



**NIXA CITY COUNCIL  
Tentative Agenda  
August 15<sup>th</sup>, 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:**  
American Legion Post 434 Day

**Visitors (Speaker Card Required; Comments Limited to 5 Minutes):**  
None Scheduled

**Presentations:**  
American Legion Post 434

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

**Council Bill #2022-081** Granting Special Use Permit 22-003 to Authorize a Short-Term Residential Rental Use for the Single-Family Zoned Property Located at 876 East Scott Wayne Dr

**Council Bill #2022-082** Amending Chapter 2, Article I, of the Nixa City Code by Readopting Section 2-4 as Authorized by Section 105.485 RSMo. for the Purpose of Establishing Provisions Related to Conflicts of Interest and Financial Disclosure

**Council Bill #2022-083** Establishing and Levying Taxes on Real Property in the City for the 2022 Tax Year

**Council Bill #2022-084** Amending the 2022 Annual Budget to Appropriate Funds for a Hotel Market and Financial Feasibility Study

**Council Bill #2022-085** Amending Chapter 12, Article IV, of the Nixa City Code by Adding Thereto a New Section, Section 12-85, to Allow for City-Wide Garage Sales

**Council Bill #2022-086** Calling an Election to be Held on November 8, 2022, to Submit to the Qualified Voters the Question of Imposing an Additional 1-Cent General Sales Tax to Fund Public Safety and Recreation; Authorizing the City Clerk to Do All Things Necessary and Convenient to Submit Said Question to the Qualified Voters of the City; and Providing for the Enactment of Said Tax If Approved

**Ordinances (Second Reading and Public Hearing; Comments Limited to 5 Minutes; Council Vote Anticipated):**

**Council Bill #2022-074** Authorizing the City Administrator to Execute a Contract with D&E Plumbing for Certain Improvements to Truman Boulevard and Amending the 2022 Annual Budget to Appropriate Funds for Said Contract

**Council Bill #2022-075** Authorizing the Mayor to Execute a Memorandum of Understanding with Nixa Public Schools for Certain Law Enforcement Services

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

**Resolution #2022-081** Amending the City's Personnel Handbook by Adding Thereto Policy 6.19 Which Relates to Remote Work by City Employees

**Resolution #2022-082** Amending the Police Department's Law Enforcement Policy Manual by Modifying Policy 1014 Which Relates to Compensation and Overtime

**Resolution #2022-083** Authorizing the City Administrator to Execute a Contract with Smith and Edwards Construction Inc. for the Construction of a Grated Walkway at the Wastewater Treatment Facility

**Resolution #2022-084** Consenting to the Mayor's Appointment of Kevin Auberry to the Charter Review Commission

**Resolution #2022-085** Authorizing the City Administrator to Execute a Contract with Better Block SGF for Placemaking Demonstrations Downtown Nixa

**Mayor and Council Member Reports:**

**Adjournment**

**Council/ Staff Liaisons**

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

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

**PROCLAMATION**

**WHEREAS**, the American Legion was chartered and incorporated by Congress in 1919 as a patriotic veterans organization devoted to mutual helpfulness; and

**WHEREAS**, the American Legion has more than 12,000 posts in communities throughout the United States with nearly 2 million members, making it the nation's largest wartime veterans service organization; and

**WHEREAS**, Nixa's American Legion Post 434 was chartered in 1949; and

**WHEREAS**, American Legion Post 434 was named the American Legion District 17 Post of the Year in 2013-2014; and

**WHEREAS**, American Legion Post 434 currently has 122 members with the oldest being 93 and the youngest being 39. 117 of its members are over the age of 50 and 1 member has been awarded the Purple Heart; and

**WHEREAS**, the American Legion's success depends entirely on active membership, participation and volunteerism – the organization belongs to the people it serves and the communities in which it thrives; and

**WHEREAS**, the members of the American Legion posts are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

**WHEREAS**, The City of Nixa honors American Legion Post 434 for its service and dedication to the community and veteran community at large.

**NOW, THEREFORE**, I, Brian Steele, Mayor of the City of Nixa, Missouri, do hereby proclaim August 15<sup>th</sup>, 2022 as

**"American Legion Post 434 Day"**

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Nixa, this 15<sup>th</sup> day of August 2022.

Mayor

ATTEST:

City Clerk



**Issue:** **AN ORDINANCE OF THE NIXA CITY COUNCIL ISSUING A SPECIAL USE PERMIT TO AUTHORIZE A SHORT-TERM RESIDENTIAL RENTAL AT 876 EAST SCOTT WAYNE DRIVE**

**Date:** August 8, 2022

**Submitted By:** Planning and Development Department

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### Background

The owner of the single-family residential dwelling located at 876 East Scott Wayne Drive has applied for a special use permit to operate a short-term residential rental from this same dwelling.

A short-term residential rental is defined by the Nixa City Code as the renting of an entire dwelling, or any portion thereof, for a period of not more than 30 consecutive days, to overnight guests, where the owner is engaged in a contract for the rental of that specific dwelling or any portion thereof.

### Analysis

According to Section 117-102(c) of the Nixa City Code, short-term residential rentals may only be issued to a permanent resident for the principal residential structure on the subject property. According to Section 117-102(b), a permanent resident is a property owner or lessee who maintains a dwelling as a primary residence as documented by at least two of five documents including a motor vehicle registration, driver's license, voter registration, tax return, or utility bill. The applicant in this case has provided a motor vehicle registration and a voter identification card as evidence of their status as a permanent resident at 876 East Scott Wayne Drive.

Other codified requirements include that the short-term residential rental must be at least 150 feet from another short-term residential rental and that the location is within either the R-1, R-3 or R-4 zoning districts. The property subject to this application is located within the R-1 district and is not located within 150 feet of another short-term residential rental.

### Planning and Zoning Commission

A public hearing was held for this special use permit at the August P&Z meeting. Three concerned neighbors approached the Commission to voice their concerns with allowing random people into the neighborhood. The property owner adjacent to the applicant spoke about issues she has encountered with guests of the applicant, including dogs getting loose and not being on leashes and entering her house. She also mentioned that guests mistakenly knock on her door late at night thinking her house is the short-term rental. The P&Z Commissioners would like to revisit this ordinance to possibly make changes to the qualifications for applicants. The Commission voted unanimously to recommend approval of this special use permit to City Council.



Recommendation

Staff recommends the approval of this special use permit.



# Development Department P & Z Application

Application Date: \_\_\_\_\_

Project Type:

Title as it Appears on Plans: \_\_\_\_\_

- Annexation, Zoning & Concept Plan
- Preliminary Plat
- Special Use Permit
- Rezoning and Concept Plan
- Minor Subdivision (3 or less lots)
- Final Plat

- Board of Adjustments
- Exception to Subdivision Regulations
- Zoning Code Amendment
- Vacation of Easement
- Vacation of Right-of-Way
- Other \_\_\_\_\_

### INFORMATION

Applicant's Name Charlone Witte Project Location Same

Applicant Address: 876 E. Scott Wayne Existing Use Home

Nixa, MO 65714 Proposed Use AirBNB / Home

Phone/Fax/Mobile 417-699-9419 Existing Zoning \_\_\_\_\_

Relationship to Owner Self Zoning \_\_\_\_\_

Legal Description of Property

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Pre-application conference was held with \_\_\_\_\_

### PERSONS IN INTEREST

Name	Address	Zip	Phone/Fax/Mobile
<b>PROPERTY OWNER(S) (Identify General Partners)</b>			

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Mortgages

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Optionees

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# Development Department P & Z Application

**CONSULTANTS**

Name

Address

Zip

Phone/Fax/Mobile

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CONTACT PERSON : Charlane witte

Identify one person to serve as the contact for the Planning Department during the review process. This will be the only person notified by the Planning Department of meeting schedules. It will be his/her responsibility to notify the other parties who may be

Address 876 E. Scott Wayne Dr.Nixa, MO 65714Phone/Fax 417-699-9419**OWNER CERTIFICATION**

I certify that I am a person in interest and the information and exhibits herewith are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge and consent of all persons in interest. Without the consent of persons in interest, the requested action cannot lawfully be accomplished.

Address 876 E. Scott Wayne Dr.Nixa, MO 65714Phone/Fax 417-699-9419Name Charlane witteOwner's Signature Charlane witte Capacity \_\_\_\_\_**STAFF USE ONLY**  
APPLICATION ACCEPTED

Date \_\_\_\_\_

Time \_\_\_\_\_

By \_\_\_\_\_

Fee Received \_\_\_\_\_


Property Owners within 185 feet notified

Application Requirements Complete



Department of Compliance Information

PO Box 395, 715 W. Mt. Vernon
Nixa MO 65714
Ph. 417-725-3785 Fax 417-725-6394

Application Date 06/29/22 BUSINESS INFORMATION

Business Name Staycation

Physical Address 876 E. Scott Wayne Dr. Nixa, MO 65714

Applicant Name Charlane Witte Contact # (417) 699-9419

Is this a Home Occupation? yes Estimated # of Employees 1 Opening Date upon approval (REQUIRED)

Description of Business Practices you are proposing: AirBnB

OWNER INFORMATION

Name(s) Charlane Witte Contact # (417) 699-9419

City Nixa State MO Zip Code 65714

OFFICE USE ONLY

Building Department Approval

- Building permit is currently under review
Change of use permit is required
Building permit is required with construction plans containing the following information.
1.
2.
3.
4.
5.
6.
7.

Date:
Approved By

Planning and Zoning Approval

- Current Zoning
Proposed use meets Land Development Code requirements.
Proposed use is allowed but subject to the following conditions.
1.
2.
3.

Proposed use is not allowed.
Reason:
Section:
Date
Approved By





MISSOURI DEPARTMENT OF REVENUE  
 MOTOR VEHICLE BUREAU  
 PO BOX 100  
 JEFFERSON CITY MO 65105-0100  
**RENEWAL REGISTRATION RECEIPT**



0114202211145397

**Owner Information:**

**J3417647**  
**WITTE CHARLANE D TOD CAST**  
**876 E. SCOTT WAYNE DR**  
**NIXA MO 65714**

County:  
**CHRI**

**Vehicle Information:**

Make: Year: Kind of Vehicle: Model: Body Style:  
**FORD 20 PASSENGER SEDAN**

Vehicle ID Number: Fuel Type: Cylinders: Horsepower: Transaction Date:  
**3FA6P0CD2LR151615 G 18 02/14/2022**

Odometer: Title Number: Purchase Date: Weight:  
 [REDACTED] **01/19/21**

**Registration Information:**

Exp. Month/Year: License Number: License Type: Reissue Plate Number: Tab/Decal Number:  
**MARCH 2024 EG5V3T PASSENGER n/a J3417647**

**Fee Information:**

Renewal:	Memorial:	Blind:	Organ:	MOH:	Process:	Reissue:	Late:	Vendor:	Total Fees:
\$42.50	\$0.00	\$0.00	\$0.00	\$0.00	\$12.00	\$0.00	\$0.00	\$1.75	\$56.25

Confirm Number:

**706990**

This is to certify that I have/the organization has and will maintain, during the period of registration, financial responsibility (insurance) with respect to each motor vehicle that I own, license or operate on the streets or highways. Any false affidavit is a crime under Section 575.050 of Missouri Law.

The following certification applies only if you indicated that your vehicle has been out-of-state for at least 60 days: I certify that the vehicle referenced has not been within the State of Missouri for the 60 day period immediately preceding the date of this application for registration. I further certify, the vehicle will be submitted for the appropriate safety and/or emissions inspection within 10 days after returning to Missouri by me or my agent as required by Missouri law.

**VOTER IDENTIFICATION CARD**

ISSUED BY Kay Brown

417-582-4340 100 W. Church St., Rm. 304, Ozark, MO 65721

12/27/2021 [www.christiancountymo.gov/clerk](http://www.christiancountymo.gov/clerk)

Registration Date: 11/12/2021 ID # 750177898

Precinct: 24.02-NORTHVIEW A



**CHARLANE DEMAY WITTE**

**876 E SCOTT WAYNE DR  
NIXA MO 65714**

Y FOLD HERE Y

# SUP 22-003

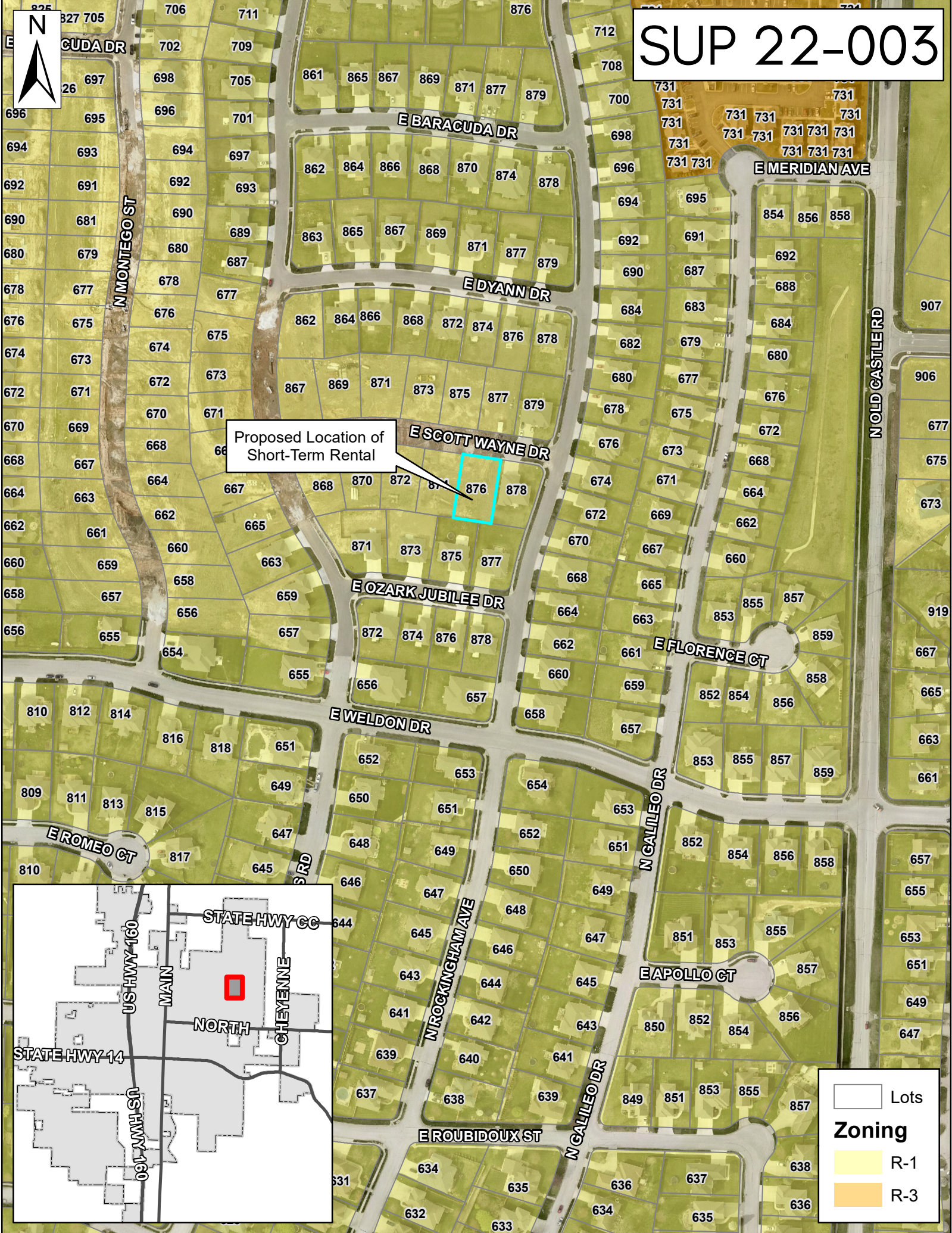
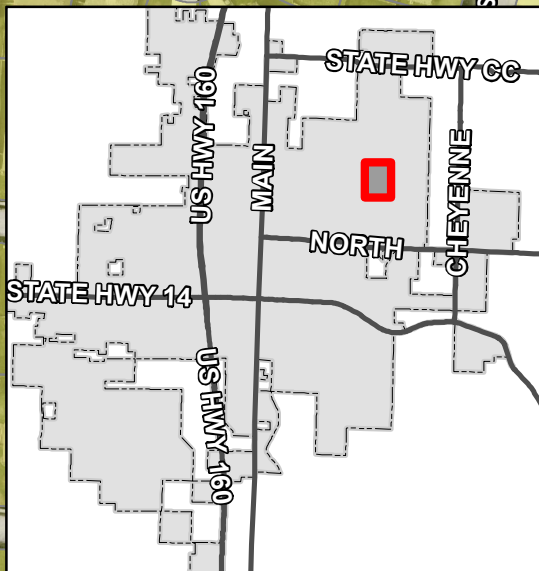


Proposed Location of Short-Term Rental



Legend for the map:

- Lots
- Zoning R-1
- Zoning R-3



1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA GRANTING SPECIAL  
2 USE PERMIT 22-003 TO AUTHORIZE A SHORT-TERM RESIDENTIAL RENTAL USE  
3 FOR THE SINGLE-FAMILY ZONED PROPERTY LOCATED AT 876 EAST SCOTT  
4 WAYNE DRIVE.

5 \_\_\_\_\_  
6  
7 **WHEREAS** an application has been received requesting the issuance of a Special  
8 Use Permit authorizing a short-term residential rental use at the single-family zoned  
9 property located at 876 East Scott Wayne Drive; and

10  
11 **WHEREAS** Special Use Permits may be granted pursuant to the provisions of  
12 Chapter 101, Article III of the Nixa City Code; and

13  
14 **WHEREAS** Special Use Permits authorizing short-term residential rentals are  
15 additionally governed by the provisions of Section 117-102 of the Nixa City Code; and

16  
17 **WHEREAS** the Planning and Zoning Commission held a public hearing regarding  
18 the application at the Commission’s August 1, 2022, regular meeting; and

19  
20 **WHEREAS** said Commission, after the public hearing, recommended approval of  
21 the application; and

22  
23 **WHEREAS** City Council finds that sufficient information has been presented to  
24 satisfy all applicable standards of the Nixa City Code for issuance of Special Use Permit  
25 22-003.

26  
27 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
28 **NIXA, AS FOLLOWS, THAT:**

29  
30 **SECTION 1:** A Special Use Permit authoring the short-term residential rental land  
31 use at the single-family zoned property located at 876 East Scott Wayne Drive,  
32 referenced as Special Use Permit 22-003, is hereby granted. Special Use Permit 22-003  
33 shall be governed by all applicable provisions of the Nixa City Code, including the  
34 provisions of Article III of Chapter 101 and Section 117-102. Any violations of the provision  
35 of this Ordinance, or the conditions contained herein, shall be grounds for revocation of  
36 Special Use Permit 22-003.

37  
38 **SECTION 2:** This Ordinance shall be in full force and effect from and after its final  
39 passage by the City Council and after its approval by the Mayor, subject to the provisions  
40 of section 3.11(g) of the City Charter.

41  
42  
43 **ADOPTED BY THE COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

44  
45 **ATTEST:**  
46

47 \_\_\_\_\_  
48 PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

50  
51 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

52  
53  
54  
55 \_\_\_\_\_  
56 MAYOR

ATTEST:  
\_\_\_\_\_  
CITY CLERK

57  
58 APPROVED AS TO FORM:  
59  
60 \_\_\_\_\_  
61 CITY ATTORNEY



**Issue:** Council Bill 2022-082. An Ordinance of the Council Readopting Section 2-4 of the Nixa City Code.

**Date:** August 5, 2022

**Submitted:** Nick Woodman, City Attorney

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## **Background**

Chapter 105 RSMo. contains provisions which require certain elected officials, candidates for certain elected offices, and certain administrative officials to file financial interest statements with their respective City Clerks and the Missouri Ethics Commission.

Section 105.485 RSMo. contains authorization for cities to adopt an ordinance, biennially, to provide for different requirements than what is required under State statute.

The City of Nixa has routinely adopted such an ordinance, most recently in 2020 by the adoption of Ordinance No. 2137. The provisions of Ordinance 2137 were codified at Section 2-4 of the Nixa City Code.

Section 105.485 RSMo. requires those cities which have elected to adopt their own financial disclosure ordinance to readopt said ordinance biennially. Ordinance 2137 was adopted and approved by the Mayor on 8/24/20.

## **Analysis**

The Council Bill presented for consideration is substantially similar to the bill approved in 2020. There is one change of note.

This year, the bill contains a penalty clause. A penalty clause proscribes the consequences to those who do not comply with the provisions of Section 2-4 of the Nixa City Code. The proposed penalty clause for Section 2-4 is a reference to Section 1-9 which is the general penalty clause for violations of the City Code, meaning violations of Section 2-4 will be treated like any other violation of the City Code. This was already the case under the previous version of Section 2-4 because of the general applicability of Section 1-9. Providing the reference to Section 1-9 merely clarifies the intent of Council.

However, this approach leads to the need for further discussion and direction by the Council.

Because the City will be adopting an ordinance to govern financial disclosures, the method of enforcement will be the same as other ordinance violations. This means that



violations of this section will be prosecuted through the municipal court process. This leads to some considerations that the Council should be aware of.

First, violations of this section will likely need to be prosecuted by a special prosecutor. There are conflict of interest issues for the City Attorney to prosecute violations of these sections (ex: Prosecuting a sitting member of Council for violations). The process of appointing a special prosecutor could be contentious as well. The Council will need to appoint a special prosecutor, if the alleged violation is against a sitting member of Council or the Mayor, the meeting for approval of the appointment of a special prosecutor could be very contentious.

Additionally, municipal ordinance violations usually only result in monetary fines.

If the Council were to choose to not adopt this bill, the City would default to the state statute requirements for financial disclosure. These provisions are enforced by the Missouri Ethics Commission, not the City.

This would remove the concerning enforcement questions and lodge the enforcement of members' compliance with financial disclosure requirements with an independent state agency.

The penalties for violating the requirements as provided under state statute are much more stringent and can include the potential for removal from office for failing to provide the statements after 30 days' notice from the Ethics Commission (Penalty statute is found at Section 105.492 RSMo).

However, should the Council decide to operate under the State law requirements regarding financial disclosure, those required to file financial disclosure statements will be required to file the long form instead of the short form. Both forms are included as attachments to this memorandum (Short Form – Attachment 1; Long Form – Attachment 2).

