



Issue: **A RESOLUTION OF THE NIXA CITY COUNCIL ACCEPTING A PERFORMANCE SECURITY FROM A SUCCESSOR DEVELOPER OF THE AUBURN HEIGHTS SUBDIVISION FOR CERTAIN SIDEWALK IMPROVEMENTS**

Date: September 13, 2021

Submitted By: Garrett Tyson, Director of Planning and Development

Background

The Auburn Heights subdivision is a mixed-use major subdivision in the City of Nixa, Missouri containing 14 lots in the General Commercial (GC) and R-1 Single-Family zoning districts.

The preliminary plat of the Auburn Heights subdivision was approved in January 2020 and a financial security for the value of all planned public improvements was provided for in the form of an irrevocable letter of credit (ILOC) to allow for the filing of the final plat according to the provisions of Section 115-76 of the Nixa City Code. The final plat of the Auburn Heights subdivision was recorded in June 2020. Section 115-76 allows for the developer to complete the required public improvements within one year of the filing of the ILOC or else the City will utilize the secured funds to complete it.

An extension of the timeframe to complete the public improvements for this subdivision was authorized by the City Council in April 2021. The developer is nearly complete with the required public improvements and has until November 2021 to do so. The 12 single-family residential lots have been sold to a homebuilder who intends to commence construction on all 12 lots immediately. Six single-family residential building permits have already been issued to this homebuilder.

In an effort to avoid wasting nearly \$10,000 of materials and labor on sidewalk that will subsequently be damaged and replaced by the homebuilder, an ILOC has been submitted to the City by the homebuilder as a "successor developer" so that the original developer may be released from the obligation of constructing the sidewalks before the upcoming November deadline.

Analysis

Section 115-80 of the Nixa City Code authorizes the transfer of responsibility for public improvements from one developer to a successor developer upon the acceptance of a financial security of those public improvements.

Presently, the original developer of the Auburn Heights subdivision is required to construct sidewalks within the next several weeks before being released from their obligations to the City. However, in this case, there is good reason to believe that this sidewalk will almost immediately be destroyed by the homebuilder in the process of building the homes and then subsequently replaced



within months. Because we are aware of the high probability of this wasteful outcome, City staff is motivated to find ways to avoid it.

Allowing the original developer to transfer the responsibility for the sidewalks to the homebuilder and accepting an ILOC for the full value of those sidewalks will avoid the waste of the sidewalks. The homebuilder has already submitted an ILOC for the full value of the sidewalks and this resolution will authorize the acceptance of the security and the transfer of the responsibility for the sidewalks. The original developer will remain responsible for all remaining public improvements and the City is still holding a security for that work.

Recommendation

Staff recommends the approval of this resolution.

RESOLUTION NO. 2021-092

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA DESIGNATING
LINVILLE CONSTRUCTION, LLC, AS THE SUCCESSOR DEVELOPER
PURSUANT TO SECTION 115-80 OF THE NIXA CITY CODE FOR CERTAIN
IMPROVEMENTS RELATED TO THE AUBURN HEIGHTS SUBDIVISION.**

WHEREAS City Council, by the passage of Resolution No. 2020-011 on January 13, 2020, approved the Preliminary Plat for the Auburn Heights Subdivision; and

WHEREAS section 115-76 of the Nixa City Code allows for the approval of a final plat, before the installation of required public improvements, provided that the developer furnishes sufficient security; and

WHEREAS a final plat for the Auburn Heights Subdivision was recorded on June 5, 2020; and

WHEREAS the City Council previously granted an extension of the timeframe to complete the public improvements for the subdivision by the passage of Resolution No. 2021-043 on April 26, 2021; and

WHEREAS to avoid wasting nearly \$10,000 of materials and labor on the required sidewalk improvements due to the anticipated construction activities of the homebuilder, an irrevocable letter of credit has been provided by a homebuilder along with a request to be designated the successor developer of the sidewalk improvements; and

WHEREAS pursuant to Section 115-80, the City Council is authorized to designate "successor developers" for certain public improvements when title to the parcels in a subdivision has been transferred from the original developer; and

WHEREAS the Council desires to accept the irrevocable letter of credit provided by the homebuilder and desires to designate said homebuilder as the "successor developer" for purposes of the sidewalk improvements requires as part of the Auburn Heights Subdivision.

