



**NIXA CITY COUNCIL
Tentative Agenda
July 11th, 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**

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

Presentation:
Sara Fields – Ozarks Transportation Organization

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

Council Bill #2022-071 Rezoning the Real Property Generally Located at 906 Westview Drive From a Neighborhood Commercial District to an R-1 Single-Family Residential District

Council Bill #2022-072 Rezoning the Real Property Generally Located at the Southeast Corner of North Cheyenne Road and East North Street From a General Commercial District and R-3 Multi-Family District to a Planned Unit Development

Council Bill #2022-073 Amending Chapter 22, Article I, of the Nixa City Code by Adding Thereto a New Section and Amending the City's Technical Specifications Manual to Provide for an Exemption From Outside the City Limit Water and Sewer

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

Resolution #2022-071 Authorizing the City Administrator to Execute a Contract with Lynn's Electric, LLC for Outdoor Lighting Improvements to City Hall

Resolution #2022-072 Authorizing the Issuance of a Beautification Façade Grant for Proposed Improvements at 107 South Main Street

Resolution #2022-073 Authorizing the City Administrator to Execute a Contract with Playcore Wisconsin, Inc. for Renovations to the McCauley Park Playground

Resolution #2022-074 Authorizing the City Administrator to Execute a Contract with Sapp Design Associates Architects for Design Services for a Municipal Fieldhouse Facility

Resolution #2022-075 Authorizing the City Administrator to Execute a Contract with SWT Design for Design Services Related to the Eoff Family Century Farm Park

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-Communications



Issue: **AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 0.38 ACRES LOCATED ALONG THE 900 BLOCK OF NORTH WESTVIEW DRIVE FROM NEIGHBORHOOD COMMERCIAL (NC) TO SINGLE-FAMILY RESIDENTIAL (R-1)**

Date: July 11, 2022

Submitted By: Planning and Development Department

Background

Terry Fielder is the owner of 906 North Westview Drive. As the owner of the real property, Mr. Fielder has applied to rezone the site from the Neighborhood Commercial (NC) zoning to Single-Family residential (R-1) zoning. The subject property is located in the Young Addition Subdivision, which was originally platted in 1976. This property once featured a single-family house. Sometime in 2009, the home was demolished due to a fire and has been considered a vacant lot since.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings or structures, just the remnants of a house foundation. The subject property is bounded by North Westview Drive to the west; Neighborhood Commercial zoned single-family residences to the north and south, and single-family residences zoned R-1 to the east. The general character of surrounding land uses is single-family residential.

The proposed land use change is consistent with the land uses in the vicinity.

Transportation

The subject property is directly served by North Westview Drive (local). Traffic to/from the subject property will come from/to Northview Road (collector). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential residential development of the subject property is not sizeable relative to the capacity of infrastructure serving the site.

Public Utilities (Water, Wastewater, Electric)

Municipal water, sanitary sewer, and electric utilities are immediately accessible to the site and are all sufficient in capacity to serve a single-family residential land use. The site is served by the Northeast



Regional Lift Station that has sufficient capacity to serve a single-family residential land use at this site. Water service to the site is of sufficient capacity to provide adequate fire suppression.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning change could potentially add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs.

Planning and Zoning Commission

A public hearing was held 7/5/2022 at the July regular meeting of the Planning and Zoning Commission. Staff presented the rezone. During the public hearing a representative of the property owner spoke. She mentioned that the property is under contract contingent on the rezone. She also spoke about the struggle and lack of interest on the listing when it was listed as commercial and how lenders were not offering traditional loans on the property. The rezone was unanimously approved by the Commission.

Recommendation

Staff recommends approval of this application.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL**
2 **PROPERTY GENERALLY LOCATED AT 906 WESTVIEW DRIVE FROM A**
3 **NEIGHBORHOOD COMMERCIAL DISTRICT TO AN R-1 SINGLE-FAMILY**
4 **RESIDENTIAL DISTRICT.**

5 _____
6
7 **WHEREAS** an application has been filed for a zoning change of the property
8 generally located at 906 Westview Drive, said Application is attached hereto as "Council
9 Bill Exhibit A": and

10
11 **WHEREAS** the Application requests that the City Council rezone said property
12 from the Neighborhood Commercial District to the R-1 Single-Family Residential District;
13 and

14
15 **WHEREAS** the Planning and Zoning Commission held a public hearing on the
16 Application at the Commission's July 5, 2022, meeting; and

17
18 **WHEREAS** the Commission, after considering the Application, staff's
19 recommendation regarding the Application, and after holding a public hearing on the
20 Application, issued a recommendation of approval of the Application; and

21
22 **WHEREAS** the City Council, now having considered the Application, staff's
23 recommendation regarding the Application, and after providing an opportunity for public
24 comment on the Application, now desires to rezone the subject property and amend the
25 City's official zoning map to reflect City Council's action.

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

29
30 **SECTION 1:** The real property generally located at 906 Westview Drive and being
31 more specifically described on "Council Bill Exhibit A" as "ALL OF LOT TWENTY-SIX (26)
32 OF YOUNGS ADDITION, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI,
33 ACCORDING TO THE RECORDED PLATE THEREOF", is hereby rezoned from a
34 Neighborhood Commercial District, or such other zoning district that may apply to said
35 real property, to a R-1 Single-Family Residential District and the regulations applicable to
36 said district, as established in the Nixa City Code, shall hereafter apply to said real
37 property. "Council Bill Exhibit A," is hereby incorporated by this reference as though said
38 Exhibit was fully set forth herein.

39
40 **SECTION 2:** The Director of Planning and Development, pursuant to section 117-
41 57 of the Nixa City Code, shall amend the City's official zoning map, said map being
42 established pursuant to section 117-56 of the Nixa City Code, to reflect the zoning action
43 contemplated by this Ordinance.
44

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

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

ATTEST:

PRESIDING OFFICER

CITY CLERK

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

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REZONE APPLICATION

Date of Application 5/13/2022		File No. RZN 22-005	
Applicant Name Terry Fielder			
Mailing Address - Street Name/Number (Applicant) 904 Westview Dr.		City Nixa	State MO
		Zip Code 65714	
Applicant Phone Number 417 425 3557		Applicant Email Address terry300@aatt.net	
General Location of Site Subject to this Application (street address preferred) 904 Westview Dr.			
Current Zoning District Light Commercial		Current Use of Property Empty Lot	
REQUESTED ZONING DISTRICT (if multiple, legal descriptions must be provided for each)			
<input type="checkbox"/> Agricultural (AG)	<input checked="" type="checkbox"/> Single-Family Residential (R-1)	<input type="checkbox"/> Two-Family Residential (R-4)	<input type="checkbox"/> Low-Density Multi-Family (R-5)
<input type="checkbox"/> High-Density Multi-Family (R-3)	<input type="checkbox"/> Neighborhood Commercial (NC)	<input type="checkbox"/> Center City (CC)	<input type="checkbox"/> Transitional Office (O)
<input type="checkbox"/> General Commercial (GC)	<input type="checkbox"/> Highway Commercial (HC)	<input type="checkbox"/> Light Industrial (MI)	<input type="checkbox"/> Heavy Industrial (M-2)
<input type="checkbox"/> Modular Home Sub. (R-MHS)	<input type="checkbox"/> Manufactured Home Comm. (R-MHC)	<input type="checkbox"/> Planned Unit Development (PUD)*	*if PUD, complete separate PUD application form
CERTIFICATION OF APPLICATION			
I/We, the undersigned applicant being either the owner of the subject property or a duly authorized representative of such owner(s), do attest to the truth and accuracy of the information provided with this application. I also hereby agree to reimburse the City for all costs associated with the provision of notice of public hearings necessitated by this application, including costs for certified mailing and publication in a local newspaper.			
Applicant Signature Terry Fielder		Date 5/13/22	
Received by RB		Date 5/13/22	
Fees Collected		Date Paid	Receipt No.

SEE REVERSE FOR CHECKLIST OF OTHER REQUIRED DOCUMENTS THAT MUST ACCOMPANY THIS APPLICATION FORM.



REQUIRED DOCUMENTS TO BE SUBMITTED WITH APPLICATION <i>(all digital submittals sent to planning@nixa.com)</i>	
<input type="checkbox"/>	Ownership Report (certified by a Title Company) identifying owner(s) of all fee interests of record
<input type="checkbox"/>	Legal Description(s) for all area(s) to be rezoned (Microsoft Word format)
<input type="checkbox"/>	Payment of application fee in amount of \$250.00

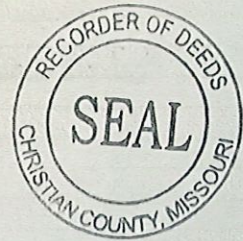
TYPICAL PROCESS AND TIMELINE		
Preparation Phase	Application received for staff review and preparation for hearings.	~30 days
	Provide notice of hearing for publication in a local newspaper at least 15	
	Provide notice of hearing to all owners of real estate within 185 of subject	
	Posting of notice of public hearing sign on the subject property.	
Hearing Phase	Public held before Planning & Zoning Commission.	~20 days
	Planning & Zoning Commission makes Finding of Facts and recommendation	
	First Reading of Ordinance by City Council.	
	Second Reading of Ordinance and Final Passage by City Council.	

For questions concerning this application or the process described above, please contact the

NIXA.COM



BK **2009** PG **13135**



GENERAL WARRANTY DEED

118424
THIS DEED, made and entered into this 8th day of September, 2009, by and between Bonnie Mountain, a/k/a Bonny Mountain, a single person as **GRANTOR(S)** of the County of Christian, **STATE OF MISSOURI**, party or parties of the first part and Terry Fielder and Sandra Fielder, husband and wife, as **GRANTEE(S)**, of the **County of Christian, STATE OF MISSOURI**, party or parties of the second part,

GRANTEES MAILING ADDRESS: 904 Westview Drive, Nixa, MO 65714

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of ONE Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described REAL ESTATE, situated in the **COUNTY OF CHRISTIAN** and **STATE OF MISSOURI**, to wit:

ALL OF LOT TWENTY-SIX (26) OF YOUNGS ADDITON, A SUBDIVISION IN CHRISTIAN COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

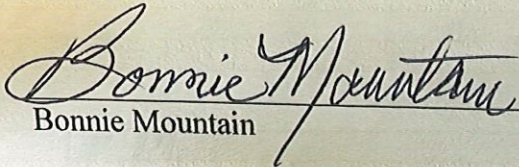
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto, belonging, or in anywise appertaining, unto the said party of the second part, and unto their heirs and assigns forever, the said grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title of the said premises unto the said party of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever except as herein before stated, and except for the lien of taxes, both general and special.

SUBJECT to covenants, conditions, easements, restrictions and reservations of record, if any.

WORDS and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.


Bonnie Mountain

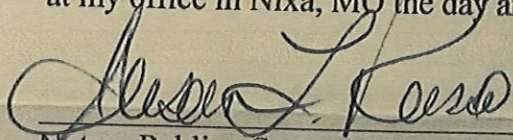
State of Missouri

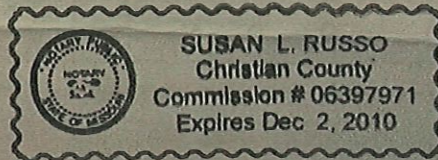
County of Christian

}
}
} ss.
}

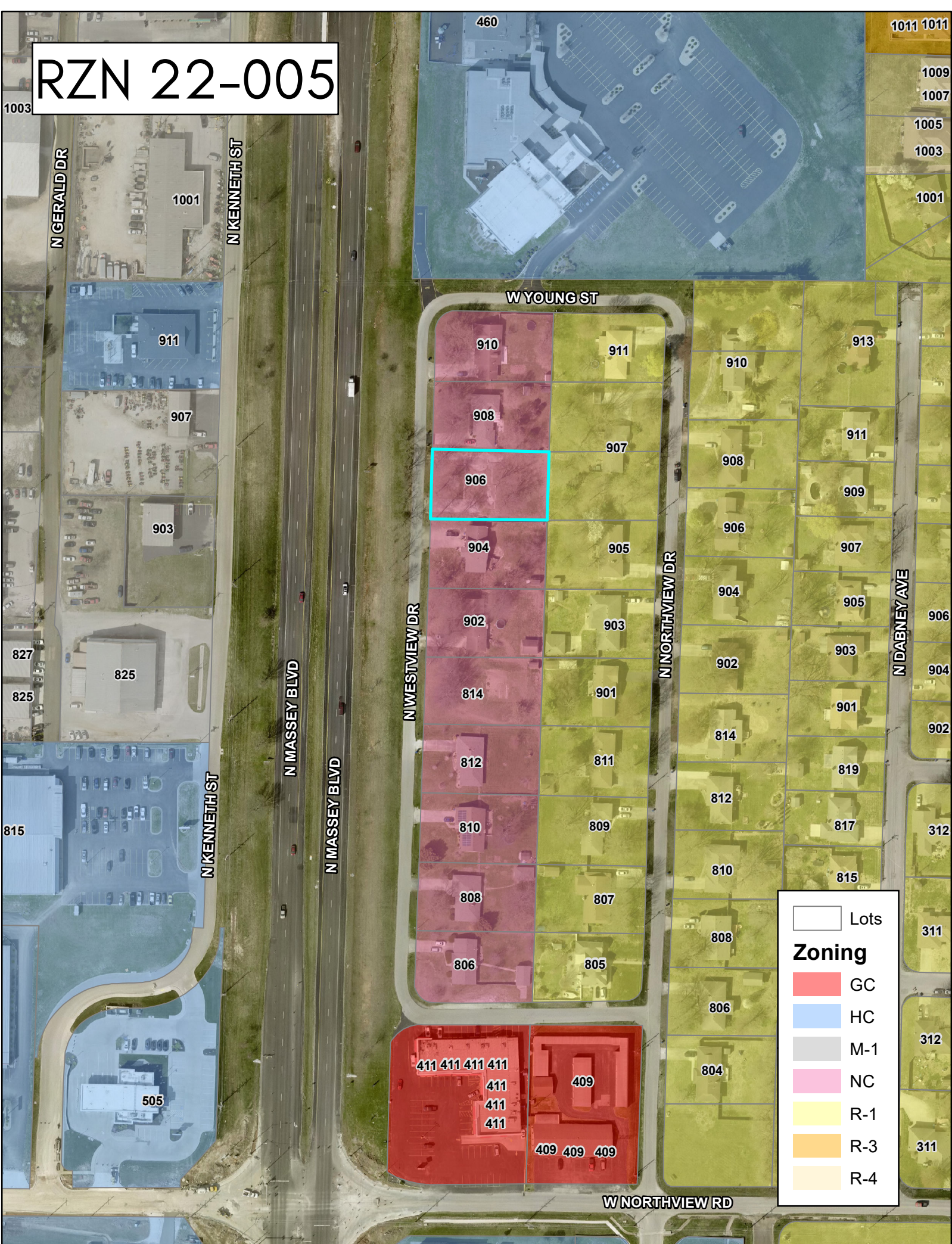
On this 8th day of September, 2009, before me personally appeared Bonnie Mountain, a single person. To me known to be the person(s) described in and who execute the foregoing instrument and acknowledged that he/she executed that same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Nixa, MO the day and year first above written.


Notary Public: Susan L. Russo
My Commission expires: December 2, 2010



RZN 22-005





Issue: **AN ORDINANCE OF THE NIXA CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE CLASSIFICATION OF APPROXIMATELY 8.35 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE NORTH CHEYENNE ROAD AND EAST NORTH STREET INTERSECTION FROM GENERAL COMMERCIAL (GC) AND R-3 MULTI-FAMILY TO PLANNED UNIT DEVELOPMENT MIXED USE (PUD-MU)**

Date: July 11, 2022

Submitted By: Planning and Development Department

Background

The property owner of approximately 8.35 acres of land located at the Southeast corner of the intersection of North Cheyenne Valley Road and East North Street, has applied to rezone the site from the R-3 Multi-Family and General Commercial (GC) into the Planned Unit Development -Mixed Use (PUD-MU) zoning district. The property is currently divided into two GC lots and one R-3 lot.

Analysis

Land Use

The property subject to the application is presently vacant and contains no buildings. The subject property is bounded by North Street to the north, Cheyenne Road to the west, and single-family residences to the south and east. The general character of surrounding land uses is predominantly single-family residential and undeveloped general commercial zoning adjacent to the Cheyenne and North intersection.

The proposed land use change is consistent with the current zoning of the property and consistent with zoning in the vicinity of the Cheyenne and North intersection.

Transportation

The subject property is directly served Cheyenne Road (primary arterial) and North Street (Secondary Arterial). There is no existing pedestrian or multi-modal facility serving the site.

The impact of traffic generated from potential mixed-use development of the subject property according to the allowable land uses in the PUD-MU document, will require a Traffic Impact Study to determine the amount / type of improvements to North Street and Cheyenne Road at the proposed entrances to the property.

Public Utilities (Water, Wastewater, Electric)



Municipal water, sanitary sewer, and electric utilities are immediately accessible to the site and are all sufficient in capacity to serve general commercial and multi-family land uses. The site is served by the Northeast Regional Lift Station that has sufficient capacity to serve general commercial and multi-family land uses at this site. Water service to the site is of sufficient capacity to provide adequate fire suppression.

Stormwater Management

The subject property is not served by regional detention facilities and does not appear to be affected by flood hazard area or karst topography. Development of the site must conform to the City's regulations concerning stormwater management.

Other Public Services

The proposed zoning arrangement will add traffic and population to the City's jurisdiction, which will impact a variety of public services in proportion to those increases. Ideally, the impact of these additional residents and patrons will produce economies sufficient to cover additional costs. The City's development regulations will require standards to be met to ensure sufficient access to the site for emergency response, rescue, and fire suppression.

Proposed Density

The proposed density of the site is 15 dwelling units per acre. Traditional R-3 zoning allows for 14.52 dwelling units per acre. For the entire site, the proposed PUD-MU will gain 4 additional units over current City density standards. Sec. 117-215 of the Nixa Code of Ordinance allows for increases in density with the inclusion of certain amenities or public improvements. This proposal includes joint use parking (1% increase in density), being within 1,500 feet of a school (1% increase in density), creation of new jobs (5% increase in density).

Proposed Maximum Height

The PUD-MU document states that the maximum building height within the development will be 60 feet. This is above the current standard of 35 feet in the R-3 zoned district. This development is in the Ozark Fire Protection District. Chief Metheny of the OFPD stated that they do not have any building height limitations or restrictions and can properly serve this development. Chief Walles of the Nixa Fire Protection District only concern was with insuring that proper building codes will be met on structures of that height.

Supplementary Uses

Section 117-214(4)(d) Permitted uses in a PUD-MU; allows for residential dwellings to be constructed above commercial uses provided:

1. Separate access to dwelling units is provided.
2. No commercial uses shall occupy the same floor as one occupied by a dwelling unit.



Other Applicable Codes

According to the PUD-MU document, all provisions of the Nixa City Code that would normally apply to land use and physical development within the Cheyenne Valley PUD will apply unless a provision of the development plan states otherwise.

Planning and Zoning Commission

A public hearing was held 7/5/2022 at the July regular meeting of the Planning and Zoning Commission. Staff presented the rezone. During the public hearing, residents of the area voiced their concerns of adding more traffic to an already congested area. They would like to see road improvements to be made before further development in this area. The rezone was unanimously approved by the Commission.