### **Recommendation**

This bill is presented to allow Council to make an informed decision on how to proceed with this issue. Council must pass this Ordinance before September 1 for Section 2-4 of the Code to be effective for another 2 years. Should Council elect to operate under the provisions of Chapter 105 (which would require providing the information requested in the Long Form) Council can choose not to adopt this bill or repeal these code sections at a later date.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER 2,  
2 ARTICLE I, OF THE NIXA CITY CODE BY READOPTING SECTION 2-4 AS  
3 AUTHORIZED BY SECTION 105.485 RSMO. FOR THE PURPOSE OF ESTABLISHING  
4 PROVISIONS RELATED TO CONFLICTS OF INTEREST AND FINANCIAL  
5 DISCLOSURE.  
6  
7

8 WHEREAS the proper operation of government requires that the public have  
9 confidence in the integrity of public officials; and  
10

11 WHEREAS state law sets out certain financial disclosure requirements for public  
12 officials in Chapter 105 RSMo.; and  
13

14 WHEREAS section 105.485 RSMo. allows cities to adopt a financial disclosure  
15 ordinance subject to certain conditions; and  
16

17 WHEREAS section 105.485 RSMo., requires cities that have adopted their own  
18 ordinance regarding financial disclosures to readopt said ordinance biennially; and  
19

20 WHEREAS the City Council is committed to a policy of openness and transparency  
21 in government; and  
22

23 WHEREAS the adoption of this Ordinance furthers the Council’s commitment to  
24 openness and transparency in government.  
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
27 NIXA, AS FOLLOWS, THAT:  
28

29 SECTION 1: Chapter 2, Article I, Section 2-4 of the Nixa City Code is hereby  
30 amended by repealing said section in its entirety and adopting in lieu thereof a new  
31 Section 2-4, which said section shall read as follows:  
32

33 (Note: Language to be added is indicated by being underlined. Language to be removed  
34 is indicated by being ~~stricken~~.)  
35

36 Sec. 2-4. Conflict of Interests and Financial Disclosure.  
37

38 (a) *Declaration of Policy.* The proper operation of government requires that public officials  
39 and employees be independent, impartial, and responsible to the people; that  
40 government decisions and policy be made in the proper channels of the governmental  
41 structure; that public office not be used for personal gain; and that the public have  
42 confidence in the integrity of its government. In recognition of these goals, this section  
43 is hereby established to provide for a procedure for the disclosure by certain officials  
44 and employees of private financial or other interests in matters affecting the City.  
45

46 (b) *Conflict of Interest Provisions.*



- 47  
48 (1) All elected and appointed officials and employees of the City of Nixa shall comply  
49 with the conflict of interest provisions contained in Chapter 105 of the Missouri  
50 Revised Statutes as well as any other state law governing official conduct.  
51
- 52 (2) The Mayor and any member of the City Council who has a "substantial personal  
53 or private interest" in any measure, bill, order, or ordinance proposed or pending  
54 before the City Council shall disclose that interest to the City Clerk and such  
55 disclosure shall be recorded in the journal of the City Council.  
56
- 57 a. *Substantial personal or private interest* is defined in this section as, ownership  
58 by the individual, their spouse or dependent children whether singularly or  
59 collectively, directly or indirectly of: (1) 10% or more of any business entity; or  
60 (2) an interest having a value of \$10,000.00 or more; or (3) the receipt of a  
61 salary, gratuity, or other compensation or remuneration of \$5,000.00 or more,  
62 per year from any individual, partnership, organization, or association within  
63 any calendar year.  
64
- 65 (c) *Disclosure Reports.* The Mayor, members of City Council, candidates for Mayor,  
66 candidates for City Council, the City Administrator, the Purchasing Agent, and the City  
67 Attorney shall disclose the following information by May 1, or the appropriate deadline  
68 referenced in Section 105.487 RSMo., if any such transactions occurred during the  
69 previous calendar year:  
70
- 71 (1) For such person, and all persons within the first degree of consanguinity or affinity  
72 of such person, the date and the identities of the parties to each transaction with a  
73 total value in excess of \$500.00, if any, that such person had with the City, other  
74 than compensation received as an employee or payment of any tax, fee or penalty  
75 due to the City, and other than transfers for no consideration to the City.  
76
- 77 (2) The date and the identities of the parties to each transaction known to the person  
78 with a total value in excess of five hundred dollars if any, that any business entity  
79 in which such person had a substantial interest, had with the City or transactions  
80 involving payment for providing utility service to the City, and other than transfer  
81 for no consideration to the City.  
82
- 83 (3) The City Administrator and the Purchasing Agent shall also disclose by May 1 for  
84 the previous calendar year the following information:  
85
- 86 a. The name and address of each of the employers of the City Administrator or  
87 Purchasing Agent from whom income of one thousand dollars or more was  
88 received during the year covered by the statement.  
89
- 90 b. The name and address of each sole proprietorship that the City Administrator  
91 or Purchasing Agent owns; the name, address and the general nature of the  
92 business conducted by each general partnership and joint venture in which

93 the City Administrator or the Purchasing Agent was a partner or participant;  
94 the name and address of each partner or co-participant for each partnership  
95 or joint venture unless such names and addresses are filed by the partnership  
96 or joint venture with the secretary of state; the name, address and general  
97 nature of the business conducted by any closely held corporation or limited  
98 partnership in which the City Administrator or Purchasing Agent owned ten  
99 percent or more of any class of the outstanding stock or limited partnership  
100 units; and the name of any publicly traded corporation or limited partnership  
101 that is listed on a regulated stock exchange or automated quotation system in  
102 which the City Administrator or Purchasing Agent owned two percent or more  
103 of any class of outstanding stock, limited partnership units or other equity  
104 interests.

- 105  
106 c. The name and address of such corporation for which the City Administrator or  
107 Purchasing Agent served in the capacity of a director, officer or receiver.  
108

109 (d) *Filing of Reports.*

- 110  
111 (1) The financial interest statements shall be filed at the following times, but no person  
112 is required to file more than one financial statement in any calendar year:

113  
114 a. Every person required to file a financial interest statement shall file the  
115 statement annually not later than May 1 and the statement shall cover the  
116 calendar year ending the immediately preceding December 31; provided that  
117 financial interest statements may be supplemented to report additional  
118 interests acquired after December 31 of the covered year until the date of filing  
119 of the financial interest statement.

120  
121 b. Each person appointed to an office which requires the filing of a financial  
122 interest statement shall file the statement within thirty days of such  
123 appointment or employment if any reportable transactions or activities  
124 occurred. Such statement shall cover the calendar year ending the previous  
125 December 31.

126  
127 c. Every candidate for Mayor or City Council shall file a financial interest  
128 statement no later than 14 days after the closing of filing at which the candidate  
129 seeks nomination or election. The time period of this statements shall cover  
130 the twelve months prior to the closing date of filing for candidacy.

- 131  
132 (2) Financial disclosure reports shall be filed with the City Clerk and the Missouri  
133 Ethics Commission. The reports shall be available for public inspection and  
134 copying during normal business hours.

135  
136 (e) Penalties. Any person who fails to comply with the provisions of this Section shall be  
137 punished as set forth in Section 1-9 of the Nixa City Code.  
138

139           **SECTION 2:** The City Clerk is hereby authorized and directed to file a certified  
140 copy of this Ordinance with the Missouri Ethics Commission and to do all things necessary  
141 in connection therewith, within ten days of this Ordinance’s effective date.  
142

143           **SECTION 3:** The City Attorney, when codifying the provisions of this Ordinance, is  
144 authorized to provide for different section numbers, subsection numbers, and different  
145 internal citation references than those provided herein when such section numbers,  
146 subsection numbers, or internal citation references are in error or are contrary to the intent  
147 of this Ordinance.  
148

149           **SECTION 4:** Savings Clause. Nothing in this Ordinance shall be construed to  
150 affect any suit or proceeding now pending in any court or any rights acquired, or liability  
151 incurred nor any cause or causes of action occurred or existing, under any act or  
152 ordinance repealed hereby.  
153

154           **SECTION 5:** Severability Clause. If any section, subsection, sentence, clause, or  
155 phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect  
156 the validity of the remaining portions of this Ordinance. The Council hereby declares that  
157 it would have adopted the Ordinance and each section, subsection, sentence, clause, or  
158 phrase thereof, irrespective of the fact that any one or more sections, subsections,  
159 sentences, clauses, or phrases be declared invalid.  
160

161           **SECTION 6:** This Ordinance shall remain in effect for two years after its effective  
162 date, unless further extended by Ordinance.  
163

164           **SECTION 7:** This Ordinance shall be in full force and effect from and after its final  
165 passage by the City Council and after its approval by the Mayor, subject to the provisions  
166 of section 3.11(g) of the City Charter.  
167

168  
169 **ADOPTED BY THE COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

170  
171 ATTEST:  
172

173 \_\_\_\_\_  
174 PRESIDING OFFICER

173 \_\_\_\_\_  
174 CITY CLERK

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177 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

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179 ATTEST:  
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181 \_\_\_\_\_  
182 MAYOR

181 \_\_\_\_\_  
182 CITY CLERK

185 APPROVED AS TO FORM:

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187 \_\_\_\_\_

188 CITY ATTORNEY



## Missouri Ethics Commission (MEC)

PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

## Financial Disclosure Statement for Political Subdivisions

105.485(4), RSMo

## 1. Statement Information (select one)

Type:  New  Amended

## 2. Filing Status &amp; Time Period Covered (select one &amp; insert time period)

## A. Filing Status

- Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

B. Time Period Covered: From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (mm/dd/yyyy)

## 3. Filer Information

Filer's name (First, Middle, Last)

Spouse's name (First, Middle, Last)

Mailing address

City, State, Zip

Dependent child's name\* (First, Middle, Last)

Dependent child's name\* (First, Middle, Last)

Political Subdivision or State Agency

Title (Position/Office Seeking)

 Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement MUST disclose his/her information).

\*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

## 4. Transaction Information

- A. List the transactions, valued at more than \$500, you, your spouse, or any relative within the first degree of blood or marriage had with the political subdivision listed above. *Do not include* compensation received as an employee, payment of taxes, fees or penalties or transfers for no consideration.

Date (mm/dd/yyyy)

Parties involved in transaction

Date (mm/dd/yyyy)

Parties involved in transaction

- B. List the transactions for any business entity, in which you, your spouse, or dependent child(ren) held a substantial interest, that conducted business with the political subdivision listed above valued at more than \$500. *Do not include* payments of taxes, fees or penalties due to the political subdivision or transactions involving payment for providing utility service to the political subdivision or transfers for no consideration. (NOTE: Substantial interest includes ownership of 10% of the business entity or interest valued at \$10,000 or more, or from which a salary, gratuity or other compensation of \$5,000 or more is paid per calendar year).

Date (mm/dd/yyyy)

Name of Business

Parties involved in transaction

Date (mm/dd/yyyy)

Name of Business

Parties involved in transaction

## 5. Signature (select one, sign &amp; date)

- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- I affirm and attest under penalty of perjury that information and facts in this report are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

Filer's Signature (Required)

Date (mm/dd/yyyy)

**NOTE:** The following information is required from the **Chief Administrative Officer** and **Chief Purchasing Officer** only. Include information for filer, spouse and dependent child(ren).

**6. Employment**

List the name and address of each employer from whom you, your spouse, or dependent child(ren) received income of \$1,000 or more during the time period covered by this statement.

_____ Employer Name	_____ Employer Address/City/State/Zip	_____ Person's name whom received income
_____ Employer Name	_____ Employer Address/City/State/Zip	_____ Person's name whom received income

**7. Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

_____ Sole Proprietorship Name	_____ Sole Proprietorship Address/City/State/Zip
_____ Sole Proprietorship Name	_____ Sole Proprietorship Address/City/State/Zip

**8. General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant, and the names of partners or co-participants, unless such names and addresses are filed with the Secretary of State, during the time period covered by this statement.

_____ General Partnership or Joint Venture Name	_____ Address/City/State/Zip	_____ Nature of Business	_____ Partner/Coparticipant's Name & Address	_____ Party Involved
_____ General Partnership or Joint Venture Name	_____ Address/City/State/Zip	_____ Nature of Business	_____ Partner/Coparticipant's Name & Address	_____ Party Involved

**9. Stocks, Bond & Other holdings**

EXCEPTION: Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed.

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

_____ Limited Partnership/Closely-held Corporation Name	_____ Address/City/State/Zip	_____ Nature of business	_____ Party Involved
_____ Limited Partnership/Closely-held Corporation Name	_____ Address/City/State/Zip	_____ Nature of business	_____ Party Involved

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

_____ Corporation/Limited Partnership Name	_____ Party Involved
_____ Corporation/Limited Partnership Name	_____ Party Involved

**10. Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

_____ Corporation Name	_____ Corporation Address/City/State/Zip	_____ Person's name who served in this capacity
_____ Corporation Name	_____ Corporation Address/City/State/Zip	_____ Person's name who served in this capacity

This form is required to be filed with the Missouri Ethics Commission **and** with the governing body of your political subdivision. All elected and appointed officials as well as employees of a political subdivision must comply with §105.454 RSMo., on conflicts of interest and their own local code of ethics.



**Missouri Ethics Commission (MEC)**  
 PO Box 1370, Jefferson City MO 65102, Fax: 573-526-4506, pfdonline@mec.mo.gov

Office Use:

## Personal Financial Disclosure Statement

**1. Statement Information (select one)**

Type:  New  Amended

**2. Filing Status & Time Period Covered (select one & insert time period)**

**A. Filing Status**

- Annual Filer:** file from Jan 1 to Dec 31 of prior year (if no longer serving, enter the time period served), due by May 1
- Newly Appointed/Employed:** file for calendar year before start date, due within 30 days
- Incumbent Candidate:** file from Jan 1 of prior year to closing date for candidacy (may be longer than 12-month period), due within 14 days of closing date for candidacy
- New Candidate:** file for the 12-month period before the closing date for candidacy, due within 14 days of closing date for candidacy

**B. Time Period Covered:** From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (mm/dd/yyyy)

**3. Filer's Information**

\_\_\_\_\_  
 Filer's name (First, Middle, Last)

\_\_\_\_\_  
 Spouse's name (First, Middle, Last)

\_\_\_\_\_  
 Mailing address

\_\_\_\_\_  
 City/State/Zip

\_\_\_\_\_  
 Dependent child(ren)'s name\* (First, Middle, Last)

\_\_\_\_\_  
 Dependent child(ren)'s name\* (First, Middle, Last)

\_\_\_\_\_  
 Political Subdivision or State Agency

\_\_\_\_\_  
 Title (Position/Office Seeking)

Check if spouse is filing separate from yourself (if your spouse is not required to file a PFD, this statement **MUST** disclose his/her information).

\*Includes all children, stepchildren, foster children and wards under the age of eighteen residing in the person's household and who receive in excess of 50% of their support from the person.

**4. Employment**

List the name and address of every employer from whom you, your spouse or dependent child(ren) received income of \$1,000 or more during the time period covered by this statement.

Employer Name	Employer Address/City/State/Zip	Person's name who received income
Employer Name	Employer Address/City/State/Zip	Person's name who received income
Employer Name	Employer Address/City/State/Zip	Person's name who received income
Employer Name	Employer Address/City/State/Zip	Person's name who received income

**5. Sole Proprietorships**

List each sole proprietorship owned by you, your spouse or dependent child(ren) during the time period covered by this statement.

Sole Proprietorship Name	Sole Proprietorship Address/City/State/Zip
Sole Proprietorship Name	Sole Proprietorship Address/City/State/Zip

**6. General Partnerships, Joint Ventures**

List each general partnership and joint venture in which you, your spouse or dependent child(ren) were a partner or participant during the time period covered by this statement, and the names of partners or co-participants unless such names and addresses are filed with the Secretary of State.

General Partnership or Joint Venture Name	Address/City/State/Zip	Nature of Business	Partner/Coparticipant's Name & Address	Party Involved
General Partnership or Joint Venture Name	Address/City/State/Zip	Nature of Business	Partner/Coparticipant's Name & Address	Party Involved

If additional space is needed, attach separate sheet.

**7. Stocks, Bonds & Other holdings**

EXCEPTIONS: » Interest in any qualified plan or annuity pursuant to the Employees Retirement Income Security Act (ERISA) is not required to be listed. » Members of boards or commissions of the state or any political subdivision uncompensated except for actual expenses or a per diem allowance do not have to report interest in publicly traded corporations or limited partnerships listed on a regulated stock exchange or automated quotation system.

A. *Limited Partnerships, Closely-held Corporations:* List the name of any closely-held corporation/limited partnership in which you, your spouse, or dependent child(ren) own ten percent (10%) or more of any class of the outstanding stock or units during the time period covered by this statement.

\_\_\_\_\_  
Limited Partnership/Closely-held Corporation Name      Address/City/State/Zip      Nature of Business      Party Involved

\_\_\_\_\_  
Limited Partnership/Closely-held Corporation Name      Address/City/State/Zip      Nature of Business      Party Involved

B. *Publicly Traded Corporation or Limited Partnership:* List the name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which you, your spouse or dependent child(ren) own two percent (2%) or more of any class of outstanding stock, units or other equity interests during the time period covered by this statement.

\_\_\_\_\_  
Corporation/Limited Partnership Name      Party Involved

\_\_\_\_\_  
Corporation/Limited Partnership Name      Party Involved

C. List the name and address of each entity in which you, your spouse or dependent child(ren) owned stock, bonds, or other equity interest with a value of more than \$10,000 during the time period covered by this statement. If the entity is a corporation listed on a regulated stock exchange, list the name only.

\_\_\_\_\_  
Entity Name      Entity Address/City/State/Zip

\_\_\_\_\_  
Entity Name      Entity Address/City/State/Zip

**8. Miscellaneous Income**

List the name and address of any source from which you, your spouse, or dependent child(ren) received \$1,000 or more during the time period covered by this statement. If income is from publicly traded corporations or limited partnerships listed on a regulated stock exchange or automated quotation system and not reported elsewhere on this form, list the name only.

\_\_\_\_\_  
Source of Income      Source Address/City/State/Zip      Person's name who received income

\_\_\_\_\_  
Source of Income      Source Address/City/State/Zip      Person's name who received income

**9. Real Property**

List any real property owned by you, your spouse, or dependent child(ren), located in Missouri, other than personal residence, having a fair market value of \$10,000 or more during the time period covered by this statement. Include name and address of parties involved if property was transferred during the year covered by this statement. Missouri law defines three subclassifications: Subclass 1 – Residential, Subclass 2 – Agricultural, Subclass 3 – Commercial & any other real estate.

\_\_\_\_\_  
Location - County      Tax sub-class      Approx. size (acreage, sq footage, etc)      Major Improvements (Buildings, etc.)      Use of Property      Seller/Buyer Name and Address

\_\_\_\_\_  
Location - County      Tax sub-class      Approx. size (acreage, sq footage, etc)      Major Improvements (Buildings, etc.)      Use of Property      Seller/Buyer Name and Address

**10. Corporations**

List the name and address of each corporation for which you, your spouse, or dependent child(ren) served in the capacity of a director, officer or receiver during the time period covered by this statement.

\_\_\_\_\_  
Corporation Name      Corporation Address/City/State/Zip      Person's name who served in this capacity

\_\_\_\_\_  
Corporation Name      Corporation Address/City/State/Zip      Person's name who served in this capacity

If additional space is needed, attach separate sheet.



**11. Associations, Organizations, Unions & Not for Profit Corporations**

List the name and address of each association, organization, and union, whether incorporated or not, and each not-for-profit corporation in which you, your spouse, or dependent child(ren) was an officer, director, employee or trustee at any time during the time period covered by this statement. **Do not include** church, fraternal or service organizations where no pay was received.

_____	_____	_____	_____
Name	Entity Address/City/State/Zip	General Purpose	Party Involved
_____	_____	_____	_____
Name	Entity Address/City/State/Zip	General Purpose	Party Involved

**12. Gifts, Honoraria**

List the name and address of any source of gifts or honoraria valued at \$200 or more received by you, your spouse or dependent child(ren) during the time period covered by this statement. **Do not include** a gift from your spouse, child(ren), parent, grandparent, grandchild(ren), great grandparent, great grandchild(ren), brother, sister, aunt, uncle, niece or nephew.

_____	_____	_____
Donor's Name	Donor's Address/City/State/Zip	Person's name who received gift/honoraria
_____	_____	_____
Donor's Name	Donor's Address/City/State/Zip	Person's name who received gift/honoraria

**13. Lodging and Travel**

List lodging and travel expenses incurred by you, your spouse, or dependent child(ren) paid by a third person for expenses incurred outside Missouri whether by gift or in relation to the duties of the office during the time period covered by this statement. **Do not include** expenses paid in the ordinary course of business described in items 4, 5, 6, 7, or 10; expenses reimbursed by law, expenses paid by persons related by third degree of consanguinity or affinity, expenses reported under Chapter 130 RSMo, or expenses for purely personal travel not related to official duties and not paid for by a lobbyist, lobbyist principal, or officer, director of any association or entity which employs a lobbyist.

_____	_____	_____	_____	_____	_____
Expenses paid by (name & address)	Party Involved	Date	Amount	Travel location	Travel Reason
_____	_____	_____	_____	_____	_____
Expenses paid by (name & address)	Party Involved	Date	Amount	Travel location	Travel Reason

**14. Trust Assets**

If you, your spouse, or dependent child(ren), is the settlor (creator) of a revocable trust, list any assets in the trust that would have been reported elsewhere on this form, during the time period covered by this statement, if they had not been in the trust.

_____	_____
Trust Assets	Party Involved
_____	_____
Trust Assets	Party Involved

**15. Relatives**

List spouse, parent(s), child(ren) and child(ren)'s spouse who were employed, during the time period covered by this statement, by the State of Missouri, a political subdivision or special district, or who were lobbyists, or who were fee agents of the Department of Revenue.

_____	_____	_____
Relative's Name	Relationship to filer	Position/Title
_____	_____	_____
Relative's Name	Relationship to filer	Position/Title

**16. Committees**

List the name and address of each campaign committee, candidate committee, continuing committee/PAC, or political party committee from which any person or corporation listed on this statement received payment during the time period covered by this statement.

_____	_____	_____
Committee Name	Committee Address/City/State/Zip	Person's name who received payment
_____	_____	_____
Committee Name	Committee Address/City/State/Zip	Person's name who received payment

If additional space is needed, attach separate sheet.

17. **State Tax Credits**

List any state tax credits claimed on the most recent state income tax return. *(Only required to be listed by members of the general assembly or any state-wide elected public official, their spouse or dependent child(ren)).*

\_\_\_\_\_  
State Tax Credit Claimed

\_\_\_\_\_  
Person who received credit

\_\_\_\_\_  
State Tax Credit Claimed

\_\_\_\_\_  
Person who received credit

18. **Signature (select one, sign & date)**

- I affirm and attest under penalty of perjury that information and facts in this report, are complete, true, and accurate. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.
- I affirm and attest under penalty of perjury that information and facts in this report, are complete, true, and accurate and that my spouse has refused or failed to provide information concerning his or her financial interest and that I have no working knowledge of such interests. I further acknowledge that I am aware that any false statement or declaration made herein is punishable under Ch. 575 RSMo.

\_\_\_\_\_  
Filer's Signature (Required)

\_\_\_\_\_  
Date (mm/dd/yyyy)



**Issue:** Council Bill 2022-083 An Ordinance of the Council Establishing and Levying Taxes on Real Property in the City

**Date:** August 8, 2022

**Submitted:** Rebekka Coffey, City Clerk

---

### **Background**

Each year the real estate tax levy must be set for the City. In order to set the tax levy, the City is required to post a legal notice of the levy hearing, hold a public hearing, and pass an ordinance establishing and authorizing the levy. The deadline for final certification of the levy by the Christian County Clerk is August 31<sup>st</sup>.

### **Analysis**

Included in your packet for review is a draft ordinance to set the 2022 tax levy. Also included is the 2022 assessed valuation and notice of levy hearing that was published in the Christian County Headliner. The anticipated levy rate for this year is 0.2990, which was the same as last year. Staff will present an ordinance for second reading authorizing the 2022 tax levy at the August 22<sup>nd</sup> Council Meeting. If approved, the Ordinance and required documents will be submitted to the Christian County Clerk's Office.

### **Recommendation**

Staff is recommending approval of the Ordinance.

KAY BROWN



100 W. CHURCH ROOM 304 • OZARK, MO 65721  
Phone: 417-582-4340 • Fax: 417-581-8331  
kaybrown@christiancountymo.gov

AUGUST 1, 2022

NIXA CITY

The following valuations of your district are furnished for your information. These are your assessed valuations for the 2022 year; real estate by class, personal and Railroad and Utility as amended by the Board of Equalization which adjourned on the 31st day of July, 2022.