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

SECTION 1: The City Council, pursuant to Section 115-80 of the Nixa City Code, hereby transfers the responsibility of completing the sidewalk improvements required as part of the Auburn Heights Subdivision, said improvements being shown on the preliminary plat of said subdivision, approved by Resolution No. 2020-011, and on the final plat for said subdivision which was recorded with the Christian County Recorder of Deeds on or about June 5, 2020, to Linville Construction, LLC, who shall hereafter be considered the successor developer for said improvements.

RESOLUTION NO. 2021-092

SECTION 2: Additionally, City Council accepts the irrevocable letter of credit submitted by said successor developer for said improvements. Said irrevocable letter of credit is attached hereto as "Resolution Exhibit A," and is hereby incorporated herein by this reference. Pursuant to section 115-76 of the Nixa City Code, the Council hereby extends the extends the deadline for completion of said sidewalk improvements to September 1, 2022.

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 OF THE CITY OF NIXA THIS 13TH DAY OF SEPTEMBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ORIGINAL



IRREVOCABLE LETTER OF CREDIT

Borrower: LINVILLE CONSTRUCTION LLC
PO BOX 1635
NIXA, MO 65714

Lender: OakStar Bank
NIXA LPO
1020 E Battlefield
Springfield, MO 65807

Beneficiary: CITY OF NIXA
715 W MT VERNON, PO BOX 395
NIXA, MO 65714

NO.: 9021930

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 09-01-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Nine Thousand Seven Hundred Seventy-nine & 00/100 Dollars (\$9,779.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER OakStar Bank IRREVOCABLE LETTER OF CREDIT NO. 9021930 DATED 09-01-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Missouri.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 9021930

IRREVOCABLE LETTER OF CREDIT
(Continued)

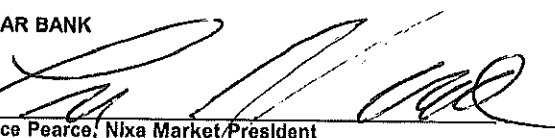
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Dated: September 1, 2021

LENDER:

OAKSTAR BANK

By:


Lance Pearce, Nixa Market/President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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PROPOSAL AND CONTRACT



A CRH COMPANY

APAC-CENTRAL, INC.

P.O. BOX 1187
SPRINGFIELD, MO 65801
PHONE: (417) 868-6700
FAX: (417) 868-6785

SUBMITTED TO: BT & TD INVESTMENTS
ATTEN: BILLY

DATE: 01/11/2021
JOB: AUBURN HEIGHTS
SUBDIVISION

PHONE:
FAX:

PROPOSAL #: 278649
ADDENDUM #:
ESTIMATOR: DARRIN BEESON
CELL PHONE: (417) 207-0934
EMAIL: darrin.beeson@apac.com

Item	Description	Quantity	Unit	Unit Price	Total
10	6/4/2 STREET PAVING	1.000	LS	\$52,875.00	\$52,875.00
ABOVE PRICING INCLUDES FINE GRADE, 6" BASE ROCK, 4" BITUMINOUS BASE ASPHALT, TACK COAT AND 2" SURFACE ASPHALT.					
20	30" CURB & GUTTER	1.000	LS	\$20,150.00	\$20,150.00
ABOVE PRICING INCLUDES 6" BASE ROCK AND 2'-6" NON-REINFORCED CONCRETE CURB & GUTTER.					
30	5' SIDEWALK	1.000	SF	\$8,890.00	\$8,890.00
ABOVE PRICING INCLUDES 2" BASE ROCK UNDER SIDEWALK AND 5' WIDE 4" THICK NON-REINFORCED SIDEWALK WITH (3) HANDICAP RAMPS.					
Total					\$81,915.00

Thank you for your business!

THE REQUIRED GRADE STAKING FOR THE ABOVE WORK TO BE FURNISHED BY OTHERS.

PROPOSED SCOPE OF WORK AND LIMITS PER ATTACHED PLAN SHEET.

THIS PROPOSAL INCLUDES PRICING THAT IS BASED ON 1 MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT \$3,000.00 EACH.