Recommendation

Staff recommends approval of this application.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA REZONING THE REAL**
2 **PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTH**
3 **CHEYENNE ROAD AND EAST NORTH STREET FROM A GENERAL COMMERCIAL**
4 **DISTRICT AND R-3 MULTI-FAMILY DISTRICT TO A PLANNED UNIT**
5 **DEVELOPMENT.**

6 _____
7
8 **WHEREAS** an application has been filed for a zoning change of the property
9 generally located at the southeast corner of north Cheyenne Road and east North Street;
10 and

11
12 **WHEREAS** the Application requests that the City Council rezone said property
13 from General Commercial and R-3 Multi-Family districts to a Planned Unit Development;
14 and

15
16 **WHEREAS** the proposed Planned Unit Development requirements are attached
17 hereto as "Council Bill Exhibit A"; and

18
19 **WHEREAS** the City's Planned Unit Development regulations (Article VI of Chapter
20 117 of the Nixa City Code) allow for a more flexible means of developing land within the
21 City; and

22
23 **WHEREAS** the Planning and Zoning Commission held a public hearing on the
24 Application at the Commission's July 5, 2022, meeting; and

25
26 **WHEREAS** the Commission, after considering the Application, staff's
27 recommendation regarding the Application, and after holding a public hearing on the
28 Application, issued a recommendation of approval of the Application; and

29
30 **WHEREAS** the City Council, now having considered the Application, staff's
31 recommendation regarding the Application, and after providing an opportunity for public
32 comment on the Application, now desires to rezone the subject property and amend the
33 City's official zoning map to reflect City Council's action.

34
35 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
36 **NIXA, AS FOLLOWS, THAT:**

37
38 **SECTION 1:** The real property generally located at the southeast corner of north
39 Cheyenne Road and east North Street and being more specifically described within
40 Council Bill Exhibit A" as "ALL LOT 2 IN CHEYENNE VALLEY, A SUBDIVISION IN THE
41 CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI.", is hereby rezoned from a General
42 Commercial and R-3 Multi-Family districts, or such other zoning districts that may apply
43 to said real property, to a Planned Unit Development and the requirements and standards
44 contained in "Council Bill Exhibit A," which is attached hereto and incorporated herein by
45 this reference, as well as the applicable provisions of the Nixa City Code shall hereafter
46 apply to said real property.

SECTION 2: The Director of Planning and Development, pursuant to section 117-57 of the Nixa City Code, shall amend the City's official zoning map, said map being established pursuant to section 117-56 of the Nixa City Code, to reflect the zoning action contemplated 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.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHEYENNE VALLEY PLANNED UNIT DEVELOPMENT

A. SCOPE AND AUTHORITY

1. The Cheyenne Valley Planned Unit Development (PUD) shall be applicable to the development of the real property described in Exhibit A.
2. This PUD is formed according to the provisions of Chapter 117, Article VI. – Planned Unit Development of the Nixa City Code. The Cheyenne Valley PUD is a Planned Development Mixed Use (PUD-MU) according to the provisions of Section 117-213.
3. The provisions of this development plan shall regulate the land use and physical development of the Cheyenne Valley PUD.
4. The provisions of the Nixa City Code that would normally apply to land use and physical development within the Cheyenne Valley PUD will apply unless a provision of this development plan states otherwise.
5. The Nixa Planning and Development Director or their designee shall have the authority to render interpretations and determinations of applicability of this development plan. Appeals of the decisions of the Nixa Planning and Development Director concerning administrative decisions made concerning this development plan may be presented to the Nixa Board of Adjustment according to the City's currently adopted procedure for such appeals.

B. PURPOSE AND INTENT

1. The purpose of the Cheyenne Valley PUD is to provide for a mixture of residential and commercial land uses as a cohesive development in ways that are unique, creative, and not otherwise possible according to the current provisions of the Nixa City Code.
2. The approval of this development plan by the Nixa City Council shall be made upon findings that the Cheyenne Valley PUD serves the public interest by allowing for variation and flexibility in design and development regulation that is particular to the Cheyenne Valley PUD.
3. The approval of this development plan facilitates the integration of dissimilar land uses in a way that achieves compatibility and provides for a sense of place.

C. DEFINITIONS

D. USES PERMITTED

1. The following lists provides for land uses that are expressly permitted or prohibited within the Cheyenne Valley PUD.
2. The spatial arrangement of these land uses is limited by the provisions of Section E of this development plan.
3. Notwithstanding the provision of paragraph 4 of this subsection, land uses not expressly permitted by this development plan are prohibited within the Cheyenne Valley PUD.
4. Proposed land uses that are not specifically mentioned below may still be permitted upon a determination of the Nixa Planning and Development Director that such proposed land use is substantially similar in scale and intensity to those uses that are expressly permitted.
5. Permitted Uses
 - (a) Residential dwellings, whether attached or detached.
 - (b) Commercial land uses involving retail sales.
 - (c) Commercial and institutional offices, including but not limited to professional office uses.
 - (d) Personal services including but not limited to barbershops, beauty shops, tanning salons, clothing alterations, and spas.

- (e) Government offices, including police and fire stations.
- (f) Recreational areas and parks, whether public or private.
- (g) Restaurants and other eating and drinking establishments including bars and taverns.
- (h) Restaurants or eating and drinking establishments with drive-in, pick-up window, or drive-thru facilities.
- (i) Mini Golf Courses
- (j) Medical facilities, including physician care, dental care, pharmacies, and counseling services.

6. Prohibited Uses

- (a) Outdoor storage of materials or equipment associated with commercial or business uses.
- (b) Golf courses and driving ranges.
- (c) Convenience stores with fueling stations or gas pumps.
- (d) Banks and financial institutions with automatic teller machines and drive-thru facilities.

7. Accessory Uses

- (a) Accessory uses that are incidental to an associated permitted principal use are permitted. Accessory uses may not exceed the scale or intensity of the principal use with which they are associated.
- (b) Accessory uses include, but are not limited to:
 - 1. Home occupations that do not generate traffic or other externalities that exceed what is normal for the area.
 - 2. Parking of vehicles for patrons, residents, and employees.
- (c) Outdoor accommodations that do not cause a public nuisance or affect emergency vehicle access.

E. ARRANGEMENT OF LAND USES

- 1. The spatial arrangement of land use shall develop and be permitted in accordance with the layout shown in Exhibit B.
- 2. The Cheyenne Valley PUD allows the location of residential and commercial uses within the same building so long as the residential use is located above the first floor so as to create a continuous non-residential façade on the first floor.

F. DENSITY AND DIMENSIONAL REQUIREMENTS

- 1. The overall residential density within the Cheyenne Valley PUD shall not exceed 15 dwelling units per acre.
- 2. The maximum building height within the Cheyenne Valley PUD shall be 60 feet as measure from the lowest adjacent grade to the highest point of the building.
- 3. Buildings shall not be located within 25 feet of a property line where the adjoining property is in a residential zoning district outside of the Cheyenne Valley PUD.
- 4. Buildings shall not be located within 40 feet of the centerline of North Road.
- 5. Building separations shall conform to the most recently adopted editions of the International Residential, Building, and Fire Codes.

G. OPEN SPACE, LANDSCAPING, AND SCREENING

- 1. A minimum of 20 percent of the land area of each lot shall be void of buildings and parking structures. This required open space shall be primarily covered with vegetation or other natural material.
- 2. Parking areas shall be screened from any adjoining public right-of-way with an opaque screen not less than three feet in height.
- 3. Adjoining residential zoning districts shall be provided with a screen that is opaque to a height of at least six feet and shall also include trees that are planted

so that, at maturity, their canopies will create intermittent visual obstruction up to a height of 20 feet with no more than five feet between canopies.

4. Interior parking lot landscaping shall be provided according to the provisions of Section 105-28 of the Nixa City Code.
- H. OFF-STREET PARKING AND LOADING
 1. The off-street parking and loading requirements of the Nixa City Code shall apply to development of the Cheyenne Valley PUD.
- I. SUBDIVISION OF LAND
 1. The subdivision of land within the Cheyenne Valley PUD shall proceed according to the provisions of Chapter 115 of the Nixa City Code, except that preliminary plats shall be valid for a period of four years from the date of approval.
- J. PHASING OF DEVELOPMENT
 1. Development within the Cheyenne Valley PUD may be phases provided that:
 - (a) All public improvements directly related to each phase are completed at the time of its development;
 - (b) Improvements serving the Cheyenne Valley PUD as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole; and
 - (c) Future public improvements required by this development plan or other applicable ordinances of the City are not negatively affected.
- K. IMPACTS ON EXISTING INFRASTRUCTURE
 1. Any new intersections on an existing public street of collector or arterial classification shall involve a traffic impact study that prescribes public improvements warranted according to traffic engineering best practices.
- L. ACCESS MANAGEMENT
 1. The access locations on Cheyenne Road and North Road shown on Exhibit B are permitted. Any additional proposed access to public thoroughfares shall conform to the City's adopted access management standards.
- M. FINAL DEVELOPMENT PLAN
 1. This development plan shall be considered the final development plan for the Cheyenne Valley PUD.
- N. AMENDING THIS DEVELOPMENT PLAN
 1. This development plan may be amended by the same procedure that it was originally approved.

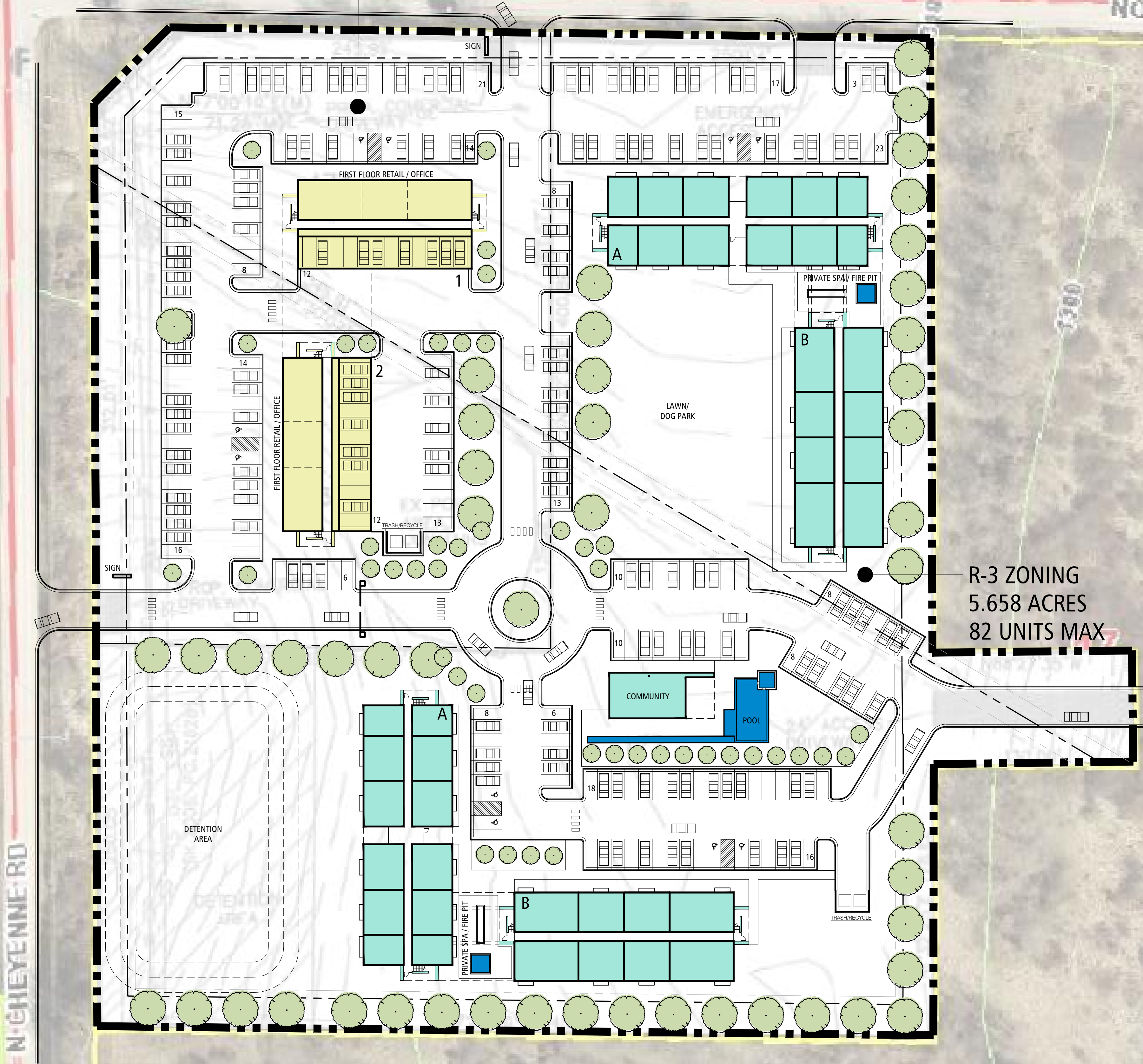
EXHIBIT A

THAT TRACT OF LAND BEING A PART OF THE WEST ONE HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) IN SECTION 17, TOWNSHIP 27 NORTH, RANGE 21 WEST, IN CHRISTIAN COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL LOT 2 IN CHEYENNE VALLEY, A SUBDIVISION IN THE CITY OF NIXA, CHRISTIAN COUNTY, MISSOURI.

GC ZONING
2.699 ACRES

NORTH RD



R-3 ZONING
5.658 ACRES
82 UNITS MAX

Exhibit B

SITE PLAN SUMMARY

GENERAL COMMERCIAL ZONE 2.70 ACRES
RESIDENTIAL (R3) ZONE 5.66 ACRES
TOTAL ACRES FOR DEVELOPMENT 8.36 ACRES

MIXED USE - COMMERCIAL / RETAIL IN GENERAL COMMERCIAL ZONING - 2.70 ACRES

BUILDING ONE: 3,000 SQ FT
12 COVERED PARKING SPACES
4 THREE BED/TWO BATH
2 TWO BED/TWO BATH

BUILDING TWO: 3,000 SQ FT
12 COVERED PARKING SPACES
4 THREE BED/TWO BATH
2 TWO BED/TWO BATH

MULTI-FAMILY DEVELOPMENT IN RESIDENTIAL 3 (R3) - 5.66 ACRES

BUILDING A (24 UNIT BUILDING)
8 ONE BED/ONE BATH
16 TWO BED/TWO BATH
24 TOTAL UNITS PER BUILDING

BUILDING B (12 UNIT BUILDING)
4 TWO BED/TWO BATH
8 THREE BED/TWO BATH
12 TOTAL UNITS PER BUILDING

BUILDING C (24 UNIT BUILDING)
8 ONE BED/ONE BATH
16 TWO BED/TWO BATH
24 TOTAL UNITS PER BUILDING

BUILDING D (24 UNIT BUILDING)
8 ONE BED/ONE BATH
16 TWO BED/TWO BATH
24 TOTAL UNITS PER BUILDING

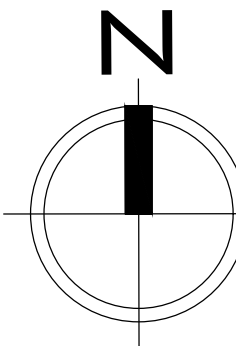
84 TOTAL UNITS
REQUIRED PARKING (1.5 MIN. SPACES / UNIT) 126 SPACES

TOTAL OF ALL BUILDINGS / ALL ZONINGS

BUILDINGS (6 BUILDINGS)
24 ONE BED/ONE BATH PER BUILDING
56 TWO BED/TWO BATH PER BUILDING
24 THREE BED/TWO BATH PER BUILDING

REQUIRED PARKING SPACES COMMERCIAL: (6,000/300) = 20 SPACES
REQUIRED PARKING SPACES MULTI FAMILY: 1.5 PER UNIT = 156 SPACES
TOTAL REQUIRED: 176
TOTAL PROVIDED:

104 TOTAL APARTMENT UNITS
6,000 SQ FT OF COMMERCIAL LEASE SPACE
24 COVER PARKING SPACES.
TOTAL PARKING PROVIDED:



SITE PLAN
SCALE: 1"=40'-0"

PROPOSED MIXED USE AND MULTI-FAMILY DEVELOPMENT FOR:

CHEYENNE VALLEY DEVELOPMENT

CITY OF NIXA, MISSOURI

SEPTEMBER 10, 2021



Issue: First Reading Council Bill #2022-073 Amending Chapter 22, Article I

Date: 07.07.2022

Submitted By: Doug Colvin
Assistant City Administrator – Director, Nixa Utilities and Public Works

Background

As requested, this Council Bill proposes a change in City Code that would allow for customers in the soon-to-be-acquired RDE and Tuscany Hills water systems to consent to a future annexation to receive Inside City water and sewer rates.

Analysis

Current City Code has separate utility rates for customers served inside the city limits and those outside city limits. As required Chapter 22 of city code, customers outside the city pay a rate that is 1.5 X the regular rate for customers residing in town. Through discussions for the proposed purchase of the RDE water and Tuscany Hills water and sewer systems, council has request staff to bring this proposal as an option for those customers to lower their rate. This in turn also provides the city future opportunity for growth and additional economic development opportunities through future annexation of the area.

Technically, this bill modifies the current code to allow those customers within the area of the two companies to consent to future annexation into the city to receive the reduced rate. Currently, these customers are not eligible for annexation because their properties are not immediately adjacent to the city limits. At some point in the future as the city grows, the properties with the consent in place would automatically be annexed as their property meets the statute for eligibility.

Recommendation

Staff recommendation is for City Council to adopt this Council Bill upon second reading. Staff plans to bring this back for that second reading at the July 25th Council meeting. Until then, we are available to answer any questions and address any concerns you may have.

1 AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING CHAPTER
2 22, ARTICLE I, OF THE NIXA CITY CODE BY ADDING THERETO A NEW SECTION
3 AND AMENDING THE CITY'S TECHNICAL SPECIFICATIONS MANUAL TO PROVIDE
4 FOR AN EXEMPTION FROM OUTSIDE THE CITY LIMIT WATER AND SEWER
5 RATES.
6
7

8 **WHEREAS** with the City's anticipated acquisition of the RDE and Tuscany Hills
9 water and sewer systems, the City Council directed staff to prepare amendments to the
10 City Code and Ordinances to provide an exemption increase in water and sewer rates for
11 utility users outside the City limits for users in these systems provided that they provide
12 an irrevocable consent to voluntary annexation to the City; and
13

14 **WHEREAS** staff have prepared the amendments to the City Code and the City's
15 Technical Specifications Manual contained herein; and
16

17 **WHEREAS** the City Council, after considering the amendments contained herein,
18 desires to approve and adopt this Council Bill.
19

20 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
21 **NIXA, AS FOLLOWS, THAT:**
22

23 **SECTION 1:** Chapter 22, Article I, of the Nixa City Code is hereby amended by
24 adding thereto a new Section 22-1, which said section shall read as follows:
25

26 (Note: Language to be added is indicated by being underlined. Language to be removed
27 is indicated by being ~~stricken~~.)
28

29 Sec. 22-1. – Municipal utility service area – Generally; Water and sewer service provided
30 outside City limits – When; Exemption for certain utility fees upon application.
31

32 (a) *Area of service – City limits.* The City shall operate and furnish City owned municipal
33 utility services within the corporate limits of the City. Nothing herein shall be construed
34 as preventing the City from purchasing, leasing, erecting, installing, or otherwise
35 acquiring real and personal property necessary, useful, or desirable to conduct its
36 municipal utility operations at any location, whether within or outside the corporate
37 limits of the City.
38

39 (b) *Provision of water and sewer service outside the City limits – Exemption.* The City
40 may furnish municipal water and sewer service to users located outside the corporate
41 limits of the City provided that such users were provided such utility services by either
42 Rex Deffenderfer Enterprises, Inc., CTW Waterworks Regional Not for Profit Water
43 Company, Inc., or Tuscany Hills Regional Sewer District, Inc. on the day of acquisition
44 of these systems by the City.
45

(c) Water and sewer fees – Exemption to increased rate for service outside City limits.
Where the City charges an increased rate for the provision of water or sewer service to properties lying outside the City limits, those properties lying within the areas described in Sec. 22-1(b) may be granted an exemption to the increased rate pursuant to the following:

(1) The fee owners of the property file an application with the City requesting an exemption from the outside City limit water or sewer service rate.