Real Estate County Valuations By Category:

Residential	280,286,060
Agricultural	38,500
Commercial	58,543,490

Real Estate County Total 338,868,050

Real Estate State & Local RR/Utility Valuations:

Local RR/Utility	24,030
State RR/Utility	3,503,587

Real Estate RR/Utility Total 3,527,617

GRAND TOTAL REAL ESTATE PROPERTY 342,395,667

Personal Property Valuations:

County Personal	78,653,411
Local RR/Utility	211,976
State RR/Utility	121,489

GRAND TOTAL PERSONAL PROPERTY 78,986,876

GRAND TOTAL PROPERTY VALUATION 421,382,543

The new construction real property amount included in the Real Estate Property total above is: 10,457,010

Sincerely,

*Kay Brown*

## NOTICE OF LEVY HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, August 22<sup>nd</sup>, 2022 at 7 o'clock at the Nixa City Hall located at 715 W. Mt. Vernon, Nixa, Missouri for the setting of the tax rate proposed for the City of Nixa for the 2022 tax year:

### CITY OF NIXA CHRISTIAN COUNTY, MISSOURI ASSESSED VALUATION

(Prior Year Ending 8/1/2021)		(Current Year Thru 8/1/2022)	
<b>Real Estate by Category:</b>		<b>Real Estate by Category:</b>	
Residential	\$ 267,226,100	Residential	\$ 280,286,060
Agricultural	\$ 40,330	Agricultural	\$ 38,500
Commercial	\$ 57,789,390	Commercial	\$ 58,543,490
Total Real Estate:	\$ 325,055,820	Total Real Estate:	\$ 338,868,050
Personal Property	\$ 63,251,670	Personal Property:	\$ 78,653,411
Local R.R. & Utility	\$ 170,450	Local R.R. & Utility	\$ 236,006
State R.R. & Utility	\$ 2,964,681	State R.R. & Utility	\$ 3,625,076
Total Assessed Value:	\$ 391,442,911	Total Assessed Value	\$ 421,382,543
Current Tax Levy (Real Only)	.2990	Proposed Tax Levy (Real Only)	.2990

*This Tax Levy is subject to change due to changes from subsequent information that will be made available.*

**Please publish this legal notice no later than the August 10, 2021, edition and send proof of publication.**

Thank you,

Rebekka Coffey  
City of Nixa  
City Clerk  
725-3785  
bcoffey@nixa.com

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA ESTABLISHING AND LEVYING TAXES ON REAL PROPERTY IN THE CITY FOR THE 2022 TAX YEAR.**

**WHEREAS** the City of Nixa levies a general revenue property tax on all real property within the city limits; and

**WHEREAS** the City is required to set the general revenue property tax levy each year; and

**WHEREAS** the City advertised that a public hearing on the proposed 2022 real property tax levy would be held on August 22, 2022; and

**WHEREAS** the proposed tax rates set forth herein comply with the provisions of section 137.073 RSMo.

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

**SECTION 1:** There is hereby levied for the year 2022 a tax upon the One Hundred Dollars assessed valuation on real property within or having its taxable status within the corporate limits of the City of Nixa, Missouri, at the following rates and for the following purpose:

- (a) General Revenue Fund - \$0.2990.

**SECTION 2:** The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Clerk of Christian County, Missouri. Furthermore, the City Administrator and City Clerk are authorized to take any and all other actions which may be necessary to carry out the 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.**

**COUNCIL BILL NO. 2022-083**

**ORDINANCE NO. \_\_\_\_\_**

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\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
CITY CLERK



**Issue:** Budget Amendment for Hotel Market and Financial Feasibility Study

**Date:** 08/10/2022

**Submitted By:** Jimmy Liles, City Administrator

---

### Background

Staff has been looking into hiring a consultant firm to conduct a hotel market and financial feasibility (hospitality) study in 2023. We recently met with Show Me Christian County and they discussed the possibility of partnering with the City of Ozark and Christian County to have a hospitality study completed this year. The City of Nixa and the City of Ozark were asked to identify two (2) potential locations in each city for the study. After the locations were identified, Show Me Christian County received a proposal from Hunden Strategic Partners to complete the study with a total cost of \$39,000. The City of Nixa's portion to participate in the study would be \$13,000. Show Me Christian County would handle the coordination of the project.

### Analysis

Conducting a hospitality study would provide the information needed for us to better market our community to potential hotel developers. The study would evaluate Christian County area's position as an economic center of activity, as well as a destination for overnight visitors. Hunden would complete 6 tasks as part of the study. These include the following:

**Task 1: Kickoff, Project Orientation and Interviews**

This includes things such as obtaining data, touring the project sites, interviewing stakeholders, etc.

**Task 2: Economic, Demographic and Tourism Analysis**

This would utilize data to analyze geographic attributes, accessibility, transportation links, trends in population growth and income, corporate presence, major employers and tourism attractions.

**Task 3: Corridor Profiles and Corridor Assessments**

This would provide an overview of the proposed sites and the immediate areas to assess site size, access, visibility, and other factors.

**Task 4: Hotel Market Analysis**

This would look at industry trends, the local market, competitive set as part of the study. The study will show the market segmentation within three primary categories, including commercial transient, group and leisure.

**Task 5: Recommendations**

This would analyze the gathered information and provide implications and recommendations for a proposed hotel. The study would show what the market would support immediately as well as longer-term positive impacts.





#### Task 6: Demand and Financial Projections

This would determine how the market would absorb the proposed hospitality development over time, including a ten-year projection. This would include projections for things such as occupancy, rate and revenue per available room.

To allow Show Me Christian County to move forward with the study, we would need to approve a budget amendment in the amount of \$13,000 to cover the City of Nixa's portion. I will also be bringing an intergovernmental agreement between Show Me Christian County, the City of Ozark and the City of Nixa to City Council in the future for consideration.

#### Recommendation

As mentioned above, conducting a hospitality study would provide us the information we need to properly market our area to potential hotel developers. Utilizing the available opportunity to conduct a study in partnership with the City of Ozark and Christian County would save the City of Nixa a significant amount of money. Staff's recommendation would be for Council to approve the budget amendment in the amount of \$13,000 allowing Show Me Christian County to move forward with the study.

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2022 ANNUAL BUDGET TO APPROPRIATE FUNDS FOR A HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY.**

**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. 2022-084**

**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>
\$13,000	11	Economic Development	11-175-5118000	Current

Explanation: To amend the current budget of the City of Nixa to appropriate funds for a cost share in a Hospitality 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	\$932,177 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$92,595 (net)
Police	\$110,329
Street	
Park	\$47,500
Planning & Development	
TOTAL	<u>\$1,893,408</u>



**Issue:** **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING NIXA'S CODE OF ORDINANCES ARTICLE IV-GARAGE SALES, SEC. 12-84-LIMIT ON NUMBER OF SALES**

**Date:** August 10, 2022

**Submitted By:** Cindy Robbins, Assistant City Administrator

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### Background

Each year the City of Nixa allows for a city-wide garage sale weekend held on Mother's Day weekend in May. This event is highly anticipated and brings people in from all over the area and even from out-of-state. This influx of people generates economic activity for the restaurants, retail shops, and gas stations.

After receiving several requests from citizens, Nixa Chamber has approached the City with the idea of having a City-Wide Fall Garage Sale to be held the last weekend of September. This event would provide a way for our residents to make some money and stimulate our local economy.

### Analysis

After reviewing the current City Code, it was determined that a code amendment was needed to Article IV-Garage Sales, Sec. 12-84-Limit on number of sales, to exclude both the spring city-wide garage sale held over Mother's Day weekend in May and for the fall city-wide garage sale held the last weekend in September from the limit on the number of sales allowed on the same premises within a 12-month period. Currently, residents are limited to two (2) sales per year.

Nixa Chamber plans to promote this event like they do with the spring city-wide garage sale. They plan to provide online digital maps of the sales, marketing materials for the event and press releases.

Nixa Chamber also spoke with the Nixa Police Department to see if it would cause issues for the department and were told this would not be a problem. This event is also not in competitions with other local events in the area.

### Recommendation

Staff recommends approval of the amendment to Nixa's Code to allow for City-Wide Garage Sales in May and September and exclude those two (2) weekends from the limit on the number of sales allowed on the same premises in a twelve-month period.

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER 12, ARTICLE IV, OF THE NIXA CITY CODE BY ADDING THERETO A NEW SECTION, SECTION 12-85, TO ALLOW FOR CITY-WIDE GARAGE SALES.**

**WHEREAS** City Council desires to modify provisions of the Nixa City Code to allow for an additional city-wide garage sale; and

**WHEREAS** the City Council, after considering the amendments contained herein, desires to approve and adopt this Council Bill.

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

**SECTION 1:** Chapter 12, Article IV, of the Nixa City Code is hereby amended by adding thereto a new section 12-85, which said section shall read as follows:

(Note: Language to be added is indicated by being underlined. Language to be removed is indicated by being ~~stricken~~.)

Sec. 12-85. – City-wide garage sale – Authorized.

Notwithstanding the provisions of this Article to the contrary, persons are authorized to conduct, carry on or permit any garage, patio, yard or other similar sale upon the grounds of or within any dwelling or accessory structure to a dwelling located in a residential district, without providing written notice as required by Section 12-83 of the Nixa City Code for sales occurring on the second Friday, Saturday and Sunday of May and occurring on the last consecutive Friday, Saturday and Sunday occurring in September. Additionally, sales occurring during the periods described herein shall not count against the limits established in Section 12-84 of the Nixa City Code.

**SECTION 2:** The City Attorney, when codifying the provisions of this Ordinance, is authorized to provide for different section numbers, subsection numbers, and different internal citation references than those provided herein when such section numbers, subsection numbers, or internal citation references are in error or are contrary to the intent of this Ordinance.

**SECTION 3:** Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby.

**SECTION 4:** Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or

47 phrase thereof, irrespective of the fact that any one or more sections, subsections,  
48 sentences, clauses, or phrases be declared invalid.

49  
50 **SECTION 5:** This Ordinance shall be in full force and effect from and after its final  
51 passage by the City Council and after its approval by the Mayor, subject to the provisions  
52 of section 3.11(g) of the City Charter.  
53

54  
55 **ADOPTED BY THE COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

56  
57 ATTEST:

58  
59 \_\_\_\_\_  
60 PRESIDING OFFICER

\_\_\_\_\_ CITY CLERK

61  
62  
63 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

64  
65 ATTEST:

66  
67 \_\_\_\_\_  
68 MAYOR

\_\_\_\_\_ CITY CLERK

69  
70  
71 APPROVED AS TO FORM:

72  
73 \_\_\_\_\_  
74 CITY ATTORNEY



**Issue:** Ordinance Calling for an Election to Submit to the Qualified Voters the Question of Imposing a 1-cent Sales Tax to Fund Public Safety and Recreation

**Date:** 08/12/2022

**Submitted By:** Jimmy Liles, City Administrator

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### Background

The City of Nixa has grown significantly over the last several years. In 1987 the City's population was fewer than 4,700 people. Today we stand at over 24,000 residents. Along with this growth comes challenges. Among some of those challenges are the need for additional Parks facilities, additional office space in the police department and the need to hire additional police officers.

As of March 2022, the police department was averaging 112 calls for service a day. A recent staffing study showed the need for 11 additional officers to keep up with the growing number of calls for service. Unfortunately, due to limited revenues we were not able to add any additional police officers in the 2022 budget year. As mentioned above, there is a great need for additional office space as well. The police department is currently maxed out on available space. There is currently no office space open, and they have had to find alternative space to secure evidence and found property. Insight Design Architects worked with staff to provide a design for a new police department that would meet not only their current need for space but is designed to handle the anticipated growth for the next 20 years. Nixa's Police Chief Joe Campbell will present the proposed design at the City Council meeting.

The parks department is facing space issues as well. The City of Nixa has one community center (X Center) to serve our residents. The X center only has one basketball court to serve the many recreational activities that utilize the space. Some of these activities include basketball, volleyball and pickleball just to name a few. When you factor in the practices that each team needs to have and games that need to be scheduled, it does not leave much time for any "open" gym time for the general public. The X center is currently operating at 85-90% capacity, which leaves no space or time available to add additional programs, let alone keep up with the growth of the current programs we have in place. Sapp Design Architects worked with staff to provide a design for a new sports facility that would add the additional space needed to accommodate the community needs. Nixa's Director of Parks and Recreation Matt Crouse will present the proposed design at the City Council meeting.

### Analysis

Staff has worked diligently to find solutions to the challenges mentioned above. Of course, these solutions would take additional revenues. The City of Nixa's current available revenues are not sufficient to completely address any of the above needs. For example, the City of Nixa collected about 3.4 million dollars last year in general sales tax revenue. The police department





alone had expenses of 3.7 million. The only way to be able to completely address the need for the additional officers, the need for additional office space and the need for additional parks facilities in the foreseeable future would be to ask the public to consider a 1-cent general sales tax increase. Currently, the total sales tax rate within the City of Nixa is 7.475%. When you look at the City of Nixa's portion of the sales tax, we are collecting 1.5%, with only 1% going to the general fund. The 1% general sales tax has not changed since its inception in 1987 and is below our neighboring cities, despite our larger population and continued growth rate. The current 1-cent sales tax brought in around 3.4 million dollars in 2021 and the use tax brought in around \$660,000. If the public were to choose to approve an additional 1-cent sales tax, it would bring in an additional estimated 3.8 to 4 million dollars. These additional funds would allow us to start to address the need for additional officers as well as allow us to build both the sports complex and the new police department. Bringing the total City of Nixa sales tax to 2.5% would also bring us in line with other surrounding communities.

### Recommendation

Staff recommends the approval of the ordinance calling for an election to be held on November 8, 2022, asking the public to impose a 1-cent sales tax to fund public safety and recreation.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA CALLING AN ELECTION  
2 TO BE HELD ON NOVEMBER 8, 2022, TO SUBMIT TO THE QUALIFIED VOTERS  
3 THE QUESTION OF IMPOSING AN ADDITIONAL 1-CENT GENERAL SALES TAX TO  
4 FUND PUBLIC SAFETY AND RECREATION; AUTHORIZING THE CITY CLERK TO  
5 DO ALL THINGS NECESSARY AND CONVENIENT TO SUBMIT SAID QUESTION TO  
6 THE QUALIFIED VOTERS OF THE CITY; AND PROVIDING FOR THE ENACTMENT  
7 OF SAID TAX IF APPROVED.  
8  
9

10 **WHEREAS** the City is authorized pursuant to the Missouri Constitution and  
11 Sections 94.500 through 94.550 RSMo., to impose a general city sales tax; and  
12

13 **WHEREAS** the City currently collects a one cent sales tax for general municipal  
14 purposes and a half cent sales tax for street purposes; and  
15

16 **WHEREAS** the general one cent sales tax rate has existed at its current level since  
17 1987; and  
18

19 **WHEREAS** the Police and Parks Departments are funded through the City's  
20 general fund because they do not have a dedicated funding source; and  
21

22 **WHEREAS** in 2021 Police Department expenditures were over \$3.7 million while  
23 total general sales tax revenue was only \$3.4 million; and  
24

25 **WHEREAS** in 1987, the City of Nixa was home to fewer than 4,700 people, and in  
26 2000, the City grew to 12,000; and  
27

28 **WHEREAS** the City has since more than doubled again, cresting 24,000 residents  
29 in 2021 according to the U.S. Census Bureau, making Nixa the second-largest  
30 municipality in the Springfield-Branson metro area; and  
31

32 **WHEREAS** calls for service to the Nixa Police Department continue to increase  
33 each year as our population grows, with more than 21,000 calls for service over the  
34 course of 2021; and  
35

36 **WHEREAS** a staffing study of the Nixa Police Department demonstrated that the  
37 department requires an additional 11 officers to adequately serve the Nixa community,  
38 yet a facilities and use of space study indicated that the Police Department Headquarters  
39 needs to double in size to properly accommodate current staffing numbers, let alone any  
40 additional staff; and  
41

42 **WHEREAS** the National Recreation and Park Association says a city of Nixa's size  
43 should have 243 acres of developed park land, yet Nixa currently has 58 acres of  
44 developed park land and another 106 acres of undeveloped park land; and  
45

46 WHEREAS the X Center facility was completed in 2002 and is insufficient to meet  
47 growing demand for indoor recreational facilities; and

48  
49 WHEREAS citizens desire more walking and biking trails and other park  
50 improvements; and

51  
52 WHEREAS the City of Republic collects a 3.13 cent sales tax, the City of Ozark  
53 collects a 2.375 cent sales tax, the cities of Bolivar, Webb City, and Mt. Vernon each  
54 collects a 2.5 cent sales tax, the City of Rogersville collects a 2.25 cent sales tax, the City  
55 of Springfield collects a 2.12 cent sales tax, and the cities of Marshfield and Willard each  
56 collects a 2 cent sales tax; and

57  
58 WHEREAS Nixa’s current 1.5 cent sales tax rate is lower than our neighboring  
59 cities, despite our larger population and continued growth rate, and considering the city’s  
60 efforts to stretch its revenues as far as possible to meet the demand for police and  
61 recreational services; and

62  
63 WHEREAS imposing an additional 1 cent general sales tax, to fund public safety  
64 and recreation would bring Nixa’s total sales tax rate to 2.5 cents, bringing Nixa more in  
65 line with our neighboring cities; and

66  
67 WHEREAS an additional one cent sales tax will add a cost of \$0.01 to a qualifying  
68 \$1.00 retail purchase made within the city limits of the City of Nixa; and

69  
70 WHEREAS the City Council has determined that it is necessary to authorize an  
71 additional one percent city general sales tax to fund public safety and recreation; and

72  
73 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
74 NIXA, AS FOLLOWS, THAT:

75  
76 SECTION 1: An election is hereby called and ordered to be held within the City of  
77 Nixa, Missouri, pursuant to Section 94.510, et. seq. RSMo., on November 8, 2022, to  
78 submit the following question to the qualified voters of the City:

79  
80 QUESTION

81  
82 Shall the City of Nixa, Missouri, impose a city general sales tax of one  
83 percent (1%) to fund public safety and recreation?

84  
85 Yes [ ]

86 No [ ]

87  
88 Instructions to Voters: If you are in favor of the question, place an X in the  
89 box opposite “YES.” If you are opposed to the question, place an X in the  
90 box opposite “NO.”

91

92           **SECTION 2:** The City Clerk is authorized and directed to notify the Clerk of  
 93 Christian County, Missouri of the adoption of this Ordinance as soon as practicable, but  
 94 no later than 5:00 p.m. on the tenth Tuesday prior to November 8, 2022, and to include  
 95 in said notification all of the terms and provisions required by Chapter 115, RSMo., or any  
 96 other provision of law. The City Clerk is further authorized and directed to do all things  
 97 necessary and convenient to ensure that the question is properly submitted to the voters  
 98 on November 8, 2022, including, without limitation, submitting a different ballot from the  
 99 form approved Section 1 of this Ordinance, so long as the question submitted to the voters  
 100 is substantially the same as the question authorized in Section 1 of this Ordinance. The  
 101 City Clerk shall also provide a certified copy of the notice of election, which is attached  
 102 hereto as "Council Bill Exhibit A." Said notice of election shall be in substantially similar  
 103 form as the document attached hereto as "Council Bill Exhibit A."  
 104

105           **SECTION 3:** The Clerk of Christian County, Missouri is hereby authorized to  
 106 conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.  
 107

108           **SECTION 4:** The City Administrator, and other officers of the City, are hereby  
 109 authorized and directed to take such other actions as may be necessary or convenient to  
 110 carry out the purpose and intent of this Ordinance.  
 111

112           **SECTION 5:** Upon approval, by the qualified voters of the City, of the question  
 113 herein submitted by this Ordinance the additional sales tax contemplated herein shall be  
 114 levied, in addition to any other sales taxes levied by the City, within the City limits of the  
 115 City of Nixa, Missouri. The City Administrator, or designee, shall thereafter be authorized  
 116 and directed to provide certified copies of this Ordinance, and any other information which  
 117 may be necessary or convenient, to the Director of Revenue of the State of Missouri.  
 118

119           **SECTION 6:** If the proposed city sales tax is not approved by a majority of the  
 120 votes cast by the qualified voters voting thereon, then this Ordinance shall be of no effect,  
 121 and the sales tax proposed herein shall not be effective, however, the failure of this  
 122 proposition to receive the requisite majority vote shall have no effect on any other sales  
 123 tax levied or imposed by the City. Nothing herein is intended to be nor shall be deemed  
 124 as an abolition of any other tax levied by the City.  
 125

126           **SECTION 7:** This Ordinance shall be in full force and effect from and after its final  
 127 passage by the City Council and after its approval by the Mayor, subject to the provisions  
 128 of section 3.11(g) of the City Charter.  
 129

130  
 131 **ADOPTED BY THE COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

132  
 133                               ATTEST:

134  
 135 \_\_\_\_\_  
 136 PRESIDING OFFICER

137 \_\_\_\_\_  
 CITY CLERK

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APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**COUNCIL BILL EXHIBIT A**

**NOTICE OF ELECTION**

**NIXA, MISSOURI**

Notice is hereby given to the qualified voters of the City of Nixa, Missouri, that pursuant to an Ordinance duly adopted, the Mayor and City Council of the City of Nixa, Missouri, has called an election to be held in the City on November 8, 2022, commencing at 6:00 am and closing at 7:00 pm, for the purpose of submitting to the qualified voters of the City the question contained in the following sample ballot:

**QUESTION**

Shall the City of Nixa, Missouri, impose a city general sales tax of one percent (1%) to fund public safety and recreation?

Yes [ ]

No [ ]

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

A full and complete copy of Council Bill 2022-086, submitting the above question to the electorate is on file in the office of the City Clerk of the City of Nixa, Missouri where the same is open for inspection and copying during normal business hours.

The election will be held at the following polling places in the City:

*To be determined by the County Clerk of Christian County, Missouri.*



**Issue:** TRUMAN BLVD. CONSTRUCTION PROJECT

**Date:** August 15th, 2022

**Submitted By:** Jeff Roussel, Street Superintendent

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### Background

In 2015 the city hired CJW Transportation to develop preliminary construction plans for the extension of Truman Blvd. This corridor was identified as a needed improvement to provide for an additional North/South corridor in southwest Nixa to alleviate traffic congestion, accommodate future growth, and eliminate an unsafe existing corridor (Norton Rd.). In addition to the road improvements, water and electric plans were also developed for the project.

In April of 2018 a roadway Functional Classification Change request was submitted to the OTO (Ozarks Transportation Organization) and FHWA (Federal Highway Administration) to add the corridor to the Major Thoroughfare Plan. The request for functional classification change was approved allowing for the use of federal funds. The city was then able to enter into a 80% FHWA - 20% City cost share program for construction. Shortly after this time Truman Blvd. was also added to the cities TIP (Transportation Improvement Program) through the OTO and funds were secured for construction.

Fast forward to late 2020 and early 2021. Staff completed negotiations for all needed right-of-way, easements, and meet all the requirements set forth by FHWA (environmental reviews, archeological studies final design, etc.) Following approval by FHWA and MoDOT, the city bid the project with a June 2023 final completion date.

### Analysis

This CIP project, including Street, Water, and Electric improvements received four bids ranging from \$2,607,964.00 to \$3,071,588.36. D&E Plumbing has submitted the lowest responsible bid for \$2,607,964.00. Due to the increase in material and construction costs this year, the Street and Water portions of the bid do exceed budgeted amounts. Electric Dept. bids (\$226,595.00 low bid) are within budgeted amounts. The following shows the difference between the budgeted amount and the bid price for the Water and Street segments.

- Water Dept. Budget \$130,000.00      Bid Amount - \$336,800.00      Difference = \$206,800.00
- Street Dept Budget \$ 1,757,816.00      Bid Amount- \$2,044,569.00      Difference=\$289,175.00

The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



Completed bid documents, addendums, disadvantaged business enterprise requirements and all other information are on file with the City Clerk.

Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.





