.00						\$139.64	\$195.62	\$40.23	\$375.49
	Sediment and Erosion Control Sheets (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Pavement Marking & Signing Sheets			8.00						\$279.28	\$391.24	\$80.46	\$750.98
	Coordinate Lighting Plan Sheets	4.00		2.00						\$271.26	\$380.01	\$78.15	\$729.42
	Right-of-Way Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Roadway Cross-Section Sheets			2.00						\$69.82	\$97.81	\$20.12	\$187.75
	Cost Estimates	24.00		8.00						\$1,487.92	\$2,084.43	\$428.68	\$4,001.03
	Special Provisions	16.00								\$805.76	\$1,128.79	\$232.15	\$2,166.70
	SWPPP (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Land Dist. Permit (CJW)									\$0.00	\$0.00	\$0.00	\$0.00
	Prepare Bid Documents for PS&E Submittal	32.00								\$1,611.52	\$2,257.58	\$464.29	\$4,333.39
	QA/QC	24.00	10.00	6.00						\$1,885.70	\$2,641.68	\$543.29	\$5,070.67
	SUB-TOTAL									\$11,003.08	\$15,414.21	\$3,170.11	\$29,587.40

EMPLOYEE DESCRIPTION & RATE													
		\$50.36	\$46.76	\$34.91	\$46.76	\$39.34	\$25.00	\$18.50	\$16.00				
TASK #	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEERING TECHNICIAN	SENIOR SURVEYOR	SURVEYOR PLS	SURVEY TECH. 1	SURVEY TECH 2	ADMIN.	Total Labor Fee	Overhead @ 140.09%	Fixed Fee @ 12%	Total Task Fee
11	BIDDING PHASE												
	Respond to Bidder Questions	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Pre-Bid Conference	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Prepare Addendums	10.00		8.00						\$782.88	\$1,096.74	\$225.55	\$2,105.17
	Analysis of Alternates	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Bid Opening	2.00								\$100.72	\$141.10	\$29.02	\$270.84
	Analysis of Bids	10.00	2.00							\$597.12	\$836.51	\$172.04	\$1,605.67
	Construction Contracts	6.00	2.00							\$395.68	\$554.31	\$114.00	\$1,063.99
	SUB-TOTAL									\$3,201.80	\$4,485.42	\$922.47	\$8,609.69
12	CONSTRUCTION PHASE												
	Administration	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Pre-Conruction Meeting	4.00		4.00						\$341.08	\$477.82	\$98.27	\$917.17
	Progress Meetings	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	Contractor Questions / RFI's	16.00	4.00							\$992.80	\$1,390.81	\$286.03	\$2,669.64
	Review Shop Drawings	16.00	4.00	8.00						\$1,272.08	\$1,782.06	\$366.50	\$3,420.64
	Review Pay Applications	20.00	4.00							\$1,194.24	\$1,673.01	\$344.07	\$3,211.32
	Periodic Site Observations	20.00		6.00						\$1,216.66	\$1,704.42	\$350.53	\$3,271.61
	Wage Interviews	12.00								\$604.32	\$846.59	\$174.11	\$1,625.02
	Substantial Completion Inspection & Punchlist	12.00		6.00						\$813.78	\$1,140.02	\$234.46	\$2,188.26
	Final Completion Inspection	6.00								\$302.16	\$423.30	\$87.06	\$812.52
	Prepare Change Orders	12.00		8.00						\$883.60	\$1,237.84	\$254.57	\$2,376.01
	Prepare Record Drawings	4.00		24.00						\$1,039.28	\$1,455.93	\$299.43	\$2,794.64
	Project Closeout	8.00								\$402.88	\$564.39	\$116.07	\$1,083.34
	SUB-TOTAL									\$10,660.00	\$14,933.59	\$3,071.24	\$28,664.83

SHAFFER & HINES, INC.

**ATTACHMENT A
EXPENSES**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

EXPENSES	AMOUNT	UNIT	UNIT PRICE	TOTAL
Milage	360	Miles	\$0.62	\$223.20
Plan Copies	400	Each	\$5.00	\$2,000.00
TOTAL				\$2,223.20

SHAFFER & HINES, INC.

**ATTACHMENT A
ASSUMPTIONS**

**North Main Street Improvements (from Hwy CC to Tracker Rd.)
STBG 9901(831)**

1. City shall provide Title Work / O&E Reports.
2. AutoCAD Civil 3D will be used to create the plans.
3. StormCAD will be used to design the storm sewer and inlets.
4. Geotechnical services are not proposed as it is not assumed to be necessary.
5. R/W negotiations shall be provided by the City.
6. Appraisals for R/W and easements are to be obtained by the City.
7. Utility relocation plans shall be provided by the utility companies and are not included.

EXHIBIT B

CJW TRANSPORTATION CONSULTANTS

ATTACHMENT SHEET B

**Attachment B
Total Project Fee**

North Main Street Improvements

Task No.	Task Description		Fee Estimate
1	Project Management		\$ 587.12
2	Public Involvement		\$ 252.64
3	Conceptual Phase		\$ -
4	Survey		\$ -
5	Utility Coordination		\$ -
6	Environmental/Historical Review		\$ 12,434.92
7	Preliminary Design Phase (30 percent plans)		\$ 1,879.21
8	Right of Way Plan Phase (60 percent plans)		\$ -
9	Permits		\$ 1,192.25
10	Final Design Phase (100 percent plans)		\$ 4,517.18
11	Bidding Phase		\$ 848.77
12	Construction Phase		\$ 2,111.99
	Expenses		\$ 65.63
		Total Project Cost	\$ 23,889.70

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT

[illegible]

MAN-HOUR ESTIMATE - NORTH MAIN STREET IMPROVEMENTS PROJECT											
Task No.	Description of Work Items / Tasks	CJW Transportation Consultants							Total Manhours	Total Labor Fee	Total CJW Fee
		Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	2 Person Survey Crew	Surveyor	Technican		

CJW FEE SUMMARY

<u>Task</u>	<u>Labor Costs</u>	<u>Payroll Overhead</u>	<u>General & Admin Overhead</u>	<u>Fixed Fee</u>	<u>Total Cost</u>
		64.71%	80.32%	12.00%	
1 Project Management	\$ 213.94	\$ 138.44	\$ 171.84	\$ 62.91	\$ 587.12
2 Public Involvement	\$ 92.06	\$ 59.57	\$ 73.94	\$ 27.07	\$ 252.64
3 Conceptual Phase	\$ -	\$ -	\$ -	\$ -	\$ -
4 Survey	\$ -	\$ -	\$ -	\$ -	\$ -
5 Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -
6 Environmental/Historical Review	\$ 4,531.12	\$ 2,932.09	\$ 3,639.40	\$ 1,332.31	\$ 12,434.92
7 Preliminary Design Phase (30 percent plans)	\$ 684.76	\$ 443.11	\$ 550.00	\$ 201.34	\$ 1,879.21
8 Right of Way Plan Phase (60 percent plans)	\$ -	\$ -	\$ -	\$ -	\$ -
9 Permits	\$ 434.44	\$ 281.13	\$ 348.94	\$ 127.74	\$ 1,192.25
10 Final Design Phase (100 percent plans)	\$ 1,646.00	\$ 1,065.13	\$ 1,322.07	\$ 483.98	\$ 4,517.18
11 Bidding Phase	\$ 309.28	\$ 200.14	\$ 248.41	\$ 90.94	\$ 848.77
12 Construction Phase	\$ 769.58	\$ 498.00	\$ 618.13	\$ 226.28	\$ 2,111.99
TOTAL	\$ 8,681.18	\$ 5,617.59	\$ 6,972.72	\$ 2,552.58	\$ 23,824.07

TOTAL EXPENSES					
Expenses	Amount		\$ Ea.		Cost
Design					
Travel, mile (car)	105	MILES	\$ 0.625		\$ 65.63
Travel, mile (survey vehicle)	0	MILES	\$ 0.75		\$ -
Environmental Documentation (lump sum)	0	L.S.	\$ -		\$ -
Aerial Mapping (DTM)	0	L.S.	\$ -		\$ -
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	0	L.S.	\$ -		\$ -
Geotechnical Borings and Report	0	L.S.	\$ -		\$ -
			Sub Total		\$ 65.63
Survey Expenses					
Public Involvement Expenses					
			Total		\$ 65.63

Assumptions

1. Construction Phase Services are not included as part of the fee schedule.
2. Storm sewer shall be designed using StormCAD, Pipe Networks, or Hydraflow
3. All CAD files shall be created using AutoCAD
4. ROW services including property appraisals, negotiations, and acquisitions will be handled by the city.
5. Utility relocation plans will be completed by their respective utilities
6. City will provide Title work for properties located along the project
7. Environmental Work does not include services such as Archeological Studies, Noise Studies, or Geotechnical work. Scope of work is limited to the basic information needed for IPAC
8. 60 percent plans will be provided by the lead consultant for submission with environmental documentation.

EXHIBIT C
SCOPE OF SERVICES

Attachment C

Scope of Services

STATEMENT OF SCOPE. It is expected that the selected firm/consultant will perform the following services:

Task 1: Preliminary Engineering and Design

Activities necessary to complete the environmental document (including FHWA concurrence and approval), conduct public involvement, complete preliminary design, and coordination with utilities.

This work will include, but is not limited to the following activities:

- Respond to MoDOT Environmental requests for information and finalize the MoDOT Request for Environmental Review.
- Perform initial surveys, soil investigations, etc. as needed for preliminary design.
- Determine the limits of the project.
- Hold a meeting with City of Nixa and other stakeholders to discuss alternatives for preliminary design preparation.
- Prepare preliminary design plans.
- Prepare an initial opinion of construction costs based on preliminary design to discuss budget and make modifications as needed.
- Prepare utility location and conflict plans.

This task will be considered complete upon receiving environmental approval from FHWA and MoDOT, and Nixa approval of all deliverables.

Task 2: Final Design

Design activities to prepare final construction plans, specifications, and estimates; further coordination with and execution of contracts with utilities for adjustments and relocations per the conflict plans; preparation of right of way plans and final right of way acquisition if needed; preparation of final mitigation plans and submittal of appropriate permits.