ITEMS NOT INCLUDED- REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STAKING, BOND, STRIPING, SIGNS, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, DUST CONTROL & SUPPRESSION, SEEDING, EROSION CONTROL, HERBICIDE, PEDESTRIAN SEGREGATION, PREVAILING WAGES AND ANYTHING NOT SPECIFICALLY STATED ABOVE.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER JUNE 2021. THE PRICES IN THIS QUOTE ARE BASED ON CERTAIN UNIT COSTS FOR FUEL, LIQUID ASPHALT, AGGREGATES AND CEMENT CHARGED TO APAC. THE AMOUNT DUE TO APAC SHALL BE EQUITABLY ADJUSTED TO REFLECT ANY INCREASES IN THE UNIT COSTS THAT APAC IS CHARGED FOR THESE MATERIALS. INCREASES IN FUEL, LIQUID ASPHALT, AGGREGATES, AND CEMENT WILL BE CALCULATED ON A MONTHLY BASIS BASED ON THE AVERAGE OF THE AMOUNTS CHARGED TO APAC DURING THAT MONTH. FOR LIQUID ASPHALT, AGGREGATES AND CEMENT, THE NUMBER SHALL BE BASED ON THE ACTUAL QUANTITY OF MATERIAL USED FOR THE WORK THAT MONTH, BUT THE QUANTITY OF FUEL IN GALLONS IS ESTIMATED TO BE 2.6 TIMES THE TONS OF ASPHALT APAC LAID ON THE PROJECT THAT MONTH. ALL PRICING IS SUBJECT TO A FUEL SURCHARGE.

BOND IS NOT INCLUDED IN THE ABOVE PRICES. IF BOND IS REQUIRED PLEASE CALL FOR A PRICE. OWNER PROTECTIVE INSURANCE IS NOT INCLUDED. IF REQUIRED PLEASE ADD \$3,000.00 TO THE ABOVE PRICES.

APAC RESERVES THE UNILATERAL RIGHT TO REFUSE TO CONDUCT ASPHALT PAVING IF THE OUTSIDE TEMPERATURE IS BELOW 50°F OR IF, IN APAC'S SOLE DISCRETION, WEATHER CONDITIONS ARE NOT SUITABLE FOR ASPHALT PAVING. IF OWNER/PRIME CONTRACTOR REQUESTS APAC TO PERFORM ASPHALT PAVING AFTER RECEIVING NOTICE OF AN UNSUITABLE TEMPERATURE AND/OR UNSUITABLE WEATHER CONDITIONS, THEN OWNER/PRIME CONTRACTOR HEREBY AGREES TO RELEASE APAC FROM ANY AND ALL LIABILITY AND/OR COSTS OR DAMAGES CAUSED BY OR RESULTING FROM SUCH ASPHALT PAVING.

APAC WILL NOT BE RESPONSIBLE FOR POTENTIAL ALTERATIONS IN STORM WATER RUNOFF AS A RESULT OF THE ASPHALT PAVING OR OVERLAY UNLESS SPECIFICALLY STATED IN THIS CONTRACT. THE OWNER/ CONTRACTOR IS ADVISED TO SEEK RECOMMENDATIONS FROM A STORM WATER EXPERT PRIOR TO CONSTRUCTION.

CONSTRUCTION OF THE PAVING PROJECT WILL REQUIRE THE USE OF LOADED TRUCKS AND HEAVY EQUIPMENT. APAC DOES NOT ASSUME RESPONSIBILITY FOR ANY STRUCTURAL DAMAGE DONE TO EXISTING CONDITIONS FROM THE WEIGHT OF THE TRUCKS AND EQUIPMENT USED TO CONSTRUCT THE PROJECT.

WE RESERVE THE RIGHT TO NEGOTIATE AND TO AGREE TO THE TERMS AND CONDITIONS OF YOUR SUBCONTRACT.

WE HEREBY OFFER TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PERFORMANCE OF THE ABOVE DESCRIBED WORK. IT IS UNDERSTOOD AND AGREED THAT THE QUANTITIES REFERRED TO ABOVE ARE ESTIMATES ONLY AND THAT PAYMENT SHALL BE MADE AT THE STATED UNIT PRICE FOR ACTUAL QUANTITIES OF WORK PERFORMED BY APAC.

NOTE: THIS PROPOSAL EXPIRES TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS PROPOSAL.

IF TAX EXEMPT PLEASE SEND CERTIFICATES.

APAC-CENTRAL, INC.

BY:  DATE: 01/11/2021
DARRIN BEESON

IF THIS MEETS YOUR ACCEPTANCE, INCLUDING THE TERMS AND CONDITIONS ON THE NEXT SHEET, SIGN AND RETURN THE ATTACHED COPY OF THIS PROPOSAL. THE PERSON SIGNING FOR YOU REPRESENTS THAT HE OR SHE IS FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT.

ACCEPTED: _____ BY: _____
(FIRM NAME)

DATE ACCEPTED: _____

TERMS AND CONDITIONS

Payment in full for all work performed during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all cost and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payment received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work,

or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so preformed and completed as to permit us to perform our work hereunder in a normal uninterrupted single operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, cost, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Greene County, Missouri, and you waive any right to jurisdiction and venue in any other place.