**Issue:** TRUMAN BLVD. CONSTRUCTION PROJECT

**Date:** July 25<sup>th</sup> , 2022

**Submitted By:** Jeff Roussell, Street Superintendent

---

### Background

In 2015 the city hired CJW Transportation to develop preliminary construction plans for the extension of Truman Blvd. This corridor was identified as a needed improvement to provide for an additional North/South corridor in southwest Nixa to alleviate traffic congestion, accommodate future growth, and eliminate an unsafe existing corridor (Norton Rd.). In addition to the road improvements, water and electric plans were also developed for the project.

In April of 2018 a roadway Functional Classification Change request was submitted to the OTO (Ozarks Transportation Organization) and FHWA (Federal Highway Administration) to add the corridor to the Major Thoroughfare Plan. The request for functional classification change was approved allowing for the use of federal funds. The city was then able to enter into a 80% FHWA - 20% City cost share program for construction. Shortly after this time Truman Blvd. was also added to the cities TIP (Transportation Improvement Program) through the OTO and funds were secured for construction.

Fast forward to late 2020 and early 2021. Staff completed negotiations for all needed right-of-way, easements, and meet all the requirements set forth by FHWA (environmental reviews, archeological studies final design, etc.) Following approval by FHWA and MoDOT, the city bid the project with a June, 2023 final completion date.

### Analysis

This CIP project, including Street, Water, and Electric improvements received four bids ranging from \$2,607,964.00 to \$3,071,588.36. D&E Plumbing has submitted the lowest responsible bid for \$2,607,964.00. Due to the increase in material and construction costs this year, the Street and Water portions of the bid do exceed budgeted amounts. Electric Dept. bids (\$226,595.00 low bid) are within budgeted amounts. The following shows the difference between the budgeted amount and the bid price for the Water and Street segments.

- Water Dept. Budget \$130,000.00      Bid Amount - \$336,800.00      Difference = \$206,800.00
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The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING FOR**  
3 **CERTAIN IMPROVEMENTS TO TRUMAN BOULEVARD AND AMENDING THE 2022**  
4 **ANNUAL BUDGET TO APPROPRIATE FUNDS FOR SAID CONTRACT.**

5 \_\_\_\_\_  
6  
7 **WHEREAS** City staff have solicited proposals for certain improvements to Truman  
8 Boulevard, said improvements being identified as Project Nos. STBG-9901(832) and  
9 CJW-15018C; and

10  
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that  
12 D&E Plumbing, submitted the lowest and 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 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved  
18 no increase in the revenues or expenditures from any fund shall be made unless the  
19 governing body adopts a measure setting forth the facts and reasons making the increase  
20 necessary and authorizing the increase; and

21  
22 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend  
23 budgeted revenues and expenditures upon the request of the City Administrator; and

24  
25 **WHEREAS** the City Administrator has requested a budget amendment as  
26 reflected in "Council Bill Exhibit B" and for the purposes referenced therein; and

27  
28 **WHEREAS** the City Council desires to amend the City's 2022 budget for the  
29 purposes identified herein.

30  
31 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
32 **NIXA, AS FOLLOWS, THAT:**

33  
34 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute  
35 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill  
36 Exhibit A," with D&E Plumbing. Said Contract shall be in substantially similar form as the  
37 document attached hereto as "Council Bill Exhibit A."

38  
39 **SECTION 2:** The City of Nixa's 2022 Annual Budget is hereby amended in the  
40 accounts and the amounts as shown on "Council Bill Exhibit B," which is attached hereto  
41 and incorporated herein by this reference.

42  
43 **SECTION 3:** City Council finds that the budget amendment enacted by this  
44 Ordinance has been recommended by the City Administrator. The City Administrator is  
45 directed to cause the appropriate accounting entries to be made in the books and records  
46 of the City to reflect the budget amendment enacted by this Ordinance.

47           **SECTION 4:** The City Administrator and the officers of the City are hereby  
48 authorized to do all things necessary or convenient to carry out the terms and intent of  
49 this Ordinance.  
50

51           **SECTION 5:** This Ordinance shall be in full force and effect from and after its final  
52 passage by the City Council and after its approval by the Mayor, subject to the provisions  
53 of section 3.11(g) of the City Charter.  
54

55  
56 **ADOPTED BY THE COUNCIL THIS 15th DAY OF August, 2022.**

57  
58 ATTEST:

59  
60  
61 \_\_\_\_\_  
62 PRESIDING OFFICER

63  
64 \_\_\_\_\_  
65 CITY CLERK

66  
67 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

68 ATTEST:

69  
70 \_\_\_\_\_  
71 MAYOR

72  
73 \_\_\_\_\_  
74 CITY CLERK

75 APPROVED AS TO FORM:  
\_\_\_\_\_  
CITY ATTORNEY

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Nixa,  
 (hereinafter referred to as the Owner) and D&E Plumbing  
 of 1112 Falcon Crest Ct, Nixa, MO 65714, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Public Improvements for Truman Boulevard Roadway Extension STBG-9901(832)

Public Improvements for Truman Boulevard Electrical and Waterline Extensions CJW-15018C

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner, and in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Jimmy Liles, acting by and through the  
City of Nixa

By \_\_\_\_\_  
City Administrator, City of Nixa

ATTEST: (SEAL)

\_\_\_\_\_  
City Clerk, Rebekka Coffey

D&E Plumbing

By Steve Eoff  
Authorized Contractor Signature

STUE EOFF  
Printed Name of Signatory

ATTEST: (SEAL)

Cheryl Eoff  
Secretary-Treasurer  
[Attest Person Title Here and Printed Name]

# *Nixon & Lindstrom*

**INSURANCE**

EST. 1955

July 21, 2022

City of Nixa, Missouri  
715 W Mt. Vernon Street  
Nixa, Missouri 65714

RE: Bond #: RCB0040524  
Public Improvements for Truman Boulevard  
D & E Plumbing & Heating, Inc.

To Whom This May Concern,

Please use this letter as your authority to date the bonds and power of attorney the same date as the contract. Upon signing of the contract, please advise us of the contract date or forward us a copy of the dated and signed contract.

Thank you for your assistance and please call if you have any questions.

Sincerely,



Emily Berg  
Attorney-in-Fact

Nixon & Lindstrom Insurance  
901 E Battlefield Road  
Springfield, MO 65807-4811  
Eberg@nixonins.com



RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: 309-692-1000 Fax: 309-692-8637

# PERFORMANCE BOND

Bond No. RCB0040524

**KNOW ALL MEN BY THESE PRESENTS:**

That D & E Plumbing & Heating, Inc.  
1112 N Falcon Crest Court  
Nixa, MO 65714  
 (Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and RLI Insurance Company, Peoria  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety,  
 are held and firmly bound unto City of Nixa, Missouri  
715 W Mt. Vernon Street Nixa, Missouri 65714 as Obligee,  
 (Here insert the name and address or legal title of the Owner)

hereinafter Owner, in the amount of Two Million Six Hundred Seven Thousand Nine Hundred Sixty Four Dollars and No Cent  
 Dollars (\$2,607,964.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Public Improvements for Truman Boulevard Roadway Extension MoDOT STBG-9901(832) \$2,044,569.00  
Public Improvements for Truman Boulevard Electrical and Waterline Extensions CJW-15018C \$563,395.00

in accordance with drawings and specifications prepared by CJW Transportation Consultants, LLC  
 (Here insert the full name and address or legal title of Architect)

which contract is by reference made a part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner,

such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph,) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

Secretary  
  
 Sheryl C. Amos Attorney in Fact

D & E Plumbing & Heating, Inc.  
 (Principal) (Seal)

RLI Insurance Company  
 By   
 Emily Berg Attorney in Fact





RLI Insurance Company  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: 309-692-1000 Fax: 309-692-8637

# LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS USED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONTIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

Bond No. RCB0040524

**KNOW ALL MEN BY THESE PRESENTS:**

That D & E Plumbing & Heating, Inc.  
1112 N Falcon Crest Court  
Nixa, Mo 65714  
 (Here insert the full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and RLI Insurance Company, Peoria,  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, are held  
 and firmly bound unto City of Nixa, Missouri  
715 W Mt. Vernon Street Nixa, Missouri 65714  
 (Here insert the full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_  
Two Million Six Hundred Seven Thousand Nine Hundred Sixty Four Dollars and No Cent Dollars (\$2,607,964.00),  
 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
 severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Public Improvements for Truman Boulevard Roadway Extension MoDOT STBG-9901(832) \$2,044,569.00  
Public Improvements for Truman Boulevard Electrical and Waterline Extensions CJW-15018C \$563,395.00

in accordance with drawings and specifications prepared by CJW Transportation Consultants, LLC  
 (Here insert the full name and address or legal title of Architect)

Which contract is by reference made part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution hereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant, (a) unless claimant other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for

which said claim is made, stating with sustantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than is a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[Signature]  
 \_\_\_\_\_  
 Sheryl C. Amos Attorney in Fact

D & E Plumbing & Heating, Inc.  
 Principal [Signature] (Seal)

RLI Insurance Company  
[Signature]  
 Emily Berg Attorney in Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

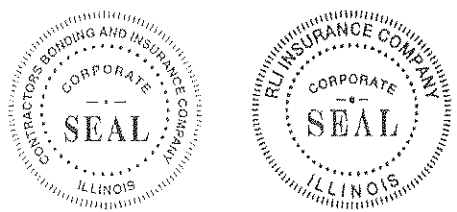
in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_ day of \_\_\_\_\_.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nixon & Lindstrom Insurance Roger Lindstrom 901 E. Battlefield Road Springfield MO 65807-4811		<b>CONTACT NAME:</b> Emily Berg <b>PHONE (A/C, No, Ext):</b> (417) 881-6623 <b>E-MAIL ADDRESS:</b> eberg@nixonins.com <b>FAX (A/C, No):</b> (417) 881-8269	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bitco Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> D & E Plumbing & Heating Inc 1112 N Falcon Crest Court Nixa MO 65714-7400		<b>NAIC #</b> 20095	

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Auto to 9/22      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3718117	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3706982	09/08/2021	09/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2821846	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N    N/A			WC3718118	06/16/2022	06/16/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CLP3718117	06/16/2022	06/16/2023	Any One Item: \$300,000 Total of All Equipment \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 • Projects: STBG-9901(832), Truman Boulevard Roadway Extension and CJW-15018C, Truman Boulevard Electrical & Waterline Extensions  
 • City of Nixa, Missouri Department of Transportation, MoDOT, MHTC and all employees are an additional insured on the General Liability and Automobile Liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Nixa, Missouri 715 W Mt Vernon St PO Box 395 Nixa MO 65714	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nixon & Lindstrom Insurance Roger Lindstrom 901 E. Battiefeld Road Springfield MO 65807-4811		<b>CONTACT NAME:</b> Emily Berg <b>PHONE (A/C, No, Ext):</b> (417) 881-8623 <b>E-MAIL ADDRESS:</b> eberg@nixonins.com <b>FAX (A/C, No):</b> (417) 881-8269	
<b>INSURED</b> D & E Plumbing & Heating Inc 417-725-5300 1112 N Falcon Crest Court Nixa MO 65714-7400		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bitco Insurance Co NAIC # 20095 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Auto to 9/22      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3718117	06/16/2022	06/16/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3706982	09/08/2021	09/08/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2821846	06/16/2022	06/16/2023	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3718118	06/16/2022	06/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment			CLP3718117	06/16/2022	06/16/2023	Any One Item:	\$300,000
							Total of All Equipment	\$600,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Projects: STBG-9901(832), Truman Boulevard Roadway Extension and CJW-15018C, Truman Boulevard Electrical & Waterline Extensions
- City of Nixa, Missouri Department of Transportation, MoDOT, MHTC and all employees are an additional insured on the General Liability and Automobile Liability as required by written contract.

<b>CERTIFICATE HOLDER</b> City of Nixa, Missouri 715 W Mt Vernon St PO Box 395 Nixa MO 65714	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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>
\$206,800	02 – Water Project W2021-05	Infrastructure	02-800-5452500	Current
\$289,175	13 - Streets Project ST2021-05	Infrastructure	13-300-5452500	Current

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a Capital Improvement Project to extend Truman Blvd.

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	\$932,177 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$92,595 (net)
Police	\$110,329
Street	
Park	\$47,500
Planning & Development	
<b>TOTAL</b>	<b>\$1,893,408</b>



**Issue:** Memorandum of Understanding with Nixa School District Regarding Law Enforcement (Second Reading)

**Date:** August 4, 2022

**Submitted By:** Joe Campbell, Chief of Police

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### Background

Recently, the Nixa School District has reached out to the Nixa Police Department with a request to enter a Memorandum of Understanding concerning certain law enforcement duties and authority concerning their school police. As permitted by state statute, the Nixa School District has initiated the process to create and commission their own School Police Officers. This would allow School Police Officers to be commissioned by the Nixa School Board and enforcement certain state laws on their property, busses and at locations where school events are held.

As part of the process the School District must sign memorandums of understanding (MOU) with all local law enforcement agencies within their district. This MOU defines the powers and scope of law enforcement duties of the school police.

### Analysis

As defined by state statute, the Nixa School Police will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU. SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses. They will not investigate the following types of cases:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;



- g. Missing persons
- h. Nixa Municipal Ordinances
- i. Any matter mutually agreed by School District SROs and NPD

Recommendation

Staff has reviewed this MOU and recommends approval.



**Issue:** Memorandum of Understanding with Nixa School District Regarding Law Enforcement

**Date:** July 21, 2022

**Submitted By:** Joe Campbell, Chief of Police

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### Background

Recently, the Nixa School District has reached out to the Nixa Police Department with a request to enter a Memorandum of Understanding concerning certain law enforcement duties and authority concerning their school police. As permitted by state statute, the Nixa School District has initiated the process to create and commission their own School Police Officers. This would allow School Police Officers to be commissioned by the Nixa School Board and enforcement certain state laws on their property, busses and at locations where school events are held.

As part of the process the School District must sign memorandums of understanding (MOU) with all local law enforcement agencies within their district. This MOU defines the powers and scope of law enforcement duties of the school police.

### Analysis

As defined by state statute, the Nixa School Police will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU. SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses. They will not investigate the following types of cases:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;





- g. Missing persons
- h. Nixa Municipal Ordinances
- i. Any matter mutually agreed by School District SROs and NPD

Recommendation

Staff has reviewed this MOU and recommends approval.

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH NIXA PUBLIC SCHOOLS FOR CERTAIN LAW ENFORCEMENT SERVICES.**

**WHEREAS** Nixa Public Schools has commissioned school officers as licenses peace officers; and

**WHEREAS** Missouri law requires that Public Schools seeking to commission school officers as licensed peace officers must execute a Memorandum of Understanding with local law enforcement jurisdictions; and

**WHEREAS** such a Memorandum of Understanding has been prepared and is attached hereto as "Council Bill Exhibit A"; and

**WHEREAS** City Council desires to authorize the execution of the Memorandum of Understanding, 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 Memorandum of Understanding attached hereto, and incorporated herein by this reference, as "Council Bill Exhibit A," with Nixa Public Schools. 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 15th DAY OF August, 2022.**

ATTEST:

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

**APPROVED BY THE MAYOR THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.**

ATTEST:

**COUNCIL BILL NO. 2022-075**

**ORDINANCE NO. \_\_\_\_\_**

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\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING REGARDING LAW ENFORCEMENT SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU” or “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the City of Nixa, Missouri and Nixa Public Schools (“School District”).

WITNESSETH:

THAT, WHEREAS, the City of Nixa Police Department (NPD) provides Law Enforcement services for the City of Nixa, Missouri; and

WHEREAS, the School District has, pursuant to Missouri Revised Statutes Section 162.215, commissioned school officers as licensed peace officers,

WHEREAS, Missouri law requires the parties to execute a Memorandum of Understanding because some of the locations at which School District’s officers may be required to perform their police functions are located within the jurisdiction of NPD; and

WHEREAS, the parties agree and acknowledge that this MOU is intended to facilitate a clear understanding for the handling of school-related incidents, and serve the purposes contemplated by § 162.215, RSMo.;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the School District and NPD as follows:

1. Law Enforcement in General. In accordance with § 162.215, RSMo., the School District will authorize and commission School Resources Officers (“SROs”) whose authority is limited to crimes occurring on School District premises and property, on School District buses, and at School District activities.

- a. SROs shall be licensed peace officers, as defined in §590.010, 115Mo. and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SROs’ tenure as a commissioned School Resource Officer. The SROs will carry a firearm as part of normal duties while on District property, buses and at school functions within the purview of this MOU.
- b. Subject to Paragraph 2 of this MOU, SROs shall have the authority to conduct any justified stop on school property and enforce any location violation that occurs on School District grounds. SROs shall have the authority to stop, detain, and arrest for crimes committed on School District property, at School District activities, and on School District's buses.
- c. SROs shall abide by School District’s Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. SROs shall consult with and coordinate activities through the School District's superintendent or the superintendent's designee.
- d. The parties acknowledge and agree that this MOU does not grant an SRO statewide arrest authority.

2. Special Cases Requiring NPD Support. NPD agrees to respond to, investigate, and otherwise handle all issues arising from the following types of cases on School District’s premises and property, on School District’s school buses, and at District’s school activities located within NPD jurisdiction:

- a. Felonies involving the threat or use of force;
- b. Sex offenses;
- c. Weapons offenses;
- d. Misdemeanor marijuana possession if the suspect is an adult, and any other misdemeanors that potentially involve non-students;
- e. Investigations that might result in criminal charges being filed against a SRO (including all officer-related shooting or use-of-force Incidents resulting in serious injury or death);
- f. Serious injury or fatality motor vehicle accidents;
- g. Missing persons; and
- h. Any matter mutually agreed by School District SROs and NPD Command Staff (with approval by the NPD Chief) to require NPD involvement.

3. Request for NPD Services. When any case involving one of the subject matters listed in Paragraph 2 of this Agreement arises within NPD jurisdiction on School District property, the SRO responding to the case shall secure the scene, ensure the safety of persons involved (call EMT if necessary, etc.), and immediately request NPD's assistance through the E 911 dispatch.

4. Exchange of Data. All information, data, and reports in the School District's possession and necessary for the carrying out of the work, shall be furnished to the NPD without charge, and the parties shall cooperate with each other in every way possible in carrying out the work. Nothing in this MOU shall require School District to disclose information protected by the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), or any other information in which the law recognizes a protection or privilege that may subject the School District to liability for unauthorized disclosure. NPS will continue to use NPD's radio channel for all radio traffic and calls for service dispatches.

5. Personnel. NPD represents that it will secure, at its own expense, all personnel required to perform the services called for under this contract by NPD. Such personnel shall not be employees of or have any contractual relationship with the School District. All of the services required to be performed by NPD hereunder will be performed by NPD or under NPD'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 written approval of the School District.

6. Term. The term of this Agreement shall be from August 1, 2022 to August 1, 2023. Thereafter the Agreement shall renew annually, unless either party terminates the Agreement as provided in this Agreement.

7. Payment. No payment shall be exchanged for the services described in this Agreement.

8. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 30 days prior to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by NPD under this contract shall at the option of the School District become its property; provided, that NPD shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any such breach of the contract by NPD.

9. Conflicts. No salaried officer or employee of the City of Nixa shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void.

10. Discrimination. NPD agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Liability. NPD hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of NPD police officers undertaken on School District's premises and property, on School District's school buses, and at District's school activities. The School District hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of School District SROs. Nothing herein shall be constructed to waive any sovereign, official, qualified or governmental immunity applicable to either party, its officers, councilmembers, agents or employees.

12. Notices. All notices required or permitted herein and required to be in writing may be given by First Class mail addressed to Joe Campbell, Chief of Police, Nixa Police Department, 715 West Center Circle, Nixa, MO 65714 and to Captain Jason Hartsell, Dir. of School Police, Nixa Public Schools, 301 S. Main St., Nixa, MO 65714. Notice shall be deemed effective upon the earlier of actual delivery, one (1) business day after posting with such courier service, or three (3) business days after deposit with the United States Postal Service in the manner above required.

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

14. Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement 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.

[signatures on following page]

**NIXA PUBLIC SCHOOLS**

**CITY OF NIXA, MISSOURI**

By \_\_\_\_\_  
Linda Daugherty, President of the Nixa Public  
Schools Board of Education

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Mike Copeland, Secretary of the Nixa Public  
Schools Board Of Education

Date: \_\_\_\_\_



**Issue:** PERSONNEL HANDBOOK POLICY 6.19-REMOTE WORK

**Date:** August 15, 2022

**Submitted By:** Amanda Hunsucker, Director of Human Resources

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### Background

The City of Nixa would like to implement a Remote Work policy for employees that are quarantined because of family, can't make it in to work due to weather or are on extended leave. This is a benefit that has become very popular in the last couple of years and can be very beneficial to our employees and the organization. This is not a benefit that will apply to everyone because not every position can be done from a computer. Employees must have approval before they can do remote work and parameters have to be set up with their supervisor.

### Analysis

This policy will be beneficial to employees and the organization because work is still getting completed in a timely fashion even when employees are not in the office.

### Recommendation

Staff agrees with this recommendation.



**RESOLUTION NO. 2022-081**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE CITY'S**  
2 **PERSONNEL HANDBOOK BY ADDING THERETO POLICY 6.19 WHICH RELATES**  
3 **TO REMOTE WORK BY CITY EMPLOYEES.**  
4

5  
6 **WHEREAS** City Charter Section 7.2 requires the Council to adopt a Personnel  
7 Code; and

8  
9 **WHEREAS** the City maintains its personnel and employment policies in a  
10 Personnel Handbook, which is modified by Resolution from time to time; and

11  
12 **WHEREAS** the City Council desires to establish Policy 6.19 to authorize the City  
13 Administrator to implement remote work procedures.

14  
15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
16 **NIXA, AS FOLLOWS, THAT:**

17  
18 **SECTION 1:** The City's Personnel Handbook is hereby amended by adding thereto  
19 Policy 6.19 which shall read as set forth in "Resolution Exhibit A." "Resolution Exhibit A"  
20 is attached hereto and incorporated herein by this reference as though fully set forth  
21 herein.

22  
23 **SECTION 2:** This Resolution shall be in full force and effect from and after its final  
24 passage by the City Council and after its approval by the Mayor, subject to the provisions  
25 of section 3.11(g) of the City Charter.

26  
27 **ADOPTED BY THE COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST, 2022.**

28  
29 ATTEST:

30  
31 \_\_\_\_\_  
32 PRESIDING OFFICER

31 \_\_\_\_\_  
32 CITY CLERK

33  
34  
35 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

36  
37 ATTEST:

38  
39 \_\_\_\_\_  
40 MAYOR

39 \_\_\_\_\_  
40 CITY CLERK

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42  
43 **APPROVED AS TO FORM:**

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45 \_\_\_\_\_  
46 CITY ATTORNEY

### **6.19 Remote Work Policy**

- (a) The City Administrator, or designee, is authorized to allow full-time City employees to work remotely utilizing the policy established herein. For purposes of this policy, remote work is defined as the practice of allowing employees to work at home, on the road, or in a satellite location other than their normal work location.
- (b) Employees may be authorized to work remotely in the event of inclement weather, if an employee is quarantined due to the illness of a family member or member of their household, or for any other reasons where an employee is capable of working but it is impracticable for the employee to report to their regular work location.
- (c) The use of the remote work policy shall not be authorized in place of sick leave or in place of childcare issues.
- (d) Requests for remote work shall be evaluated and approved by the City Administrator or designee. Approval shall be at the discretion of the City Administrator or designee.
- (e) Before a full-time employee shall be authorized to work remotely a remote work plan shall be prepared and approved by the City Administrator or designee. Such work plan shall provide the parameters of the employee's remote work authorization and shall contain provisions regarding the following:
  - (1) The number of work hours that the employee is authorized to work remotely.
  - (2) How often the employee is required to check in with their supervisor, or other designated reporting contact, to provide updates on their day-to-day performance while engaged in remote work.
  - (3) Any equipment that the City will be providing to the employee while they are engaged in remote work. Said equipment, including the asset number or other method of official designation assigned to the equipment, shall be documented on the remote work plan. No City equipment shall be provided to the employee unless the equipment contains an asset number or other applicable identification, and said identification is on file with the City's Finance Department.