This work will include, but is not limited to the following activities:

- Engineering, geotechnical services and surveying activities necessary to prepare final design plans, specifications and estimates (PS&E). The PS&E will consist of, but not be limited to the following:
 - Typical Sections, Horizontal and vertical alignments, Trail Cross sections, Drainage/Structure Details, Erosion Control Plans, Stabilization Plan, Traffic Control Plans, Construction Details, Quantities, Signing/Marking Plan.
 - The PS&E will include all applicable items shown in the Missouri Department of Transportation, Local Public Agency – Final PS&E Submittal Checklist – 136.9.1
 - Associated permitting/compliance, including any coordination with permitting agencies to obtain permits.
 - Preparation of a Storm Water Pollution Prevention Plan.
 - Preparation of bid and contract documents and receive approvals as applicable.

- Assisting the City of Nixa in advertising, bidding and contract award.
- Attend any pre-bid meetings and be available for questions and clarifications prior to the bid opening.

This task will be considered complete upon delivery and approval of final construction plans, specifications, estimates, certifications and permits, and upon MoDOT and City of Nixa approval of all deliverables.

Task 3: Construction Engineering

Work with the construction contractor on behalf of the City of Nixa to assist with preconstruction conference(s). Assist with construction questions throughout project.

- Structure layout
- Excavation and backfilling
- Driving pile
- Checking of reinforcing steel prior to concrete placement
- Concrete batching and pouring
- Placement of girders
- Placement of surfacing materials
- Conduct inspection and testing of construction materials
- Check shop drawings submitted by contractor
- Verifying work indicated in invoices from the contractor has been completed
- Assist in any needed review of design related questions during construction.
- Prepare and approve any change orders needed as a result of needed design modifications during construction.
- Issue stamped revisions of the construction plans if needed.
- Review and Approve submittals/shop drawings as needed for the project.
- Perform final walk through of the project with City of Nixa inspectors.
- Prepare record drawings and provide in digital format acceptable to the City of Nixa.
- Other special engineering services as required to complete the project.

This task will be considered complete upon completion of construction, final inspection and acceptance of Nixa, Nixa approval of final contractor invoice, and upon MoDOT, Nixa and OTO approval of all deliverables.

DELIVERABLES. The consultant will have provided the following deliverables at the conclusion of the project:

Task 1:

- Survey data
- Project Limits
- Conceptual Plans for Alternatives to consider, including cost comparisons
- Finalized MoDOT Request for Environmental Review
- FHWA and MoDOT approved Environmental Document
- Preliminary design plans (including ROW and Utilities Plan sheets)

- Engineer's estimate of probable construction cost and any spreadsheets, hand calculations, notes, or other supporting information.
- Required Permits
- Meeting Minutes and Materials

Task 2:

- Final Plans, Specifications and Estimate (PS&E)
- Bid Documents
- Award of construction contract
- Construction Notice to Proceed is issued by MoDOT

Task 3:

- Bi-weekly reports of work completed
- Monthly meetings to verify work completed as submitted in contractor invoices
- Record drawings and provide in digital format acceptable to the City of Nixa.
- Upon completion of the project, all project diaries.

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a

prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any Sub-consultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent Sub-consultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other Sub-consultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the Sub-consultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a Sub-consultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by

MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
- 5. Replacement of DBE Sub-consultants: The Engineer shall make good faith efforts to replace a DBE Sub-consultant, who is unable to perform satisfactorily, with another DBE Sub-consultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.
- 6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

- 7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a Sub-consultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the

likelihood of meeting the DBE goal (including, where appropriate, breaking down Sub-consultant agreements into economically feasible units to facilitate DBE participation).

- F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
 - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.
 - I. Made effective use of the services of available disadvantaged business organizations, minority Consultants' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Exhibit G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Shaffer & Hines, Inc.

Project Owner (LPA): City of Nixa

Project Name: North Main Street Improvements From North Of Tracker
To South of Route CC

Project Number: Federal Aid No. STBG 9901(831)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

- X No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA
- Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible).

Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Clayton M. Hines, P.E.

Signature: _____

Signature:  _____

Date: _____

Date: 9-9-22 _____



RE: INTERGOVERNMENTAL AGREEMENT FOR A HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY

Background:

On August 22nd, City Council passed ordinance #2022-084 amending the budget to appropriate \$13,000 for the City's portion of a hotel market and financial feasibility study. This study will be done in partnership with Christian County, the City of Ozark and Show Me Christian County.

Analysis:

Before moving forward with the study that was presented to City Council, an intergovernmental agreement (IGA) needs to be entered into by all parties. The attached agreement lays out each entity's responsibilities, including the cost associated with the study.

Recommendation:

Conducting a hospitality study would provide us the information we need to properly market our area to potential hotel developers; therefore, staff recommends approval of the resolution allowing us to enter the IGA with Christian County, the City of Ozark and Show Me Christian County.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR A
CHRISTIAN COUNTY HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY.**

WHEREAS Christian County Business Development Corporation d/b/a Show Me Christian County, Christian County, City of Ozark, and City of Nixa wish to facilitate a Christian County Hotel Market and Financial Feasibility Study to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS Show Me Christian County has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS the Intergovernmental Agreement. Attached hereto as "Council Bill Exhibit A," shall establish the responsibilities of each party and cost allocation; and

WHEREAS City Council desires to authorize the execution of the Agreement, attached hereto as "Council Bill Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The Mayor, or designee, is hereby authorized to execute the Agreement attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A." Said document shall be in substantially similar form as the document attached hereto as "Council Bill Exhibit A."

SECTION 2: The Mayor and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

COUNCIL BILL NO. 2022-092

ORDINANCE NO. _____

47

48

49

MAYOR

50

51

52

APPROVED AS TO FORM:

53

54

55

CITY ATTORNEY

CITY CLERK

COUNCIL BILL EXHIBIT A

ROUTE ORDER: Organization signs, route to City Clerk, City Admin/Mayor signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:	
(X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. __			
Ozark	Nixa	Christian County	Show Me Christian County
205 N. 1 st Street Ozark, MO 65721 417-581-2407 Attn: Steve Childers	715 W. Mount Vernon St. Nixa, Mo 65714 417-725-3785 Attn : Jimmy Liles	100 W. Church St. Ozark, Mo 65721 Phone Attn:	P.O. Box 1528 Nixa, Mo 65714 471-212-0699 Attn: Kristen Haseltine

**INTERGOVERNMENTAL AGREEMENT FOR CHRISTIAN COUNTY HOTEL MARKET
AND FINANCIAL FEASIBILITY STUDY**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH:

WHEREAS, Christian County Business Development Corporation d/b/a Show Me Christian County (hereinafter "SMCC"), Christian County (hereinafter "County"), City of Ozark (hereinafter "Ozark"), and City of Nixa (hereinafter "Nixa") wish to facilitate a Christian County Hotel Market and Financial Feasibility Study (hereinafter "Study") to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS, SMCC has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS, this Intergovernmental Agreement shall establish the responsibilities of each party and cost allocation; and

WHEREAS, the Parties believe the Study will benefit the communities.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between SMCC, County, Ozark, and Nixa as follows:

1. **The Study.** The Parties wish to enter into this Intergovernmental Agreement to facilitate the completion of the Study, said Study more specifically detailed in the Proposal attached hereto and incorporated herein as "Exhibit A."

2. **Project Cost.** The Study is anticipated to cost Thirty-Nine Thousand Dollars and no/100 (\$39,000.00) (hereinafter "Project Cost"). SMCC shall invoice the County, Ozark, and Nixa and each party shall pay to SMCC within thirty (30) days of said invoice, the following amounts:

- a. County shall be responsible for \$13,000.00
- b. Ozark shall be responsible for \$13,000.00
- c. Nixa shall be responsible for \$13,000.00

3. **SMCC Responsibilities.** SMCC shall serve as the project manager for the Study. As such, SMCC shall work with the selected consultant, manage the Study tasks, coordinate the collection of any information necessary to complete the Study, assist with site visits, and provide the final Study results to the Parties in an electronic and printed format. SMCC shall pay all consultant invoices. SMCC will not be compensated for this work by the Parties.

4. **County, Ozark, and Nixa Responsibilities.** The County, Ozark, and Nixa shall each provide all information, data, and reports in each party's possession that is necessary for the carrying out of the work.

5. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and SMCC is associated with a business entity, SMCCC shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, SMCC must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. **Assignment.** The Parties shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Parties.

7. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to the Parties at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

8. **Compliance with Laws.** SMCC agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

9. **Benefits.** SMCC shall not be entitled to any of the benefits established for the employees nor be covered by the respective Worker's Compensation Program of the County, Ozark, and Nixa, the parties.

10. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

11. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

**CHRISTIAN COUNTY, MISSOURI,
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION**

By: _____
Ralph Phillips, Presiding Commissioner

By: _____
Lynn Morris, Eastern Commissioner

By: _____
Hosea Bilyeu, Western Commissioner

COUNTY CLERK:

By: _____
Kay Brown

APPROVED AS TO FORM:

By: _____
John W. Housley, County Counselor

CITY OF OZARK, MISSOURI

By: _____
Name:
Print name:

Approved as to form:

By: _____
City Attorney

CITY OF NIXA, MISSOURI

By: _____
Name:
Title:
Approved as to form:

By: _____
City Attorney

**CHRISTIAN COUNTY BUSINESS DEVELOPMENT
CORPORATION D/B/A SHOW ME CHRISTIAN
COUNTY**

By: _____
Name:
Title:

Board Chair: _____
Name:

RE: BUDGET AMENDMENT FOR A BROADBAND FEASIBILITY STUDY

Background:

In April, City Council approved an ordinance allocating funds to be paid to Springfield Utilities to conduct a Request for Qualifications (RFQ) process for a broadband feasibility study. This allocation was to cover the City of Nixa's share of the total costs. Springfield Utilities received several proposals from multiple companies and provided those to the Regional Broadband Initiative (RBI) Board. The RBI Board evaluated the proposals and selected the Broadband Group to conduct the study. The Broadband Group provided the attached scope of work, which was agreed on by all parties of the RBI board.