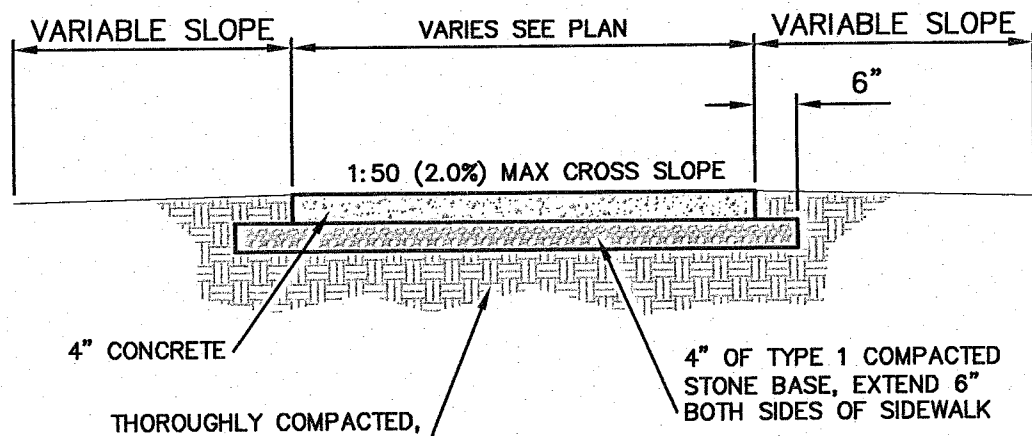
NOTICE TO OWNER... FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED ON THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

GENERAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF EXISTING UNDERGROUND FACILITIES PRIOR TO BEGINNING INSTALLATION OF NEW FACILITIES. CONTACT THE ENGINEER FOR INSTRUCTIONS WHEREVER ANY CONFLICTS ARE DISCOVERED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS WHICH IS DUE TO HIS OPERATIONS.
- THE CONTRACTOR SHALL STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED EQUIPMENT REQUIRED FOR THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL ALSO STRICTLY COMPLY WITH ALL OSHA SAFETY RULES AND REGULATIONS AND USE ONLY APPROVED METHODS OF EXCAVATION TRENCHING AND SHORING METHODS AS DESCRIBED IN OSHA 29 CFR 1926.650. THE CONTRACTOR SHALL MAINTAIN AND CLOSELY SUPERVISE ALL SAFETY PRACTICES AND CODES.
- FOR SITES WHERE 1 OR MORE ACRES WILL BE DISTURBED, A GENERAL PERMIT FOR LAND DISTURBANCE ACTIVITY MUST BE OBTAINED FROM THE MISSOURI DEPARTMENT OF NATURAL RESOURCES BEFORE CONSTRUCTION CAN BEGIN. IT IS THE DEVELOPER'S RESPONSIBILITY TO OBTAIN THIS PERMIT.
- OTHER PERMITS MAY BE REQUIRED FOR THIS CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH PERMITS ARE APPLICABLE AND TO OBTAIN ANY APPLICABLE PERMITS NOT PROVIDED BY THE DEVELOPER.
- THE CONTRACTOR AND/OR BUILDER WILL KEEP THE PROJECT AREA NEAT AND ORDERLY AT ALL TIMES WHILE BUILDING IS TAKING PLACE. ACCESS STREETS TO THE PROJECT SHALL BE KEPT CLEAN OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES. CONTRACTOR SHALL PROVIDE GRAVEL CONSTRUCTION ENTRANCES AT EACH ACCESS POINT.
- IF THE CONTRACTOR'S OPERATIONS REQUIRE WORK ON OR ACCESS ACROSS PRIVATE PROPERTY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER TO ENTER THE PROPERTY AND TO REPAIR ANY DAMAGE TO PRIVATE PROPERTY CAUSED BY HIS OPERATIONS.
- AT THE START OF CONSTRUCTION, OR WHENEVER WORK HAS BEEN SUSPENDED, THE CONTRACTOR SHALL CONTACT THE CITY OF NIXA PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO WORKING AT THE SITE. FAILURE TO DO SO MAY RESULT IN REJECTION OF ANY WORK COMPLETED PRIOR TO CONTACT.
- CONSTRUCTION ACCESS TO THE SITE SHALL BE LIMITED TO THE APPROVED TEMPORARY CONSTRUCTION ENTRANCE(S) SHOWN ON THE SEDIMENT & EROSION CONTROL PLAN (SECP).
- ALL DISTURBED AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE APPROVED SEDIMENT & EROSION CONTROL PLAN (SECP).
- THE CONTRACTOR SHALL MINIMIZE DISTURBED AREA AND PHASE CONSTRUCTION SUCH THAT NO DISCHARGE OF SEDIMENT OR SEDIMENT-LADEN WATER OCCURS ON OFF-SITE PROPERTY. ANY ACCUMULATED SEDIMENT IN STORM DRAINS OR OFF-SITE PROPERTY SHALL BE REMOVED PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL CLEAN STREETS, BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED, AFTER EACH RAINFALL, AND AT THE END OF CONSTRUCTION.
- THE CONTRACTOR IS REQUIRED TO RETAIN FLOATABLE WINDBLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CONTRACTOR IS REQUIRED TO CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF-SITE.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- MANHOLE COVERS, VALVE BOXES, AND OTHER UTILITY APPURTENANCES SHALL NOT ENROACH ON SIDEWALKS, CURBS OR PAVEMENT. WHERE CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR INSTRUCTIONS PRIOR TO PROCEEDING.
- CONTRACTOR IS REQUIRED TO TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK AND DRIVEWAY DURING CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO CURB AND PAVEMENT BACK TO CITY SPECIFICATIONS.
- CLOSURE OF ALL OLD DRIVEWAY ENTRANCES IS TO BE REPLACED WITH CURB & GUTTER, SIDEWALK AND GRASS IF REQUIRED.
- ALL WORK SHALL BE IN CONFORMANCE WITH THE CITY OF NIXA GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS, CITY OF NIXA STANDARD DRAWING DETAILS, AND CITY OF NIXA DESIGN STANDARDS.