(2) The fee owners execute an irrevocable petition and consent to annex ("petition") requesting voluntary annexation into the City. Such petition shall be a covenant running with the land and shall be binding on the fee owners, their successors, and assigns. Said petition shall include a provision that, the City Council may, by resolution, invoke the provisions of the petition and cause the property to be annexed into the City provided that such annexation is in compliance with Missouri law. The form of the petition and other supporting documents the City Attorney deems necessary shall be reviewed and approved by the City Attorney prior to its acceptance by the City.

(3) The petition is recorded among the appropriate land records of the County in which the subject property is located.

(4) If at any point the petition is found invalid or is construed as not running with the land, then the property shall no longer be exempt from the outside the City limit water or sewer rate. It is expressly stated as the intent of the City Council that the exemption from the outside the City limit rate is subject to the validity of said petition and covenant.

(5) The City Administrator shall administer the provisions of this section and is authorized to establish additional rules and procedures regarding the administration of this Section.

SECTION 2: Article I of the City's adopted Technical Specifications Manual is hereby amended by repealing Article I in its entirety and adopting in lieu thereof a new Article I, which said Article shall read as follows:

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

TECHNICAL SPECIFICATIONS
ARTICLE I
GENERAL CONDITIONS

Section 1. City of Nixa Extension Policies.

A. REQUEST FOR CITY UTILITIES INSIDE THE CITY OF NIXA PLANNING AREA.

1. ~~All properties within the designated planning area must be annexed into the City Limits of Nixa to access any City utility. Reserved.~~
2. ~~All properties within the designated planning area will be considered for annexation upon request if state statute requirements are fulfilled. Reserved.~~
3. All existing structures annexed into the city limits of Nixa will be required to pay the fees for wastewater as per voter approved guidelines.
4. It will be the responsibility of the annexation petitioner to determine zoning requirements and fee structures.
5. The petitioner must be the legal representative for the property owner and the petitioner may withdraw the annexation by a written and notarized request up to the time of the passage of the annexation ordinance.
6. All building and development plans under consideration at the time of annexation must be submitted for City staff review. Staff will review the request within a 30-day time frame.
7. Any building and development that is underway at the time of annexation shall conform to all current City Codes.
8. The City may reimburse the developer for any requested increase in lift station or line capacity that is over the size required by the State Department of Natural Resources. Lift station capacity and line sizing shall be approved by the City and its consulting engineer. Provided reimbursement is considered, the amount will be determined by computing the difference between the bids for the required versus requested improvements. The City reserves the right to reject any or all bids.
9. All street, stormwater, electric, water and wastewater extensions, whether internal or external to development shall be the sole expense of the party requesting the street and/or utility unless otherwise approved by the Board of Aldermen.
10. Off-street improvements may be required by the City. City staff will review traffic and road conditions, change in classification and potential traffic hazards. Off-street road improvements and upgrades will meet City Street Specifications and will be the responsibility of the developer. When necessary, City may require the developer to supply a professional traffic study to determine offsite needs.
11. The City encourages the formation of neighborhood improvement districts to pay for infrastructure improvements within the planning area.

~~B. REQUEST FOR CITY UTILITIES OUTSIDE THE CITY OF NIXA PLANNING AREA~~

- ~~1. All developments must be built to City of Nixa Development Standards.~~
- ~~2. All developments must contractually agree to pay the fees for wastewater capacity as per voter approved guidelines.~~
- ~~3. All developments must be approved by the Department of Natural Resources before construction begins.~~
- ~~4. Request for utilities from outside of the Nixa Planning Area will be considered for residential purposes only. Outside utilities will only be given in instances when annexation is not possible. Prior to connection, the applicant must sign a "Consent to Annex" form, to be executed when State Statute requirements can be met.~~
- ~~5. All street, stormwater, electric, water and wastewater extensions shall be the sole expense of the party requesting the street and/or utility unless otherwise approved by the Board of Aldermen.~~
- ~~6. Off street improvements may be required by the City. City staff will review traffic and road conditions, change in classification and potential traffic hazards. Off-street road improvements and upgrades will meet City Street Specifications and will be the responsibility of the developer. When necessary, City may require the developer to supply a professional traffic study to determine offsite needs.~~
- ~~7. All developments must have approval from the Christian County Planning and Zoning Authority before construction begins.~~
- ~~8. All requests require thirty (30) day staff review before permits are granted or hearing scheduled.~~

SECTION 3: 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 4: 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 5: 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 phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 6: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS _____ DAY OF _____ 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Issue: **AN RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH LYNN’S ELECTRIC FOR OUTDOOR LIGHTING IMPROVEMENTS**

Date: July 5, 2022

Submitted By: Cindy Robbins, Assistant City Administrator

Background

For Council’s consideration is a resolution authorizing the City Administrator to execute a contract with Lynn’s Electric for Outdoor Lighting Improvements at 715 W. Mt. Vernon-City Hall. This Capital Improvement Project was budgeted for 2022 and consists of the replacement of the existing south outdoor lights at City Hall with the installation of LED, color-changing outdoor lights. All cables will be buried during installation and the controls for the lighting will be installed inside City Hall. This project will also install additional lights to enhance current lighting to reduce security issues. Switching to LED lights should make the lighting brighter and will use less energy. Also, the LED lights should enhance the appearance of City Hall and we can create hometown spirit with the addition of color-changing lights for holidays or during special events.

Analysis

Two bids were received for this project ranging from \$19,490.00 to \$24,888.00. Lynn’s Electric was the lowest qualified bidder at \$19,490.00 which was within the budgeted amount. The City has worked with Lynn’s Electric on other projects and have been satisfied with the work.

Recommendation

Staff recommends approval resolution to accept the low bid and award Lynn’s Electric the contract for this project.

RESOLUTION NO. 2022-071

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH LYNN'S ELECTRIC, LLC FOR OUTDOOR LIGHTING IMPROVEMENTS TO CITY HALL.

WHEREAS City staff have solicited proposals for making improvements to the outdoor lighting at City Hall; and

WHEREAS at the conclusion of the solicitation process, City staff determined that Lynn's Electric, LLC, submitted the lowest and most qualified proposal; and

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

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

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Lynn's Electric, LLC. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator 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 Resolution.

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

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

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

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-071

47

48 APPROVED AS TO FORM:

49

50

51 _____
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.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. _		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Cindy Robbins Dept: Administration Email: crobbins@nixa.com		Name: Lynn's Electric, LLC. Address: 1449 N. Owen Rd. Nixa, MO 65714 Phone: 417-343-1359 Attn: Lynn Turpin Email: lynnturpin1965@gmail.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 Bid solicitation process, referenced as RFB-028-2022/Admin 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 120 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 \$19,490.00 (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 **Nineteen Thousand Four Hundred Ninety Dollars and No Cents (\$19,490.00)** 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

Lynn's Electrical Service

Lynn's Electrical Service
Printed Name

Owner
Title

Date: 7-5-2022

ATTEST:

Elizabeth M Gibson

Elizabeth M Gibson
Printed Name

Administrative Assistant
Title

SCOPE OF WORK

The scope of work for this project is the installation of LED color changing outdoor lights, which are intended to project on the South wall of Nixa City Hall located at 715 W. Mt. Vernon Street, Nixa MO.

The Contractor shall perform the following Construction services for this project which may consist of the following, but are not limited to:

- Replacement of existing lights with programmable lighting.
- Installation of additional lights to enhance current light to achieve necessary goal.
- Disconnecting ballasts of existing front lighting and adding an additional row of programmable color changing lights.
- Cables to be properly buried during installation.
- Controls to be installed and set up at designated location inside City Hall.

The above items are examples of what the City is looking for. It is strongly suggested, anyone interested in this project should schedule and onsite visit to review the project area before submitting a response to ensure a good understanding of all that is needed to complete this project.

The purchase of all materials associated with this project along with the installation of color changing LED lights along the South side of the City Hall building is to be included in the bidder's response.

Work will be inspected by designated City Staff. If any issues/discrepancies are noted, awarded vendor must correct before final payment will be issued.



Supplier Award
RFB-028-2022/Admin
Color Changing LED Outdoor lighting for City Hall
Award Date: 6/22/22
Lynn's Electric

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Ship To Information

Contact: Cindy Robbins
Address: Administration
715 W. Mt. Vernon Street
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785

Lynn's Electric

Contact: Lynn Turpin

Address: 1449 N. Owen Rd

Nixa, MO 65714

Phone: (417) 353-1359

Email: lynnturpin1965@gmail.com

Award Lines

1	Total cost to install outdoor LED color changing lights to project onto the South wall of Nixa City Hall. All materials and labor included.			
	Quantity: <u>1</u>	UOM: <u>Total cost of Service</u>	Unit price: <u>\$19,490.00</u>	Total: <u>\$19,490.00</u>

Award Total: \$19,490.00



RFB-028-2022/Admin

Lynn's Electric

Supplier Response

Event Information

Number: RFB-028-2022/Admin
Title: Color Changing LED Outdoor lighting for City Hall
Type: Request for Bid
Issue Date: 5/5/2022
Deadline: 5/24/2022 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for the procurement of services to install outdoor LED color changing lights to the South side of City Hall.

It is strongly suggested, anyone interested in this project should schedule and onsite visit to review the project area before submitting a response to ensure a good understanding of all that is needed to complete this project.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

Public unsealing of bid responses will take place at:
City of Nixa

715 W. Mt. Vernon St.
Nixa, MO 65714

Please submit any questions regarding this bid in writing to the
Purchasing Manager, Stephanie Ewing at sewing@nixa.com.

The City of Nixa reserves the right to accept or refuse any or all bids.

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
715 W. Mt. Vernon St.
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Lynn's Electric Information

Contact: Lynn Turpin
Address: 1449 N. Owen Rd
Nixa, MO 65714
Phone: (417) 353-1359
Email: lynnturpin1965@gmail.com

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

S Ewing manual for L. Turpin

Signature

lynnturpin1965@gmail.com

Email

Submitted at 5/24/2022 10:00:00 AM

Requested Attachments

E-Verify

No response

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

No Response Form

No response

Please download the "No Response Form", located on the Attachment tab. Complete the document and upload it here.

Other Attachment

No response

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 RFB Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. For any questions, please contact the Purchasing Department at 417.449.0555.

3 Proposal Opening

Any proposal received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

5 Section 2

PROPOSAL REQUIREMENTS
The following items require an answer

6 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ *I have downloaded, read and agree. (I have downloaded, read and agree.)*

7 Scope of Work

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ *I have downloaded, read and agree. (I have downloaded, read and agree.)*

8 Bid Bond Requirements

Download the Bid Bond Requirements, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ *I have downloaded, read and agree. (I have downloaded, read and agree.)*

9 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree. (I agree.)

10 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

No response

11 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The City will consider any deviations or exceptions in its bid award decisions. The City reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

No response

Bid Lines

1 Total cost to install outdoor LED color changing lights to project onto the South wall of Nixa City Hall.

All materials and labor included.

UOM: Total cost of Service

Price: \$19,490.00

Total: \$19,490.00

Response Total: \$19,490.00

Proposal

Page # 1 of 1 pages

Lynns Electrical Service
1449 N. DUCK RD
Nixa Mo 65714

PROPOSAL SUBMITTED TO: <u>City of Nixa</u>	JOB NAME <u>715 W. Mt Vernon - Colored Lites</u>	JOB #
ADDRESS <u>715 W. Mt Vernon</u>	JOB LOCATION <u>City Hall Nixa Mo</u>	
<u>Nixa Mo 65714</u>	DATE <u>5-24-2022</u>	DATE OF PLANS <u>9-15-2021</u>
PHONE #	FAX #	ARCHITECT <u>Nixa</u>

We hereby submit specifications and estimates for: Disconnection the ballasts
in the existing lights in front lawn
and install a additional row of lights behind
old picture as discussed with (Chris) in the
Middle of September of 2021.

This would add Programmable and Color
Changing light to that row, Control panel
to be installed in janitorial closet by the
restrooms in front lobby.

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of: 19,490.⁰⁰
\$ Nineteen Thousand Four Hundred Ninety 120 Dollars
with payments to be made as follows: 6,500.⁰⁰ down 6,500.⁰⁰ upon start of job
6,490.⁰⁰ on Completion.
Any alteration or deviation from above specifications involving extra costs
will be executed only upon written order, and will become an extra charge
over and above the estimate. All agreements contingent upon strikes,
accidents, or delays beyond our control.
Respectfully submitted G. Lynn Turpin
Note - this proposal may be withdrawn by us if not accepted within 5 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

OVERVIEW

Easy!™ is a DMX512 controller featuring an LCD touchscreen. Easy!'s powerfully simple interface enables intuitive control of an entire universe (512 channels) of color changing luminaires. Preprogrammed shows with static and color changing effects simplify initial setup and provide a great starting point for customization. Easy!™ provides design, edit, store and recall functions for a maximum of 12 shows and features quick adjust intensity and speed sliders. Easy!™ controls LED luminaires that are DMX512-A compliant, including those with RDM functionality.

- Easy!™ Solo** is a standalone entry-level controller enabling show creation and playback directly at the LCD touchscreen.
- Easy!™ Touch** features an astronomic time clock for automating shows and expands the controller's features by accepting inputs from remote button stations, and button station contact closure inputs.
- Easy!™ Pro** is further enhanced by using Easy! Studio™ computer software to create multi-zone shows, and Easy! Pro features a 20 hour DMX512 capture from a theatrical console.

FEATURES

- Modern aesthetic that installs in a single gang box
- Full color LCD touchscreen
- User defined programs and naming
- Customizable settings for screen brightness, access control passcodes, and screensaver image
- Master intensity and playback speed adjustment
- Power failure memory
- Integrated help screens

Warranty

Two-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.

AcuityControls

Fresco

EZ Solo
EZ Touch
EZ Pro
DMX 512 Show Controller



ORDERING INFORMATION

EZ		Example: EZSOLO MVOLT BK	
Series		Supply Voltage	Finish
EZSOLO	Entry level, stand alone DMX controller	MVOLT 120-277 VAC, 50/60 Hz	WH White
EZTOUCH	Mid level, functions with EZ RB button stations, features timedclock	347 347VAC	BK Black
EZPRO	Pro Level, functions with EZ RB and EZ RB PRO RTS stations, features timedclock and configuration software		

Easy!™ Power Supply

Each Easy!™ controller is provided with a 24VDC power supply (FCS PS10 or EZPS 347). The power supply is remotely installed on a standard electrical enclosure. When ordering an Easy!™, the voltage selected determines which power supply is provided with the controller.

SPECIFICATIONS

FUNCTIONAL

Easy!™ Controller (Easy!™ Solo | Touch | Pro)

- DMX Controller
- 3.5" Color LCD touchscreen
- Resistive touchscreen technology works well with gloves and prosthetics
- Internally stores 12 shows
- 64,000 available colors on LCD
- Adjustable backlight control
- Adjustable timeout period
- Screen lockout passcode
- Programming lockout passcode
- Colors: Black, White
- Supports up to 3 remote stations (Touch & Pro only)
- Show naming on screen

ELECTRICAL

- Input Voltage: 24VDC (Class 2)
- Input Power: 1.0W nominal
- Current: 40mA max

ENVIRONMENTAL

- Operating Temp: 14 to 105F (-10 to 40C)
- Storage Temp: -14 to 160F (-26 to 71C)
- Relative Humidity: 90% non-condensing

MECHANICAL

- Mounts to single gang backbox

DIMENSIONS

- All dimensions are inches (millimeters)
- Size: 5.06" H X 3.5" W X 0.69" D
- (128.5 x 88.9 x 17.5)
- Weight: 6 oz (0.17Kg)

OTHER

- Compatible with DMX512-A ANSI E1.11-2008
- Compatible with DMX512 RDM ANSI E1.20-2006
- DMX Channels: 512
- Standalone Memory: 20 hours of shows (Pro only)
- Made in the USA
- 2 Year Limited Warranty

Easy!™ Power Supply

- Class 2 power supply
- Installs on standard electrical enclosures

ELECTRICAL

- Input - FCS PS10: 120-277VAC
- Input - EZPS 347: 347VAC
- Power Draw: 2.0W nominal
- Output: 24VDC Class 2

ENVIRONMENTAL

- Operating Temp: 32 to 105°F (0 to 40°C)
- Storage Temp: -14 to 160°F (-26 to 71°C)
- Relative Humidity: 90% non-condensing

MECHANICAL

- Mounts in a 1/2" knockout in a standard enclosure, remote from the Easy! station.