Analysis:

The total cost for the feasibility study is \$291,860. The same formula was used to calculate the city of Nixa's costs as was used for the RFQ process. This formula is based on the number of addresses within the city limits. The City of Nixa's portion of the cost share is 10.62% of the total costs. Therefore, the City of Nixa's portion is approximately \$31,000.

Recommendation:

Staff recommends approval of the ordinance allowing for a budget amendment in the amount of \$31,000 to cover the City of Nixa's cost share portion of the feasibility study. Staff also recommends these funds be allocated from ARPA funds that the City has received.

MEMO SUBMITTED BY:

Jimmy Liles | City Administrator

jiles@nixa.com | 417-725-3785

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR THE CITY'S PORTION OF THE FEASIBILITY STUDY FOR REGIONAL BROADBAND.

WHEREAS Section 67.040 RSMo. provides that after a budget has been approved no increase in the revenues or expenditures from any fund shall be made unless the governing body adopts a measure setting forth the facts and reasons making the increase necessary and authorizing the increase; and

WHEREAS Section 8.7 of the City Charter authorizes the City Council to amend budgeted revenues and expenditures upon the request of the City Administrator; and

WHEREAS the City Administrator has requested a budget amendment as reflected in "Council Bill Exhibit A" and for the purposes referenced therein; and

WHEREAS the City Council desires to amend the City's 2022 budget for the purposes identified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City of Nixa's 2022 Annual Budget is hereby amended in the accounts and the amounts as shown on "Council Bill Exhibit A," which is attached hereto and incorporated herein by this reference.

SECTION 2: City Council finds that the budget amendment enacted by this Ordinance has been recommended by the City Administrator. The City Administrator is directed to cause the appropriate accounting entries to be made in the books and records of the City to reflect the budget amendment enacted by this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

COUNCIL BILL NO. 2022-093

ORDINANCE NO. _____

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MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$31,000.00	10 - ARPA	Transfers Out	10-111-5490000	Current
\$31,000.00	11 - General	Transfers In – ARPA funds	11-100-40111	
\$31,000.00	11 - General	Professional Fees	11-100-5160000	

Explanation: To amend the current budget of the City of Nixa to appropriate funds for a cost share in a Broadband Feasibility Study.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

Electric	\$285,700
Water	\$1,138,977 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$22,734.47 (net)
Legal	\$57,361
Economic Development	\$13,000
Police	\$110,329
Street	\$289,175
Park	\$47,500
Planning & Development	
TOTAL	<u>\$2,389,883.47</u>

THE BROADBAND GROUP



Rural Broadband Initiative

Scope of Services

Rural Broadband Network Feasibility Study

(RFQ 0000071052)

Prepared by:
The Broadband Group

Submitted: August 18, 2022

PROPOSAL COVER SHEET

Name of Vendor:	The Broadband Group
Address:	900 S. Pavilion Center Drive, Suite 155
City / State / Zip:	Las Vegas, NV 89144
Phone:	(702) 405-7000
Web Address:	broadbandgroup.com
Primary Contact:	Jeff Reiman, President
Primary Contact Email:	jreiman@broadbandgroup.com
Response Coordinator:	Robin Estrada
Coordinator Email:	restrada@broadbandgroup.com

BUSINESS INFORMATION

COMPANY OVERVIEW – THE BROADBAND GROUP

At The Broadband Group, connectivity extends beyond technology. It is about understanding how people live, how businesses work, and how communities thrive.

The Broadband Group (TBG), founded in 1997, is a full-service Technology and Telecommunications Advisory Firm focused on developing unique plans, specifications, and deployment strategies for the delivery of next-generation IP Voice, Video, Data, and Telemetry services for Master Planned Communities, Municipalities, Utility Companies, Broadband Service Providers, and Community Anchor Institutions. TBG is committed to creating value for clients through the formation, implementation, and operation of advanced broadband networks, designed to benefit the social well-being of the communities we serve. TBG empowers communities and municipalities to take full advantage of technology planning possibilities. We provide strategic financial planning, network design, regulatory analysis, and construction management oversight throughout the lifespan of a communications infrastructure project.

For over twenty-five (25) years, TBG has been at the forefront of ongoing issues and changes to regulatory policies, local governance, U.S. Federal Government Grant/Loan and Appropriations opportunities, and urban development/design policies. TBG's experienced and structured approach often drives reform and innovation, creating opportunities while exploring, developing, and implementing previously unidentified strategies for our clients. TBG creates broadband platforms that lead to economic development and growth, improved access to healthcare, and the expansion of educational and remote work opportunities. TBG was also a shareholder in Nevada Broadband Networks, co-recipient of a \$19.6MM Broadband Stimulus Grant, which was successfully sold to Las Vegas-based Switch Communications in February 2016.

TBG has developed Technology Master Plans™ and provided broadband planning advice for clients such as the cities of Ontario and Long Beach, CA, as well as large scale, Master Planned Communities such as Disney's Celebration, Forest City Stapleton, Summerlin (Howard Hughes Corporation), MeadWestvaco's Nexton, Metro Development Group, YarrowBay Holdings, Brambleton, and Newland Communities nationwide. TBG also has several utilities and municipalities as clients including Huntsville Utilities (Huntsville, AL), City Utilities (Springfield, MO), Roanoke Electric Cooperative (Aulander, NC), and Colorado Springs Utilities (Colorado Springs, CO).

In addition, TBG Network Services (TBGNS) is a wholly-owned subsidiary of The Broadband Group and is engaged in network engineering, design, and construction oversight for large-scale fiber projects including, Huntsville Utilities, City Utilities of Springfield, MO, and Roanoke Electric Cooperative. As part of these assignments, TBGNS leads network design decisions and material procurement processes with multiple industry vendors and contractors.

Headquartered in Las Vegas, NV, TBG holds offices in Irvine, CA; Denver, CO; Huntsville, AL; Springfield, MO; Colorado Springs, CO; and Raleigh, NC.

EXPERIENCE & QUALIFICATIONS

Cindy Reiman

Co-Founder & Chief Financial Officer



A founding Partner of the Firm, Cindy Reiman is responsible for financial management, investment strategies, personnel management, human resources, employees' benefits, payroll, and corporate operational policies of The Broadband Group and TBG Network Services.

Prior to joining The Broadband Group, Ms. Reiman served in clinical and supervisory positions as an Emergency and Critical Care Registered Nurse in the United States and Australia. Ms. Reiman also provided management support to various philanthropic organizations including the Sacramento Children's Home, as well as other public and private non-profit organizations. She has served as Board

President of local chapters of Florida, Georgia, and California Parent-Teacher Associations. She served as finance chair on the Board of Trustees for Planned Parenthood of the Rocky Mountains and is currently on the Nevada Advisory Board for Touro University, a private, non-profit higher and professional education institution in Henderson, Nevada.

At The Broadband Group, Ms. Reiman is a member of the Firm's Executive Committee and serves as an Owner/Officer on the affiliated TBG Network Services Inc.

Education

Samuel Merritt University – School of Nursing
Oakland, California

California State University, Hayward
Hayward, California

CCRN – The Alfred Hospital
Melbourne – Victoria
Australia

PROFESSIONAL AFFILIATIONS

California Nurses Association
Touro University of Southern Nevada Advisory Board
Urban Land Institute

Jeff Reiman President



Jeff Reiman brings a comprehensive understanding of technology, capital market structure, and entrepreneurial leadership to assist clients in developing broadband deployment strategies for cities, utilities, and large-scale development projects. As President, Mr. Reiman leads The Broadband Group (TBG) and TBG Network Services (TBGNS) in representing communities to identify achievable wired and wireless broadband strategies. TBG's influence and planning expertise has been instrumental in the creation of successful fiber broadband deployments in markets throughout the nation.

Prior to joining The Broadband Group, Mr. Reiman worked in the Boston office of Credit Suisse investment bank, on the Equities Sales and Trading Floor. Additionally, he has served on the International Sales & Marketing Team of Wave7 Optics, a Fiber-to-the-Home equipment supplier, managing the Mexico, Canada, and Caribbean regions.

Mr. Reiman began his career at the DC headquarters of a Presidential Campaign and is a graduate of Harvard University with a degree in Government. He currently serves as President of the Harvard Club of Nevada.

Education

Bachelor of Arts – Government
Harvard University
Cambridge, Massachusetts

PROFESSIONAL AFFILIATION

Urban Land Institute (ULI) – Lifestyles Residential Development Council
Harvard Club of Nevada - President

Patrick Thibeault

Chief Technology Officer



Patrick Thibeault serves as The Broadband Group's Senior Vice President and Chief Technology Officer after a notable ten-year career with Google Fiber and Alphabet. As a proven industry leader and visionary, he brings advanced design, engineering, and planning acumen to the TBG portfolio.

In his work as Technical Program Manager at Google Fiber, Mr. Thibeault was essential to the development of the Huntsville Utilities fiber network expansion and "Utility Smart Grid Model" initiative in Alabama. He also provided instrumental support for fiber-optic network acquisitions and leases in other municipalities.

Mr. Thibeault has a long history of successful collaboration and negotiation with Internet Service Providers in the U.S. and Asia Pacific Region. In his role with Google's Next Billion Users team, he utilized wireless technologies to bring the Internet to new and emerging markets in Southeast Asia through partnerships with business development teams and third-party Wi-Fi providers.

Mr. Thibeault began his career building, operating, and maintaining networks with the United States Marine Corps, IBM, Severn Trent Laboratories, and DoubleClick. In his role with The Broadband Group, Mr. Thibeault leads all engineering, design, and deployment activity for TBG Network Services, as well as The Broadband Group's Community Development and Municipal planning practice.

Additionally, Mr. Thibeault serves as Vice President of The Romito Foundation, a non-profit organization supporting the local Duchene Muscular Dystrophy community, which aims to improve the quality of life of those afflicted with DMD.