Road Centerline Line Table			
Line #	Length	Direction	
L1	39.14	N87° 25' 58"E	
L2	153.04	S88° 12' 20"E	
L3	145.19	N1° 47' 40"E	

Road Centerline Curve Table			
Curve #	Length	Radius	Delta
C1	60.48	38.50	90°00'00"



SIDEWALK SECTION
NTS

- JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK.
- THE SIDEWALK SHALL BE MARKED OFF INTO SQUARE SOLES BY CONTRACTION JOINTS. CONTRACTION JOINTS SHALL BE ONE-EIGHT (1/8) INCH WIDE (MIN.) BY ONE (1) INCH DEEP AND SHALL BE FORMED BY TOOLING.
- EXPANSION JOINTS SHALL BE FORMED BY A ONE-HALF (1/2) INCH THICK PREFORMED JOINT FILLER, EXTENDING THE FULL DEPTH OF THE SLAB, AND SECURED SO THAT THE JOINT FILLER IS NOT MOVED BY DEPOSITING AND COMPACTING THE CONCRETE AT THESE JOINTS.
- EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALK ABUTS TO OTHER STRUCTURES AND SHALL NOT BE SPACED MORE THAN FIFTY (50) FEET APART ON STRAIGHT RUNS FOR LAID SIDEWALK AND NOT MORE THAN ONE HUNDRED (100) FEET APART ON STRAIGHT RUNS FOR MACHINE LAID SIDEWALKS.

OWNERS:
FAYE H. SOUTER TRUST DATED MAY 24, 1989
FAYE H. SOUTER, TRUSTEE
ROBERT L. SOUTER TRUST DATED MAY 24, 1989
ROBERT L. SOUTER, TRUSTEE
5832 S MIDDLETON AVE
SPRINGFIELD, MISSOURI 65804

ZONING:
CURRENT: G-C
PROPOSED: LOTS 1-11: R-1
LOT 12: G-C

BENCHMARK:
NAIL IN POWER POLE IN PROPOSED LOT 4,
~200' SOUTHEAST OF THE EXISTING HOUSE
@ 1432 W MT VERNON ST.

ELEVATION: 1314.63 (NAVD 1988)

FLOOD NOTE:
This property lies in Flood Zone "A" (areas determined to be within the Flood Hazard Area) with no Base Flood Elevation determined, according to FIRM Community Panel 29043C 0065 C, effective December 17, 2010.