The City Administrator or designee may modify the provisions of the remote work plan at any time.

- (f) Any City equipment provided to the employee as part of remote work authorization shall be used solely for City work. The employee shall not make any changes to security or administrative settings of City of Nixa equipment. All City equipment shall remain the property of the City of Nixa. The employee shall protect City equipment and resources from theft or damage and shall report theft or damage of City equipment to their supervisor immediately.

- (g) Non-exempt employees shall record all hours worked and any meal or break periods which are taken in accordance with the City's policies regarding such practices.
- (h) Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
- (i) Employees shall comply with all City of Nixa rules, policies, practices, and instructions that would apply if the employee were working at their regular work location.
- (j) Employees shall report work-related injuries to their supervisor within 24 hours of the injury.
- (k) Employees on remote work authorization shall comply with all applicable City of Nixa's policies regarding information security. Employees shall ensure the protection of proprietary City of Nixa and customer information accessible from their home offices.
- (l) Employees on remote work authorization who are terminated shall return all City equipment and documents to the City within five days of termination of employment.
- (m) The City Administrator is authorized to determine that certain positions within the City are not eligible for remote work due because their job responsibilities or duties cannot be adequately performed in a remote fashion.
- (n) The City Administrator is authorized to revoke any remote work authorization granted pursuant to this policy when an employee has violated any of the provisions of this policy, the provisions contained in their remote work plan, or any other City policies or procedures.
- (o) The City Administrator is authorized to promulgate additional requirements to implement the provisions of this policy.



**Issue:** CHANGE TO POLICY 1014 EMPLOYEE COMPENSATION AND OVERTIME PROGRAM

**Date:** August 4<sup>th</sup>, 2022

**Submitted By:** Joe Campbell, Chief of Police

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### Background

Some MoDOT traffic safety grants allow recipients to pay officers who work grant hours for traffic enforcement efforts to be paid two times their normal rate of pay versus the normal rate of pay which is one and a half times their normal rate of pay. This modification was allowed to encourage officers to engage in grant paid traffic enforcement efforts.

On a yearly basis, the Nixa Police Department is a recipient of MoDOT traffic safety grants which are eligible for such pay. A requirement to be eligible for double overtime pay for this work is a provision that department policy officially allow this form of pay in their compensation policy.

MoDOT drafted basic language for police departments to adopt, which the Nixa Police Department did during our last policy updates.

However, MoDOT has reached out to departments requesting an additional revision in the language of the policy so that the department's policy is clearer on this pay option.

Attached is our compensation policy with the required language change MoDOT is requesting.

### Analysis

By adopting this language into policy, the Nixa Police Department can pay their officers double overtime for certain MoDOT sponsored traffic grant work. This will encourage officers to participate in these opportunities thus ensuring we are addressing DWI and hazardous driving through proactive enforcement efforts. The use of MoDOT grants to supplement our budget is an important tool for the organization. The utilization rate of grant money allocated to our department is evaluated annually and used to determine if our future grant allocations will increase or decrease.

### Recommendation

It is staff's recommendation this policy change be adopted.

**RESOLUTION NO. 2022-082**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE POLICE**  
2 **DEPARTMENT’S LAW ENFORCEMENT POLICY MANUAL BY MODIFYING POLICY**  
3 **1014 WHICH RELATES TO COMPENSATION AND OVERTIME.**  
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5  
6 **WHEREAS** the City’s Police Department maintains its Department and operational  
7 procedures in the Department’s Law Enforcement Policy Manual; and  
8

9 **WHEREAS** from time to time, it is necessary to modify said Manual.

10  
11 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
12 **NIXA, AS FOLLOWS, THAT:**  
13

14 **SECTION 1:** The Police Department’s Law Enforcement Policy Manual is hereby  
15 amended by repealing Policy 1014 and adopting in lieu thereof a new Policy 1014, which  
16 shall read as set forth in “Resolution Exhibit A.” “Resolution Exhibit A” is attached hereto  
17 and incorporated herein by this reference as though fully set forth herein. Language to be  
18 added is indicated by being underlined. Language to be removed is indicated by being  
19 ~~stricken~~.  
20

21 **SECTION 2:** This Resolution shall be in full force and effect from and after its final  
22 passage by the City Council and after its approval by the Mayor, subject to the provisions  
23 of section 3.11(g) of the City Charter.  
24

25  
26 **ADOPTED BY THE COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST, 2022.**  
27

28 ATTEST:  
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30 \_\_\_\_\_  
31 PRESIDING OFFICER  
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30 \_\_\_\_\_  
31 CITY CLERK  
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33  
34 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**  
35

36 ATTEST:  
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38 \_\_\_\_\_  
39 MAYOR  
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38 \_\_\_\_\_  
39 CITY CLERK  
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41  
42 APPROVED AS TO FORM:  
43

44 \_\_\_\_\_  
45 CITY ATTORNEY

# Employee Compensation and Overtime Program

## 1014.1 POLICY

It shall be the policy of the Nixa Missouri Police Department to compensate those employees required to perform tasks that exceed their normal work period or which occur during their scheduled leave period.

All department employees may be required to work hours in excess of their normal work period when necessary and as determined by department management.

## 1014.2 DEFINITIONS

**Court Time** - Normal off-duty time required to respond to an official court subpoena that relates to duties performed as an employee of the Department.

**Emergency Call-in** - Authorized when an eligible employee is called to duty, for emergency or special conditions, while on authorized leave. (Special conditions will be defined by the Chief. Some examples: Emergency Overtime Assignments, Disasters or Internal Affairs Investigations) It will be considered an Emergency Call-in when called to duty without 07 days of advanced notice.

**Overtime** - Authorized time worked by an employee, caused by no fault of the employee, which exceeds their normal work period. The overtime rate paid for hours worked in excess of their normal work period will be at one and one-half times the employee's normal hourly rate. Your base work period for computing overtime compensation will be the actual hours worked. Exempt employees shall not be paid for overtime worked.

1. "Guaranteed Overtime" - designated hours worked by employees that are paid as overtime regardless of the actual number of hours worked by an employee in a work period.
2. Grant Overtime
  - (a) Officers who work hours eligible for reimbursement through grants which specify those hours must be paid as overtime will be paid at the overtime rate of pay (see "Guaranteed Overtime").
  - (b) In the instances of Traffic Enforcement Overtime, police officers will be paid at the rate of two times their rate while working on the Traffic Enforcement Project when approved by the Chief of Police. Hours worked in that pay period will be processed in accordance with the Fair Labor Standards Act. ~~Some Highway Safety Grants will allow officers to be paid at a rate of two times an officer's regular hourly rate of pay. The Chief of Police will designate when officers who work hours eligible for reimbursement through these Highway Safety Grants will be paid at a rate of two times their regular hourly rate for those hours worked (see "Guaranteed Overtime").~~

\*\*See City Handbook for Standby, Callout and Callback Policy for employee exceptions.

# Nixa Police Department

## Law Enforcement Policy Manual

### *Employee Compensation and Overtime Program*

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**Work Period** - This is defined as a fourteen-day period. A normal work period will be based on the shift length as follows:

- 08-hour shift = 80 hours
- 10-hour shift = 80 hours
- 12-hour shift = 84 hours

**Compensatory Time** - Time off in lieu of immediate overtime pay at a rate of one and one-half hours for each hour of overtime worked.

#### **1014.3 PROCEDURE**

##### 1. ADMINISTRATION OF THE COMPENSATION PROGRAM

###### 1. Employee Responsibility

1. All non-exempt employees are required to enter hours into the electronic time entry system.
2. The employee claiming overtime compensation shall appropriately complete an overtime request via our electronic time entry system. Time will be approved electronically by a supervisor or designee.
3. Time shall be entered via fifteen (15) minute increments in the electronic time entry system.

###### 2. Supervisor's Responsibility

1. Each supervisor shall be responsible for organizing and managing the work of staff in a manner to minimize the accumulation of overtime.
2. The supervisor or designee shall review for accuracy and electrically approve time submitted by staff in our electronic time entry system.
3. Should approve compensatory time requests unless it would unduly disrupt City operations.
  1. Supervisors may require employees to take time off to reduce compensatory time balances.
  2. Supervisors should give as much advance notice as possible to employees when mandating the use of Compensatory time.

2. **COMPENSATORY TIME** - An agreement between the employee and the Department concerning the use of compensatory time must be reached prior to the performance of work. The agreement need not be in writing and may be evidenced by the employee working overtime knowing that the Department utilizes compensatory time in lieu of paid overtime, a Department policy that has been communicated to employees, language in an offer letter or other methods that establish an agreement to accept compensatory time in lieu of paid overtime. The City need not adopt the same agreement or understanding with all employees. Occasional cash payment of overtime hours doesn't negate the compensatory time agreement.

# Nixa Police Department

## Law Enforcement Policy Manual

### *Employee Compensation and Overtime Program*

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1. Only non-exempt members are eligible for compensatory time.
2. Compensatory time will be managed in the City's payroll system.
  - (a) Failure to follow timekeeping procedures or misrepresentation on timesheets is grounds for discipline up to and including termination.
3. Members may accumulate a maximum of 40 hours (26.667 hours of actual overtime worked) per year.
4. Compensatory time is granted at the rate of one and one-half hours for each overtime hour worked.
5. Compensatory time must be earned before it is taken.
6. Compensatory time may be taken at the employee's discretion with supervisor approval.
7. The Department may, in its discretion cash out accumulated compensatory time at the employee's hourly rate of pay.
  - (a) Members who transfer into Exempt status positions will be paid out for any unused compensatory time balances.
  - (b) Unused compensatory time earned between January 1 of the calendar year through December 14 of the same calendar year will be paid out at the employee's hourly rate of pay.
  - (c) Members are prohibited from accruing compensatory time from December 15 through December 31 of the calendar year.
  - (d) Members will be paid out all compensatory time balances upon resignation or termination at the member's hourly rate of pay.
3. **EMERGENCY CALL-IN COMPENSATION** - All nonexempt officers, who report back to work for an Emergency Call-in at the direction of proper authority after leaving their assigned place of work at the end of the regular shift, and who are officially excused before completing three hours of work, shall be credited with a minimum rate of three (3) hours at the normal hourly pay rate. **These hours will be paid at overtime rate of pay (see "Guaranteed Overtime")**. In the event an officer works more than three, hours all additional hours worked which are outside the time period during which the employees' normal work shift hours occur shall be credited with compensation for the actual amount of time it took to complete the Emergency Call-in.
4. **STANDBY COMPENSATION** - The City of Nixa will compensate standby personnel, not compensated within their regular hourly rate, at a flat rate of \$105/week or \$15/day.
5. **COURT TIME COMPENSATION**
  1. All employees attending a court session while off-duty shall be compensated at a minimum of three (3) hours at the normal hourly pay rate. **These hours will be paid at overtime rate of pay (see "Guaranteed Overtime")**.
    - (a) Employees must be responding to an official court subpoena relating to any law enforcement duty.



# Nixa Police Department

## Law Enforcement Policy Manual

### *Employee Compensation and Overtime Program*

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- (b) Prior to responding to Court, the employee must call the Court Clerk to ensure that their case has not been delayed or canceled.

#### 6. COMPENSATION OPTIONS

##### 1. Work Schedule Options

- (a) Employees assigned to various events or extra duties shall attempt to adjust their work hours so that they are attending the assignment while on-duty if possible doing so in coordination with and approval of their supervisor.

#### 7. TELEPHONE CALLS

- 1. Off-duty work-related telephone calls which last over 6-minutes (continuous) will be eligible for 0.25 hours of compensation. The breakdown is as follows:

- (a) 6-20 minutes = 0.25 hours
- (b) 21-35 minutes = 0.50 hours
- (c) 36-50 minutes = 0.75 hours
- (d) 51-65 minutes = 1.0 hours

- 2. Each phone call is calculated individually, and calls cannot be combined to meet the 6-minute threshold. If you engage in additional work after the phone call, this would be on-duty work and you would be paid accordingly. However, you must keep records of all your time and produce it at the time you request compensation.

#### 8. TEXT MESSAGES

- 1. Members who engage in work-related communication via text messages while off duty will not be eligible for compensation. Text messaging has not been deemed a substantial interruption to off-duty hours.

### **1014.4 HOLIDAY HOURS**

In lieu of the City of Nixa Holidays and Floating Holidays policies, commissioned officers will accrue holiday hours based on their assigned shift length of 12-hours (144 hours max annually), 10-hours (120 hours max annually), or 8-hours (96 hours max annually). Commissioned officers will accrue hours equivalent to their shift length on the first pay period of the month for the months of January through December. A supervisor may require the employee to take time off to reduce holiday leave time balances. Commissioned officers will be allowed to use holiday time (in 0.25-hour increments) accrued upon approval from a supervisor. Holiday time will be allowed to be banked to a maximum of 144 hours and rolled over from year to year. Since hours will be allowed to roll over, there will not be an annual payout of unused holiday hours. The employee will be responsible to maintain no more than 144 holiday hours. When a commissioned officer has reached the maximum allowed, further accrual of holiday hours will be suspended until the commissioned officer has reduced the balance below the 144 hours maximum.

# Nixa Police Department

## Law Enforcement Policy Manual

### *Employee Compensation and Overtime Program*

---

All holiday hours should be scheduled 07 days in advance in writing. No more than 80 or 84 hours (depending on shift length) may be taken at a time. Holiday hours and vacation hours cannot be combined or taken "back to back" to circumvent the 80 or 84-hour cap unless approved by the City Administrator\*\*. Holiday hours of less than 80 or 84 hours will be approved by your Supervisor according to departmental needs.

\*\*Stipulations for more than 80 or 84 hours of holiday time:

- 1) Must have the time available to use.
- 2) Written letter asking for approval and explaining why the extra time is needed.
- 3) Any holiday time request longer than 80 or 84 hours should be approved by City Administrator at least 30 days in advance.

Upon voluntary resignation from city service, the employee shall be paid 25% of unused holiday hours.

Upon involuntary separation from city service, an employee shall not be entitled to receive payment of unused holiday hours.

#### **1014.5 PERSONAL HOURS**

In lieu of the City of Nixa Personal Hours policy commissioned officers will accrue personal hours based on their assigned shift length of 12-hours, 10-hours, or 08 hours.

Personal Hours accrued as follows to be taken at any time approved by a supervisor:

3 months to 15 years

12-hours shift - 12 hours each year (1 day)

10-hours shift - 10 hours each year (1 day)

08-hours shift - 08 hours each year (1 day)

One additional day at 15 years and for every 5 years of service thereafter based on their assigned shift length.

New employees will accrue 1 Day of Personal Time based on their assigned shift length from their date of hire and will be eligible to take the Personal Time (in 0.25 hour increments) upon successful completion of the 90-day introductory period.

Personal hours must be used by December 31 of the year in which they are accrued. Personal hours cannot be rolled over to the following year, as they are "use it or lose it."



**Issue:** Resolution #2022-083 WWTF Grated Walkway Installation

**Date:** 08.04.2022

**Submitted By:** Doug Colvin, Assistant CA – Director, Nixa Utilities and Public Works  
Jason Stutesmun, Water Quality Superintendent

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### Background

Passage of this proposed Resolution awards a bid and authorizes the City Administrator to execute a contract with Smith and Edwards, Inc. to construct a grated walkway at the Nixa Wastewater Treatment Facility.

### Analysis

As part of daily operations, treatment facility operators need to physically walk out on the narrow concrete walls of the aeration ditches to inspect, clean and remove debris on a daily basis. These walls do not have guard rails to protect employees from a fall into the ditch and they are too narrow to efficiently handle a wheelbarrow or other equipment for removing waste material from the ditches.

Utilizing our consulting engineer, staff solicited bids based on specific design criteria for the installation of metal grated walkway, complete with guard rails that will be installed along the concrete wall of the aeration ditch. This design was bid out and we received two qualified bids.

Funding for this project is authorized as a \$100,000 CIP in the 2022 Budget. Smith and Edwards, Inc. winning bid came in considerably lower at \$53,138. We have spent some of the funds on the design process and will have a little more engineering cost through construction, but total project cost should remain well within the authorized amount at around \$70,000.

The contract provides for the scope and material standards for the project and provides for a timeframe to complete the project of 45 days from a notice to proceed which staff will provide upon verification that all contractual items such as insurance and bonding, safety certifications and business entity verifications have been satisfied.

Attached to this memo are the Proposed Resolution, award recommendation letter from the consulting engineer, the bid request and contract documents. Staff is available to answer any questions and address any concerns you may have.

### Recommendation

Staff recommends passage of Resolution #2022-084

**RESOLUTION NO. 2022-083**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH SMITH AND EDWARDS**  
3 **CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A GRATED WALKWAY AT**  
4 **THE WASTEWATER TREATMENT FACILITY.**

5 \_\_\_\_\_  
6  
7 **WHEREAS** City staff have solicited bids to construct a grated walkway at the Nixa  
8 Wastewater Treatment Facility to provide greater operational efficiency and increase  
9 employee safety; and

10  
11 **WHEREAS** after evaluating all submitted bids, staff has recommended Smith and  
12 Edwards, Inc. as the most qualified firm.

13  
14 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
15 **NIXA, AS FOLLOWS, THAT:**

16  
17 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute  
18 the Contract attached hereto, and incorporated herein by this reference, as "Resolution  
19 Exhibit A," with Smith and Edwards Construction, Inc. Said Contract shall be in  
20 substantially similar form as the document attached hereto as "Resolution Exhibit A." The  
21 City Administrator and the officers of the City are hereby authorized to do all things  
22 necessary or convenient to carry out the terms and intent of this Resolution.

23  
24 **SECTION 2:** This Resolution shall be in full force and effect from and after its final  
25 passage by the City Council and after its approval by the Mayor, subject to the provisions  
26 of section 3.11(g) of the City Charter.

27  
28 **ADOPTED BY THE COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST, 2022.**

29  
30 ATTEST:

31  
32 \_\_\_\_\_  
33 PRESIDING OFFICER

34 \_\_\_\_\_  
35 CITY CLERK

36  
37 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

38  
39 ATTEST:

40 \_\_\_\_\_  
41 MAYOR

42 \_\_\_\_\_  
43 CITY CLERK

44  
45 **APPROVED AS TO FORM:**

46 \_\_\_\_\_  
CITY ATTORNEY

**ROUTE ORDER:** Contractor 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.

<b>EFFECTIVE DATE:</b>	<b>TERMINATION DATE:</b>	<b>CONTRACT NUMBER:</b>
( X ) NEW CONTRACT ( ) RENEWAL OF CONTRACT NO. ( ) Addendum No. _		
<b>CITY</b>		<b>CONTRACTOR</b>
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Jason Stutesmun Dept: WWTP Email: jstutesmun@nixa.com		Name: Smith & Edwards Constructions, Inc. Address: PO Box 305 Mountain Grove, MO 65711 Phone: 417-926-3894 Attn: Tim Hancock Email: seconst@smithandedwardsconstruction.com

### CONSTRUCTION CONTRACT

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

**WHEREAS** the City, after conducting a Request for Proposal solicitation process, referenced as RFP-043-2022/WWTP desires to engage Contractor to perform certain construction work; and

**WHEREAS** the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

**WHEREAS** contractor desires to perform such work 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 Contractor as follows:

**1. Manner and Time for Completion.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Construction Services in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar services. The Construction Services are more specifically described in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 45 consecutive calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Administrator within 30 days after the date of execution of this Contract.

**2. Insurance Requirements.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 Contractor to maintain adequate insurance coverage at all times during the term of this Contract. Failure of the Contractor 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 Contractor 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 Contractors, 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. Contractor 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 Contractor, its employees, officers or agents. Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors 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 Contractor and/or subcontractor 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

**3. Performance and Payment Bonds.** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$53,138.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this Contract and payment of all labor and material suppliers. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States

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

**5. General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor 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 Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**6. Liquidated Damages.** The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City.

**7. Termination.**

**a. For Cause.** The City reserves the right to terminate this Contract by giving at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

**b. For Convenience.** The City shall have the right at any time by written notice to Contractor



to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

**8. 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 Contractor 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.

**9. Liability and Indemnity.**

**a.** In no event shall the City be liable to the Contractor 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 Contractor under this contract.

**b.** The Contractor 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 Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**c.** The Contractor 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 Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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.** Contractor affirms that it has had the opportunity to recover the costs of the liability

insurance required in this Contract in its contract price. Contractor'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 Contractor under this Contract.

**g.** The Contractor 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.

**10. Payment for Labor and Materials.** The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

**11. Payment.** Provided that Contractor performs the services in the manner set forth herein, the City shall pay the Contractor in accordance with the rate set forth in Exhibit B, which shall constitute full and complete compensation for the Contractor's work provided hereunder. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will 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 Contractor and Contract by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **Fifty-Three Thousand One Hundred Thirty-Eight Dollars and No Cents (\$53,138.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

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

- a.** This Contract
- b.** Exhibit A- Scope of Work
- c.** Exhibit B- Bid/Rate Sheet

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.

**13. Conflict of Interest.** Contractor certifies that no member or officer of its firm or corporation 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.

**14. Assignment.** The Contractor 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 Contractor 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.

**15. Nondiscrimination.** The Contractor 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 Contractor 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 Contractor and subcontractor 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 contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor 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 Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**16. Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor 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.

**17. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by Electronic transmission or by first class mail addressed to City and Contractor 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 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.

**18. Right to Audit.** Contractor 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. Contractor shall make available for the City's inspection all records covering or relating charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

**19. Occupational License.** The Contractor 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 Contractor. No contract will be executed by the City until this occupational license has been obtained.

**20. Safety Training.** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

**21. 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 Contractor is associated with a business entity, Contractor 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

**22. Affidavit for Compliance with Anti-Discrimination against Israel Act.** Pursuant to Missouri Revised Statute Section 34.600, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor 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.

**23. Compliance with Laws.** Contractor 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.

**24. City Benefits.** The Contractor 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.

**25. 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.

(Rest of page intentionally left blank)

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

**THE CITY OF NIXA, MISSOURI**

\_\_\_\_\_  
Jimmy Liles, City Administrator

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Rebekka Coffey, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Nick Woodman, City Attorney

**Director of Finance Certification:**

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, Director of Finance

**CONTRACTOR**

Smith & Edwards Construction, Inc.