Education

Bachelor of Science, Computer Networking
Regis University
Denver, Colorado

Associate of Science – Data Processing Technologies
Hawaii Pacific University
Honolulu, Hawaii

PROFESSIONAL AFFILIATIONS

United States Marine Corps
The Romito Foundation

Frank Newsom *Sr. Vice President of Network Operations*



Frank Newsom, The Broadband Group's Senior Vice President of Network Operations, has more than 30 years of experience in the telecommunication industry. His expertise focuses on managing, developing, and building telecommunications and fiber-based infrastructure for Tier 1 communications companies such as Comcast, AT&T, Verizon, and others.

Having an extensive history of working in Huntsville, Alabama since 1993, Mr. Newsom now manages the construction oversight of Huntsville Utilities' 1,000-mile network expansion project. Google Fiber serves as the network's Anchor Tenant under the TBG-developed "Utility Lease Model" structure.

Mr. Newsom's background includes supervising both aerial and underground construction for large-scale projects, including hands-on underground and aerial applications surrounding a fiber-based infrastructure platform.

Education

Calhoun Community College
Huntsville, Alabama

Certifications

OSHA 10 Certified
Confined Space Certified

John McKinney *Director of Engineering*



John McKinney brings two decades of field experience that includes fiber network and copper network design, field installation of fiber, and FTTH projects for AT&T and Verizon. John has served as a designer and engineer for highly complex fiber projects. He has coordinated and served as a single point of contact for client project managers, engineers, and construction teams.

Mr. McKinney's experience includes network architecture, network design, telecommunications records, outside plant engineering, aerial design including pole loading and analysis, process design, and project management. He has coordinated and served as a single point of contact for client project managers, engineers and construction teams and provides optimum customer service to scope. He has reviewed financial statements, activity reports, and other performance data to measure productivity and goal achievement to determine areas needing cost reduction and process improvements.

Education

Bachelor of Science – Biological Science
Colorado State University
Fort Collins, CO

Darren Snead *Director of Network Operations*



Darren Snead, Director of Network Operations, has worked in the communications industry for over 26 years. Darren is a subject matter expert in all aerial and underground construction practices, policies, and procedures. Darren currently leads operations for TBG Network Services in Springfield, MO on the City Utilities city-wide fiber expansion project. The 1,100 mile fiber build, with CenturyLink as the network's anchor tenant, is scheduled to be completed in 4Q22, months ahead of schedule.

His background prior to joining TBG Network Services includes building and managing fiber-based infrastructures for companies such as Charter, WOW, and Verizon. Darren most recently worked with Charter Communications, as well as WOW in Huntsville, Alabama. Darren has managed both aerial and underground crews in network upgrades, new builds, and maintenance of current fiber infrastructures and also possesses a strong background in project and materials management.

Education

Alabama Technical College
Gadsden, Alabama

Certifications

SCTE Installation
NCTI Installation

Connie Walker *Operations Manager*



As Operations Manager, Connie Walker facilitates all aspects of administration and project responsibilities in relation to the City Utilities fiber network expansion project in Springfield, MO on behalf of TBG Network Services.

Having more than 20 years of senior management experience in telecom, Connie provides support for: engineering, construction, and finance personnel. This includes materials management as well as daily interaction with clients and vendors to ensure successful project implementation.

Connie is a graduate of Ottawa University, with a Bachelor of Business degree focusing in Management. Prior to joining TBG Network Services, Connie's experience included: strategic planning, client management, contracts, human resources, service delivery, service assurance, and project coordination.

Education

Bachelor of Business – Management
Ottawa University
Overland Park, Kansas

Andrew Hurry

Senior Financial Consultant



As Partner for Britehorn Partners, Andrew Hurry provides services as The Broadband Group's Strategic Partner and Senior Financial Consultant. Britehorn Partners is an M&A Firm that specializes in Technology, Media, and Telecommunications.

Mr. Hurry has over twenty-five years of high-level business experience, including corporate business development, financing, and business operations. His recent engagements in the U.S. have included strategic consulting and business development for Fiber and Telecommunications companies, including Huntsville Utilities with Google Fiber, City Utilities & CenturyLink, DAS wireless services, and regional financial models for municipalities and larger master-planned

developers.

Mr. Hurry drafted the Financial Models for the Huntsville Utilities and City Utilities – Anchor Tenant Network Agreement(s) in place today. His relevant experience includes:

- Strategic Financial Consultant to The Broadband Group, providing business advice and detailed financial analysis related to access and middle mile networks for dark fiber and lit services. Clients include developers, real estate owners, municipalities, and utilities across the U.S.
- Huntsville Utilities – Strategic financial planning, financial model development, and negotiation with Google Fiber as an Anchor Tenant providing residential services to 100,000 homes.
- City of Ontario, CA – Financial Due Diligence of Frontier Communication's acquisition of Verizon's fiber assets.
- Splice Communications – Financial Due Diligence related to the potential acquisition of a CLEC in California.
- \$32M sale of a wireless services company involved in the design, development, and construction of small-cells and DAS systems for National Carriers.
- Led project for the development of financial and strategic plan and financing for the construction and operation of a \$200M fiber and wireless telecommunications company to rural under-served markets in Germany.
- Prepared financial models and investment projections for the submission of a \$40M ARRA government grant application to build out broadband networks and service for remote and unserved populations across the U.S.
- Engaged to develop compelling business case and financial model for \$300M grant application under RUS BTOP Program. Defined strategy to attract and close strategic equity investment of \$60M and oversee definition of preliminary network maps for WiMax deployment in underserved Native American reservations and rural communities across the U.S.

Education

Master of Business Administration – University of London
London, United Kingdom

Financial Registrations

FINRA Series 7, 24, 28, 63

Keller & Heckman LLP **National Communications Law Practice**

Keller and Heckman LLP (K&H) has had, for over 50 years, an elite national communications law practice based in Washington, DC. K&H works with scores of national, regional, state, and local authorities, associations, agencies, and other entities in more than 40 states on a wide range of communications and/or communications infrastructure issues. K&H has deep knowledge and decades of hands-on experience with legal services of the kind described in this RFP.



Jim Baller will serve as project leader for K&H. The Fiber to the Home Council (now the Fiber Broadband Association) has observed that he is “widely regarded as the nation’s most experienced and knowledgeable attorney on public broadband matters.”

Jim Baller and the K&H legal team will assist with two items on this City of Springfield/Regional Broadband Initiative: Item 2 – Policy Analysis and Item 6 – Utility Formation Study. During the last several years, K&H has been working with the Missouri Alliance of Municipal Utilities and the Missouri Power Utility Alliance to analyze and respond to legislation that could adversely affect its members. K&H has also helped clients identify, understand, apply for, and comply with the terms and conditions of broadband stimulus grants or loans.

The firm’s telecommunications team advises clients on fixed, mobile, and broadband wireless matters. It represents infrastructure owners of all kinds in pole, conduit, and other siting matters. It advises and represents clients in a wide range of proceedings, including FCC rulemakings, regulatory compliance and enforcement actions, spectrum acquisitions, and funding competitions.

RVA, LLC. **Market Research & Consulting Firm**

RVA is a privately-owned market research consultancy with a nationally respected brand identity. RVA possesses decades of experience in diverse market research services to a wide range of firms, from Fortune 100 corporations to promising start-ups. RVA is a recognized national leader for advanced market research within the fiber broadband industry.

RVA regularly works with numerous related entities in this field, including the North American Fiber-to-the-Home (FTTH) Council, vendors such as Verizon, Corning, and Clearfield, and is frequently sought for expert opinion in industry and national publications.

For work in the FTTH field, RVA Principal, Michael Render, received the 2005 Cornerstone Award from Broadband Communities Magazine and the 2007 Star Award from the North American FTTH Council. As part of its due diligence process, the FTTH Council had RVA’s work peer-reviewed in 2013, and RVA was praised for its thorough methodology. In addition to national and regional assignments, RVA has conducted over 30 studies involving real estate or community-related projects, including communications research for individual communities or housing developments.

RVA Principal, Michael Render, holds an MBA from the University of Tulsa. Prior to forming RVA in 1990, he was Market Research Director and then Marketing Director for an international consumer electronics company. His extensive professional history includes market research, advertising, public relations, and international sales.

PROFESSIONAL REFERENCES



City of Long Beach, CA – TBG was first engaged in 2016 by the City of Long Beach, California to develop its **Fiber Master Plan** initiative addressing the **Market Research, Engineering and Design Assessment, Financial Modeling, and Operational Metrics** related to the development of a long-term strategic Broadband Access Plan for the City. TBG has been approved by the Long Beach City Council to move forward with the implementation of the Fiber Master Plan.

Lea Eriksen
Director of Technology & Innovation
City of Long Beach
Lea.Eriksen@longbeach.gov
(562) 570-7773

Eric Lopez
Director of Public Works
City of Long Beach
Eric.Lopez@longbeach.gov
(562) 221-6431



City of Ontario, CA – The City of Ontario engaged TBG in 2014 to **Assess, Design, and Financially Model the Operational Structure and Technical Requirements** for the citywide “OntarioNet” broadband initiative. TBG also provided guidance in developing a **Commercial Technology Survey**, used to evaluate the attitudes and perceptions of broadband service within the City. TBG has defined and detailed Conduit Specifications, as well as made recommendations regarding appropriate intra-city department structure and

personnel requirements related to network management. TBG continues to support the City of Ontario in their high-speed Internet initiative by providing industry guidance and counsel.

Jimmy Chang
Director of Innovation, Performance, & Audit
City of Ontario
JChang@ontarioca.gov
(909) 395-2033

Scott Ochoa
City Manager
City of Ontario
SOchoa@ontarioca.gov
(909) 395-2555



City of Huntington Beach, CA – Engaged by the City of Huntington Beach in 2020, TBG provided **Broadband Strategic Guidance & High-Level Scenario Analysis** which addressed **Overall Technology Planning, a Facilities Assessment, and a Financial Analysis**. After conducting interviews and educational sessions with City staff (i.e., City Manager’s Office, Public Works, Police, Administrative Services, etc.), TBG presented findings and recommendations to the city’s Smart Cities committee on deployment strategy, access condition, and general direction of infrastructure

elements required for deployment of wired and wireless broadband facilities by the City and its Service Providers. TBG also provided high-level financial guidance, considerations, and preliminary estimates for potential capital expenditure, revenue potential, and ROI on different broadband investment scenarios.