DIMENSIONS

- All dimensions are inches (millimeters)
- Size: 3.5" H X 2.56" W X 1.81" D (76.2 x 57.5 x 47.7)
- Weight: 6 oz (0.17Kg)

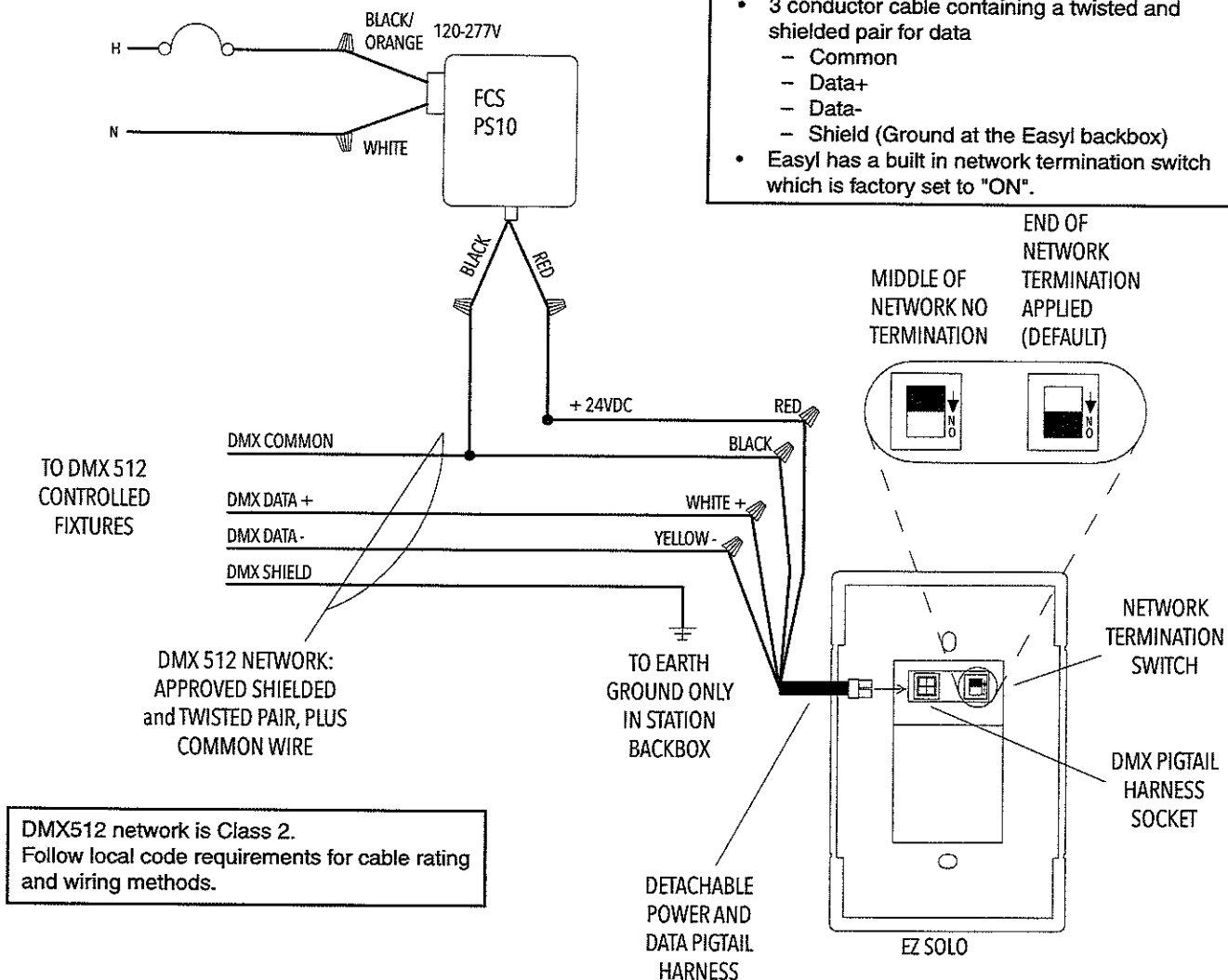
STANDARDS (FCS PS10/EZPS 347)

- UL/CUL
- Plenum Rated

WIRING DIAGRAMS

Always read product installation instructions prior to installation

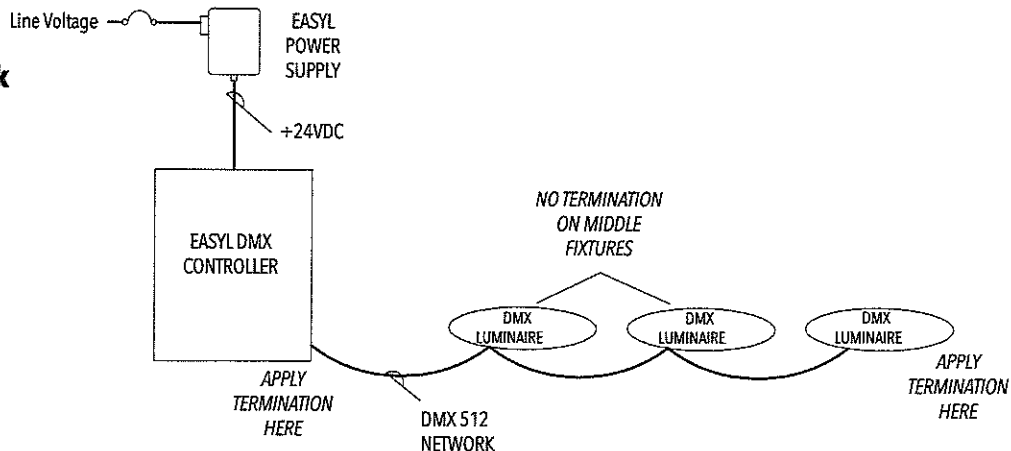
Easy!™ Solo MVOLT



Easy!™ Solo Typical Network

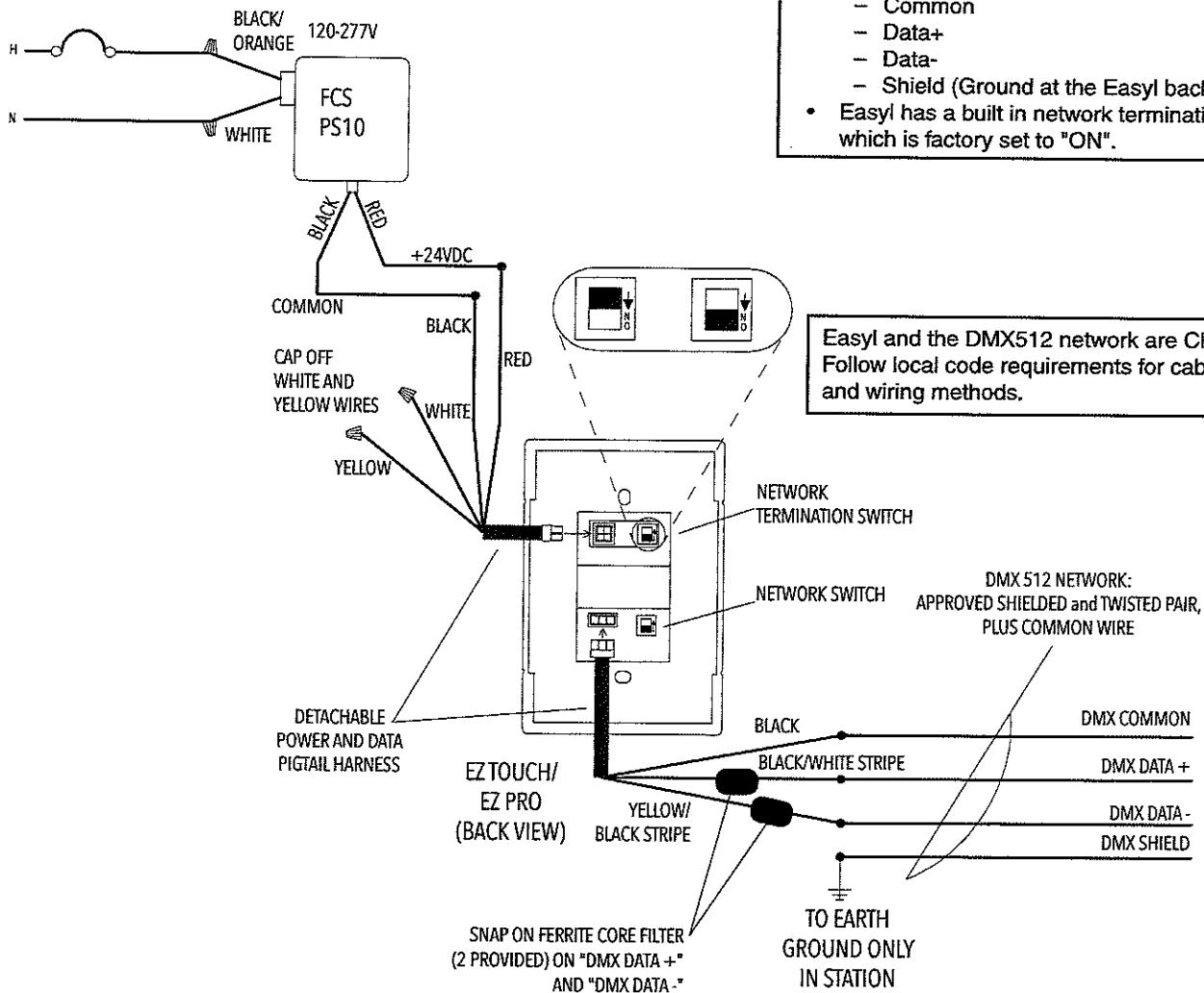
NOTES:

- 1 If a DMX device contains a termination switch it should be "OFF", unless it is at either end of the DMX network.
- 2 If a DMX device is at either end of the DMX network and does not have a termination switch, then install a 120 ohm 2W resistor across data + and -, or add a DMX terminator to the end device.

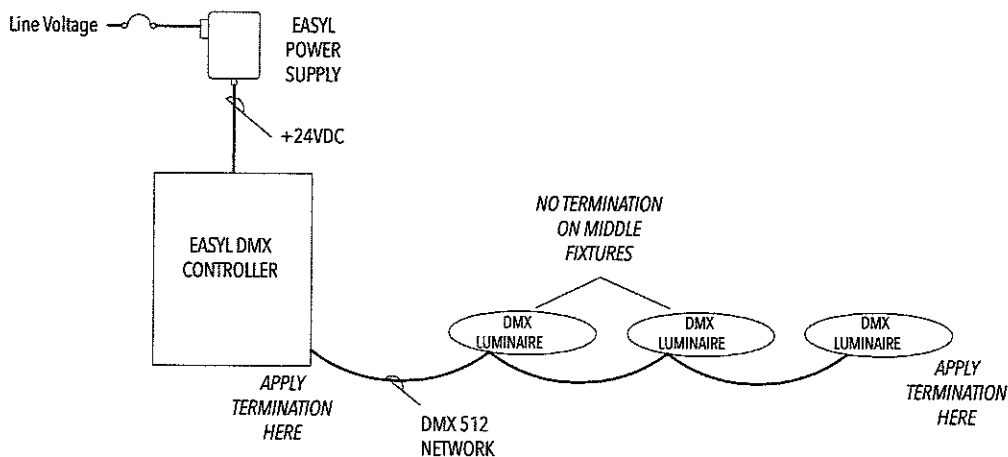


Easy! Touch | Pro MVOLT

Without Auxiliary Button Stations or Easy! RTS

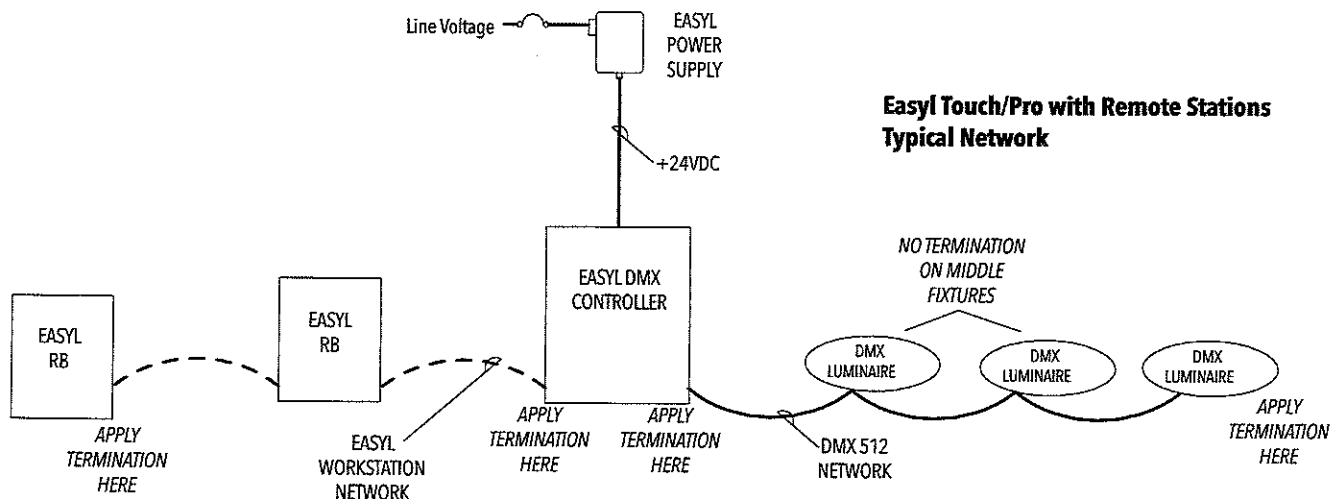
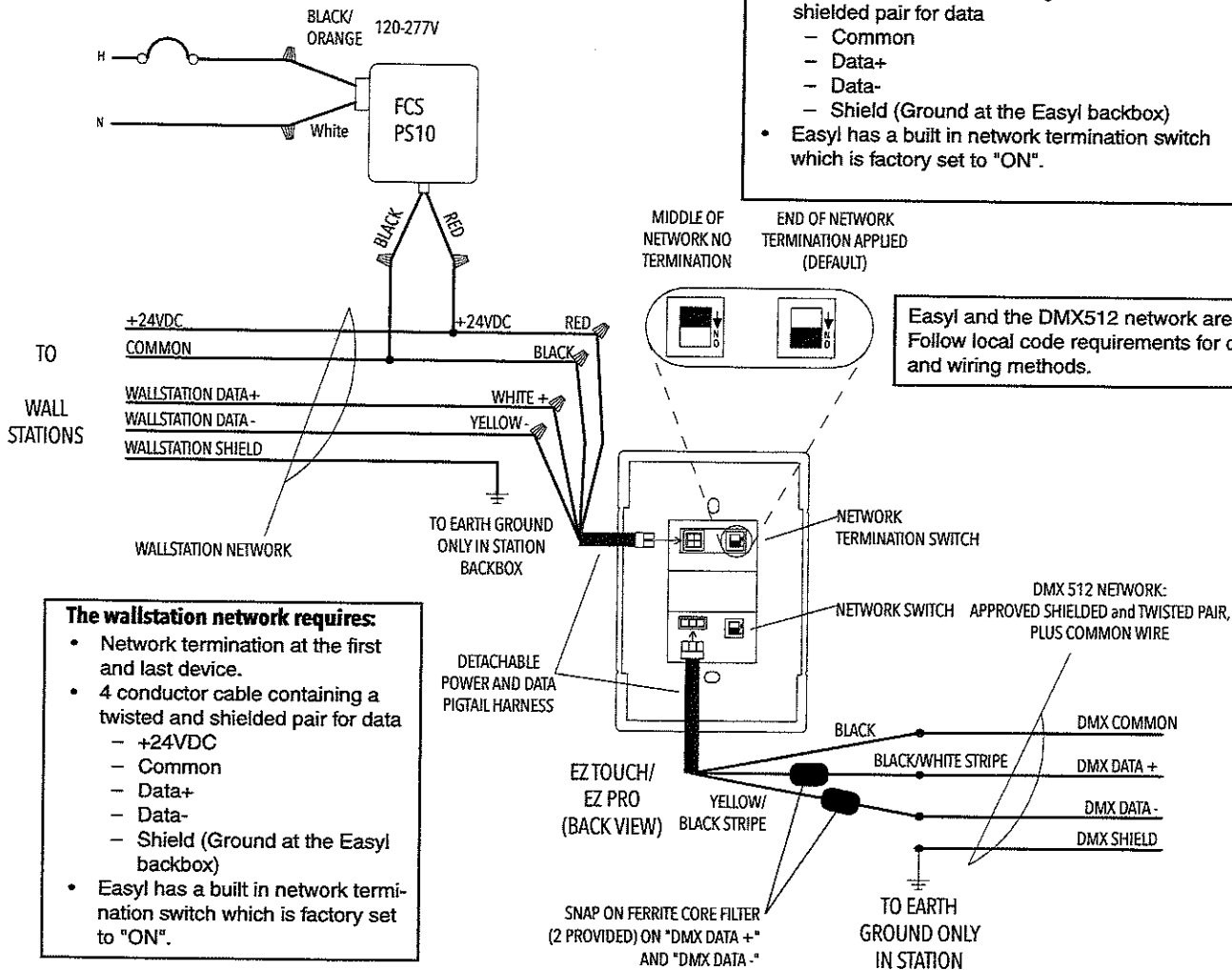


Easy! Touch/Pro Typical Network



Easy Touch | Pro MVOLT

With Button Stations



EASYL FEATURE COMPARISON

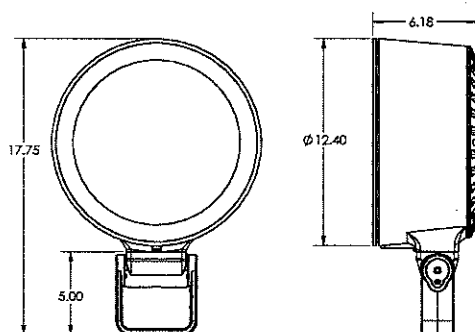
Easy! Features			
	SOLO	TOUCH	PRO
Preprogrammed shows, rainbow feature, chase feature	Yes	Yes	Yes
On-screen manual color select with favorites store & recall	Yes	Yes	Yes
On-screen master intensity slider	Yes	Yes	Yes
On-screen master speed control slider	Yes	Yes	Yes
Compatible with DMX512 and RDM fixtures	Yes	Yes	Yes
Configure on-screen logo and screen saver	Yes	Yes	Yes
Edit all shows through LCD Interface	Yes	Yes	
Basic show editing through LCD (complex features accessible in software through internal USB port)			Yes
Standalone only, no remote stations	Yes		
Operates with EZ RB 1-9 Button wallstations		Yes	Yes
Astronomic time clock (play show, set color, turn off, last command takes precedence)		Yes	
Astronomic time clock with advanced control (play show, set color, remote touchscreen or wallstation disable)			Yes
Computer based software for multi area show creation (Easy!™ Studio)			Yes
Allow temporary "override" and returns to previously playing show			Yes



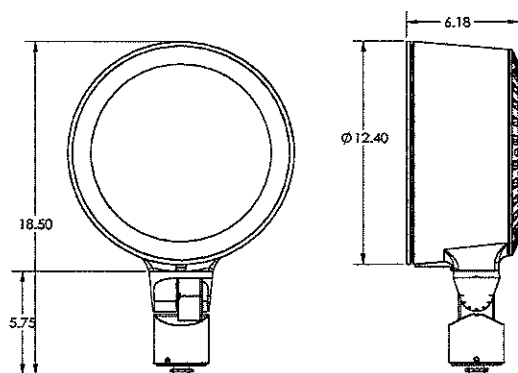
Specifications

Weight:	34lbs
EPA:	KM: 1.24
	YM: 1.21

DIMENSIONS



YOKE



KNUCKLE

SAF14 LED SPECIALTY ARCHITECTURAL FLOOD MVOLT LED

HIGHLIGHTS

- Suitable for a variety of mounting applications including ground, wall, pole, stanchion
- 0-10V, Reverse phase Dimming
- Taper-Lock technology provides full aiming integrity utilizing both a rugged knuckle and yoke design
- Available in 80CRI and 90CRI
- 9,500lm
- IK10 option available
- Minimalist design that provides clean and intentional lines and transitions
- Slightly convex watershed lens that evades water build up and staining
- Industry leading flow through design achieve with separately sealed optical chamber and driver
- NOM Listed



IP68



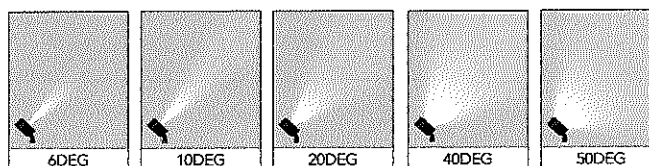
Buy American

LUMEN PACKAGES

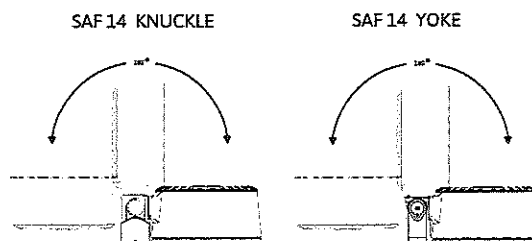
	6DEG	10DEG	15DEG	20DEG	30DEG	40DEG
Delivered Lumens	6,333	6,035	5,715	5,677	5,601	5,510
Watts	86	86	65	65	65	65
LPW	74	70	88	87	86	85
Peak Candela	380,615	151,901	50,868	34,851	14,125	8,210
	50DEG	70DEG	15Vx60H	30Vx60H	60Vx15H	60Vx30H
Delivered Lumens	5,471	5,302	5,844	5,642	5,469	5,390
Watts	65	65	65	65	65	65
LPW	84	82	90	87	84	83
Peak Candela	5,948	3,620	14,623	8,062	15,160	7,667