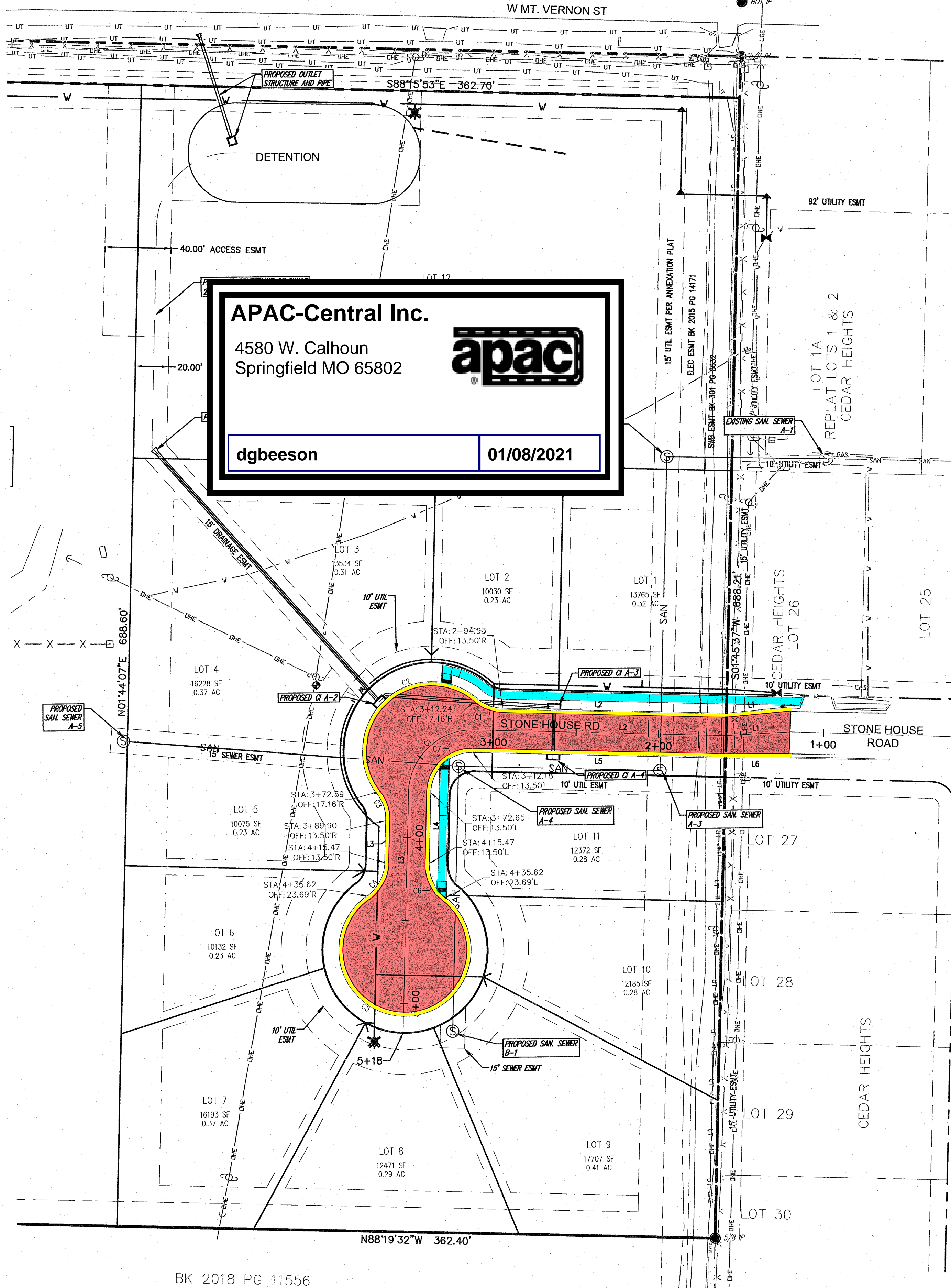


- UTILITY CONTACTS:**
- LOCAL PUBLIC WORKS
NIXA PUBLIC WORKS
DIRECTOR: DOUG GALVIN
1010 N. EAGLECREST
NIXA, MO, 65714
PHONE 417-725-2353
 - LOCAL WATER COMPANY
NIXA PUBLIC WORKS
JASON STUTESMUN
1010 N. EAGLECREST
NIXA, MO, 65714
PHONE 417-725-2353
 - LOCAL SEWER COMPANY
NIXA PUBLIC WORKS
BRIAN DENNEY
1111 W. KATHRYN
NIXA, MO, 65714
PHONE 417-725-2353
 - LOCAL ELECTRIC COMPANY
NIXA ELECTRIC DEPARTMENT
BRIAN DENNEY
1111 W. KATHRYN
NIXA, MO, 65714
PHONE 417-725-2353
 - LOCAL ELECTRIC COMPANY
OZARK ELECTRIC CO-OP
LOKAN HAYDEN
2007 JAMES RIVER CT
NIXA, MO, 65714
PHONE 417-725-5160
 - LOCAL GAS COMPANY
SPIRE
PHONE 800-582-1234
 - LOCAL COMMUNICATIONS
AT&T
CINDY JEFFERS
PHONE 417-836-7383
 - LOCAL COMMUNICATIONS
SUDDENLINK COMMUNICATIONS