Sean Crumby
Director of Public Works
City of Huntington Beach
Sean.Crumby@surfcity-hb.org
(714) 374-5348

John Danka
Senior I.T. Manager
City of Huntington Beach
John.Danka@surfcity-hb.org
(714) 960-8893



HUNTSVILLE UTILITIES

ELECTRICITY • NATURAL GAS • WATER

Huntsville Utilities - Engaged TBG in 2013 to conduct a **Feasibility Study and Implementation Plan** related to telecommunications and utility control infrastructure for the municipally owned utility. TBG defined requirements related to

expanding the scale of existing infrastructure, supporting a fully-integrated broadband network, and serving public facilities. In addition to infrastructure and process review, TBG conducted citywide **Market Research**, inclusive of an **Institutional Market Study and Take Rate Regression Analysis** throughout HU's serving footprint. **TBG Network Services (TBGNS)** was tasked with managing the construction oversight and quality assurance monitoring of the network. The Huntsville Network will pass 108,000 residential units in the Huntsville market - a landmark achievement. In 4Q2020, Huntsville Utilities completed a full build-out of the Huntsville Utilities' Fiber Transport Network, with Google Fiber serving as the network's Anchor Tenant under the Utility Lease Model™ structure developed by TBG.

Wes Kelley
President/CEO
Huntsville Utilities
Wes.Kelley@hsvutil.org
(256) 535-1200



City Utilities (Springfield, MO) – Engaged by City Utilities in 2017, TBG developed a **Fiber Network Expansion Plan** which addressed **Market Research, Engineering and Design Assessment, Financial Modeling, and Evaluation of Internal Operational Metrics** for the municipally-owned utility. In August 2019, with TBG's support, City Utilities announced a 1,100-mile network expansion initiative that, when complete, will pass more

than 105,000 homes and offer Gigabit services to homes and businesses via Anchor Tenant Quantum Fiber. By implementing the proven TBG Utility Lease Model™, there will be no increase in utility customer rates. The initiative also marked the second time that a qualified Broadband Internet Service Provider was able to competitively enter a new market that was formerly served only by established Incumbent Providers.

Jeff Bertholdi
Director
SpringNet
JBertholdi@springnet.net
(417) 831-8359



Colorado Springs Utilities (Colorado Springs, CO) – Colorado Springs Utilities (CSU) is the latest and largest municipally-owned utility to implement The Broadband Group's (TBG) **Utility Lease Model™**. CSU first engaged TBG in 2020 to conduct an **Institutional Broadband Network Analysis & Expansion Feasibility Assessment**, later implementing TBG's Utility Lease Model to fund citywide expansion of

advanced fiber infrastructure for utility operations without increasing rates for utility customers. The cost of the utility's investment is significantly offset by a non-exclusive lease of excess bandwidth in the fiber network to an Internet Service Provider (Ting) that delivers gigabit Internet to residents and businesses.

Brian Wortinger
Manager, Fiber Optics & Telecommunications
Colorado Springs Utilities
BWortinger@csu.org
(719) 668-6753

PROJECT SCOPE

RURAL BROADBAND NETWORK FEASIBILITY STUDY

1. **Technology & Trends Review**

Description: Access to advanced connectivity increasingly shapes the decisions of where we live, work, shop, and socialize. The technologies that are now considered necessary to daily living require ubiquitous access to high-performance wireless and wired (fiber) infrastructure. For over twenty-five (25) years TBG has helped to shape and lead the telecommunications industry in creating sustainable business plans supporting investments in fiber broadband infrastructure in markets nationwide.

Leveraging decades of best practices and lessons learned, TBG will present a forward-thinking overview of the wired and wireless broadband industry, emerging technologies, and realistic capabilities as it relates to the implementation of large-scale fiber networks. In addition to a written summary as part of the Final Report, TBG will lead in-person planning and training sessions with RBI stakeholders. Content and information would include:

Understanding Fiber

- Fiber vs. Coax vs. Copper
- Defining Bandwidth & Gigabit+ Speeds
- Fiber-to-the-Home (FTTH) Increases Property Value
- Wireless (cellular & Wi-Fi) as a Complimentary Technology
- Leveraging Dark Fiber
- Various Network Architectures (Centralized vs. Distributed Split)

Application for Rural Broadband Initiative

- Business Case Options
- Network Design Priorities
- Construction Considerations (Aerial vs Underground)
- Performance Measurements & Industry Standards
- Typical Design Considerations
- Poles & Make Ready Engineering

2. **Policy Analysis**

Description: TBG, with its partner Keller & Heckman LLP (K&H), will review and analyze the current applicable federal and Missouri communications laws, policies, and regulations governing the proposed public network and the services to be offered, including all applicable federal and state communications regulatory compliance requirements. The analysis will contain a “red flag” review of the key legal and regulatory requirements as well as pending future legal developments that could impact the RBI. While the analysis will focus on communications laws, it will also identify at a high level other key legal and regulatory non-communications issues that may need to be addressed as part of the project, including bond and tax issues.

Based on this analysis and working with members of the RBI, K&H will make recommendations as to how best to structure the RBI’s potential approach to comply with applicable legal and regulatory requirements, including positioning the RBI to address legislative changes and funding opportunities as the broadband provisions of the Infrastructure Investment and Jobs Act (“IIJA”) is implemented.

The specific structural recommendations would then be developed based on further input and guidance from RBI Board.

It is likely that the State of Missouri will be formulating its responses to National Telecommunications and Information Administration’s implementation of the IIJA’s Broadband Equity Access and Deployment (“BEAD”) Act at the same time as the initial legal and regulatory analysis is undertaken and therefor the analysis will be adjusted as necessary to address changes and opportunities brought about because of BEAD Act funding opportunities within the State.

3. **Service & Infrastructure Analysis**

Description: TBG will perform desktop analysis of the incumbent Internet Service Providers’ (ISP) existing broadband infrastructure within the RBI serving footprint, evaluating the bandwidth and capacity of the “as is” infrastructure layout. TBG will work with RBI stakeholders’ staff to determine if the existing or planned infrastructure components are sufficient for the present and future bandwidth requirements of both public and private entities.

Outcomes of the analysis will include GIS maps illustrating the physical extent of fiber-optic lines, service areas, incumbency, and level of services provided. TBG notes that information will be limited to the information that can be found/made available (i.e., is publicly available) and might be constrained by limited access permitted by incumbent service providers.

As RBI explores opportunities for service models that could be utilized to advance investments in new or improved broadband facilities, it will be critical that any approach be made with an appreciation of the core metrics of the broadband industry. TBG has created successful service models for both incumbent service providers ([Verizon's first FTTH network \(2002\)](#), [Qwest/CenturyLink/ Lumen's first FTTH network \(2005\)](#)) as well as for [utilities](#) and [cities](#), but cautions that every market introduces unique challenges that must be fully addressed when exploring potential deployment and operating models.

TBG uniquely brings twenty-five (25) years of industry experience with best practices and lessons learned that will be applied to the analysis of potential service models for RBI. Identified service models would include Municipally provided services, [Utility Lease Model](#), and private investment by qualified service and/or infrastructure providers.

4. **Site Analysis**

Description: TBG will complete a desktop and onsite targeted site analysis of the RBI serving footprint's public assets that can be used in the creation of the proposed fiber network design, construction, and operation. Both physical assets and related regulatory considerations will be reviewed including pole, conduit, and other wired and wireless infrastructure placement issues and priorities.

Access to poles will be a particular focus as this could have material impacts on the construction costs and timelines for a potential fiber network. TBG, together with sub-contractor K&H has extensive experience in this regard. Specifically, K&H represents utility infrastructure owners in negotiating regulated and non-regulated wireline and wireless attachments to infrastructure and in litigating attachment and access disputes against cable operators, telecommunications carriers, and wireless infrastructure companies under federal and state pole attachment laws and regulations.

5. **Market Analysis**

Description: TBG will complete an investment grade scientific market research study that will use a combination of various surveying methods such as online, telephone, and mail to get the best sample of various demographics in the community at the best possible value.

- **Community-Wide Market Study (Residential)**

Description: A primary survey of residents within the RBI service footprint to assess current satisfaction with existing Providers and services, interest in potential new service(s) such as Gigabit Internet offerings, level of acceptance of costs (current and anticipated), overall interest in possible Government provided services, projected take rates, potential ARPU (Average Revenue Per User), and future marketing messaging and positioning.

- **Community-Wide Market Study (Commercial)**

Description: A primary survey of businesses within the proposed service footprint will be completed to assess current satisfaction with existing Providers and services, interest in potential new service(s) such as Gigabit Internet offerings, level of acceptance of costs (current and anticipated), overall interest in possible Government provided services, projected take rates, potential ARPU (Average Revenue Per User), and future marketing messaging and positioning.

6. **Utility Formation Study**

Description: TBG, with its partner Keller & Heckman LLP (K&H), will provide legal, planning, and policy analysis surrounding the requirements and steps necessary to create a regional public broadband utility in Missouri. K&H will review and assist in the development of recommendations on possible regional public utility models for achieving the RBI's objectives.

Peer Analysis: There are a number of long-standing regional municipal consortia and multi-community broadband networks in operation around the country. While no two community broadband networks or regions of the country are identical, with each community having its own specific needs and considerations, it is nevertheless often useful for community leaders seeking to develop a new network to understand and learn from other similarly situated networks. As part of the Utility Formation Study, TBG and H&K will perform a survey of other comparable regional collaborations to provide further insight into benefits and potential challenges of various structures.

Programming & Finance Evaluation

Description: A key aspect of the overall Project scope is the development of an iterative, functional Financial Model to evaluate different investment or partnership structures for the Project (including operating, revenue, and Financing Models) and assisting the RBI in determining the optimal business strategy. The Model will also provide guidance related to industry-specific knowledge that may impact the financing and marketing of the proposed infrastructure investments.