Note: Information based on 4000K @ P1, 80CRI

STANDARD DISTRIBUTION



AIMING DETAIL



ORDERING INFORMATION

EXAMPLE: SAF14 LED P1 80CRI 27K MVOLT 6DEG CWL KM CJB L1 ZT BL

SAF14																	
Series*		Source*	Performance Packages*	CRI*	Color Temperature*		Voltage*	Distribution*		Lens*	Mounting*						
SAF14	Specialty Architectural Flood	LED	P1	80CRI	27K	2700K	MVOLT	6DEG	6°	CWL Clear Watershed Lens Note: CWL lens IK08. For IK10 use external WRG option.	KM	Knuckle					
			P2	90CRI	30K	3000K		10DEG	10°		YM	Yoke					
			P3	Note: P3 not available in 6DEG & 10DEG	35K	3500K		15DEG	15°								
			40K		4000K	20DEG		20°									
			Note: CRI not required with AMBLW	50K	5000K	30DEG		30°									
				AMBLW ¹	Amber Limited Wavelength (591nm)			40DEG	40°								
				Note: AMBLW not available in 6DEG				50DEG	50°								
				Note: AMBLW only available in P1				70DEG	70°								
								15VX60H	15° x 60°								
								30VX60H	30° x 60°								
								60VX15H	60° x 15°								
								60VX30H	60° x 30°								
Mounting Accessories		Options Internal Accessory		Options ¹		Control Input*		External		Finish*							
ADPMR	Architectural Decorative Pole Mount Round	L1	Prismatic Lens	CSL	10' - 50' of cord available in 5' increments	ZT	0-10V dimming to 1%	GS	Glare shield	BL	Black Textured						
ADPMS	Architectural Decorative Pole Mount Square	L2	Linear Spread Lens	Note: Cord length required for Yoke Mounting only		ELV	Reverse phase	FGS	Full Glare Shield	BRS	Bronze Smooth						
AMPC_/_	Architectural Mid Pole Clamp available to fit on a 4" or 6" pole with 1 or 2 fixtures	L3	Softening Lens							BRT	Bronze Textured						
		IHL	Honeycomb Louver							DBL	Black Smooth						
APAR	Round 18" Pole Mount	Note: Only one internal accessory can be chosen								DDB	Designer Bronze						
APAS	Square 18" Pole Mount	Hardware								DNA	Natural Aluminum						
AWSC	Architectural Wall Splice Cover	TPH	Tamper proof hardware							NBS	Natural Bronze Smooth						
CAJB	Cylindrical Architectural Junction box	LASC	Safety Cable							VET	Verde Textured						
CJB	Cylindrical Junction Box									WH	White Textured						
CPM	Cylindrical Pedestal Mount									WHS	White Smooth						
CPMSA	Cylindrical Pole Mount Splice Access									_Z	Zinc Undercoat (i.e. BLZ) Note: Zinc Undercoat provides corrosion protection for Marine Environment and Natatorium Construction						
CSM_	Cylindrical Stanchion Mount 12"-48" available in 6" increments									CF	Custom Finish						
CWMA_T	Cylindrical Wall Mount Arm Top 12"-48" (available in 6" increments)									RALTB	RAL Paint Finishes						
										Note: RALTB for pricing only, replace with applicable RAL call out when ready to order. See the RALTB chart for available options. It is recommended that Hydrel products only use textured paint.							

*Required Fields

Notes:

1 Lumens not reflective of Amber output. See below chart

DIMMING CHART

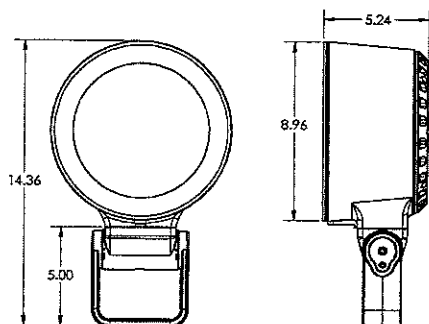
Voltage	Control Input	Min Dimming Level
MVOLT	ZT	1%
MVOLT	ELV Reserve Phase	1%



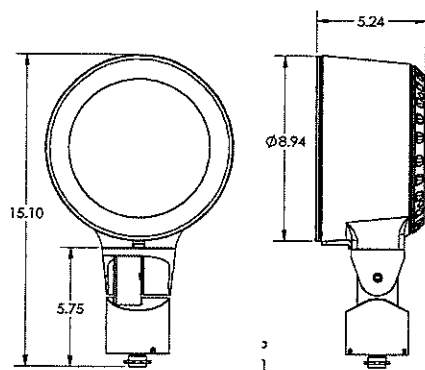
Specifications

Weight:	15lbs
EPA:	KM: 73 YM: 71

DIMENSIONS



YOKE



KNUCKLE

SAF7 RGBW SPECIALTY ARCHITECTURAL FLOOD MVOLT LED

HIGHLIGHTS

- Suitable for a variety of mounting applications including ground, wall, pole, stanchion
- Performance color mixing utilizing high output quad LED
- 3G vibration rating per ANSI C136.31
- DMX/RDM
- Taper-Lock technology provides full aiming integrity utilizing both a rugged knuckle and yoke design
- White color temperatures available in 30K and 40K
- 1,600lm
- IK10 option available
- Minimalist design that provides clean and intentional lines and transitions
- Slightly convex watershed lens that evades water build up and staining
- Industry leading flow through design achieve with separately sealed optical chamber and driver
- Quad chip technology, enabling optimal color mixing under each individual optic. Avoid striations and color separation when wall grazing/washing
- NOM Listed



5
YEAR
warranty

IP68



Buy American

LUMEN PACKAGES

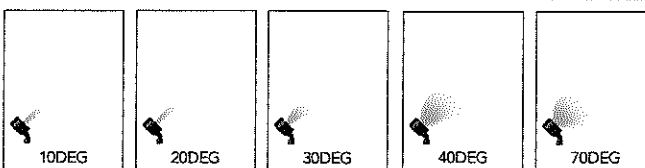
	10DEG	15DEG	20DEG	30DEG	40DEG	50DEG	70DEG
Delivered Lumens	1,639	1,564	1,554	1,533	1,508	1,497	1,451
Watts	45	45	45	45	45	45	45
LPW	36	35	35	34	34	33	32
Peak Candela	41,260	13,923	9,539	3,866	2,247	1,628	991
	15Vx60H	30Vx60H	60Vx15H	60Vx30H			
Delivered Lumens	1,600	1,544	1,497	1,475			
Watts	45	45	45	45			
LPW	36	34	33	33			
Peak Candela	4,002	2,207	4,150	2,098			

Note: Information based on RGBW4 @ P1

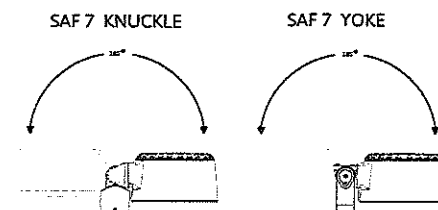
Individual Channel Lumens	R	G	B	W
Delivered Lumens	503	938	232	1056

Note: Information based on RGBW4 @ maximum output per channel and 40DEG

STANDARD DISTRIBUTION



AIMING DETAIL



ORDERING INFORMATION

EXAMPLE: SAF7 LED P1 RGBW3 MVOLT 10DEG CWL KM CJB L1 DMX BL

SAF7														
Series*		Source*	Performance Packages*	LED Dynamic Range*		Voltage*	Distribution*		Lens*		Mounting*			
SAF7	Specialty Architectural Flood	LED	P1	RGBW3	30K white (80CRI)	MVOLT	10DEG	10°	CWL	Clear Watershed Lens	KM	Knuckle		
				RGBW4	40K white (80CRI)		15DEG	15°					YM	Yoke
							20DEG	20°						
							30DEG	30°						
							40DEG	40°						
							50DEG	50°						
							70DEG	70°						
							15VX60H	15° x 60°						
							30VX60H	30° x 60°						
							60VX15H	60° x 15°						
							60VX30H	60° x 30°						
Note: CWL lens IK07. For IK10 use external WRG option														
Mounting Accessories			Options Internal Accessory		Options	Control Input*	External		Finish*					
ADPMR	Architectural Decorative Pole Mount Round	L1	Prismatic Lens	CSL	10' - 50' of cord available in 5' increments	DMX	GS	Glare shield	BL	Black Textured				
ADPMS	Architectural Decorative Pole Mount Square	L2	Linear Spread Lens				FGS	Full Glare Shield	BRS	Bronze Smooth				
AMPC_/_	Architectural Mid Pole Clamp available to fit on a 4" or 6" pole with 1 or 2 fixtures	L3	Softening Lens				WRG	Wire Rock Guard	BRT	Bronze Textured				
APAR	Round 18" Pole Mount	IHL	Honeycomb Louver	Note: Cord length required for Yoke Mounting only				CF	Custom Finish					
APAS	Square 18" Pole Mount	Note: Only one Internal accessory can be chosen							DBL	Black Smooth				
AWSC	Architectural Wall Splice Cover	Hardware							DDB	Designer Bronze				
CAJB	Cylindrical Architectural Junction box	TPH	Tamper proof hardware						DNA	Natural Aluminum				
CJB	Cylindrical Junction Box	LASC	Safety Cable						NBS	Natural Bronze Smooth				
CPM	Cylindrical Pedestal Mount								VET	Verde Textured				
CPMSA	Cylindrical Pole Mount Splice Access								WH	White Textured				
CSM_...	Cylindrical Stancion Mount 12"-48" available in 6" increments								WHS	White Smooth				
CWMA_E	Cylindrical Wall Mount Arm. End 12"-48" (available in 6" increments)								_Z	Zinc Undercoat (i.e.BLZ)				
CWMA_T	Cylindrical Wall Mount Arm Top 12"-48" (available in 6" increments)									Note: Zinc Undercoat provides corrosion protection for Marine Environment and Natatorium Construction				
									CF	Custom Finish				
									RALTBD	RAL Paint Finishes				
											Note: RALTBD for pricing only, replace with applicable RAL call out when ready to order. See the RAL COLOR CHART for available options. It is recommended that Hydrel products only use textured paint.			

*Required Fields

Resolution Exhibit C

Event Number	RFB-028-2022/Admin	Organization	City of Nixa
Event Title	Color Changing LED Outdoor lighting for City of Nixa	Workgroup	Purchasing
Event Description	The City of Nixa is issuing a Request for Bid	Event Owner	Stephanie Ewing
Event Type	RFB	Email	sewing@nixa.com
Issue Date	5/5/2022 04:00:01 PM (CT)	Phone	
Close Date	5/24/2022 10:00:00 AM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lynn's Electric	Nixa	MO	5/24/2022 10:00:00 AM (CT)	1	\$19,490.00
Creative Outdoor Lighting	Nixa	MO	5/24/2022 08:19:46 AM (CT)	1	\$24,888.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



Issue: **A RESOLUTION OF THE CITY COUNCIL CONCERNING A NIXA BEAUTIFICATION FAÇADE GRANT PROGRAM APPLICATION FOR 123 SOUTH MAIN STREET**

Date: July 11, 2022

Submitted By: Planning and Development Department

Background

Section 23-1 of the Nixa Code of Ordinances establishes a Nixa Beautification Façade Grant Program. The purpose of the program is to encourage property owners to perform repairs and to update their buildings located in commercial or industrial zoned areas. The program affords a maximum of \$7,500 in matching funds for certain eligible improvements.

Eligible improvements include:

- New awnings or the restoration of existing awnings
- Exterior painting and / or paint removal
- Repair and restoration of brickwork, wood, masonry, and stucco
- Exterior lighting
- Reusable signage
- Repair and replacement of architectural details or materials
- Doors
- Rehabilitation or compatible reconstruction of storefronts
- Removal of metal siding and exterior slipcovers (surfaces)
- Patios, including base and railings
- Other architectural elements

Analysis

The application submitted by Rose Wilson for Lady Bug Floral and Gift located at 123 South Main Street, describes the proposed work as “replacing store front windows and adding an awning to the front of the store.”

Three bids for the work were submitted:

Store front awning project

Bidder	Bid Amount
H.B. Wall Awning	\$2,413
American Awning, INC.	\$2,500
Springfield Sun Control	\$2,990



Window Project includes replacing the two large windows on the front of the building and the 3 small windows along the south side of the building.

Bidder	Bid Amount
The Window Source	\$4,915
Window World	\$5,963
American Glass	\$6,575

According to the guidelines approved by the City Council for evaluating grant application, there are a variety of evaluation criteria to consider in rendering a recommendation:

- Impact – Overall impact of the project on city beautification.
 - Is the project located in a highly visible area?
 - Will the improvements increase the economic activity and appeal?
 - Will the project eliminate incongruent design elements or elements that pose a potential liability to the city?
 - Does the project seek to restore the historical or architectural significance of the building?
- Financial Leverage
 - Projects that leverage a greater private investment will be considered at a higher priority.
- Cost / Schedule
 - Is the project feasible in cost and schedule?
- Sustainability / Permanence
 - How permanent are the improvements and is there a maintenance plan for improvements?
 - Will the completed work be sustainable and potentially transferable to future owners?
- Community Contribution
 - Is the applicant a positive presence in the community? Do they demonstrate a “good neighbor” policy toward other property owners?
 - Is the area around the property kept clean and free of debris on a consistent basis?
 - Does the property participate in organized promotions or other community-based activities?
 - Does the applicant actively promote Nixa and their own property?

If awarded, the applicant must complete the required work within six months and must provide detailed receipts and statements of cost prior to being reimbursed by the City. The applicant is not allowed to be reimbursed for work done on their own or by a company they own or have financial interest in. The applicant is also held responsible for complying with all applicable local, state, and federal regulations involved in the construction process. Project total is expected to be \$7,328.

Recommendation

Staff recommends approval of this application.

RESOLUTION NO. 2022-072

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE
ISSUANCE OF A BEAUTIFICATION FAÇADE GRANT FOR PROPOSED
IMPROVEMENTS AT 107 SOUTH MAIN STREET.**

WHEREAS section 23-1 of the Nixa City Code establishes a Nixa Beautification
Façade Grant Program ("Program") in which eligible improvements may be reimbursed
up to \$7,500 by the City; and

WHEREAS an application has been submitted requesting funding through the
Program for certain improvements generally located at 123 South Main Street; and

WHEREAS after reviewing the application and approval criteria established in City
Code section 23-1, the City Council desires to issue a Beautification Façade Grant to the
applicant upon full compliance with the terms of this Resolution.

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

SECTION 1: City Council hereby authorizes the City Administrator, or designee,
to issue a Nixa Beautification Façade Grant in the amount of \$7,328 to Rose Wilson, for
the proposed improvements to be made at 123 South Main Street within the City. Said
improvements being described on the "Nixa Beautification Façade Grant Program"
application attached hereto and incorporated herein by this reference as "Resolution
Exhibit A." Funding from the Program shall not be disbursed by the City until the applicant
has demonstrated to the satisfaction of the City Administrator, or designee, that they have
fully complied with City Code section 23-1 and City Council's adopted review criteria for
the Program.

SECTION 2: The City Administrator 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 Resolution.

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

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

RESOLUTION NO. 2022-072

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

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Nixa Beatification Façade Grant Program

PROJECT ADDRESS: 123 South Main StreetApplicant: Ladybug Floral and Gift Phone: 417-725-0168Applicant's Address: 123 South Main StreetProperty Owner: Rose Wilson Phone: 417-725-0168Property Owner's Address: 1968 North Nicholas RoadIndicate if all correspondence is to be sent to: ☒ Applicant ☐ Property Owner

Briefly describe scope of improvements (attach additional sheets if necessary):

We will be replacing storefront windows and
adding an awning to the front of the store.

Please include the following with the application:

- ☒ Three professional contractor estimates for the cost of the proposed improvements
- ☐ Digital photos of the existing building façade and a design sketch or rendering

Estimated Costs:

Façade Improvement Cost: 7,500

Property Owner Authorization/Certification

I have read accompanying guidelines and attest that the information included in this application is accurate to the best of my knowledge. I certify that the applying party meets the qualifications under the program. I understand that grants are not guaranteed and are up to the determination of the City Planning and Zoning Commission and the City Council.

Rose Wilson
 Applicant Signature

6-3-22
 Date

Rose Wilson
 Property Owner Signature (if other than applicant)

6-3-22
 Date

Submit Completed application to:
 Nixa Planning and Development Department
 715 W Mt Vernon, Nixa, MO 65714
 (417)725-5850



Nixa Beatification Façade Grant Program

Nixa Beatification Façade Grant Program Agreements and Conditions

Initial

- RW The applicant (or property owner) is in good standing by payment of taxes and assessments to the City of Nixa.
- RW I affirm that this project will conform to all applicable codes, ordinances and regulations.
- RW All applicable permits will be obtained for this project and all accompanying inspections will be successfully completed.
- RW The project will be completed with 6 months of approval by the City Council (or negotiated extension approved by City Council)
- RW Applicant agrees that all work will be completed in a professional manner and that continued maintenance of the property and improvements will be ongoing.
- RW The applicant agrees that only the work approved by the City Council in the application process shall be eligible for reimbursement, unless the City Council has approved changes in an amended agreement, and that no work done on the project prior to formal approval is eligible for reimbursement.
- RW The applicant must submit copies of invoices, receipts, proof of payment and itemized statement of the total cost of the project to the City of Nixa within 3 months of project completion.
- RW The applicant will abide by Equal Employment Opportunity and Civil Rights guidelines.
- RW To the extent permitted by law, the applicant shall indemnify, protect, defend and hold harmless the City of Nixa and its agents and employees from all claims, damages, lawsuits, costs, and expenses for any property damage, personal injury, or other loss relating to the Nixa Beatification Façade Grant Program.

Rose Wilson
Applicant Signature

Rose Wilson
Property Owner Signature (if other than applicant)

6-3-22
Date

6-3-22
Date

Subject: Estimate 81458 from American Glass

Date: Jun 16, 2022 at 8:51:16 AM

To: rose@ladybugfloral.com

Dear Customer :

Please review the attached estimate. We look forward to working with you.

Feel free to contact us if you have any questions.

Sincerely,

American Glass



Estimate

Date	Estimate #
6/9/2022	81458

Name / Address
Lady Bug Floral 123 S. Main Nixa, MO

Project Detail:
Rose 417-860-4800

Contact Number	Job Address	Terms	Rep
		COD	TRD
Qty	Description	Cost	Total
2	54 x 77 - Bronze Thermal Break Aluminum Frames With 1" Clear Tempered Glass	0.00	0.00
3	33 x 22 - Same	0.00	0.00
1		6,575.00	6,575.00
	Includes Removal Of Existing Frames And Glass		
1	ADD FOR EACH VENT WINDOW = 575.00	0.00	0.00
	This Estimate Will Be Good Till July 31ST 2022 Instead Of The 30 Days Printed At Bottom Of Estimate Thank You Tom Day		
We appreciate the opportunity to bid this project!		Subtotal	\$6,575.00
Signature _____		Sales Tax (8.1%)	\$0.00
Estimate valid 30 days from date shown above		Total	\$6,575.00

If it's glass--make it American Glass!

2305-A W. Vista St.
Springfield, MO 65807
Phone: (417) 887-9000

TN License #7639

THE WINDOW SOURCE®

Where America Shops for Windows and Doors

The Window Source of Springfield



GREAT LAKES

WINDOW
by nycru

Jayden Coalson

417-425-7259

Customer Name

Home Phone

Work

Cell

123 S. Main St.

Nixa

MO 65714

Install Address

City

State

Zip

email

Windows

Series 3000

Series 3000 Double Hung All-Welded	\$635
Picture Window	\$635
2 Lite Slider	\$635
3 Lite Slider	\$795

Shaped Window

INCLUDES in White, Energy Guard, Life-Time Glass
Breakage Warranty, Aluminum/Vinyl/Flanged Removal
or Custom Exterior Capping

Series 3000+

Series 3000+ Double Hung All-Welded	\$699
Picture Window	\$699
2 Lite Slider	\$699
3 Lite Slider	\$850

Shaped Window

INCLUDES in White, Smart Guard, R-Core Sash and
Mainframe, Lifetime Glass Breakage Warranty, Aluminum/
Vinyl Flanged Removal or Custom Exterior Capping

Series 6000

Series 6000 Double Hung All-Welded	\$720
Picture Window	\$720
2 Lite Slider	\$720
3 Lite Slider	\$835

Casement

Shaped Window

INCLUDES in White, Smart Guard, Aluminum/Vinyl/Flanged
Removal or Custom Exterior Capping, Life-Time Glass
Breakage Warranty

Series 9000

Series 9000 Double Hung All-Welded	\$899
Picture Window	\$899
2 Lite Slider	\$899
Casements	\$1,235
3 Lite Slider	\$995

Shaped Window

INCLUDES in White, Smart Guard, Sound Reduction Glass,
Full R-Core Sash & Mainframe Super spacer, Aluminum/Vinyl/
Flanged Removal or Custom Exterior Capping, Life-Time
Glass Break Warranty, Full Flex Screen

Additional Requirements

Cut Hard Casement	\$40
Oriel Window 40/60 or 60/40 add	\$40
101-120 Oversized	\$105
Lead Safety	\$65
Tempered Glass	\$125
Pocket Fit/w Wraps	\$40
Mull Cuts	\$40

Bow, Bay & Garden Windows

Bay or Bow Window (3 section)	\$4805
Bow Window (4 or 5 section)	\$5405
Garden Window	\$3180
Optional Shingled Roof Assembly	\$593

Glass Pattern

Obscure Glass	\$50
Rain Glass	\$80
Bronze or Grey Tinting	\$180
Glue Glass	\$80

Colors

Painted Colors	\$245
Beige Vinyl	\$53
Color ext <u>Brown</u> / White interior	\$83
Color ext <u>White</u> / Woodgrain int	\$165

circle one - Golden Light Oak/Cherry/Natural Dark Oak/Rosewood

Grids

SDL	\$260
5/8" Classic flat Grids	\$52
11/16" Williamsburg	\$65
5/8" Classic flat Diamond Grids	\$102
Perimeter	\$102

Installation Options

Install new interior trim stops	\$45
Install new interior casings	\$90
Repair rotted sill or jamb	\$80
Remove air conditioner	\$60
Exterior trim	\$70
Remove & reinstall shutters (per pair)	\$60
Remove & reinstall awning	\$60

9000 Series Patio Doors (OSLI →←)

5'-6' Patio Door 9000 Series	\$2,575
*8'-9'-10'-12' (+\$300 Per Ft)	
*Custom Size - Internal Blinds	+\$1,800
Grids (Col-Per)x2	\$170
Vent Foot Lock	\$44
Beige, Camel Vinyl In & Out	\$135
*Keyed Decor Handle (B-N-O)	\$154
*Colored Exterior	\$300
*Wood Grain Int.	\$375
ProVia Single Door	
ProVia French Door	
ProVia Garden Patio Door	
ProVia Storm Door	

All units purchased with LowE/Argon glass are to be Energy Star
certified for your Climate Zone.

Section B - Additional Work

No additional work will be performed unless specified here.

3000 6000 9000

*18-20 week lead time

Customer agrees to the terms of payment as follows:

Total List Price (all above) \$ 4,750.00

Additional Work (Section B) \$

Re-Measure/Site Set Up & Disposal Fee \$ 165.00

Total Amount \$ 4,915.00

THE WINDOW SOURCE®

Where America Shops for Windows and Doors

2305 W. Vista St. Ste. A
Springfield, MO 65807

Lady Bug Floral
123 S. Main St.
Nixa, MO 65714

The quote written for Lady Bug Floral on May 31, 2022 is good through July 31, 2022. If you have any questions about the estimate that was written, please give us a call.

Thanks,

The Window Source
(417) 887-9000

Done

attachment 1.pdf



Alt
L St
NE 68127
(316) 537-7313

Window
World
CARES

Window
World
WINDOWS • SIDING • DOORS
WindowWorldOmaha.com

1927 S West St
Wichita, KS 67213
(316) 942-6400

Rose Wilson

Customer: Jayden Carlson (Lady Bug Floral) E-mail: rose@ladybugfloral.com
Install Address: 123 S Main St. Phone (h): (417) 8180-4180
Bill Address: Nixa Mo 65714 Phone (w):
Phone (c): (417) 425-7259

• Quote •

3- 5463 installed

2- 4000 Series Picture Windows (WH/Bronze)
w/ SolarZone

3- 4000 Series Awning Windows (WH/WH)
w/ SolarZone

3- Exterior Wraps (WH/GS)

7- Interior Stops (White)

7- Exterior Stops + Vulchem Caulking

1- Repair 2x6 (rotted)

2- Metal Frame Removal (2 front picture windows)

1- Measure, Site Set up, Disposal

* Lifetime Warranty including glass breakage + Seal Failure
No Service Fees, Warranty is transferable!

(22-26 weeks lead time)

Estimate listed above is good until:

Date:

30 days Aug 1st 2022

NAT-20972-0

EPA Lead-Safe Practice is the LAW!

Please refer to epa.gov/lead/pubs/brochure.htm or dial (800) 424-LEAD for more information.

If you provide us with a major licensed competitor's bid.....

WE'LL BEAT IT!!

Consultant Signature:

Shelly Davis (417) 413-0802

Date

5/21/22

This Window World® Franchise is independently owned and operated by DOBO, LLC. d/b/a Window World of Omaha under license from Window World, Inc.
This Window World® Franchise is independently owned and operated by DOBW, LLC. d/b/a Window World of Wichita under license from Window World, Inc.



Serving Southern MO, KS, AR, & OK



Serving the Greater Kansas City Area & KS

Proposal

From: Scott Neville

Date: 6/14/22

Attn: Jayden Coalson

Delivery:

Terms: 1/2 Down, 1/2 Due upon completion

Effective: 45 days

Job Location: Lady Bug Floral
Nixa, MO

Description: Fabricate and install (1) wedge shaped fabric awning with closed ends and flat front panel.

Size = 199" wide X 36" drop X 36" projection X 6" flat front panel.

Frame = Fully welded 1"x1" mill finish aluminum tube.

Fabric = Choice of acrylic canvas, welded seams.



Total: \$2,413.00

Respectfully Submitted,

Scott A. Neville

Scott A. Neville, President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
(See attached for complete terms)

Date of Acceptance: _____ Signature: _____

Welhener - H.B. Wall Awning . 1580 W. Skyline Ave. Ozark, MO 65721 . scott@welhenerawning.com
417 581 1902 . 800 373 1616 . fax 417 581 2010 . www.welhenerawning.com



RAIN OR SHINE WE'VE GOT YOU COVERED



Proposal - Contract

SPRINGFIELD SUN CONTROL

3440 W. Division Ste "C" SPRINGFIELD, MO 65802
PHONE: (417) 865-3045 FAX: (417) 831-2874
E-MAIL spfd.sun.control@att.net
LOOK US UP ON THE WEB springfieldsun-control.com

Attn: Rose Wilson
LadyBug Floral
123 S. Main
Nixa, MO 65714

Date 15 June, 2022

Terms of 1/2 DOWN
Payment Balance on compl.

F.O.B. _____

The following for use in _____

Name or Description of Job

We will furnish and install (1) triangular style awning 36" projection x 36" wall x 16' wide using Sunbrella solution dyed acrylic cloth in customers choice of color.

Total material, tax and labor -----\$2,990.00

This quote includes a 15% price increase in materials making it good for 3 months.

☒ Building permits and stamped engineered drawings can be provided for an additional cost

This quotation is subject to acceptance by purchaser within 30 days from date.

NOTICE TO OWNER

ALL ACCOUNTS PAYABLE ON COMPLETION UNLESS OTHERWISE SPECIFIED. UNLESS YOU ARE OTHERWISE NOTIFIED TO THE CONTRARY WITHIN 3 DAYS, THIS ORDER IS ACCEPTED BY SPRINGFIELD SUN CONTROL PRODUCTS.

THE UNDERSIGNED AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING A REASONABLE ATTORNEY FEE, IF THIS NOTE IS NOT PAYED ACCORDING TO THE TERMS HEREOF.

INTEREST OF 1 1/2% PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS

Accepted By _____

Representative

Buck Doty
Buck Doty

16:08



Done

1 of 4

ESTIMATE

AMERICAN AWNING, INC.

IFAI Certified Master Fabric Craftsman

1237 ROBIN ST. • NIXA, MO 65714
(417) 725-0075 • 1-800-483-5023 • FAX: (417) 725-0067

Fabric/Back-Lit Awnings - Canvas Specialties - Patio/Deck Covers
Screen Rooms - Glass Enclosures - Security Doors - Storm Doors - Storm Windows

For Ladybug Floral Phone 860-4800
Address 123 S. Main Street Nixa, MO 65714 Date 5-25-2022

Dear Jayden,

We propose to furnish and install one standard stationary style awning. Frame to be constructed using 1" square non-painted aluminum tubing of welded design. Dimensions of awning to be 3'-6" drop x 3'-6" projection x 15' 6" width. Fabric to be customer's choice of standard colors of Sunbrella available.

Total installed cost \$2500.00

Thanks for giving American Awning, Inc. the opportunity to bid this job for you. If we can be of any further assistance please call.

Cordially,

Stanley Lillard Jr.
Vice-President

AM1001 - 412 (Rev 4/05)



From: American Awning americanawning1237@gmail.com
Subject: Time & Cost Extension
Date: Jun 14, 2022 at 2:40:05 PM
To: rose@ladybugfloral.com

Rose we agree to hold contract for same amount of money \$2500.00 dated
June 7th 2022 through July 31st 2022.

Thanks
Stanley Lillard Sr/ President
American Awning, Inc.
1237 N. Robin Street
Nixa, Mo 65714
[417-725-0075](tel:417-725-0075)

 *Ladybug*
Floral & Gift





Issue: McCauley Park Playground Renovation

Date: July 8, 2022

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

During the 2022 budget planning process the parks department identified a capital improvement to renovate and replace the McCauley Park playground. This renovation would allow for the complete replacement of all playground equipment, removal of the pre-engineered wood fiber surfacing to be replaced with pour-in-place rubber surfacing, and provide some shade for the playground. These renovations would provide the newest innovations in inclusive play to Nixa and making the playground a destination for play within our community.

Staff requested proposals from several commercial playground companies and received proposals from 7 companies for staff consideration. Staff then reviewed and scored each playground based on the design and the identified amenities requested through the proposal process to narrow down the proposals to a single vendor.

Analysis

Through the selection process staff identified PlayCore Wisconsin Inc. and Game Time c/o Cunningham Recreation as the best over all proposal for a new inclusive playground to replace the playground at McCauley Park. Their proposal would ensure inclusive play and a renovation to the McCauley Park playground that will serve our community for several years to come.

Recommendation

This evening staff is asking for approval of the contract with Game Time c/o Cunningham Recreation for the McCauley Park playground renovation. This contract is priced at just shy of \$1 million. This is within budget as we are using funding that has been saved and earmarked over several budget years for a project of the magnitude. We are excited to have this opportunity to bring an amazing park upgrade to the Nixa Community and know that our community will be excited for this upgrade.

Thank you for your consideration and I would be happy to answer any questions you may have.

Respectfully,

Matt Crouse
Director, Parks and Recreation

RESOLUTION NO. 2022-073

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PLAYCORE WISCONSIN, INC. FOR RENOVATIONS TO THE MCCAULEY PARK PLAYGROUND.

WHEREAS City staff have solicited proposals for the renovation of the playground located at McCauley Park; and

WHEREAS at the conclusion of the solicitation process, City staff determined that PlayCore Wisconsin Inc. d/b/a Game Time, submitted the best overall proposal; and

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

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

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with PlayCore Wisconsin Inc. d/b/a Game Time. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator 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 Resolution.

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

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

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

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-073

47

48 APPROVED AS TO FORM:

49

50

51 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.

EFFECTIVE DATE:

TERMINATION DATE:

CONTRACT NUMBER:

(X) NEW CONTRACT () RENEWAL OF CONTRACT NO. () Addendum No. ____

CITY

CONTRACTOR

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395
Nixa, MO 65714
Phone: 417.725.3785
Attn: Matt Crouse Dept: Parks & Recreation
Email: mcrouse@nixa.com

Name: PlayCore Wisconsin, Inc. dba Game Time
c/o Cunningham Recreation
Address: PO Box 240981
Charlotte, NC 82884
Phone: 913-220-5880
Attn: Ryan Dalton
Email: rdalton@cunninghamrec.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 Quote, and utilizing the cooperative solicitation process through Omnia Partners, referenced as Playground Design and Installation Project 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. The order shall be issued by the City Administrator within 30 days after the date of execution of this Contract. The date the Contractor is ordered to proceed shall be on or after September 6, 2022.

2. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached hereto as Exhibit C and made part of this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each

worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. 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. **Umbrella Liability Insurance.** Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Umbrella Liability policy.

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.

4. **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 \$1,000,000.00 (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 Treasury Circular 570.

5. 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.

6. 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.

7. 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.

8. 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.

9. **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.

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), but only to the extent arising from the negligent acts or omissions of Contractor, or anyone for whom they are responsible, 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 passive 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.

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. 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.

12. 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 **One Million dollars and No Cents (\$1,000,000.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor.

13. 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**
- d. **Exhibit C- Prevailing Wage Order**

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, and then Exhibit C.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 constructions 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).

22. 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.

23. 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.

24. 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.

25. 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.

26. 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



Robert Barron

Printed Name

Sr. Vice President of Sales

Title

Date: 7/7/2022

ATTEST:



Clint Whiteside

Printed Name

Director of Sales

Title

Scope of Work

The Scope of Work for this project is to design and install a playground layout at the Parks and Recreation Center, located at 701 N. Taylor Way, Nixa, MO.

The following specifications shall be adhered to for the project site work:

- Removal of old equipment.
- Removal of existing pre-engineered wood fiber surfacing. The City of Nixa can provide a place for the old surfacing. Contractor is responsible for getting the materials to that location if desired.
- Installation of subsurface and pour in place rubber surfacing throughout playground.
- Installation of new sidewalk and borders for pour in place rubber surfacing.
- Install all necessary drainage for pour in place rubber surfacing in the playground area.
- Install all playground equipment per designs to meet manufactures specs to meet ASTM, CPSC, and ADA guidelines for playground safety and accessibility.
- Provide all owner's manuals, spec sheets, parts lists, etc. to Nixa Parks and Recreation.

Work shall be monitored by City of Nixa staff. A complete and thorough inspection shall be performed by the City upon completion of the work. If any issues/discrepancies are noted, awarded vendor must correct before final payment will be issued.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

EXHIBIT B

06/13/2022
Quote #
160064-01-02

McCauley Park Inclusive Playground Project - Revised

Nixa Parks and Recreation
Attn: Matt Crouse
701 N. Taylor Way
Nixa, MO 65714
Phone: 417-725-5486
Fax: 417-725-8490
mcrouse@nixaparks.com

Ship to Zip 65714

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings)	\$218,820.00	\$218,820.00
		(1) 3903 -- Hypentic Wheel 12" 2S		
		(1) 3968 -- Giggle Box 20" Sensor with Back		
		(1) 4958 -- Hypno Wheel		
		(1) 4962 -- Echo Chamber		
		(2) 6292 -- Trillium Climber 5'-0"		
		(4) 16465 -- Slide Transfer (Ada)		
		(1) 16700 -- Ada49"Sq Punch Steel Deck		
		(4) 16701 -- Ada 49"Tri Punch Steel Dk		
		(4) 36082 -- Free Standing X-Pod Step		
		(4) 80167 -- Roof Ext 24" W/Rivet		
		(2) 80203 -- Tin Roof Gable		
		(1) 80206 -- Tin Roof Hex		
		(3) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80729 -- 12"Stepped Platform		
		(1) 81665 -- Seat And Table For Two		
		(1) 81669 -- Hand Cyclor		
		(1) 81688 -- Therapeutic Rings Attch		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90211 -- Rung Encl Telescope & Barrier,Above Dk		
		(2) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(1) 90272 -- 14' Upright, Alum		
		(2) 90273 -- 15' Upright, Alum		
		(1) 90425 -- Letters Maze Above Deck		
		(1) 90509 -- 5' Double Zip Slide, Std Dk		
		(1) 90573 -- Scramble Up (3'-6" To 5'-0")		
		(1) 90578 -- Swerve Slide		



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McCauley Park Inclusive Playground Project - Revised

Quantity	Part #	Description	Unit Price	Amount
		(1) 90653 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(2) 90704 -- Left Curve Section Wilderslide li		
		(1) 90705 -- Right Curve Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(1) 90715 -- Twist Ball Run-Gadget Pnl Above Dk		
		(1) 90762 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 90834 -- 3-in-a-Row Game Gadget Panel (crawl th		
		(1) 90844 -- Double With Spiral		
		(1) 90868 -- Splitter 6'		
		(1) 91038 -- 4'-0" Transfer System (3D)		
		(1) 91056 -- Ramp Link (3D) 2'-6" & 3'-0"		
		(1) 91057 -- Ramp Link (3D) 3'-6" & 4'-0"		
		(1) 91139 -- Entryway - Barrier		
		(1) 91140 -- High Point Entryway - Barrier		
		(1) 91144 -- High Point Entryway - Guardrail		
		(5) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		
		(1) 91210 -- Climber Entryway - 3D		
		(1) 91268 -- Sprouts Climber		
		(1) 91294 -- 7'6" - 8'0" Whirlwind		
		(1) 91427 -- PS Sensory Wave Transfer (2')		
		(1) 91472 -- 1'6"-2'0" Sensory Wave Ramp Att. II		
		(1) 91523 -- Ripple Pass		
		(1) 91539 -- 3' Roller Slide		
		(1) 91563 -- Flower Spinner Half Panel		
		(1) 91602 -- HDPE Vertical Ladder 3'0"		
		(1) 91621 -- Hi-Line Climbing Link 2' Rise		
		(1) 91667 -- Trillium Climber 4'-0" & 4'-6"		
		(1) 5655RP -- 8' Extension w/Cap		
		(6) 5656RP -- 8' Extension w/out Cap		
		(1) 6058RP -- Altus X2 Tower Spiral Slide		
		(1) 153653 -- 49" Tube Section		
		(1) 153844 -- 90 Deg Elbow Sec 30" Dia		
		(1) 153844 -- 90 Deg Elbow Sec 30" Dia		
		(1) 153844 -- 90 Deg Elbow Sec 30" Dia		
		(1) 153844 -- 90 Deg Elbow Sec 30" Dia		



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McCauley Park Inclusive Playground Project - Revised

Quantity	Part #	Description	Unit Price	Amount
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange		
		(1) 160202 -- 24"St Sec 15 Deg Flange		
		(1) 200172 -- STRAIGHT EXIT 30"DIA		
		(1) 203582 -- Tube Entrance Section		
		(1) 220028 -- FORMED FOOTBUCK 108 3/16" C/O		
		(1) 220120 -- SLIDE GUARD PLATE 37 13/16" C/O		
		(1) 220128 -- FOOTBUCK ASSY 38 1/4" C/O		
		(1) 6058HW -- HDW - ALTUS X2 TOWER SP SL		
		(1) V10792 -- FORMED FOOTBUCK 54 1/4"LG		
		(1) V10792 -- FORMED FOOTBUCK 54 1/4"LG		
		(1) V10794 -- FORMED FOOTBUCK 91 1/4"LG		
		(1) V10794 -- FORMED FOOTBUCK 91 1/4"LG		
		(1) X18007 -- FOOTBUCK SADDLE 15DEG		
		(1) X18009 -- FOOTBUCK SADDLE 30DEG		
		(1) X18020 -- 30 DEG ELBOW W/10*OFFSET		
		(1) X27812 -- FORMED SADDLE 19"LG		
		(1) 6059RP -- Modern Hex Roof		
		(1) 6082RP -- Altus X2 Modern Tower Base		
		(1) 6084RP -- Altus Modern Tower Barrier Panel		
		(1) 6091RP -- Altus tower Steering Wheel Panel (Mode		
		(1) 6106RP -- Altus Tower Modern Overlook		
		(8) G90262 -- 4' Upright, Galv		
		(1) G90266 -- 8' Upright, Galv		
		(1) G90267 -- 9' Upright, Galv		
		(6) G90268 -- 10' Upright, Galv		
		(5) G90269 -- 11' Upright, Galv		
		(10) G90272 -- 14' Upright, Galv		
		(2) G90273 -- 15' Upright, Galv		
		(1) 90260 -- 8' Leaning Wall Climber		
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings)	\$54,525.00	\$54,525.00
		(1) 3942 -- Hourglass 12"2S		
		(1) 3948 -- Pachinko 20" 2S		
		(1) 4669 -- Up & On Silver Sensor Package		
		(1) 16465 -- Slide Transfer (Ada)		
		(3) 36082 -- Free Standing X-Pod Step		
		(1) 80000 -- 49" Sq Punched Steel Deck		



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06/13/2022
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McCauley Park Inclusive Playground Project - Revised

Quantity	Part #	Description	Unit Price	Amount
		(1) 80203 -- Tin Roof Gable		
		(1) 80206 -- Tin Roof Hex		
		(1) 80687 -- Handhold/Kick Plate Pkg		
		(1) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90182 -- Ada Crow'S Nest W/ Thundering		
		(2) 90265 -- 7' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(4) 90270 -- 12' Upright, Alum		
		(1) 90306 -- Climber Archway W/Socket & Barrier		
		(1) 90345 -- 3' & 3'-6" Clover Leaf Climber		
		(1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide		
		(1) 90530 -- 2'/2'-6" Little Foot Slide W/Enclosu		
		(1) 90592 -- Ridge Climber (Single)		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 91377 -- PS S Wave Up & On LNK (3'-3'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91471 -- 1' Sensory Wave Ramp Att. II		
		(1) 91684 -- Modern Tranfer Attachment -PS		
		(2) G90262 -- 4' Upright, Galv		
		(4) G90269 -- 11' Upright, Galv		
		(1) 178749 -- Owner's Kit		
2	3274	GameTime - Sensory Wave Seat	\$1,999.00	\$3,998.00
1	6262	GameTime - Inclusive Whirl - Basic	\$13,999.00	\$13,999.00
1	5916SP	GameTime - GT Wave	\$67,999.00	\$67,999.00
2	12584	GameTime - Ada Primetime Swing Aab, 3 1/2" Od	\$876.00	\$1,752.00
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$876.00	\$876.00
1	12583	GameTime - Ada Primetime Swing Frame, 3 1/2" Od	\$1,416.00	\$1,416.00
1	17247	GameTime - Adaptive Swing Safety Belt	\$155.00	\$155.00
1	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,463.00	\$1,463.00
1	5165	GameTime - Expression Swing w Adaptive Seat 3 1/2	\$2,198.00	\$2,198.00
1	8537	GameTime - Adaptive Swing W/Chain	\$419.00	\$419.00
1	8696	GameTime - Encl Seat 3 1/2"(8696)	\$359.00	\$359.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$288.00	\$1,152.00
1	YA3500	Yalp - Sona Play Arch, includes Funky Floor	\$41,400.00	\$41,400.00
1	YA8556	Yalp - Yalp Sona Carefree Package	\$3,500.00	\$3,500.00



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McCauley Park Inclusive Playground Project - Revised

Quantity	Part #	Description	Unit Price	Amount
2	QRI110	GT-Shade - GTSU121208IG 12X12X8 SQ UMB W/GLD IG	\$3,395.00	\$6,790.00
5	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	\$652.00	\$3,260.00
3	T110	GT-Site - 32 GAL DURACLAD RECEPTACLE SM	\$762.00	\$2,286.00
1	INSTALL	MISC - Installation of Above Equipment	\$160,300.00	\$160,300.00
1	TS-SQ32-04	RCP Shelters - 32' x 32' Steel Square Shelter with 15' Eave	\$57,170.00	\$57,170.00
1	INSTALL	MISC - Installation of Above Shelter and (2) Shades	\$36,800.00	\$36,800.00
1	INSTALL	MISC - Remove & Dispose of Existing Equipment and EWF (Leave On-Site)	\$38,275.00	\$38,275.00
8580	PIP	GT-Impax - Poured-In-Place Surfacing, Various Thickness, 50% Color/50% Black Mix	\$20.32	\$174,345.60
8680	INSTALL	MISC - Provide & Install 4" Compacted Crushed Stone	\$4.45	\$38,626.00
8700	INSTALL	MISC - Sitework/Dirtwork	\$1.67	\$14,529.00
230	INSTALL	MISC - Provide & Install Concrete Sidewalk	\$13.30	\$3,059.00
1	INSTALL	MISC - Provide & Install Concrete Sidewalk Extention Down to Grade	\$10,340.00	\$10,340.00
490	INSTALL	MISC - Provide & Install Concrete Pad under Sona Arch	\$13.30	\$6,517.00
7650	INSTALL	MISC - Site Restoration	\$1.42	\$10,863.00
350	INSTALL	MISC - Provide & Install Drainage	\$25.00	\$8,750.00
1780	INSTALL	MISC - Provide & Install Additional 6' Wide Concrete Sidewalk	\$13.30	\$23,674.00
2	T108I	GT-Site - 6' DURACLAD BENCH W/BACK THERMOCOAT I	\$652.00	\$1,304.00
1	QRI110	GT-Shade - GTSU121208IG 12X12X8 SQ UMB W/GLD IG	\$3,395.00	\$3,395.00
1	LOGO	GT-Impax - Additional PIP Logo	\$3,975.00	\$3,975.00
Contract: OMNIA #2017001134			Sub Total	\$1,018,289.60
			Discount	(\$100,539.22)
			Material Surcharge	\$54,652.67
			Freight	\$25,213.90
			Total	\$997,616.95



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McCauley Park Inclusive Playground Project - Revised

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** **Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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06/13/2022
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160064-01-02

McCauley Park Inclusive Playground Project - Revised

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$997,616.95**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

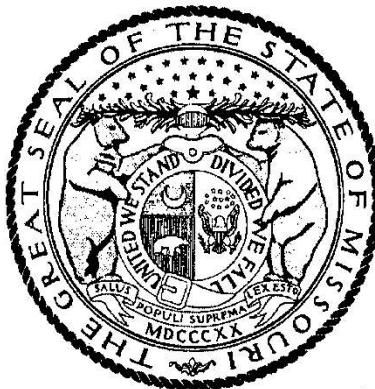
Tel: _____ Fax: _____

E-mail: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 022
CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.25*
Boilermaker	\$22.25*
Bricklayer	\$52.13
Carpenter	\$45.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.16
Plasterer	
Communications Technician	\$22.25*
Electrician (Inside Wireman)	\$45.37
Electrician Outside Lineman	\$22.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.25*
Glazier	\$22.25*
Ironworker	\$63.58
Laborer	\$37.51
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.25*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.54
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.25*
Plumber	\$51.63
Pipe Fitter	
Roofer	\$22.25*
Sheet Metal Worker	\$22.25*
Sprinkler Fitter	\$22.25*
Truck Driver	\$22.25*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$22.25*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$22.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.22
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.56
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$41.03
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



Issue: Fieldhouse Facility Design Contract

Date: July 3, 2022

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

Our community continues to grow and with that parks program participation continues to rise. We have seen over a 57% increase in program participation since 2014. This increase in participation has stretched our community center, ballfields, and gymnasium to their maximum potential. We are reaching the point that our current facilities will no longer be able to provide the space necessary to accommodate the participation number expected for the future without further planning and exploration. The X Center open in March of 2022 when Nixa had a population just over 12,000 people. Fast forward 20 years The X Center has not grown yet the community has grown to over 24,000 people.

Analysis

In order to properly plan for the future growth of our park system to have the ability to accommodate our participation growth and the needs for the community we asked council for funding to design a new fieldhouse type facility that could accommodate the needs and future growth. We have three submittals respond to our RFQ for this project. After careful review and scoring of all proposals Sapp Design was selected for the project.

Recommendation

Staff is recommending Sapp Design Architects for the design of this fieldhouse facility and will be able to provide conceptual renderings and cost estimates for a future facility for our park system. This contract will not exceed \$40,000 for the work to be performed by Sapp Design which is within the budgeted amount.

Thank you for your consideration and I would be happy to answer any questions you may have.

Respectfully,

Matt Crouse
Director, Parks and Recreation

RESOLUTION NO. 2022-074

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SAPP DESIGN ASSOCIATES ARCHITECTS FOR DESIGN SERVICES FOR A MUNICIPAL FIELDHOUSE FACILITY.

WHEREAS City staff have solicited proposals for design services for a municipal fieldhouse facility; and

WHEREAS at the conclusion of the solicitation process City staff determined that Sapp Design Associates Architects submitted the best overall proposal; and

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

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

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with Sapp Design Associates Architects. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator 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 Resolution.

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

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

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

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-074

47

48 APPROVED AS TO FORM:

49

50

51 _____
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.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> ADDENDUM NO. __		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Matt Crouse Dept: Parks Email: mcrouse@nixa.com		Name: Sapp Design Associates Architects Address: 3750 S Fremont Springfield MO 65804 Phone: 417-877-9600 Attn: Benjamin Sapp Email: bsapp@sdaarchitects.com

CONTRACT FOR PROFESSIONAL DESIGN SERVICES

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

WHEREAS the City, after conducting a Request for Qualification solicitation process, referenced as RFQ-039-2022/Parks desires to engage Contractor to perform certain services; and

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

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

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

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are 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.
2. **Addition to Services.** The City may add to the Contractor's services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.
3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties

shall cooperate with each other in every possible way in the carrying out of the Services.

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

5. Term. This Contract shall terminate on October 31, 2022.

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

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

7. Payment.

a. Conditioned on acceptable performance. 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 (this should be in the form of a fee schedule of some kind), which shall constitute full and complete compensation for the Contractor's work provided. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the 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.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$40,000.00**.

8. Termination.

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

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

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

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

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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. 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.

e. 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.

f. 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.

16. 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.

17. 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.

18. 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.

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

- a. This Contract
- b. Scope of Work-Exhibit A
- c. Fee Schedule-Exhibit B

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.

20. 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.

21. 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.

22. 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 to 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 Contractor's records pertaining to the Services for a period of three (3) years after final payment.

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.

26. 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.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for 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.

(The rest of the page is 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

Michael Sapp

Michael Sapp

Printed Name

President

Title

Date: 7/7/2022

ATTEST:

Stephen J. Telscher

STEPHEN J. TELSCHER

Printed Name

Sr. PM - 7-7-2022

Title



TERMS AND FEE CHART

Sapp Design Associates Architects (The Firm) shall perform the professional services outlined in the agreement and the attached outline of the Project Scope of Work for the stated fee arrangement. The Firm will perform the services in a timely manner with due and reasonable diligence consistent with sound professional practices. The Firm will perform services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Scope of Work: The owner has defined a scope of work through the issuance of a Request for Qualifications, RFQ-039-2022/Parks (Design Services- New Parks & Recreation Facility).

Fee: A Not-To-Exceed fee of \$40,000.00, Forty Thousand dollars and no cents, will be calculated on an hourly basis and will not be exceeded without prior written approval of the Client.

Hourly Rates: Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

Hourly Rate Structure, Fiscal Year 2022 (rates subject to adjustments on Annual Basis)

Project Administrator	\$275.00 per hour
Senior Project Manager	\$230.00 per hour
Director of Interior Design	\$210.00 per hour
Junior Project Manager	\$200.00 per hour
Project Architect	\$185.00 per hour
Architect/ Designer III	\$170.00 per hour
Architect/ Designer II	\$160.00 per hour
Architect/ Designer I	\$130.00 per hour
Senior Cadd Technician	\$170.00 per hour
Cadd Technician	\$120.00 per hour
Marketing/ Communications Dir.	\$120.00 per hour
Business Manager	\$105.00 per hour
Administrative Assistant	\$ 80.00 per hour
Clerical Support	\$ 65.00 per hour
Architectural Student	\$ 65.00 per hour
Interior Design Student	\$ 65.00 per hour

Reimbursable Expenses: The Client shall reimburse the Firm for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, long distance communication, and other miscellaneous expenses. Expenses will be billed at a multiple of 1.2 times the direct cost to the firm to cover administrative and coordination costs.

Billing/Payments: Statements for the Firm's services shall be submitted monthly. Statements shall be due upon receipt and payable within 30 calendar days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 calendar days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Firm shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project.

Late Payments: Accounts unpaid 45 calendar days after the statement date shall be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate) or legal prevailing rate. In the event any portion or all an account remains unpaid 90 calendar days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

PROJECT SCOPE OF WORK

Project description:

Design a facility between 70,000 to 85,000 sq. ft. Facility should be designed with the following amenities to be included:

- A minimum of 4 regulation basketball, 8 regulation volleyball courts with spectator space.
- A minimum of 15,000 sq. ft. indoor athletic turf facility with spectator space.
- 10,000 sq. ft. fitness facility
- Concession Stand (1)
- Bathroom facilities
- Office Space
- Storage Space
- Party/Meeting Room (1)
- Parking with a minimum of 400 spaces

Scope of Work:

- Conceptual Designs of the facility layout outside and inside per project description
- Proposed facility footprint with ideal acreage necessary to accommodate facility. (Current land for this facility is undetermined)
- Proposed budget for facility construction, parking, etc. as described in project description. Includes the infill of the facility as a turnkey project. (The City of Nixa recognizes that without a proposed parcel of land, a complete budget for excavation, infrastructure, etc. cannot be proposed. For this project assuming the land is relatively flat and ideal for construction the city is looking for the proposed budget for facility construction and parking).



Issue: Eoff Family Century Farm Park- North Parcel Design

Date: July 6, 2022

Submitted By: Matt Crouse, Director of Parks and Recreation

Background

During the 2022 budget planning process the parks department requested funding for the hiring of a firm to design the north parcel of the Eoff Family Century Farm Park. The design of the north parcel of the Eoff Family Century Farm Park will allow the department to establish the overall layout, amenities to be offered, provide cost estimates, and renderings for the park. This will give our community a better idea of what the park will become once developed. The south parcel will not be a part of the design; however, we will look at that property in some detail to ensure we align parking and access to ensure the two spaces align as both are developed.

Analysis

This RFQ received two responses for consideration. After scoring the responses SWT Design scored the highest out of those responses. SWT Design has done work for the park department as they completed the park master plan and will have a firm understanding as to our city, parks, and direction as a part of that project they will be able to bring forward to this project.

Recommendation

Staff is recommending the acceptance of this contract to begin working with SWT Design to design the north parcel of the Eoff Family Century Farm Park. This contract has a not to exceed clause of \$70,000 which is within the budget for this project.

Thank you for your consideration and I would be happy to answer any questions you may have.

Respectfully,

Matt Crouse
Director, Parks and Recreation

RESOLUTION NO. 2022-075

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SWT DESIGN FOR DESIGN SERVICES RELATED TO THE EOFF FAMILY CENTURY FARM PARK.

WHEREAS City staff have solicited proposals for design services related to the Eoff Family Century Farm Park; and

WHEREAS at the conclusion of the solicitation process City staff determined that SWT Design submitted the best overall proposal; and

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

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

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with SWT Design. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator 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 Resolution.

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

ADOPTED BY THE COUNCIL THIS 11th DAY OF JULY, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

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

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. 2022-075

47

48 APPROVED AS TO FORM:

49

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51 _____
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.

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT () ADDENDUM NO. ____		
CITY		CONTRACTOR
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Attn: Matt Crouse Dept: Parks Email: mcrouse@nixa.com		Name: SWT Design Address: 7722 Big Bend Blvd. St. Louis, MO 63119 Phone: 314-644-5700 Attn: Jay Wohlschlaeger Email: jayw@swtdesign.com

CONTRACT FOR PROFESSIONAL CONSULTING AND DESIGN SERVICES

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

WHEREAS the City, after conducting a Request for Qualifications solicitation process, referenced as RFQ-023-2022/Parks desires to engage Contractor to perform certain services; and

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

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

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

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of Contractor's profession in performing similar services. The Services are 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.

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

3. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties

shall cooperate with each other in every possible way in the carrying out of the Services.

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

5. Term. This Contract shall terminate upon completion of the Eoff Family Century Farm Park-North parcel design project.

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

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

7. Payment.

a. Conditioned on acceptable performance. 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. No partial payment to the Contractor shall operate as approval of acceptance of work done. Such compensation shall be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the 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.

b. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$70,000.00**

8. Termination.

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

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

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

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

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 and no/100 Dollars (\$3,000,000.00) 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 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.

16. 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.

17. 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.

18. 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.

19. 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- Fee Schedule

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.

20. 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.

21. 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.

22. 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 to 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 Contractor's records pertaining to the Services for a period of three (3) years after final payment.

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.

26. 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.

27. Affidavit for Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for 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.

(The rest of the page is 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:

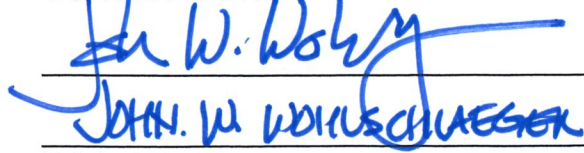
Nick Woodman, City Attorney

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



JOHN. W. WOLSCHUEGGER


Printed Name

PARTNER EWT DESIGN

Title

Date: July 6, 2022

ATTEST:



TED H. SPAID

Printed Name

PARTNER EWT DESIGN

Title

SCOPE OF WORK

Below is a proposed project scope from the SWT Design Team for completing the Eoff Family Century Farm Park North Design Services as defined in the Request for Qualifications. This scope of work includes anticipated meetings and engagement events.

OVERVIEW

The scope of work identified below outlines work to be performed by SWT Team. Extents of work will include programming/conceptual design and connectivity for both north and south park properties. Full master planning, design documents, bidding, and construction phase services will focus on the 52-acre north parcel.

We propose separating the scope of work into two tasks:

- The first task will focus on the development of a refined master plan for the north parcel. The deliverables for the north parcel will include a rendered graphic plan, concept images, costing, and priorities/budgets for phased implementation.
- The second task will focus on the design documents, permitting, bidding, and construction phase services for a selected implementation phase(s) of the master plan.

Services to be performed by SWT Team in each task include:

TASK I – NORTH PROPERTY MASTER PLANNING

PHASE 1: SITE ANALYSIS AND PROGRAM CONFIRMATION (EIGHT WEEKS)

Phase 1 will focus on developing a working understanding of the site and factors that may impact the final design, approval, and/or implementation of the park master plan, and confirming the program for the north property development. This phase will establish the foundation for the master plan process, working understanding of the entire +/-105-acre park properties, and initiate engagement with the core Parks and Recreation Department planning team, hereinafter referred to as Client.

Key meetings in this phase include project kick-off workshop and site walk, Client Meetings 01 and 02, and utility/agency introductions.

A. Project Kick-Off Workshop (Client Meeting 01)

- A1 - Kickoff Meeting discussion items to include:
 - Introduction of team members from SWT Team and City of Nixa.
 - Identify decision making process and team member roles and responsibilities.
 - Review of Client expectations for the final master plan deliverables and what deliverables will be of the most value to the Client.
 - Discussion of goals for the identity of this park and desired amenities.
 - Discussion of surrounding context, conditions, and plans that could impact the park.
 - Discussion of budget expectations for development of the park.
 - Confirm Community Engagement plan with Client.
 - Coordinate client provided base information and documentation.
 - Establish project schedule with key meetings and milestones.

- A2 - Property Walk to include:
 - Inventory and evaluation of existing property conditions.
 - Tour existing house and barn to evaluate existing condition.
 - Review items discussed in kickoff meeting.
 - Discuss physical site opportunities and challenges.
 - Review connectivity between north and south parcels.

B. Base Mapping (alternative to site topo and boundary survey) – North and South

- SWT Team, with assistance from City of Nixa, will prepare a primary base map to be used as a foundation of all inventory and analysis mapping and design graphics in future phases of this master plan process. This map will be prepared based on the following documentation:
 - Available aerial photography
 - Available USGS contours (or other source)
 - Surrounding property information
 - Roadway and right-of-way mapping
- SWT Team will share a preliminary version of the base map with Client to confirm extents and graphic representation is sufficient for use in this master planning effort.

C. Desktop Infrastructure and Access Assessment – North and South

- SWT Team will research existing infrastructure (on-site and off-site) to identify the extent of services and impact on future park development. These elements are anticipated to include:
 - Electrical services and easements / Existing overhead powerlines and easement.
 - Water service and easements.
 - Storm and Sanitary Sewer service and easements.
 - Natural Gas service and easements.
 - General easements and development restrictions.
 - Off-site factors and impacts on park property.
- SWT Team will prepare a preliminary/desktop traffic study of Highway AA relevant to site access for the north and south properties. (Full traffic study not in this scope of work)
- SWT Team will initiate review agency engagement and preliminary discussions to identify points of contact, critical path efforts, and anticipated timelines.

D. Environmental Assessment – North

- SWT Team will evaluate existing conditions and potential impact of development on these conditions. Areas of review include, but are not limited to:
 - Slope / Drainage
 - Vegetation / Tree Canopy
 - Soils (from USDA/USGS Soils Mapping)
 - James River – bank conditions and water quality (water quality testing not in scope)
- If further studies are determined necessary, they will be performed as a component of design implementation or as an additional service to this scoped of work.

E. Architectural Structures Assessment – North

- SWT Team will document existing conditions of farmhouse and barn
- SWT Team will evaluate conditions and feasibility for redevelopment
 - Visual Structural Conditions Assessment (no structural engineer review)
 - ADA accessibility assessment

- SWT Team to prepare assessment findings summarizing existing conditions and anticipated requirements to renovate and repurpose the structures.

F. Analysis and Opportunities Documentation – North (includes South utilities and roadway access)

- SWT will prepare a series of inventory and analysis diagrams conveying findings from previous tasks and assessment of natural and built conditions of the park properties and surrounding context. These diagrams will begin to identify opportunities and constraints for development. The diagrams may include, but are subject to change:
 - Existing topography and site drainage (site and adjacent)
 - Environmental Review
 - Vegetation Cover
 - Floodplain
 - Soils (from USDA/USGS Soils Mapping)
 - Utilities (existing on-site and off-site connections)
 - Traffic and Access
 - Existing Trails Plan

G. Park Program Assessment – North

- SWT Team will create preliminary program diagram for the park based on findings from the 2021 Parks Master Plan, Kickoff Workshop discussion, and findings from previous tasks. Program will focus on:
 - Amenities – active and passive
 - Infrastructure – utilities, circulation, site access, etc.
 - Identity / visitor experience
 - Landscape and James River engagement (visual and/or physical)
 - Options for reuse of existing home and barn

H. Park Site Analysis Review and Program Confirmation (Client Meeting 02 - *Virtua*)

- Following development of the preliminary program diagram, SWT Team will meet with Client to review and discuss the site analysis and park programming. Discussion will include:
 - Presentation of site and analysis findings
 - Presentation of the existing building assessments
 - Discussion of opportunities and constraints
 - Identification of key factors for further exploration and consideration
 - 2021 Master Plan and Kickoff Meeting input
 - Review of preliminary program package
 - Identification of priority program items for the park
 - Discuss identity and character for the park

I. Site Analysis and Program Summary Document

- Following Client Meeting 02 SWT will prepare a summary package for submittal to the Client. This package will include documents and meeting notes created in this phase of the master plan process. Following review by Client this summary document will serve as a foundation for Phase 2 scope of work.
- Summary document is anticipated to include:
 - Kickoff Meeting and Site Walk Notes
 - Base Map/Survey (north only)

- Architectural assessment Reports – House and Barn
- Analysis and Opportunities Diagrams
- Park Program Summary
- Client Meeting 02 Meeting Notes

Meetings of Phase 1:

- Six (6) meetings (*one in-person and five virtual*):
 - Kick-off meeting and Site Walk: Client Meeting 01 (1 total)
 - Client Meeting 02 - Virtual (1 total)
 - Bi-weekly Coordination Meetings: Virtual (4 total)

PHASE 2: MASTER PLAN DEVELOPMENT (10-12 WEEKS)

This final phase of the master plan process includes development of concept designs, design consensus, final master plan, and a clear plan for implementation.

This phase is divided into three stages. Each stage includes a focused deliverable that advances a refined final master plan vision. These stages include: Concept Alternatives (A-C), Preferred Design (D-G), and Final Master Plan (H-K).

Key meetings include Community Input Meetings 01- 02, Client Meetings 03-05, and a City Council Presentation.

A. Design Alternatives - North

- SWT Team will prepare up to three (3) design alternatives for the development of the north property with future entry alignments to the south property. These alternatives will include program amenities identified in Phase 1 of the planning process and each alternative will consider variations on visitor experience, identity, and potential uses for the house and/or barn.
- Design alternatives will be developed as bubble diagrams that reflect the size, location, and relationship of the program element to the site and one another. Concept images will be included with the design alternatives to convey the aesthetic or visitor experiences create by program items and the overall park design.

B. Client Meeting 03 – Schematic Design Alternatives Workshop

- SWT Team will meet with Client and present the schematic design alternatives.
- Client and SWT Team will evaluate schematics design alternatives to identify preferred components of one or multiple concepts. Consolidation of the concept(s) will be discussed, and one concept will be refined to present to the community for input.

C. Community Input Meeting 01 – Schematic Design Review

- This community engagement meeting will be a formal presentation. Anticipated agenda for this workshop includes:
 - Update on the planning process schedule and goals for this workshop.
 - Review the evaluation criteria identified with the Client.
- SWT Team will present the Client preferred alternative (Task 2B) and obtain community input on this single design.
- Schematic Design plan overview and Workshop feedback summary will be integrated into an online survey for expanded input by the community unable to attend workshop meeting.

D. Preferred Concept Consolidation - North

- Following a period for online community input, SWT Team will meet with Client to confirm revisions and consolidation of a final alternative based on input from Task 2B and 2C for the overall park property.
- SWT Team will make the agreed upon revisions for a preferred concept plan and submit to Client with narrative summary as a vision for the full park development.

E. Final Master Plan Concept – North

- SWT Team will prepare a more detailed master plan design for the north property based on the agreed upon the consolidated concept. This plan will include representative graphics for overall park elements including, but not limited to:
 - Amenities – active and passive
 - Park Entries, Roadways, and Parking
 - Walks, Trails, and Pedestrian Park Access
 - Roadway and Trail alignments connecting the North and South properties
 - Landscape Enhancements
 - Shelters, Restrooms, and additional park facilities
 - Footprints for reuse of existing home and barn

F. Order-of-Magnitude Cost Opinion

- SWT Team will prepare an order-of-magnitude cost opinion for the Final Master Plan Concept to schematic level anticipated construction costs for the north property.
- SWT Team will identify operational and maintenance considerations with program amenities.

G. Client Meeting 04 – Final Master Plan Concept Review (*Virtual*)

- SWT Team will present the master plan concept and order of magnitude cost opinion to the Client for review and confirmation. Revisions will be made, and this approved design will become the basis for agency coordination and final design coordination.

H. Implementation Action Plan

- Based on Client Meeting 05, the SWT Team will develop an Action Plan for implementation of the north property master plan. This Action Plan will include:
 - Implementation priorities
 - Proposed phasing and budgets
 - Responsibilities and partners
 - Priority items for design phase

I. Client Meeting 05– Action Plan Confirmation (*in person earlier in day of City Council Presentation*)

- SWT Team will meet with Client to review the overall master plan package including the graphic plan and action plan.
- Confirm with Client priorities for implementation, phasing, and budgeting with a focus on a Phase One implementation scope and budget.
- SWT Team will revise documents as agreed to with Client.

J. Community Input Meeting 02 / City Council Presentation

- SWT Team will present the final plan to the Nixa City Council. This presentation will include:
 - Master Plan Process
 - Final Master Plan Graphic
 - Final Cost Opinion
 - Final Action Plan with Recommended Phase One Implementation

K. Final Master Plan Document and Deliverable

- SWT Team will update document as agreed upon with Client following City Council presentation.
- SWT will prepare final master plan document consisting of:
 - Final master plan graphic
 - Inspiration images to support plan graphic
 - Narrative overview of plan and amenities
 - Master plan cost opinion
 - Action Plan – phasing/budgets, priorities, responsibilities, and timeline
 - Phase One Implementation Scope of Work
 - Appendix with previous phases deliverable documents
- SWT will provide one digital copy and one (1) bound hardcopy to City of Nixa Parks and Recreation Department as final project deliverable.

Meetings of Phase 2:

- Twelve (11) meetings (**four in-person* and seven virtual**):
 - Community Input Meetings – 01 and 02 (02 in combination with City Council)*
 - Client Meetings – 03, 04, and 05 (three total – two in-person and one virtual)*
 - City Council Presentation (one total)*
 - Bi-weekly Coordination Meetings - Virtual (five total)
- * Community Input Meeting 02 and City Council Presentation are same meeting. Client Meeting 05 is anticipated to be in-person the afternoon this same day.*

TASK II – PHASE ONE IMPLEMENTATION DESIGN SERVICES

Task II scope and fee will be determined based on the final master plan design and identified implementation elements and budget. Below are the anticipated tasks that will create this scope of work.

Phase 1 – Further Natural Resource Services / Phase One Environmental Assessment

Phase 2 – Geotechnical Services

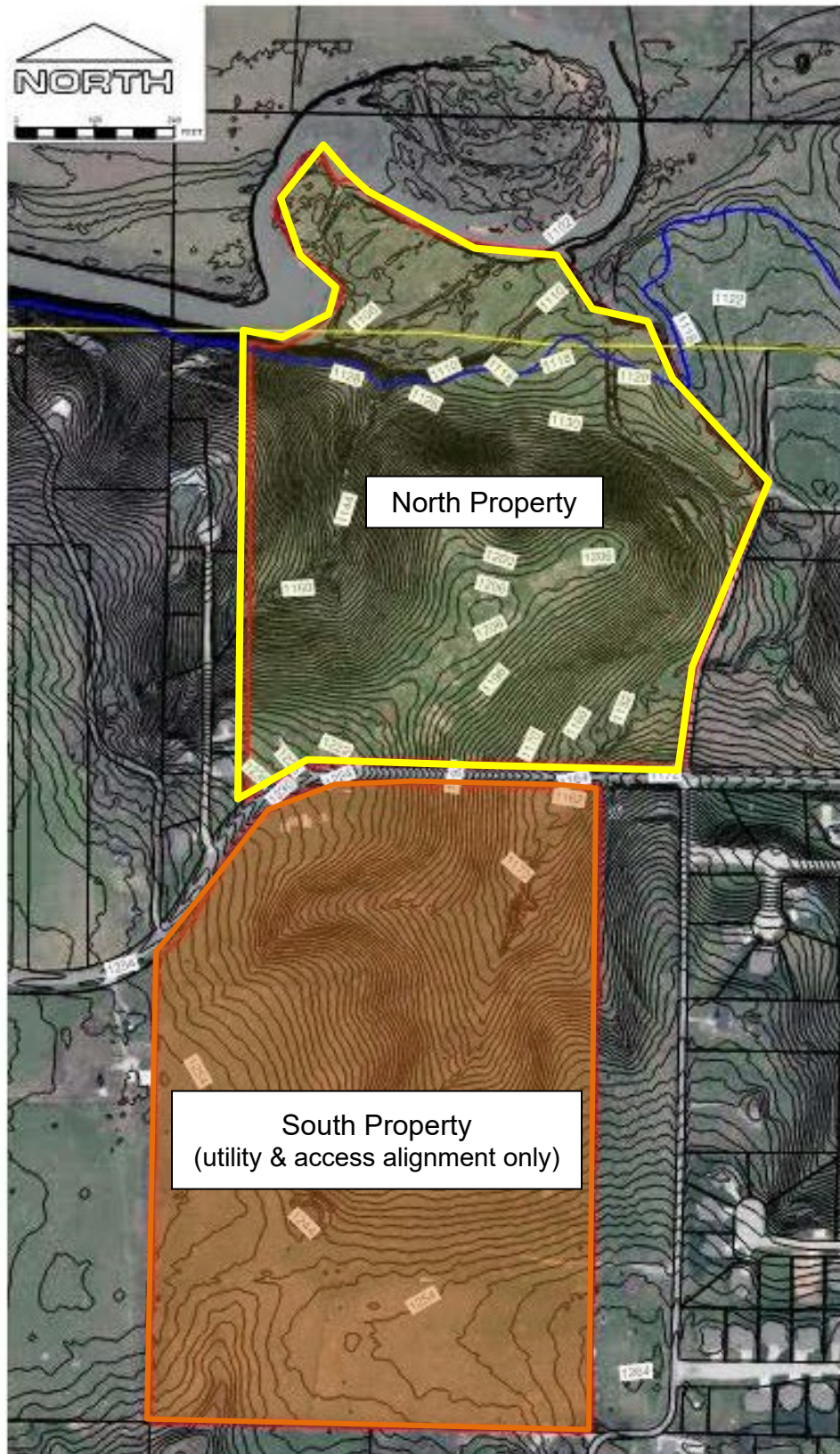
Phase 3 – Schematic Design

Phase 4 – Design Development

Phase 5 – Construction Documents

Phase 6 – Bidding and Construction Related Services

PROJECT AREA



COMPENSATION

3.1 COMPENSATION: SCOPE OF WORK

3.1.1 Compensation for SWT's services performed as outlined in Attachment "A" Scope of Work will be on a lump-sum basis totaling \$69,750.00. The project will be billed out as a percentage of completion per phase as follows:

Task I – Master Planning

- | | |
|---|-------------|
| • Phase 1: Site Analysis and Program Confirmation | \$24,415.00 |
| • Phase 2: Master Plan Development | \$45,335.00 |

Task II – Phase One Implementation Design Services

TBD

3.1.2 Reimbursable Expenses are expenditures as made by SWT, its employees, and consultants in the interest of the Project. Reimbursable Expenses include, but are not limited to the following:

- Travel expenses (local and long distance) in connection with the Project; living expenses in connection with out-of-town travel; Personal car mileage will be billed at the prevailing rate established by the IRS.
- Costs of reproductions, postage and handling of documents, messenger and overnight delivery services;
- Overtime-related employee expenses (If authorized in advance by the Client)
- Costs of renderings, photographs, models, and mock-ups requested by the Client;
- Expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client;
- Services of professional consultants which cannot be quantified at the time of contracting; and
- Fees paid for securing approval or permitting from authorities having jurisdiction over the Project and production and delivery of any documentation requested by the authorities.
- All taxes levied on professional services and on reimbursable expenses.
- Other, similar direct Project-related expenditures.

Reimbursable expenses shall not exceed \$2,250.00 without mutual agreement between the Client and SWT.

3.2 COMPENSATION: ADDITIONAL SERVICES

Services not included in Attachment "A" Scope of Work will be billed on an hourly basis at the following rates:

SWT Design Rates		CMT Rates		IDeA Rates	
Partner	\$190.00	Project Manager	\$180.00	Principal Architect / Designer	\$150.00
Sr. Associate I	\$150.00	Sr. Structural Engineer II	\$175.00	Project Architect/ Manager	\$120.00
Sr. Associate I	\$150.00	Sr. Technician II	\$145.00	Intern Architect	\$100.00
Sr. Associate II	\$135.00	Aerial Mapping Specialist	\$135.00	CAD Tech	\$ 90.00
Associate	\$110.00	Sr. Engineer I	\$145.00	Administrative	\$ 50.00
Designer	\$ 95.00	Land Surveyor	\$145.00		
Staff I	\$ 85.00	Technical Manager II	\$120.00		
Staff II	\$ 80.00	Environmental Scientist III	\$120.00		
Staff III	\$ 65.00	Sr. Technician I	\$115.00		
Administrative	\$ 70.00	Engineer I	\$125.00		
		Environmental Scientist I	\$125.00		
		Technician I	\$ 90.00		

Note: These hourly rates are 2022 rates and may be subject to change with notification of Client.

3.3 SUPPLEMENTAL SERVICES

Any Supplemental Services not included in Section 3.3 Scope of Work may be provided after execution of this Agreement, without invalidating the Agreement. Any Supplemental Services provided in accordance with this Section shall entitle SWT to compensation and an appropriate adjustment to the schedule.

Below is a general list, not all inclusive, of Supplemental Services NOT included within this Scope of Work:

- Design Services beyond Master Planning
- Water Quality Testing
- 3-Dimensional Models
- Photo-realistic Perspective Renderings
- Market/Economic Analysis
- Traffic Studies
- Soils/Geotechnical investigation
- Cultural/Natural Resource Studies
- Structural engineering analysis / design
- Detailed Cost Estimating & Analysis
- Permits / Agency Coordination
- Meetings other than those identified