\_\_\_\_\_  
*Tim Hancock*

\_\_\_\_\_  
Tim Hancock  
Printed Name

\_\_\_\_\_  
President  
Title

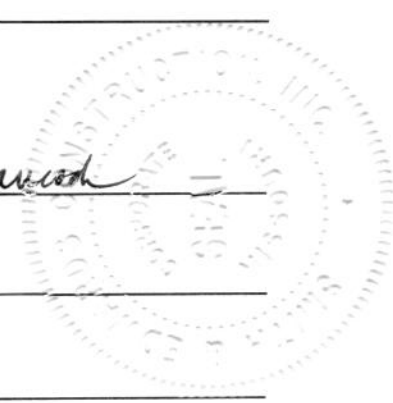
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
*Sherrie Hancock*

\_\_\_\_\_  
Sherrie Hancock  
Printed Name

\_\_\_\_\_  
Secretary  
Title



## **SCOPE OF WORK**

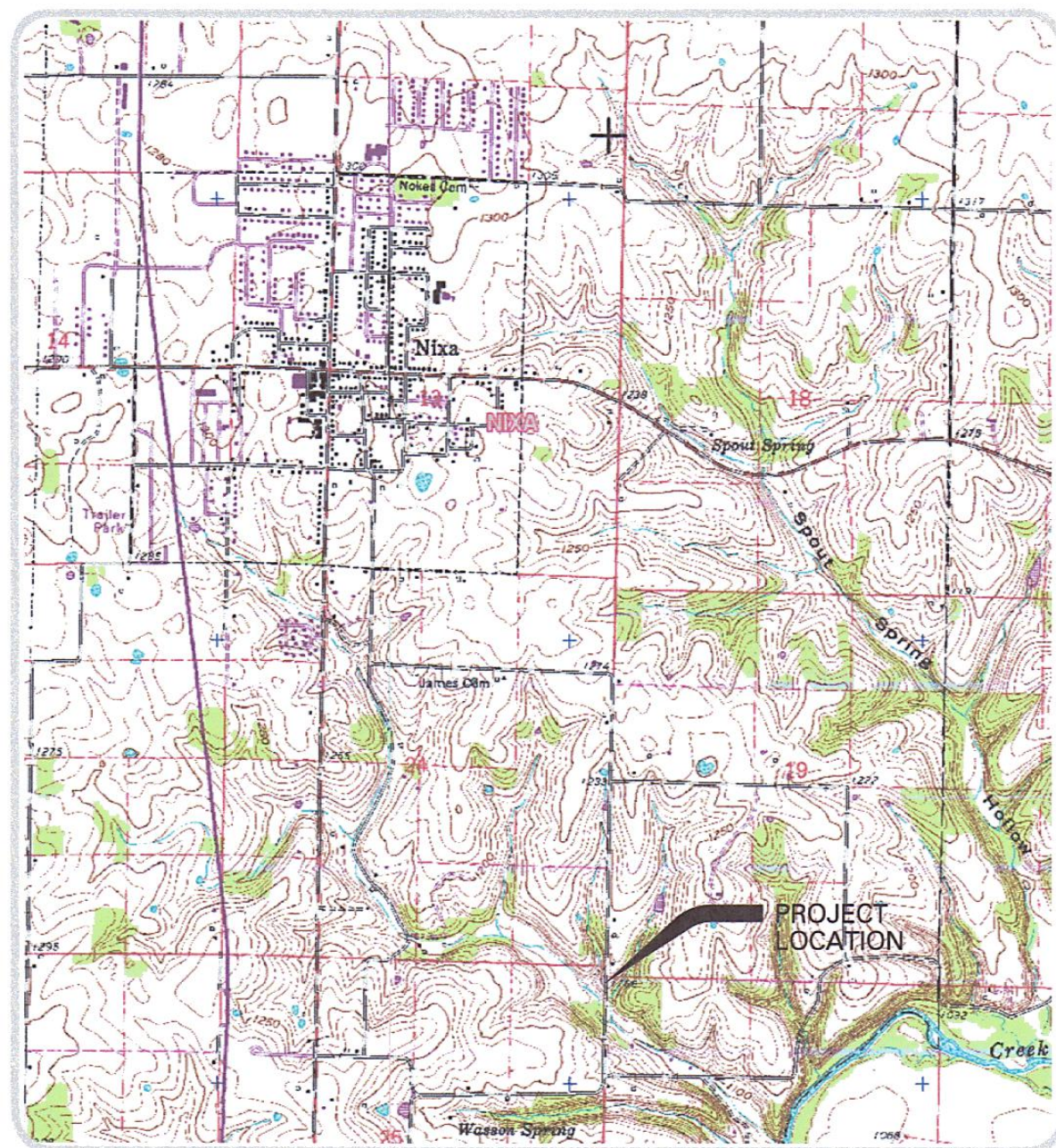
### **Aluminum Bar Grating and Handrail Installation at the Wastewater Treatment Plant**

The Scope of Work for this project is to provide the construction of a grated access walkway at the city's existing oxidation ditch located at the Wastewater Treatment Plant located at 972 Old Riverdale Rd., Nixa, MO.

The work shall include all required aluminum handrails, bar grating, support structure, wall plates, fasteners, and all other appurtenances necessary for completion of the requested construction activities as indicated on the construction drawings.

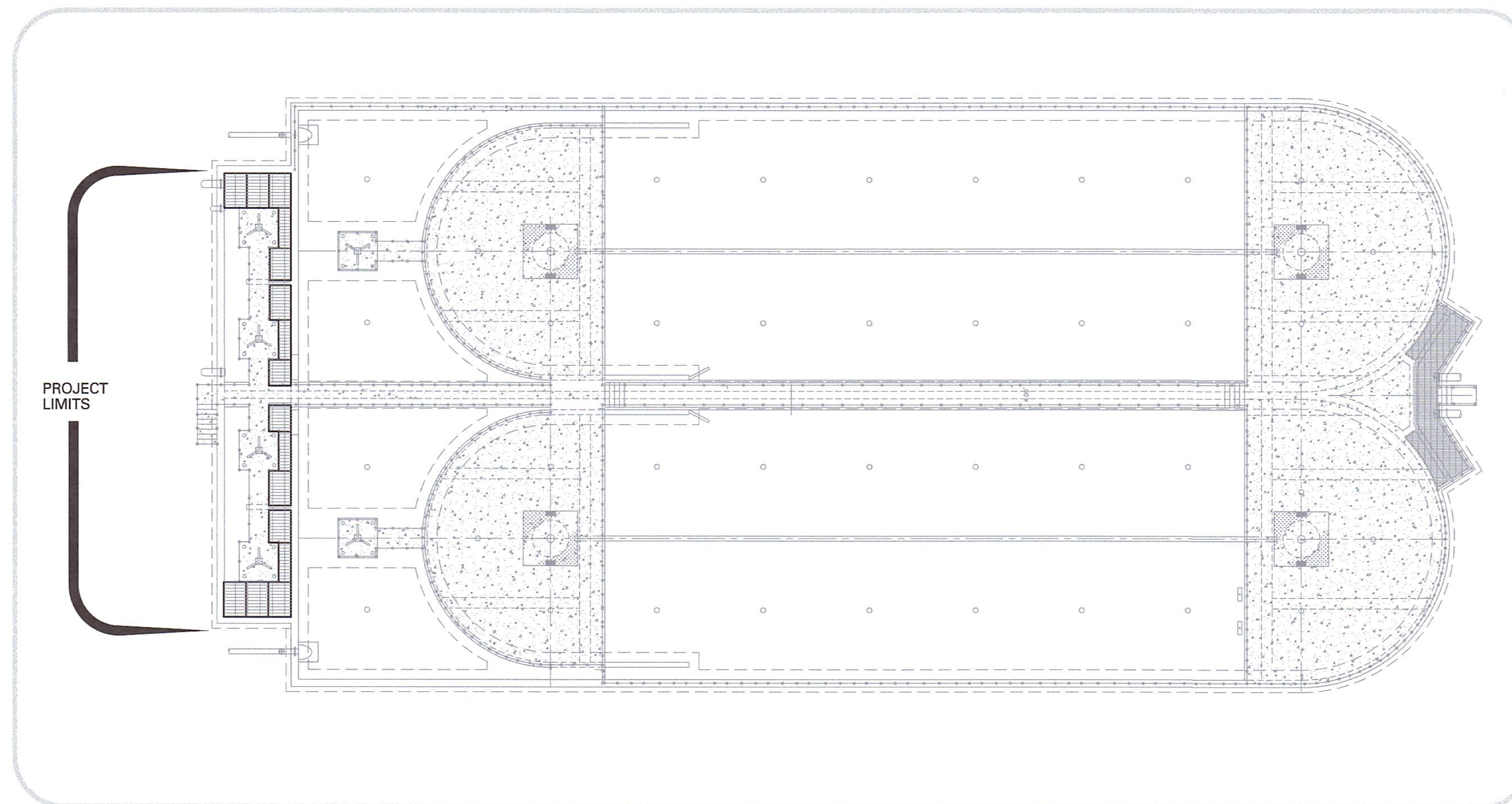
All materials, labor, shipping, equipment, and services for a complete installation in accordance with the specifications, manufacturer's design, and shop drawings.

A complete and thorough inspection shall be performed by the City upon completion of the work.



LOCATION MAP:  
SW 1/4, SW 1/4 SECTION 24, TOWNSHIP 27 NORTH, RANGE 22 WEST

# WALKWAY/HANDRAIL IMPROVEMENTS AT CITY OF NIXA WASTEWATER TREATMENT PLANT Nixa, Christian County, Missouri



SITE PLAN  
SCALE: 1"=20'



### SHEET INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	PLAN VIEWS
3.	DETAILS

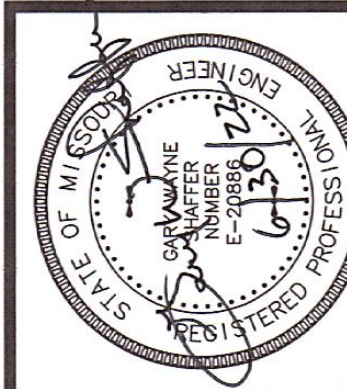
### CAUTION

Existing underground installations such as water mains, gas mains, sewers, telephone lines, fiber optic lines, power lines and buried structures are indicated on the drawing only to the extent such information has been made available to or discovered by the surveyor in preparing this drawing and are for reference only. There is no guarantee as to the accuracy or completeness of such information. It shall be the Contractor's responsibility to field verify all existing items shown on the drawing.

### SAFETY NOTICE TO CONTRACTOR

- In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the engineer or owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

CITY OF NIXA  
WASTEWATER TREATMENT  
PLANT IMPROVEMENT



SHAFER & HINES, INC.  
CERTIFICATE OF AUTHORITY  
LICENSE NO. 001665

**SHAFER & HINES**  
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS  
P.O. Box 492, Nixa, Missouri, 65714  
Tel: (417) 725-4663 - Fax: (417) 725-5230  
Email: chines@shafferhines.com



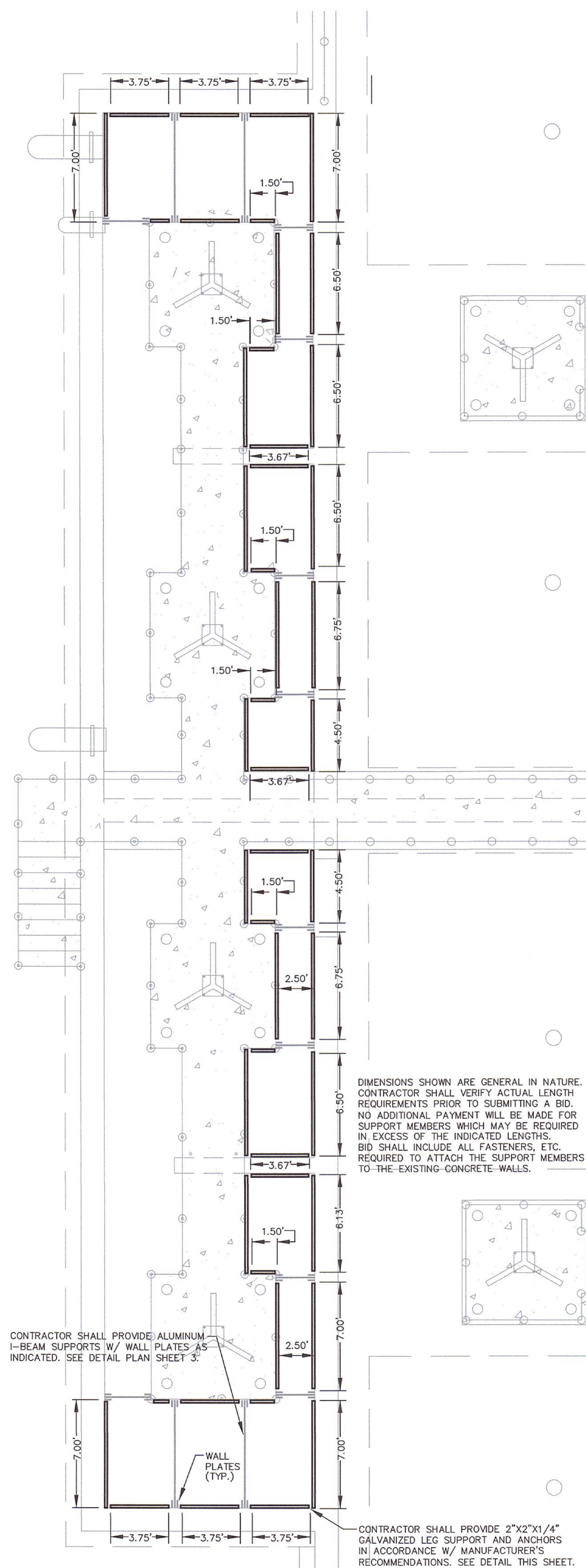
COVER SHEET

DESIGN BY GWS  
DRAWN BY GWS  
CHKD BY GWS  
DATE JUNE, 2022  
SCALE AS SHOWN

REVISIONS

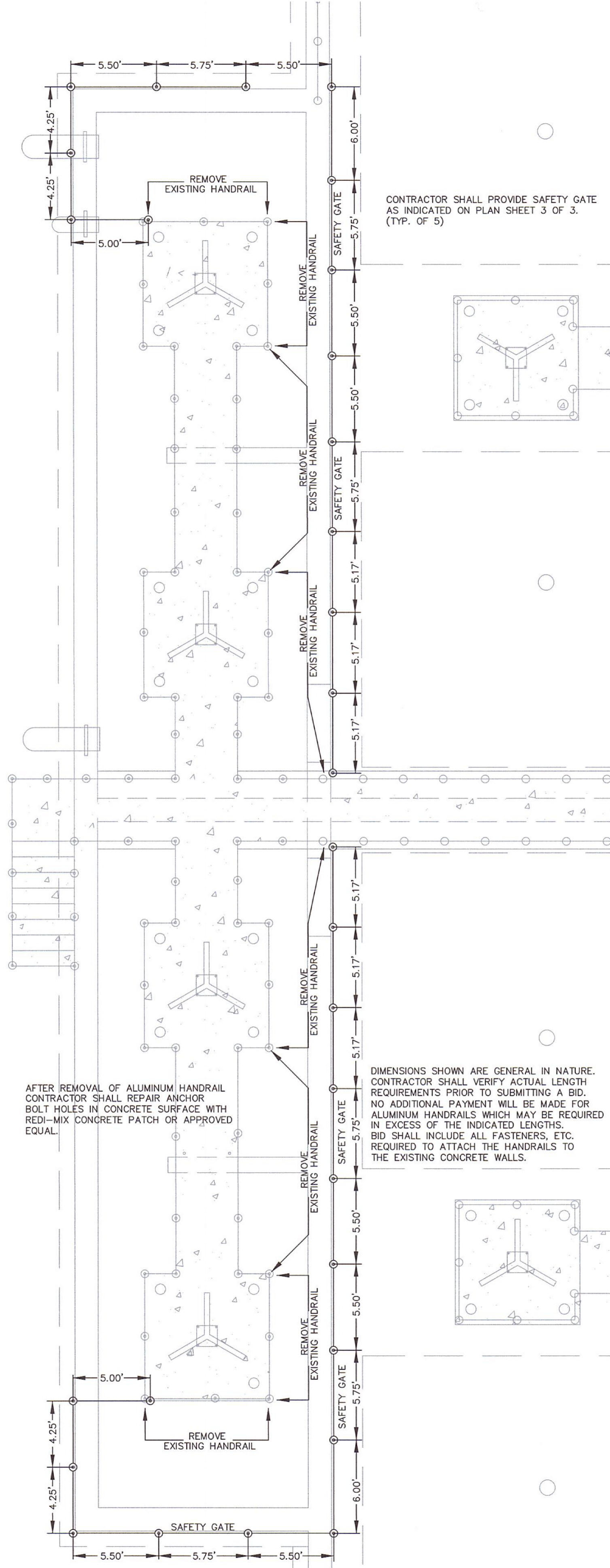
JOB NO.  
222012

SHEET  
**1**



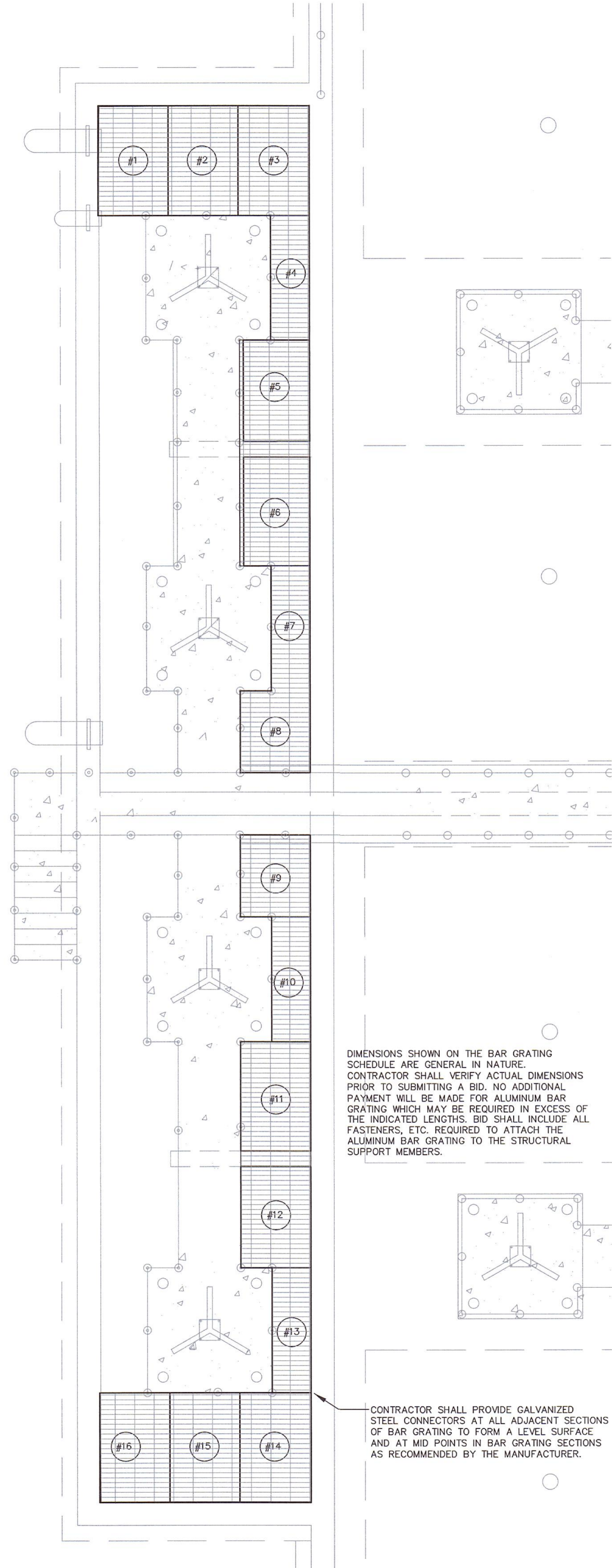
**STRUCTURAL SUPPORT - PLAN**

SCALE: 1" = 5'



**HANDRAIL - PLAN**

SCALE: 1" = 5'

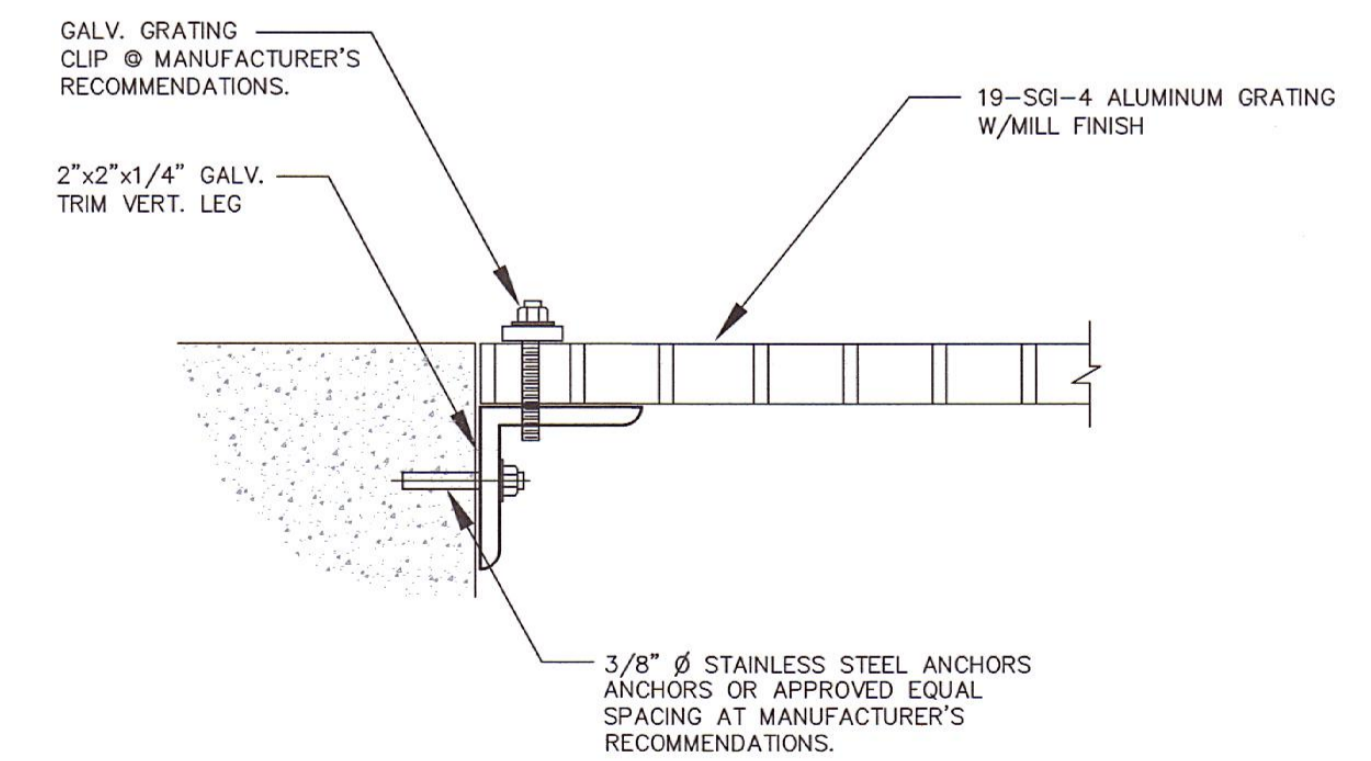


**BAR GRATING - PLAN**

SCALE: 1" = 5'

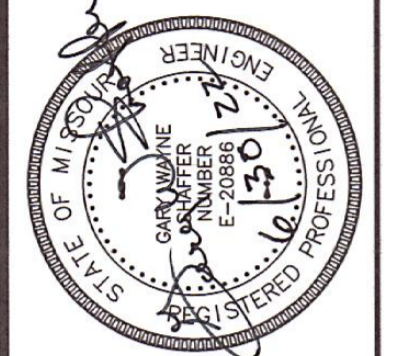
**BAR GRATING SCHEDULE**

GRATING #	GRATING DIMENSIONS	GRATING AREA	GRATING THICKNESS	APPROX. WT.
#1	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#2	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#3	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#4	2.50'x8.0'	20.00 s.f.	1 1/2"	54 lbs
#5	4.25'x7.00'	29.75 s.f.	1 1/2"	80 lbs
#6	4.25'x7.00'	29.75 s.f.	1 1/2"	80 lbs
#7	2.50'x8.00'	20.00 s.f.	1 1/2"	54 lbs
#8	4.50'x5.25'	23.63 s.f.	1 1/2"	64 lbs
#9	4.50'x5.25'	23.63 s.f.	1 1/2"	64 lbs
#10	2.50'x8.0'	20.00 s.f.	1 1/2"	54 lbs
#11	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#12	4.50'x6.50'	29.25 s.f.	1 1/2"	79 lbs
#13	2.50'x8.00'	20.00 s.f.	1 1/2"	54 lbs
#14	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#15	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs
#16	4.50'x7.00'	31.50 s.f.	1 1/2"	85 lbs



**MOUNTING DETAIL**

SCALE: 1" = 1'



SHAFFER & HINES, INC.  
CERTIFICATE OF AUTHORITY  
LICENSE NO. 001665

**SHAFFER & HINES**  
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

P.O. Box 493, Nixa, Missouri, 65714  
Tel: (417) 725-4663 - Fax: (417) 725-5230  
Email: chines@shafferhines.com



PLAN VIEWS

DESIGN BY: GWS  
DRAWN BY: GWS  
CHKD BY: GWS  
DATE: JUNE 2022  
SCALE: AS SHOWN

**REVISIONS**

NO.	DESCRIPTION

JOB NO.