7. Financial Model

Description: TBG will develop a 10-year Financial Model that will facilitate the market selection process, including an evaluation of the impact and sensitivity of the following assumptions:

- Revenue sources, including various product offerings and pricing variability (e.g., leased space/facilities, internet backhaul, services)
- Capital Expenditure requirements based on preliminary engineering assessments (e.g., fiber construction, construction methods, building specifications, electronics requirements) and the Feasibility Design
- Industry-standard Operational Expenses, including estimated headcount needs
- Changes in construction timelines and schedules
- Rapid comparison of multiple scenarios and business cases

The Financial Model will provide a tool to evaluate business options and is not designed as a detailed budget for construction. The Model will provide comprehensive ownership/operational structural overviews to outline aspects of investment, risk, return, and financing of various operational/financial solutions.

Such Owner/Operation Business Models will be evaluated to include, but are not limited to:

- Capital Construction Costs (based on available market engineering and construction costs data)
- Operating Income and Cash Flow with Complete Financial Statements
- Projected Revenues and Benefits
- Uses and Sources of Funds / Operational Expenses / Depreciation Schedule
- Debt Service Analysis
- Multiple Scenarios with Key Assumptions

Each of the Operating Concept Models will be summarized to describe the merits, as well as potential disadvantages of each scenario, together with recommendations for improved financial performance. In correlation with the engineering and market assessments and recommendations, financial options will be ranked and recommended according to the viability potential of the identified Business Models. TBG will explore various business structures to mitigate risks and growth inhibitors.

Project Identification & Final Recommendations Report

8. **Project Identification**

Description: Utilizing the information gathered in the analysis, TBG will present a proposed project plan or plans that may lead to the creation of a reliable high-performance broadband network throughout the RBI's counties and cities. Key elements of the proposed project plan(s) will include:

- Business Model Options
- Cost Estimates for Each Business Model
- Broadband Network Business Model Recommendations
- Network Design Considerations
- Regulatory Assessment Related to Elements of Business Models and Customer Base
- Market Research
- Technology Recommendations and Material Procurement Options
- Summary Operational Plan
- Presentation of Findings to Management
- Construction Management Strategy

TBG would work with the RBI stakeholders in a way that "personalizes technology," with lessons learned from industry-leading initiatives, along with sound data supporting the impact and value that telecommunications and technology can bring to the economic development agenda of the rural Missouri planning area.

9. **Final Report**

Description: Through the implementation of the elements outlined in this Scope of Services, The Broadband Group will support the RBI in its efforts to ensure a more productive and connected broadband future.

Focused initially on residents and businesses, TBG will draw on its experience to position the RBI Fiber Network to serve as a foundation for both wireline and terrestrial wireless applications, and IP enabled services supporting the delivery of Government Services, Telehealth, Distance Education, Public Safety Services, and Job Creation – all combining to attract innovators to any community, residents to any property, and tenants to any commercial building.

The Final Report will summarize key findings expressed in the RBI's Rural Broadband Network Feasibility Study.

WORK PLAN SUMMARY - BUDGET

PROFESSIONAL TIME/RESOURCE ESTIMATE

SUBJECT	AVG. HOURS PER MONTH	RESOURCE	MONTHS OF ACTIVITY	ESTIMATED BUDGET*
Technology & Trends Review	24	Business & Network Planning	1	\$ 6,360
Policy Analysis	35	Business & Network Planning	4	\$ 37,100
Service & Infrastructure Analysis	35	Principal Engineering	4	\$ 42,000
Site Analysis	24	Business & Network Planning	2	\$ 12,720
Utility Formation Study	28	Business & Network Planning	4	\$ 29,680
Programming & Finance Evaluation	30	Financial Analysis	4	\$ 36,000
Project Identification	50	Business & Network Planning	4	\$ 53,000
Final Report	50	Business & Network Planning	2	\$ 26,500
Administration/Operations	10	Operations	6	\$ 9,000
TOTAL (Material Expenses billed separately as costs are incurred)				\$ 252,360

MILESTONE DELIVERABLES

DESCRIPTION	
Market Research Study & Analysis (Consumer)	\$ 23,600
Market Research Study & Analysis (Business)	\$ 15,900
TOTAL	\$ 39,500

Major Deliverables to be billed as costs are incurred (including Term ending Summary Reports)

TRAVEL

DESCRIPTION
Travel at Cost & As Approved

Travel expenses submitted only as costs are incurred.

TOTAL

DESCRIPTION	COST
Professional Time/Resource Estimate	\$ 252,360
Licensed Milestone Deliverable Cost	\$ 39,500
TOTAL (+Travel at Cost & As Approved)	\$ 291,860

TERM: September 6, 2022 – March 1, 2023

PROFESSIONAL FEES

RESOURCE	RATE	RESOURCE	RATE
Business & Network Planning	\$265/hour	Principal Engineering	\$300/hour
Financial Analysis	\$300/hour	Operations	\$150/hour

PROPOSED PROJECT TIMELINE

RURAL BROADBAND NETWORK FEASIBILITY STUDY

Task	Start Date	End Date
Notice of Award	August 29, 2022	
Project Kickoff	September 6, 2022	
1. Technology & Trends Review	September 6, 2022	October 7, 2022
2. Policy Analysis	September 6, 2022	December 31, 2022
3. Service & Infrastructure Analysis	October 1, 2022	January 31, 2023
4. Site Analysis	October 1, 2022	November 30, 2022
5. Market Analysis	TBD	TBD
6. Utility Formation Study	October 1, 2022	January 31, 2023
7. Programming & Finance Evaluation	October 1, 2022	January 31, 2023
8. Project Identification	November 1, 2022	February 28, 2023
9. Final Report	Estimated Delivery Date: March 1, 2023	
Total Estimated Project Duration		Six (6) Months

Note: Timeline is a high-level estimate and is subject to change as discussions with RBI stakeholders evolve.



SAMPLE AGREEMENT & NOTICE TO PROCEED

RURAL BROADBAND NETWORK FEASIBILITY STUDY

If approved, please execute, and return one (1) copy to The Broadband Group, 900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144.

NOTICE TO PROCEED INDICATES APPROVAL OF:

- SCOPE OF WORK
- FEE AND REPRESENTATION SUMMARY TERMS AND CONDITIONS

AGREED AND ACCEPTED

The Broadband Group

By: Jeffrey M. Reiman

Date: August 18, 2022

Title: President

Signature: _____

Rural Broadband Initiative (RBI)

By: _____

Date: _____

Title: _____

Signature: _____

Unless informed to the contrary in the space provided below, the monthly invoices and reports will be sent to the attention of the individual executing this agreement:

Name: _____

Title: _____

E-mail Address: _____

Invoicing Address: _____

Telephone Number: _____

Term: September 6, 2022 – March 1, 2023

Reference: August 18, 2022

Re: Professional Technology Planning Consulting Services
Rural Broadband Initiative (RBI)
 Rural Broadband Network Feasibility Study (RFQ 0000071052)



SAMPLE FEE AND REPRESENTATION SUMMARY

We would be pleased to accept this assignment. This letter Agreement sets forth the terms of engagement. Our references to "you" or "your" in this letter agreement are intended to refer to the identified representative on behalf of the Rural Broadband Initiative Board (RBI).

CONSULTING SERVICES TO BE PROVIDED BY THE BROADBAND GROUP. We would agree to provide the services outlined in this proposal. In addition, we would perform such other business matters as you may request from us from time to time and to which we agree.

WHO WILL PROVIDE CONSULTING SERVICES. It is the practice of The Broadband Group (TBG) to assign a principal Consultant to each representation. Subject to the supervisory role of the principal, your work, or parts of it, may be performed by other consultants, engineers, and operations staff at or in TBG. Such delegation may be for the purpose of involving such consultants, engineers or operations staff with special expertise in a given area or for the purpose of providing services on an efficient and timely basis. Upon request, we will advise you of the names of those individuals who have worked or who we anticipate will work on your engagement.

RESPONSIBILITIES OF THE BROADBAND GROUP. It will be our responsibility to perform the services called for under this agreement, to take reasonable steps to keep you informed of progress and developments and to respond promptly to your inquiries and communications. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the effectiveness of certain strategies and courses of action or statements of opinion regarding the outcome of this engagement are expressions of our best professional judgment but are not guarantees. Such opinions are necessarily limited by the extent of our knowledge of the facts and are based on the state of the industry, applicable regulatory law, or practical applications at the time they were expressed.

CLIENT RESPONSIBILITIES. In order to enable us to perform these consulting services, please provide us with all background information on your community or business available to you that may be necessary for us to perform our services or that we may reasonably request, and update us regarding any changes in such information.

Additionally, please advise us whether any document we have prepared or received and sent to you for your approval or review reflects and is consistent with your understanding and expectations in this engagement.

Upon engagement, we ask that you not sign any document related to telecom infrastructure financing or Telecommunications Service Provider access consideration until the Rural Broadband Network Feasibility Study deliverable is complete or without first having reviewed and sought our mutual approval. This is very important so as to not restrict any opportunity that might maximize the opportunities and business elements of a Plan or future investment.

We will request that you designate someone as your authorized representative to direct us and to be the primary person to communicate with us regarding the consulting services to be provided during the engagement as described in this letter agreement. This designation is intended to establish a clear line of communication and authority and to minimize potential uncertainty in communication.

BILLING. We account for all the time our consultants and other professional personnel spend working on your matter, such as conferences with you or with others on your behalf, telephone conferences, correspondence, research, preparation and revision of documents, preparation for and appearances with carriers, customers, regulators, etc. We will keep records of the time each of our consultants and staff devote to this engagement. We record our time in units of quarters of an hour. In addition to fees for services rendered, expenses incurred by us on your behalf will be billed to you.

Our invoices describe the work performed by each person and the date such work was performed. Each entry also shows the amount of time expended and the total billing rates for that entry.

FEE STRUCTURE. All fees have been outlined in our Scope of Services. We change our billing rates from time to time based upon changes in our costs, each consultant's expertise, and other conditions. If hourly rates are changed, you will be notified on your monthly billing invoice. If you have questions concerning any new rates, please contact us immediately. Unless you object promptly to such new rates, we will proceed based upon the new rates.