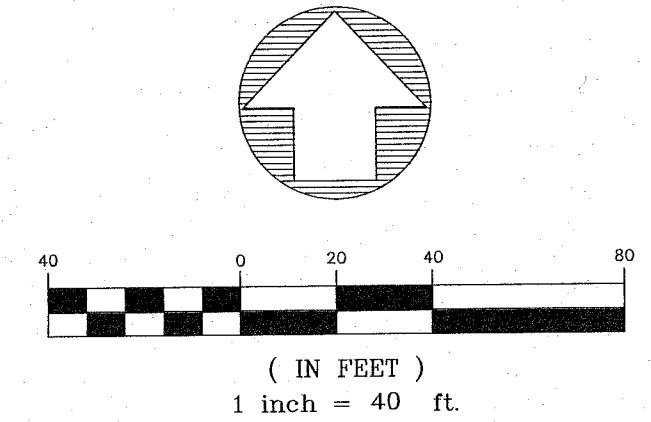
STORM MINIMUM FINISHED FLOOR CHART	
LOT #	MIN. FF
12	1297.00

DEVELOPER:
LT DEVELOPMENTS LLC
1200 E. WOODHURST, UNIT D200
SPRINGFIELD, MISSOURI 65804

COVER SHEET PAVING, DRAINAGE, & SEWER PLANS FOR AUBURN HEIGHTS SUBDIVISION NIXA, CHRISTIAN COUNTY, MISSOURI

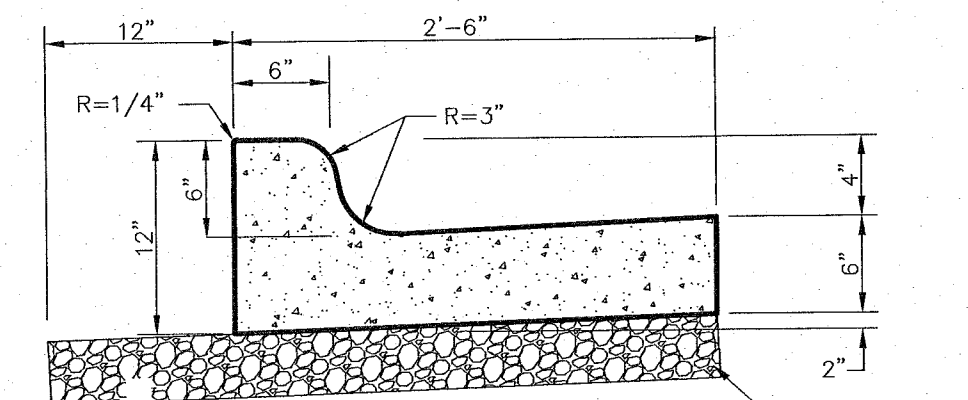


- SHEET INDEX**
- COVER SHEET
 - DEMOLITION PLAN
 - STONE HOUSE ROAD PLAN AND PROFILE
 - CUL-DE-SAC AND BULB DETAILS
 - GRADING PLAN
 - CONSTRUCTION DETAILS
 - SEDMENT AND EROSION CONTROL PLAN
 - WATER PLANS
 - WATER PLAN DETAILS
 - STORM LINE A PLAN AND PROFILE
 - DETENTION PLAN
 - SANITARY SEWER COVER
 - SANITARY SEWER LINES A & B PLAN & PROFILE
 - SANITARY SEWER DETAILS

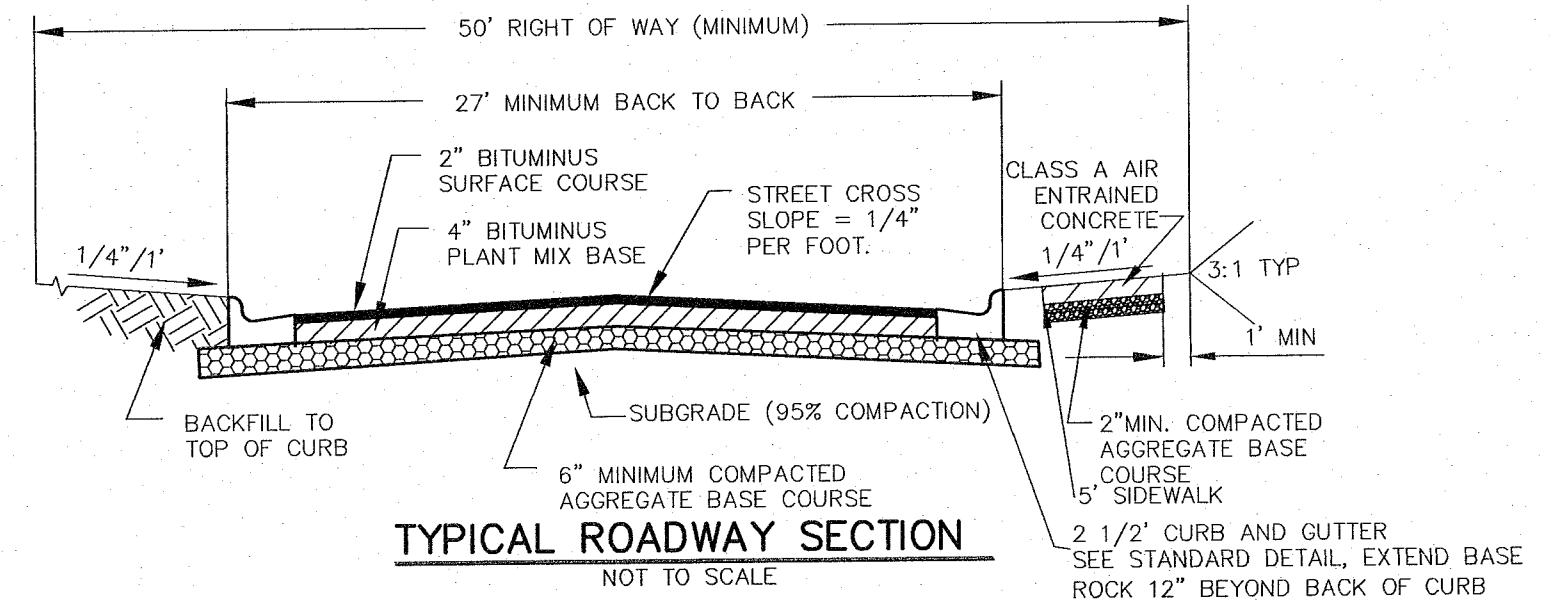


Curb Line Table			
Line #	Length	Direction	
L1	39.92	S85° 00' 05"W	
L2	135.27	N88° 12' 20"W	
L3	25.57	S1° 47' 40"W	
L4	42.82	N1° 47' 40"E	
L5	153.55	S88° 12' 20"E	
L6	35.06	S89° 41' 27"E	

Curb Curve Table			
Curve #	Length	Radius	Delta
C1	17.06	25.00	39°05'36"
C2	123.29	42.00	168°11'12"
C3	17.06	25.00	39°05'36"
C4	23.42	25.00	53°40'45"
C5	198.11	39.50	287°21'29"
C6	23.42	25.00	53°40'45"
C7	39.27	25.00	90°00'00"



CATCH CURB AND GUTTER SECTION
NOT TO SCALE



TYPICAL ROADWAY SECTION
NOT TO SCALE

NOTE: CURBS SHALL HAVE EXPANSION JOINT EVERY 200' AND BE SAWCUT EVERY 20' AND FILLED WITH SONNORBONE SONOLASTIC SL1 OR NP.

**CITY OF NIXA
OFFICIAL
PLAN APPROVAL**

Planning
Water/Sewer
Electric
Streets
Stormwater

DATE: 01/31/2020
SCALE: 1" = 40'
FIELD BY: TS, JS
DRAWN BY: ACW
CHECKED BY: LEE

AUBURN HEIGHTS SUBDIVISION
W STONE HOUSE RD, NIXA, CHRISTIAN COUNTY, MISSOURI 65714

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz

MISSOURI STATE CERTIFICATE OF AUTHORITY
Engineering #2005015604
Land Surveying #2009028050

DEREK A. LEE
REGISTERED PROFESSIONAL ENGINEER
E-30416

DATE: 2020-01-31
SHEET: 1 OF 14
PROJECT: 1918
FILE: 1918 - Street - Turner Nixa.dwg