222012

SHEET

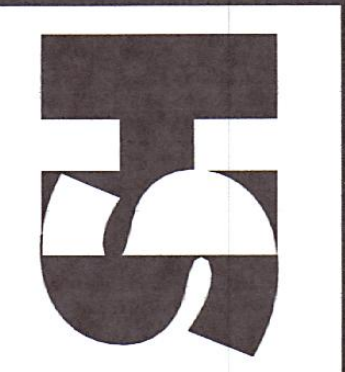
2





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Email: chines@shaferhines.com



DETAILS

DESIGN BY GWS  
DRAWN BY GWS  
CHECKED BY GWS  
DATE JUNE 2022  
SCALE AS SHOWN

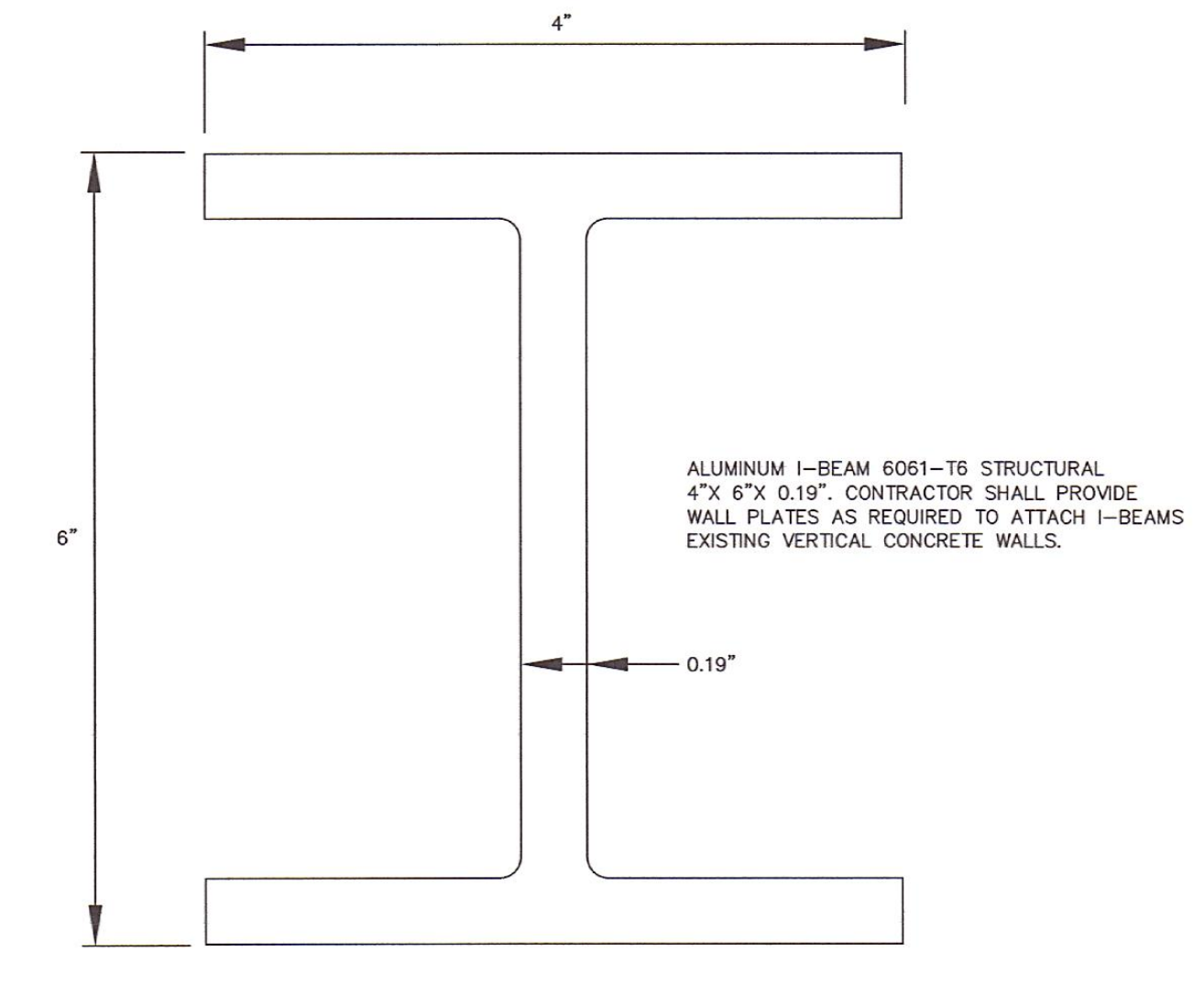
REVISIONS


JOB NO. 222012

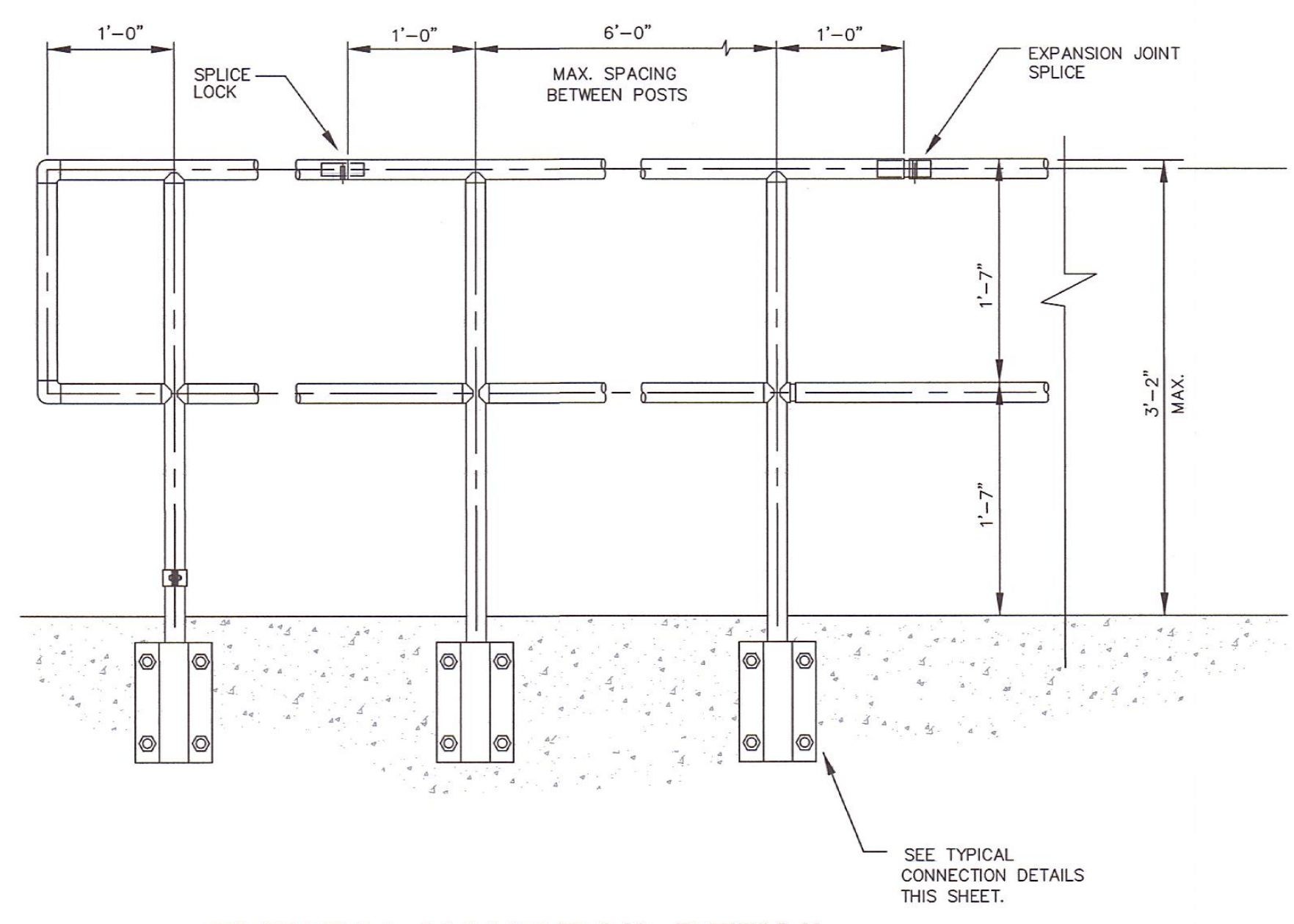
SHEET 3

### TYPICAL HANDRAIL SPECIFICATIONS

- GUARDRAILS AND HANDRAILS SHALL BE THE PRODUCT OF A COMPANY NORMALLY ENGAGED IN THE MANUFACTURE OF PIPE RAILING. RAILING SHALL BE SHOP ASSEMBLED IN LENGTHS NOT TO EXCEED 24 FEET FOR FIELD ERECTION.
- THE HANDRAIL SHALL BE MADE OF PIPES JOINED TOGETHER WITH COMPONENT FITTINGS. SAMPLES OF ALL COMPONENTS, BASES, TOE PLATE AND PIPE SHALL BE SUBMITTED FOR APPROVAL AT THE REQUEST OF THE ENGINEER. COMPONENTS THAT ARE POP-RIVETED OR GLUED AT THE JOINTS WILL NOT BE ACCEPTABLE. ALL COMPONENTS MUST BE MECHANICALLY FASTENED WITH STAINLESS STEEL HARDWARE. HANDRAIL AND COMPONENTS SHALL BE AS MANUFACTURED BY THOMPSON FABRICATING, LLC (BIRMINGHAM, ALABAMA) OR AN APPROVED EQUAL.
- RAILINGS SHALL BE 1 1/2" SCHEDULE 40 ALUMINUM PIPE ALLOY 6105-T5, ASTM-B-429 OR ASTM-B-221. POSTS SHALL BE 1 1/2" SCHEDULE 40 ALUMINUM PIPE OF THE SAME ALLOY. POST SPACING SHALL BE A MAXIMUM OF 8'-0" OR AS INDICATED ON THE DRAWINGS.
- GUARDRAILS AND HANDRAILS SHALL BE DESIGNED TO WITHSTAND A 200 LB CONCENTRATED LOAD APPLIED IN ANY DIRECTION AND AT ANY POINT ON THE TOP RAIL.
- POSTS SHALL NOT INTERRUPT THE CONTINUATION OF THE TOP RAIL AT ANY POINT ALONG THE RAILING, INCLUDING CORNERS AND END TERMINATIONS (OSHA 1910.23). THE TOP SURFACE OF THE TOP RAILING SHALL BE SMOOTH AND SHALL NOT BE INTERRUPTED BY PROJECTED FITTINGS.
- THE MID-RAIL AT A CORNER RETURN SHALL BE ABLE TO WITHSTAND A 200 LB LOAD WITHOUT LOOSENING. THE MANUFACTURER IS TO DETERMINE THIS DIMENSION FOR THEIR SYSTEM AND PROVIDE PHYSICAL LABORATORY TESTS TO CONFIRM COMPLIANCE.
- CONCRETE ANCHORS SHALL BE STAINLESS STEEL TYPE 303 OR 304 AND SHALL BE FURNISHED BY THE HANDRAIL MANUFACTURER. THE ANCHOR DESIGN SHALL INCLUDE THE APPROPRIATE REDUCTION FACTORS FOR SPACING AND EDGE DISTANCES IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED DATA.
- TOE PLATE SHALL CONFORM TO OSHA STANDARDS. TOE PLATE SHALL BE A MINIMUM OF 4" HIGH AND SHALL BE AN EXTRUSION THAT ATTACHES TO THE POSTS WITH CLAMPS THAT WILL ALLOW FOR EXPANSION AND CONTRACTION BETWEEN POSTS. TOE PLATES SHALL BE SET 1/4" ABOVE THE WALKING SURFACE. TOE PLATES SHALL BE PROVIDED ON HANDRAILS AS REQUIRED BY OSHA AND/OR AS SHOWN ON DRAWINGS. TOE PLATES SHALL BE SHIPPED LOOSE IN STOCK LENGTHS FOR FIELD INSTALLATION.
- FINISH SHALL BE ALUMINUM ASSOCIATION M10-C22-A41 (215-R1). THE PIPE SHALL BE PLASTIC-WRAPPED. THE PLASTIC WRAP IS TO BE REMOVED AFTER ERECTION.
- ALUMINUM SURFACES IN CONTACT WITH CONCRETE, GROUT OR DISSIMILAR METALS WILL BE PROTECTED WITH A COAT OF BITUMINOUS PAINT, MYLAR ISOLATORS OR OTHER APPROVED MATERIAL.
- CONCRETE ANCHOR DIAMETER, EDGE DISTANCES, EMBEDMENT, AS WELL AS POST SPACINGS, TO BE DETERMINED UPON ANCHOR SELECTION.
- IT IS THE INTENT OF THE PLANS THAT ALL HANDRAIL SHALL BE SIDE MOUNTED. TOP MOUNT CONNECTION OF HANDRAIL MAY BE ALLOWED UPON APPROVAL OF THE ENGINEER AND CITY OF NIXA.



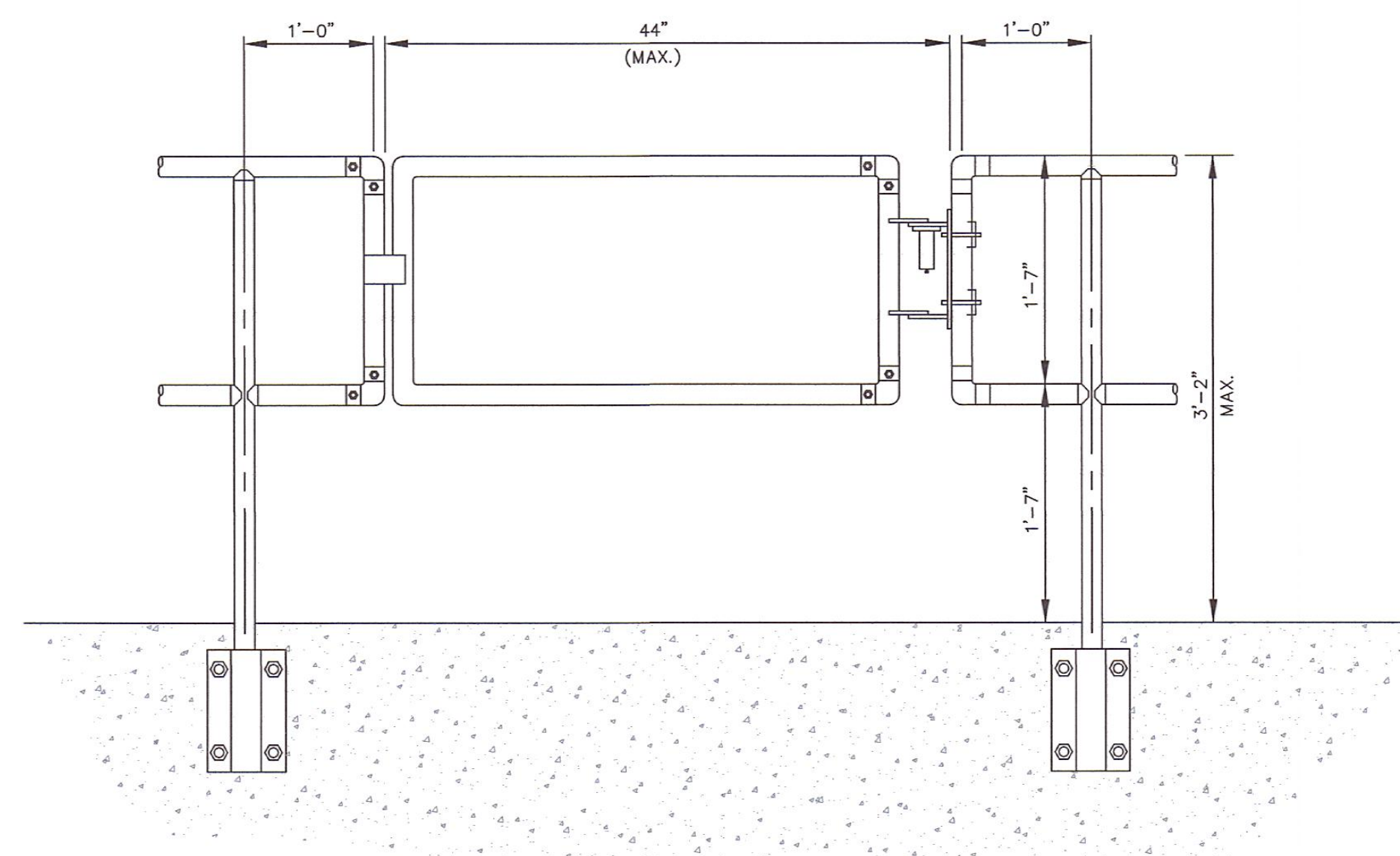
ALUMINUM I-BEAM DETAIL  
SCALE: 1" = 1'



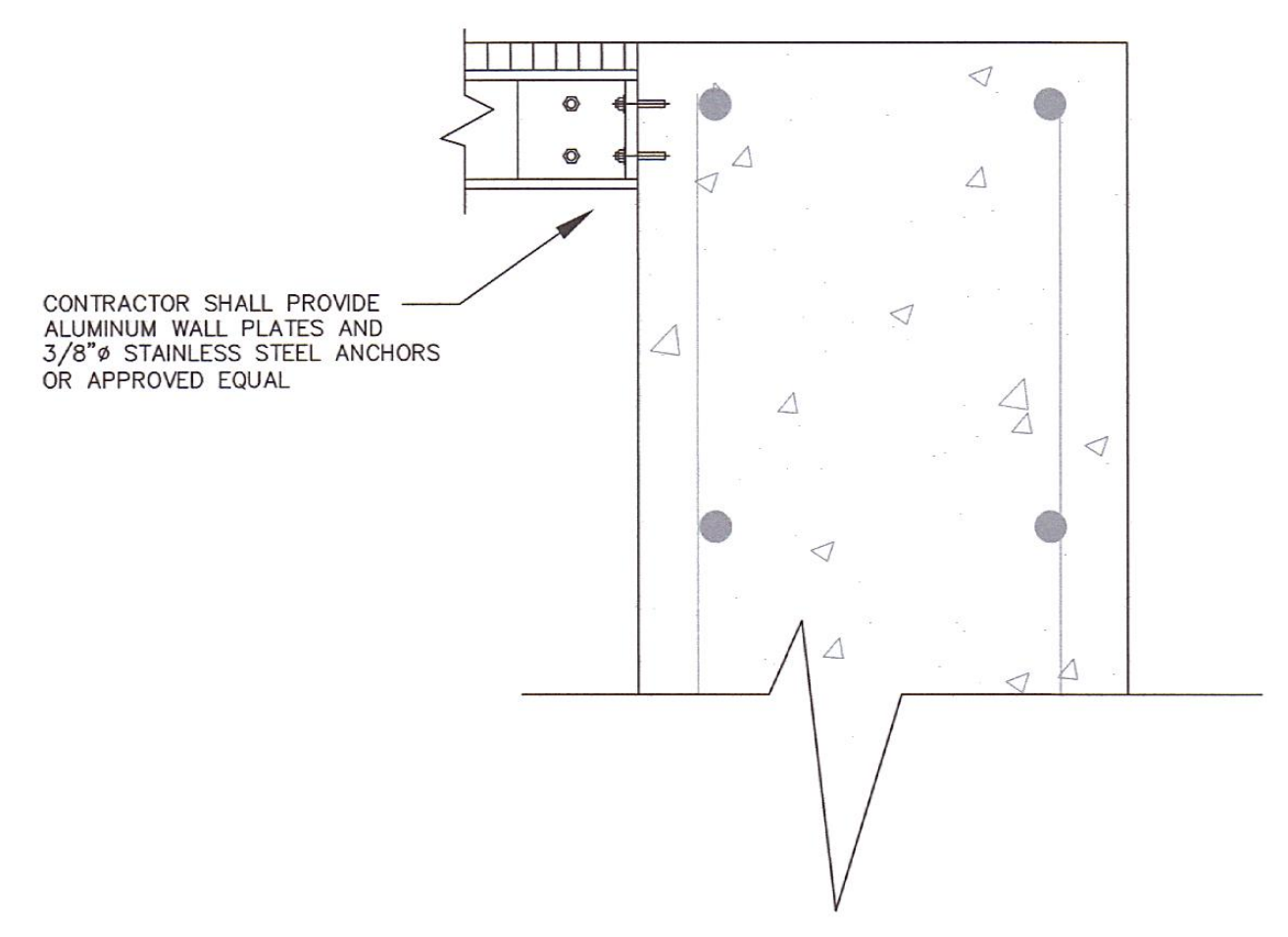
TYPICAL HANDRAIL DETAIL  
SCALE: 1" = 10'

### TYPICAL SAFETY GATE SPECIFICATIONS

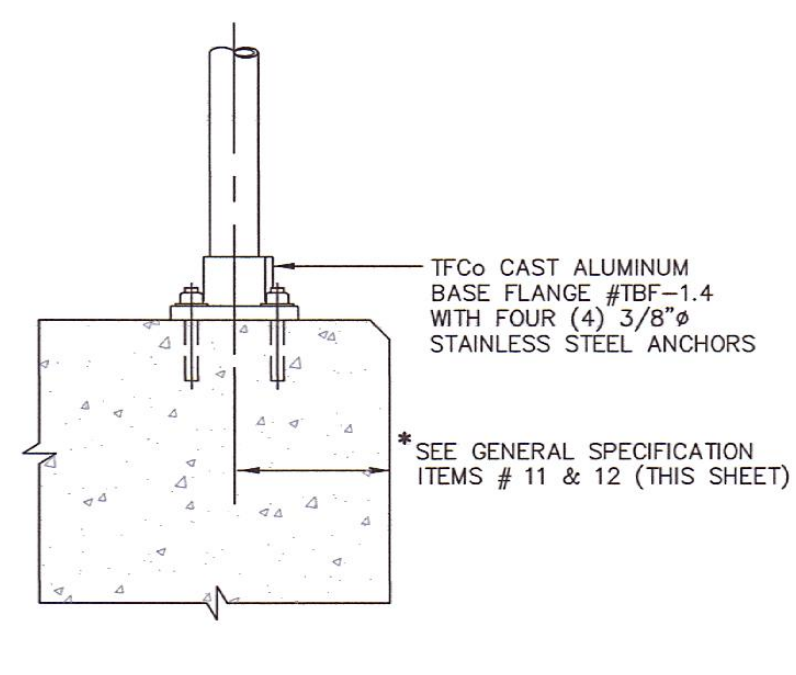
- SAFETY GATE SHALL BE THE PRODUCT OF A COMPANY NORMALLY ENGAGED IN THE MANUFACTURE OF SUCH GATES.
- THE SAFETY GATE SHALL BE MADE OF PIPES JOINED TOGETHER WITH COMPONENT FITTINGS. SAMPLES OF ALL COMPONENTS SHALL BE SUBMITTED FOR APPROVAL AT THE REQUEST OF THE ENGINEER. COMPONENTS THAT ARE POP-RIVETED OR GLUED AT THE JOINTS WILL NOT BE ACCEPTABLE. ALL COMPONENTS MUST BE MECHANICALLY FASTENED WITH STAINLESS STEEL HARDWARE. SAFETY GATE SHALL BE AS MANUFACTURED BY THOMPSON FABRICATING, LLC (BIRMINGHAM, ALABAMA) OR AN APPROVED EQUAL.
- SAFETY GATE SHALL BE SELF-CLOSING.
- SAFETY GATE SHALL BE EQUIPPED WITH TOP RAIL AND MID RAIL, OR EQUIVALENT INTERMEDIATE MEMBERS, THAT MEET OSHA REQUIREMENTS.
- SAFETY GATE SHALL BE DESIGNED TO WITHSTAND A 200 LB CONCENTRATED LOAD (TOP RAIL) AND 150 LB CONCENTRATED LOAD (MID RAIL) APPLIED IN ANY DIRECTION AND AT ANY POINT.
- SAFETY GATE SHALL HAVE A TOP RAIL HEIGHT OF 42 INCHES, PLUS/MINUS 3 INCHES.
- SAFETY GATE SHALL SWING AWAY FROM THE VERTICAL MIXERS IN THE OXIDATION DITCH.
- SAFETY GATE INSTALLATION SHALL NOT CONTAIN A VERTICAL OPENING GREATER THAN 19 INCHES.



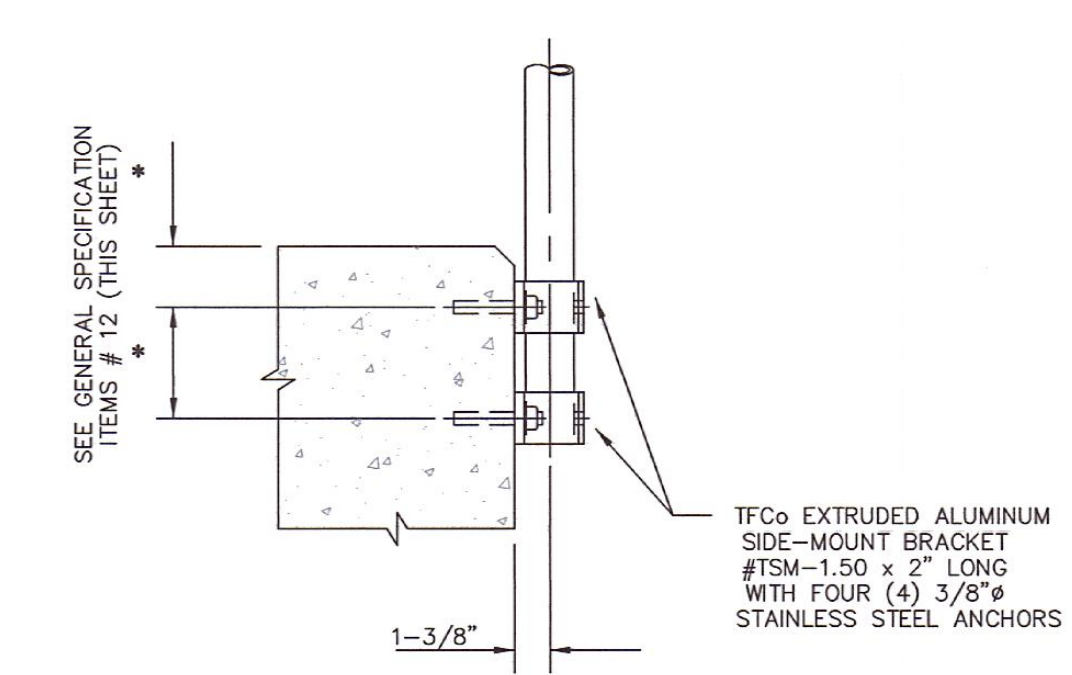
TYPICAL SAFETY GATE DETAIL  
SCALE: 1" = 10'



ALUMINUM WALL PLATE DETAIL  
NTS



OPTIONAL TOP MOUNT CONNECTION  
SCALE: 1" = 10'



TYPICAL SIDE MOUNT CONNECTION  
SCALE: 1" = 10'



**Issue:** Reappointing a Commissioner to the Home Rule Charter Commission

**Date:** August 11, 2022

**Submitted:** Rebekka Coffey, City Clerk

---

### **Background**

On March 8, 2022 the City Council appointed 9 Commissioners to the Home Rule Charter Review Commission. According to the Home Rule Charter there can only be 3 Commissioners from each district serving on the review commission. In July, staff and the Commission were made aware that a Commissioner Kendal Dingus had moved district and therefore no longer qualified to serve on the Commission as there would have been 4 Commissioners from the same district. Council Members from District 1 were made aware of the need for a new Commissioner from their District and have selected a potential replacement.

### **Analysis**

Kendal Dingus has submitted his formal resignation from the Home Rule Charter Commission effective July 28<sup>th</sup>, 2022. Kevin Auberry has shown interest in serving on the Home Rule Charter Review Commission for the empty seat in District 1.

### **Recommendation**

Staff recommends appointing Kevin Auberry to fill the empty Commission seat in District 1 left by Kendal Dingus.

**RESOLUTION NO. 2022-084**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA CONSENTING TO THE  
MAYOR'S APPOINTMENT OF KEVIN AUBERRY TO THE CHARTER REVIEW  
COMMISSION.**

**WHEREAS** Charter Review Commission member Kendal Dingus recently moved  
out of District 1; and

**WHEREAS** because of this move, Commissioner Dingus resigned from their seat  
on the Commission; and

**WHEREAS** there is now a vacancy on the Commission; and

**WHEREAS** the Mayor has appointed Kevin Auberry to serve the remainder of the  
term for the vacant position and the City Council consents to the Mayor's appointment as  
provided for herein.

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

**SECTION 1:** The City Council hereby consents to the Mayor's appointment of  
Kevin Auberry to the City's Charter Review Commission.

**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 CITY COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST 2022.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

**APPROVED BY THE MAYOR.**

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
DATE OF APPROVAL

\_\_\_\_\_  
CITY ATTORNEY



**Issue:** **AN RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH BETTER BLOCK TO PROVIDE PLACEMAKING SERVICES IN DOWNTOWN NIXA**

**Date:** August 11, 2022

**Submitted By:** Cindy Robbins, Assistant City Administrator

---

### Background

During the 2020 Strategic Planning process, a strategic priority was identified to revitalize neighborhoods and business district which included an action plan “The City of Nixa shall make investments each year towards downtown district for revitalization.” In accordance with this action plan, monies were budgeted for a Downtown Master Plan. After much internal discussion, it was decided that prior to completing a Downtown Master Plan, it would be productive to determine what improvements would make the biggest impact for the area. Staff contacted Better Block, a nonprofit organization that specializes in providing placemaking demonstrations with temporary improvements to the public right-of-way to gauge what would the best-case improvements based on public and business input. These temporary improvements include landscaping items, sidewalk extensions, street paint, café tables and chairs, etc.

### Analysis

The resolution presented this evening is to authorize the City Administrator to execute a contract with Better Block in the amount of \$11,400.00. The funds for this project will come out of the Downtown Master Plan line item. This contract and information found in the attached Exhibit C spells out the materials and services that will be provided by Better Block during this project. Better Block will be facilitating two (2) temporary placemaking scenarios in downtown Nixa to determine which of the two (2) plans would work best for residents and downtown business owners. This service will provide valuable information for a Downtown Master Plan. This project should show which of the scenarios would work best before any permanent changes are proposed for the area.

The first scenario shown in Exhibit A transforms South Main to one way traffic down to Elm, with angled parking on the west side. This version includes extended sidewalks to allow for better pedestrian traffic, painted crosswalks, landscaping, art and/or murals, a beer garden or pocket park with string lighting and outdoor seating. The second scenario shown in Exhibit B maintains two-way traffic but still includes extended sidewalks, landscaping, painted crosswalks, etc.

Better Block will survey patrons and business owners to gather data on each scenarios’ pros and cons. From this project, the City will be better informed before moving forward on a Downtown Master Plan or any permanent improvements.

### Recommendation

Staff recommends approval of the resolution.

**RESOLUTION NO. 2022-085**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH BETTER BLOCK SGF FOR**  
3 **PLACEMAKING DEMONSTRATIONS IN DOWNTOWN NIXA.**  
4

5  
6 **WHEREAS** City staff have been in consultations with Better Block SGF for certain  
7 placemaking demonstrations to occur in downtown Nixa; and  
8

9 **WHEREAS** City Council desires to authorize the execution of the Contract,  
10 attached hereto as "Resolution Exhibit A," for the purpose described therein.  
11

12 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
13 **NIXA, AS FOLLOWS, THAT:**  
14

15 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute  
16 the Contract attached hereto, and incorporated herein by this reference, as "Resolution  
17 Exhibit A," with Better Block SGF. Said Contract shall be in substantially similar form as  
18 the document attached hereto as "Resolution Exhibit A."  
19

20 **SECTION 2:** The City Administrator and the officers of the City are hereby  
21 authorized to do all things necessary or convenient to carry out the terms and intent of  
22 this Resolution.  
23

24 **SECTION 3:** This Resolution shall be in full force and effect from and after its final  
25 passage by the City Council and after its approval by the Mayor, subject to the provisions  
26 of section 3.11(g) of the City Charter.  
27

28 **ADOPTED BY THE COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST, 2022.**  
29

30 ATTEST:

31  
32 \_\_\_\_\_  
33 PRESIDING OFFICER

34 \_\_\_\_\_  
35 CITY CLERK

36 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**  
37

38 ATTEST:

39  
40 \_\_\_\_\_  
41 MAYOR

42 \_\_\_\_\_  
43 CITY CLERK

44 APPROVED AS TO FORM:  
45

46 \_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION EXHIBIT A**

**ROUTE ORDER:** Contractor 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.

<b>EFFECTIVE DATE:</b>	<b>TERMINATION DATE:</b>	<b>CONTRACT NUMBER:</b>
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>ADDENDUM NO. __</b>
<b>CITY</b>		<b>CONTRACTOR</b>
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Email: Attn:                      Dept:		Name: Better Block SGF Phone: 785-550-1070 Email: Admin@betterblocksgf.com Attn: Addison Jones

**CONTRACT FOR PLACEMAKING DEMONSTRATIONS**

**THIS CONTRACT** (“Contract”) is made and entered into upon its execution by the parties identified above.

**WHEREAS** Contractor is a nonprofit organization that provides demonstrations to promote placemaking efforts as a means to support local business, culture, and quality of place; and

**WHEREAS** these demonstrations provide a “what if” for certain key areas of communities to beta test improvements to the public right-of-way and gauge public interest in permanent changes; and

**WHEREAS** the City desires to contract with Contractor for certain placemaking demonstrations, focusing on downtown Nixa, Missouri.

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

- 1. Services.** Contractor agrees to facilitate certain place making demonstrations within the downtown Nixa, Missouri area. The demonstrations are described on “Exhibit A” and “Exhibit B.” Contractor will consult with the City on the layout and parameters of the demonstrations and will provide volunteers and other personnel to assist the City in implementing the demonstrations. Contractor shall provide all the materials required to implement the demonstrations. A detailed site plan shall be provided by Contractor prior to implementation of a demonstration which shall detail the proposed final layout of said demonstration. City shall approve the final layout of any demonstrations, at its sole discretion.
- 2. Term.** This Contract shall terminate on December 31, 2022.
- 3. Payment.** The City shall pay to Contractor a flat fee of **\$11,400.00** for the services referenced herein. The costs for the services referenced herein are found on “Exhibit C.”
- 4. Termination.** Either party may terminate this Contract upon written notice to the other for breach. The other party shall have seven days to cure the breach. In the event of termination, the City shall be entitled to reimbursement of payment referenced in Paragraph 3, minus the cost for materials used in demonstrations that have been conducted.

**5. Conflict of Interest.** Contractor 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.

**6. Assignment.** The Contractor 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 Contractor 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.

**7. Nondiscrimination.** The Contractor 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 Contractor 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 Contractor and subcontractor 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 contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This Contractor and subcontractor 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 Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**8. Insurance Requirements.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract, the insurance described below:

a. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, 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 One million and no/100 Dollars (\$1,000,000.00) 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. Contractor 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 Contractor, its employees, officers or agents.

Contractor 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.

**9. General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor 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 Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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 Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**10. Liability and Indemnity.**

**a.** In no event shall the City be liable to the Contractor 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 Contractor under this contract.

**b.** The Contractor 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 Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

**c.** The Contractor 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 Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor'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 Contractor under this Contract.

g. The Contractor 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.

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

- a. This Contract
- b. Site Plan of Demonstration (Exhibit A)
- c. Site Plan of Alternate Demonstration (Exhibit B)
- d. Nixa Placemaking Materials and Services (Exhibit C)

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.

**12. 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 Contractor 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.

**13. Compliance with Laws.** Contractor 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.

**14. City Benefits.** The Contractor 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.

**15. City's Representative.** Unless specifically provided to the contrary herein, approvals of City may be given by the City Administrator, or their authorized designee, without the need of any further action of the City Council of City. The City Administrator, or their authorized designee, is the City's authorized representative for purposes of carrying out the terms of this Contract. Amendments or modifications to the terms of this Contract shall be approved by the City Council of City.

**16. 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.

**IN WITNESS WHEREOF**, the parties have set their hands on the day and year herein stated.

**THE CITY OF NIXA, MISSOURI**

\_\_\_\_\_  
Jimmy Liles, City Administrator

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**Director of Finance Certification:**

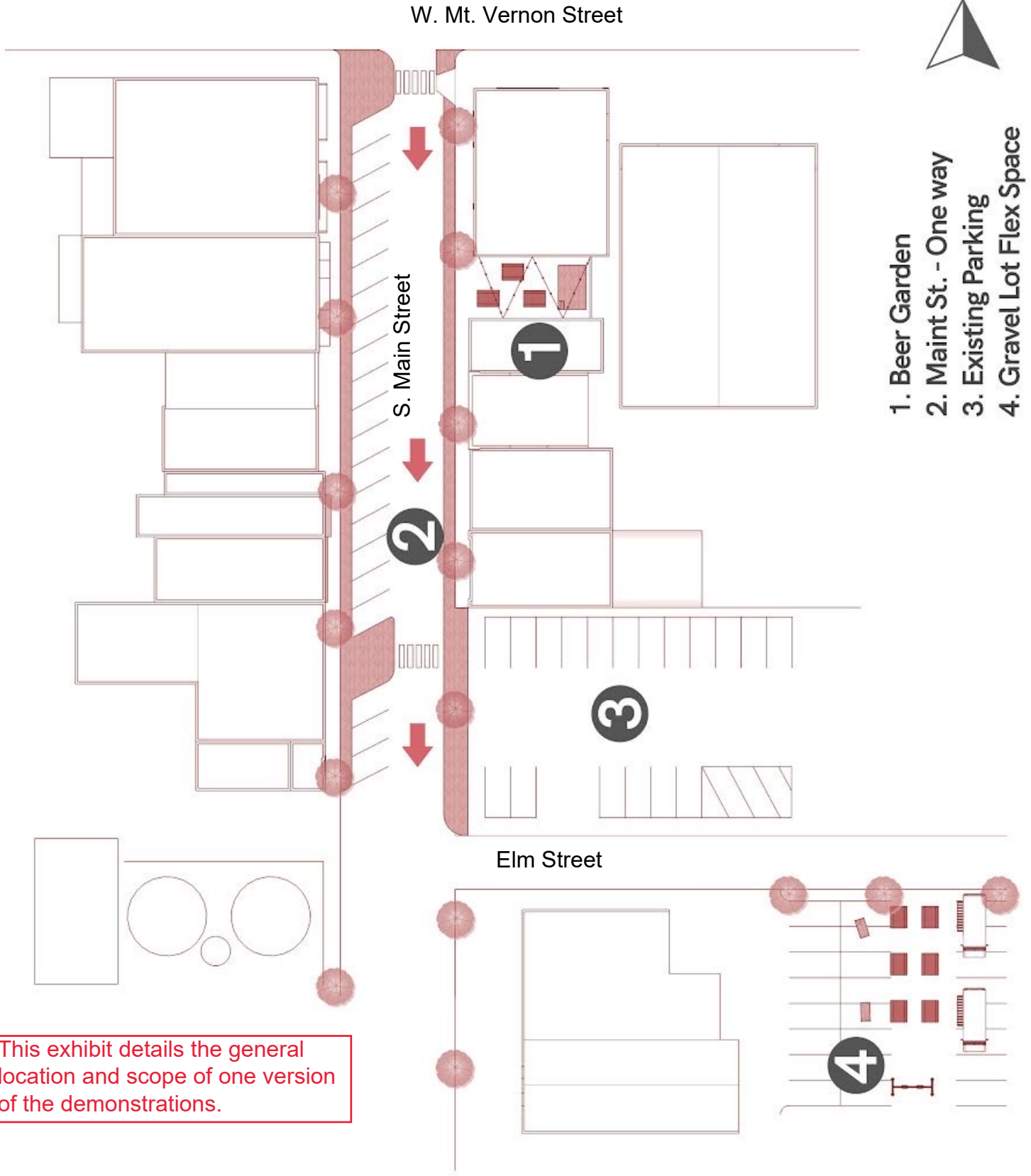
I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

\_\_\_\_\_  
Jennifer Evans, Director of Finance

**Approved as to form:**

\_\_\_\_\_  
Nick Woodman, City Attorney

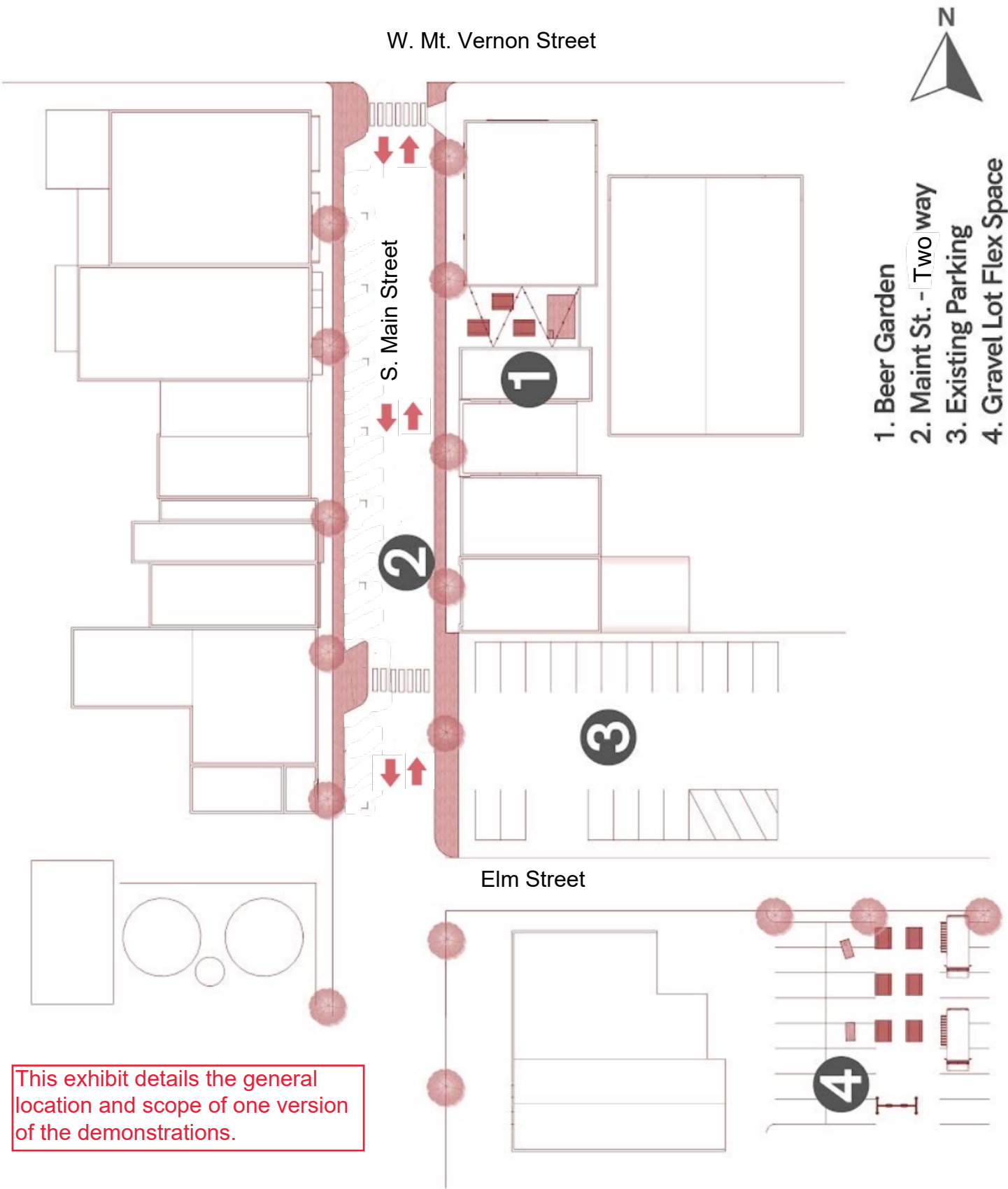
EXHIBIT A



- 1. Beer Garden
- 2. Maint St. - One way
- 3. Existing Parking
- 4. Gravel Lot Flex Space

This exhibit details the general location and scope of one version of the demonstrations.

EXHIBIT B



This exhibit details the general location and scope of one version of the demonstrations.

EXHIBIT C

**Nixa Placemaking Materials and Services** **TOTAL \$11,400.00**

Item	Quantity	Unit Price	Total	Notes
<b>Materials</b>				
Platforms (sidewalk extension)	8	\$125.00	\$1,000.00	two sheets of plywood each
Street paint (by the gallon)	15	\$50.00	\$750.00	
Paint rollers and accessories	6	\$25.00	\$150.00	
Misc. Paint	2	\$50.00	\$100.00	
Street Trees	12	\$0.00	\$0.00	provided by Nixa Hardware
Tree Planters	12	\$75.00	\$900.00	
Moving cart	2	\$20.00	\$40.00	
Misc. Potted Plants	30	\$25.00	\$750.00	
Sidewalk Signs	3	\$0.00	\$0.00	provided by Better Block
Cafe Table/Chairs Set	8	\$0.00	\$0.00	provided by Better Block
Benches	4	\$0.00	\$0.00	provided by Better Block
Picnic Tables	3	\$250.00	\$750.00	
Street Tape	3	\$85.00	\$255.00	150 ft per roll
String Lights	2	\$40.00	\$80.00	
Vertical Dileneator	10	\$24.00	\$240.00	
Silt Sock	2	\$25.00	\$50.00	20 ft each
Vertical Planters Boxes	4	\$60.00	\$240.00	one sheet of plywood each
Vertical wayfinding signs	2	\$60.00	\$120.00	one sheet of plywood each
Fasteners/hardware			\$250.00	
Wayfinding signage			\$300.00	
ADA Ramps	4	\$50.00	\$200.00	
Digital promotion			\$100.00	
Printed materials			\$100.00	flyers, surveys, etc.
Tools and equipment			\$250.00	
Kickoff event materials			\$575.00	live music, games, light appetizers/beverages
Event Insurance Coverage			\$200.00	
<b>Services</b>				
Project Management			\$2,500.00	
Installation Coordination			\$250.00	
Materials Library Rental			\$500.00	
Documentation			\$750.00	