GENERAL DISCLOSURES AND REQUESTS FOR CONSENT. We recommend that the City Utilities of Springfield review the terms of this letter agreement (this Fee & Representation Summary) to ensure that it is agreeable to you, that it adequately reflects your understanding of the relationship this letter agreement establishes, that the fees and other compensation are fair and reasonable under the circumstances, that the disclosures that follow are clear, and that the waivers and consents are reasonable. City Utilities of Springfield's approval of our Agreement shall constitute acknowledgement of this Fee & Representation Summary. If you have any questions or concerns, please do not hesitate to contact us.



SUSPENSION OF ENGAGEMENT. If you want us to stop working on your matter, you must notify us promptly. If you fail to fulfill any of your responsibilities to us as set forth in this letter agreement, including your responsibility to pay our billings in a timely manner, we may stop work on this engagement until the problems are corrected or as it may become necessary for us to withdraw from your representation.

TERMINATION OR WITHDRAWAL FROM REPRESENTATION. The consultant-client relationship is one of mutual trust and confidence. We encourage our clients to inquire about any concern relating to the matter, our representation, our fee arrangements, or our monthly invoices.


You may terminate our representation upon thirty days' notice, with or without cause. If termination occurs, your papers and property will be returned to you upon request. Our own files pertaining to the project and assignment will be retained. Termination of our services will not affect your responsibility for payment of services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We try to identify and discuss with our clients any situation that may lead to our withdrawal. If withdrawal becomes necessary, we will give you notice of our intention to withdraw.

OTHER STANDARD TERMS OF THIS LETTER AGREEMENT

Severability in Event of Partial Invalidity. If any provision of this letter agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire letter agreement will be severable and will remain in effect.

Nevada Law. This letter agreement is deemed to be entered into at our office in Las Vegas, Nevada and shall be interpreted according to Nevada law, excluding its conflict of laws provisions.



The Broadband Group & TBG Network Services
900 S. Pavilion Center Drive • Suite 155
Las Vegas, NV 89144
broadbandgroup.com • 702.405.7000



RE: A RESOLUTION OF THE NIXA CITY COUNCIL SUPPORTING THE TAX CREDIT APPLICATION OF PARKER DEVELOPMENT TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION, TO SUPPORT THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED ALONG THE 900 BLOCK OF SOUTH GREGG ROAD

Background:

Parker Development is applying for Low Income Housing Tax Credits (LIHTC) from the Missouri Housing Development Commission (MHDC) for a development called Westbury Place. The property is approximately 5.9 acres found along the 900 block of South Gregg Road. The developer is requesting a resolution of support from Nixa City Council that will go with their application to show community support of the project. The developer's concept for the project describes the construction of multi-unit residential buildings containing as many as forty-eight (48) total housing units. If developed as part of the MHDC's LIHTC program, the housing units will be supplied at a rent determined to be affordable to families with incomes at or below 60% of the area median income (AMI).

Analysis:

The site subject to the application is currently found within the City's R-3 (multi-family) zoning district, which would allow the development of the project as described.

Recommendation:

Staff recommends the approval of this resolution of support.

MEMO SUBMITTED BY:

Scott Godbey | City Planner

sgodbey@nixa.com | 417-725-5850



RESOLUTION NO. 2022-091

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA SUPPORTING THE TAX CREDIT APPLICATION OF PARKER DEVELOPMENT TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION TO SUPPORT THE DEVELOPMENT OF PROPERTY GENERALLY LOCATED ALONG THE 900 BLOCK OF SOUTH GREGG ROAD.

WHEREAS Parker Development has indicated that it intends to file an application with the Missouri Housing Development Commission ("MHDC") for Low Income Housing Tax Credits; and

WHEREAS said tax credits are intended to assist with the development of property generally located along the 900 block of south Gregg Road within the City of Nixa; and

WHEREAS said development, referred to as Westbury Place, currently consists of constructing multi-unit residential buildings containing as many as 48 total housing units; and

WHEREAS City Council desires to express its support for the application of MHDC tax credits by Parker Development for the development of Westbury Place.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council supports the application of Parker Development to the Missouri Housing Development Commission for Low Income Housing Tax Credits to support the development of Westbury Place. This Resolution is adopted solely to evidence the City Council's support of an application of tax credits administered by MHDC. Nothing in this Resolution shall be construed as endorsing or evidencing the City's approval of any development application which may be filed with the City in connection with Westbury Place or the parcel generally located along the 900 block of South Gregg Road, including without limitation, any zoning approval, subdivision approval, or any building code approval.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 19th DAY OF September, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

RESOLUTION NO. 2022-091

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RE: A RESOLUTION OF THE NIXA CITY COUNCIL AUTHORIZING A MULTI-DAY EVENT WITH SALE AND DISTRIBUTION OF BEER AND WINE FOR CREEPIN' AT THE CROSSROADS SPECIAL EVENT

Background:

Creepin' at the Crossroads is an annual Halloween and Fall festival located in downtown Nixa. The event is planned to start on 10/22/2022 and end by 6am on 10/23/2022. The event qualifies as a special event according to the provisions of Section 16-320 of the Nixa City Code and is, therefore, required to obtain a Special Events Permit for the event. The event sponsor is the Nixa Downtown Revitalization Committee.

Section 16-325 of the Nixa City Code requires City Council to authorize multi-day events and for events that involve the sale or distribution of alcohol on city-owned property.

Analysis:

The special event is planned to involve the sale and distribution of alcohol on city-owned property and is a multi-day event. The specific location for the sale and distribution of alcohol is the public parking lot located at the northeast corner of South Main Street and East Elm Street. The applicant is in pursuit of a Picnic Liquor License to be issued by the Missouri Division of Alcohol and Tobacco Control to sell and consume alcohol within the confines of the event. Should the picnic license not be issued by the State, the authorization provided by the resolution shall become void.

The event plan involves the temporary closure of South Main Street and East Elm Street, along with the closing of the before mentioned public parking lot.

Recommendation:

Staff recommends the authorization of the sale and consumption of alcohol and the authorization of a multi-day event on the condition that all other requirements of chapter 16 are satisfied and that the Missouri Division of Alcohol and Tobacco Control issues the appropriate license(s) for the event.

MEMO SUBMITTED BY:

Scott Godbey | City Planner

sgodbey@nixa.com | 417-725-5850

RESOLUTION NO. 2022-092

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE SALE OR DISTRIBUTION OF ALCOHOL ON CITY PROPERTY AND AUTHORIZING A MULTI-DAY EVENT FOR THE PROPOSED “CREEPIN’ AT THE CROSSROADS” SPECIAL EVENT.

WHEREAS Chapter 16, Article IX of the Nixa City Code contains the City’s regulations regarding special events; and

WHEREAS said Article authorizes the Director of Planning and Development to issue Special Event Permits under certain terms and conditions; and

WHEREAS Section 16-325 requires City Council’s authorization prior to the issuance of a Special Event Permit for any special event which includes: (1) the selling or distribution of fermented malt beverages on City-owned property or (2) for any multi-day special event; and

WHEREAS an application has been filed, which is attached hereto as “Resolution Exhibit A,” for a Special Event Permit for an event referred to as “Creepin’ at the Crossroads”; and

WHEREAS said application states that the special event is to include the sale or distribution of fermented malt beverages or wine on City-owned property and that the event will be conducted over the course of multiple days; and

WHEREAS City Council desires to authorize the sale or distribution of alcohol on City-owned property and authorized the event as a multi-day event, provided that all applicable provisions of the Nixa City Code are complied with.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby provides authorization to allow for the sale or distribution of fermented malt beverages or wine on City-owned property and authorization for a multi-day event, as required by Section 16-325 of the Nixa City Code, for the proposed special event “Creepin’ at the Crossroads,” said event being more particularly described on the Special Events Permit Application attached hereto, and incorporated herein by this reference, as “Resolution Exhibit A.” Said authorization is expressly subject to full compliance with all applicable provisions of the Nixa City Code, including, without limitation, the provisions of Chapter 16, Article IX of the Nixa City Code.

SECTION 2: The City Administrator, or designee, is hereby authorized to do all things necessary or convenient to carry out the terms of this Resolution provided that such actions are consistent with the terms and intent of this Resolution.

RESOLUTION NO. 2022-092

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 19th DAY OF September, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SPECIAL EVENTS PERMIT

Applicant Information			
Date of Application 9/7/22		Permit No.	
Applicant Name NDRC			
Mailing Address - Street Name/Number (Applicant) PO Box 1533		City Nixa	State Mo
		Zip Code 65714	
Applicant Phone Number 417-848-2733		Applicant Email Address crossroads@downtownnixa.com	
Address or location of Special Event (Please submit a map showing location) South of 14 on Main st. to Glenn, East to Water on Elm & city parking lots (see map for road closure request)			
Sponsor Information			
Sponsor Name Mark Anderson			
Mailing Address - Street Name/Number (Applicant) 301 S. West st		City Nixa	State MO
		Zip Code 65714	
Sponsor Phone 41788482733		Sponsor Email mark@onsideconstruction.com	

- Estimated number of participants. 5000
- Will there be off-premise advertising? Yes ☒ No ☐
- Will there be off-premise vendors? Yes ☐ No ☒
- Will there be a live band or sound system, lighting or loud speakers during the event? (If yes, please provide a plan or description for the location of equipment) Yes ☒ No ☐
- Will there be animals present for the event? Yes ☒ No ☐
- Will there be provision for disposal of sanitary waste sewage for the event including toilet facilities, and the disposal of garbage, trash, and refuse? Yes ☒ No ☐
- Will you be serving alcohol? * Yes ☒ No ☐
- Are you going to close the street for the event? ** Yes ☒ No ☐

*Multi-Day events or any event serving or distributing alcohol will require approval from Nixa City Council.

** For events requiring the closure or blockage of any street, alley, or road; or the use of any city-owned property or right of way areas, submission of a liability policy in the amount of one million dollars (\$1,000,000) for any injury to any person, including death, arising out of one incident. The City of Nixa shall be an additional named insure for each of the above-referenced policies and the special event sponsor(s) shall execute a Hold Harmless Agreement indemnifying the City of Nixa.



The cost of City services or equipment that is used for the event will be incurred by the applicant.

Purpose and /or Description of Event

5th annual Creep'n at the Crossroads Fall Festival... Our event has grown into a fall festival that will include vendors along with our extraordinary trick or treat booths. The event will consist of but not limited to games, contests, live music, beer garden, dog show, dancers, local business promotions and vendors. Actual event open to the public times are 10am-10pm

Start Date & Time

10/22/22 at 6:00am

End Date & Time

10/23/22 at 6:00am

I hereby certify that the answers and other information on this application are true and correct and I have ready and understand the above procedures and requirements as they pertain to City Special Events Regulations and by signing this form, acknowledge compliance with these rules.

Signature of Applicant



Date

9/7/22

Printed Name

Mark Anderson President NTRC

For Office Use Only

Approved

☐

Denied

☐

City Planner Signature

Date

Parks Director Signature

Date

Notes

Police Chief Signature

Date

Notes

Public Works Director Signature

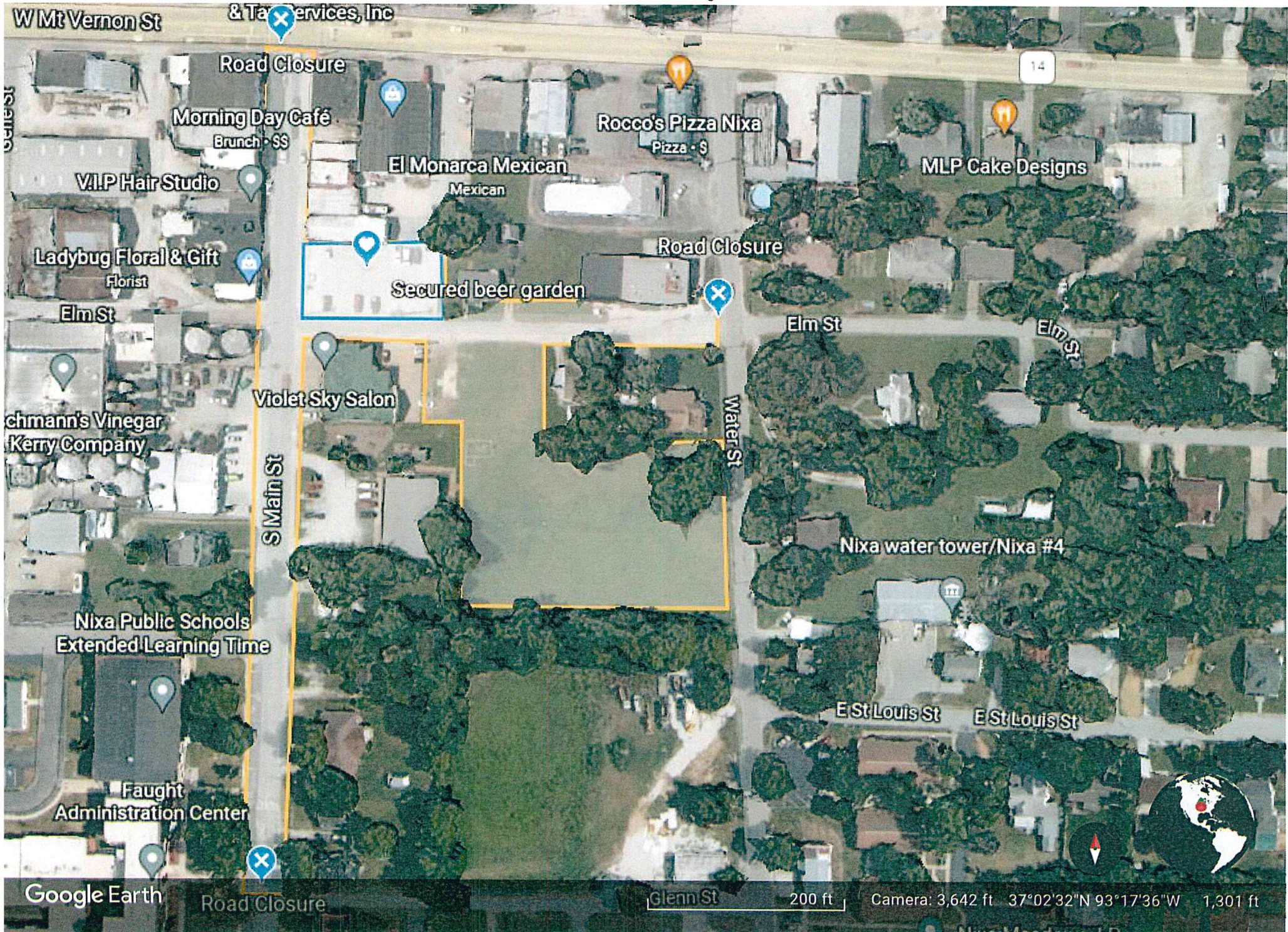
Date

Notes

Approved by City Council Resolution Number:

Date





RE: REGIONAL BROADBAND INITIATIVE BOARD MEMBER APPOINTMENTS

Background:

In April, City Council approved an agreement to participate in the regional broadband initiative (RBI.) This agreement put in place an RBI board and ensured each community that participated in the agreement held a seat on the board.

Analysis:

The RBI Board has agreed to have each participating community assign a board member and a proxy board member. To ensure clarity, each community is asked to provide documentation showing the board members selected. The attached resolution would appoint myself as the primary board member for our city and would appoint Assistant City Administrator / Public Works Director Doug Colvin as the proxy board member. If approved, the resolution will be sent to the RBI Board for documentation.

Recommendation:

Staff recommends the passage of the resolution appointing the board members.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

RESOLUTION NO. 2022-093

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA MAKING
APPOINTMENTS TO THE REGIONAL BROADBAND INITIATIVE BOARD.**

WHEREAS the City of Nixa participates in the Regional Broadband Initiative via an intergovernmental agreement approved in April of this year; and

WHEREAS the Agreement established a board to be made up of representatives from each participating agency; and

WHEREAS the City Council desires to appoint Jimmy Liles, City Administrator, as the City's representation of the board and to appoint Doug Colvin, Assistant City Administrator as proxy.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Council hereby appoints Jimmy Liles, City Administrator, as the City's representative member of the Regional Broadband Initiative Board and to Doug Colvin, Assistant City Administrator as proxy.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 19th DAY OF September, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RE: AN ADMINISTRATIVE DELAY ON APPLICATIONS AND PERMITS FOR SELF STORAGE LAND USES OCCURRING ALONG MASSEY BOULEVARD, MT. VERNON STREET, AND MAIN STREET.

Background:

Staff has been asked to begin work on drafting amendments to the City Code regarding self storage land uses. Specifically, staff has been asked to propose amendments to the Code which would remove self storage land uses from the list of permitted uses in General Commercial, Highway Commercial, and Neighborhood Commercial districts located along Massey Boulevard, Mt. Vernon Street, and Main Street.

Analysis:

City staff needs adequate time to draft these requested amendments. Additionally, because such amendments will modify the City's zoning ordinance, the Planning and Zoning Commission will need adequate time to give full consideration and debate for such amendments. Further, the City Council itself needs adequate time to consider and debate any potential amendments.

Given these concerns, an administrative delay may be warranted while these potential amendments are drafted and considered via the appropriate approval process.

An administrative delay is a pause on certain City approvals while the City undertakes the process of considering legislative amendments. It is intended to provide a pause period whereby the legislative body of the City is not forced to adopt hasty legislation or is forced to accept applications and process applications during the legislative process.

The Resolution presented for Council's consideration would impose an administrative delay on applications and permits for self storage land uses occurring within General Commercial, Highway Commercial, and Neighborhood Commercial Zoning Districts which are fully or partially located within 500 feet of the right-of-way of Massey Boulevard/Highway 160, the right-of-way of Mt. Vernon Street/Highway 14, and the right-of-way of Main Street/Highway CC.

The administrative delay is set to expire on December 31, 2022. It is staff's intention to include language in the approval ordinance for any potential code amendments which would dissolve this administrative delay upon approval of said ordinance.

Recommendation:

To provide staff, the Planning and Zoning Commission, and the Council adequate time to consider potential amendments to the City Code, staff recommends approval of this Resolution.

MEMO SUBMITTED BY:

Nick Woodman | City Attorney

RESOLUTION NO. 2022-094

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA IMPOSING AN ADMINISTRATIVE DELAY ON THE ACCEPTANCE, PROCESSING, AND APPROVAL OF APPLICATIONS AND PERMITS FOR SELF STORAGE LAND USES WITHIN CERTAIN GENERAL COMMERCIAL, HIGHWAY COMMERCIAL, AND NEIGHBORHOOD COMMERCIAL ZONING DISTRICTS GENERALLY LOCATED ALONG MASSEY BOULEVARD, MT. VERNON STREET, AND MAIN STREET.

WHEREAS City Council desires to impose an administrative delay on the acceptance, processing, and approval of applications and permits for self storage land uses occurring within General Commercial, Highway Commercial, and Neighborhood Commercial Zoning Districts generally located along Massey Boulevard, Mt. Vernon Street, and Main Street; and

WHEREAS the City Council desires to impose this administrative delay to allow staff, the Planning and Zoning Commission, and the City Council, adequate time to consider amendments to the City Code to modify where self storage land uses are authorized within the City; and

WHEREAS the City Council desires to ensure that the City's highest tier commercial areas are preserved for commercial activity which generates revenue for the City and furthers additional commercial development within these areas while also ensuring that appropriate land uses are otherwise allowed within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby directs the City Administrator to delay the acceptance, processing, and approval of applications and permits for self storage land uses occurring within General Commercial, Highway Commercial, and Neighborhood Commercial Zoning Districts which are fully or partially located within 500 feet of the right-of-way of Massey Boulevard/Highway 160, the right-of-way of Mt. Vernon Street/Highway 14, and the right-of-way of Main Street/Highway CC. City Council further directs that no such applications or permits shall be accepted for filing nor shall filed applications or permits continue to be processed for action by the City, the City Council or the Planning and Zoning Commission, during the pendency of the administrative delay imposed herein.

SECTION 2: The administrative delay imposed herein shall continue from the date of passage of this Resolution until December 31, 2022, unless further extended by the City Council.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

RESOLUTION NO. 2022-094

ADOPTED BY THE COUNCIL THIS 19th DAY OF September, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY