

RE: EV Charging Station Grant

Background:

In May of last year city council authorized staff to apply for a grant to fund the installation of EV Charging stations. The Ozarks Transportation Organization offered a funding opportunity for the installation of electric vehicle charging stations. The available federal funds were provided through the Carbon Reduction Program and were made available to OTO member organizations for the installation of Level 2 chargers with eligible projects having at least four charging ports per location. The city was awarded funds totaling 80% of the project in the amount of \$105,093.00. The total project cost was anticipated at \$131,366.00 providing for a 20% match from the city in the amount of \$26,273.00. Since receiving the grant funding last summer, OTO staff have been working to overcome a fund distribution issue. Although the Carbon Reduction Program established the funding stream it did not provide a means of spending the monies. OTO, working with Federal Highway, has come up with a solution to allow funds to be utilized for the intended purpose. Nixa's project, along with all the other OTO jurisdiction EV projects, is being bundled as one project with OTO as the project sponsor.

Analysis:

To allow for the distribution of the awarded funds the attached resolution will authorize the city to enter into a MOU with OTO to serve as the project sponsor and administer the installation of the EV Chargers throughout the jurisdiction acknowledging that Nixa will pay our 20% match funds to the OTO in the amount of \$26,272.00. Nixa was awarded funding for three locations that will receive charging stations. Three municipal sites will receive four level 2 charging stations each, Nixa City Hall, the Community Center, and the Downtown parking lot.

Recommendation:

Staff recommends approval of the resolution to authorize the city to apply for the available funds.

MEMO SUBMITTED BY:

Travis Cossey | Asst. Director Nixa Utilities & Public Works

RESOLUTION NO. 2024-31

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH**
3 **THE OZARKS TRANSPORTATION ORGANIZATION REGARDING THE**
4 **DISBURSEMENT OF GRANT FUNDING FOR THE INSTALLATION OF ELECTRIC**
5 **VEHICLE CHARGING STATIONS.**
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7

8 **WHEREAS** in May of 2023, the City Council authorized City staff to apply for a
9 grant to fund the installation of electric vehicle charging stations at certain locations within
10 the City; and

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12 **WHEREAS** the City was awarded a \$105,093.00 grant; and

13
14 **WHEREAS** to allow for the distribution of this grant funding, the Ozark
15 Transportation Organization has requested the execution of the Memorandum of
16 Understanding, attached hereto as "Resolution Exhibit A"; and

17
18 **WHEREAS** the City Council desires to authorize the City Administrator to execute
19 the document attached hereto as "Resolution Exhibit A".
20

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

23
24 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
25 designee, to enter into a "Memorandum of Understanding" with the Ozarks Transportation
26 Organization. Said Memorandum of Understanding shall be in substantially similar form
27 as the document attached hereto, and incorporated herein by this reference, as
28 "Resolution Exhibit A."
29

30 **SECTION 2:** The City Administrator and the officers of the City are hereby
31 authorized to do all things necessary or convenient to carry out the terms and intent of
32 this Resolution.
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34 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
35 passage by the City Council and after its approval by the Mayor, subject to the provisions
36 of section 3.11(g) of the City Charter.
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39 **[Remainder of page left intentionally blank. Signatures follow on the next page.]**
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RESOLUTION NO. 2024-31

47 **ADOPTED BY THE COUNCIL THIS 13th DAY OF May, 2024.**

48

49

ATTEST:

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51

52 _____
PRESIDING OFFICER

CITY CLERK

53

54 **APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2024.**

55

56

ATTEST:

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59 _____
MAYOR

CITY CLERK

60

61 APPROVED AS TO FORM:

62

63

64 _____
CITY ATTORNEY

RESOLUTION EXHIBIT A

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
(X) NEW CONTRACT		() ADDENDUM NO. __
CITY		OTO
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Email: jroussell@nixa.com Attn: Jeff Roussell Dept: Public Works – Streets		Name: Ozarks Transportation Organization Address: 2208 W. Chesterfield Blvd., Suite 101 Springfield, MO 65807 Phone: 417.865.3042 Email: jthomas@ozarkstransportation.org Attn: Jennifer Thomas, PE.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Contract”) is made and entered into upon its execution by the City of Nixa, Missouri, a constitutional charter city organized under the laws of the State of Missouri (“City”) and the Ozarks Transportation Organization, a Missouri non-profit Corporation (“OTO”).

WHEREAS the City, is planning for the installation of electric vehicle chargers in three locations (“Sub-project”) utilizing federal funds; and

WHEREAS the Sub-project is part of a regional project (“Project”), sponsored by OTO, to install electric vehicle chargers throughout the area; and

WHEREAS the OTO will manage the Project.

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

- 1. OTO RESPONSIBILITIES.** OTO shall act as the project manager for the Project. OTO’s project management shall include the following:
 - 1.1.** Prepare and manage the project initiation forms and contract.
 - 1.2.** Obtain environmental clearances for Project.
 - 1.3.** In cooperation with the City, develop a Request for Proposals (RFP) for the Design, Installation and Maintenance services needed for the Project.
 - 1.4.** Oversee the design and installation provided by the selected company or firm through to the completion of construction, and report to the City on the status of such services.
 - 1.5.** OTO will be responsible for all utilities coordination and relocation activities associated with this Project.
 - 1.6.** OTO will provide periodic Construction observation.

1.7. Review and payment of submitted invoices.

2. CITY RESPONSIBILITIES.

2.1. Design Assistance. The City shall provide information as needed for the design, environmental clearances, and installation of Sub-project. City shall approve final design, costs, specifications and bid documents prior to proceeding with project.

2.2. Payment. Upon obligation of funds, OTO will invoice the City for the estimated local funds required for the federal match of the Sub-project. The City will remit payment for the invoice within 30 days of receipt. Invoice is estimated to be issued in June 2024.

2.3. Review submittals from consultants/contractors and provide scoring sheet to OTO for inclusion in consultant selection matrix.

2.4. Ownership. The City will be the owner of the EV Chargers.

3. SUB-PROJECT LOCATIONS. The Sub-project locations are listed as follows:

3.1. Nixa City Hall Parking Lot north of 715 W. Mt. Vernon St./State Hwy 14.

3.2. McCauley Park Community Center Parking Lot at 701 N. Taylor Way.

3.3. Downtown Parking Lot North of Elm St. and East of S. Main St. in Nixa, Missouri.

4. PROJECT COSTS. The project is anticipated to cost no more than one hundred thirty-one thousand, three hundred sixty-six dollars (\$131,366) (hereinafter "Project Cost"). The Project Cost will be shared by the parties as stated herein. The OTO will utilize federal funds not to exceed one hundred five thousand, ninety-three dollars (\$105,093) and the City's portion will be twenty percent (20%) of the actual costs, City's portion not to exceed twenty-six thousand, two hundred seventy-three dollars (\$26,273).

4.1. Cost Overruns. Final estimates shall be submitted and approved by both parties prior to proceeding with construction. OTO will first attempt to use federal funds to cover 80% and then City will cover remaining 20%. If unsuccessful in using additional federal, City will be responsible for entire remaining balance.

4.2. Change Orders. Change orders shall be approved by both parties prior to proceeding. OTO will first attempt to use federal funds to cover 80% and then City will cover remaining 20%. If unsuccessful in using additional federal, City will be responsible for entire remaining balance.

5. TERM. The Parties recognize that time is of the essence with these Projects and shall not cause any unreasonable delay at any step of the Projects for which they are responsible for completing or managing. The Project will be considered complete upon completion of construction, final inspection, and acceptance of construction by the City, and upon the City's satisfaction with construction and deliverables of Sub-project.

6. PERSONNEL. The OTO represents that OTO shall secure at OTO's own expense all personnel required to perform under this Contract. Such personnel shall not be considered employees of the City.

All performance required herein shall be performed by the OTO or under OTO's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to so perform. None of the work covered by this contract shall be subcontracted without the prior written approval of the City.

7. 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. 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.

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

9. CONFLICT OF INTEREST. OTO 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 or the provisions of Nixa City Charter Section 13.1.

10. ASSIGNMENT. The OTO 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.

11. NONDISCRIMINATION. The OTO 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 OTO 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.

11.1. The OTO and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

11.2. The OTO 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.

12. INDEPENDENT CONTRACTOR. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the OTO 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 OTO shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the activities and responsibilities hereunder. The OTO agrees that it is a separate

and independent enterprise from the City 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 OTO and the City, and the City shall not be liable for any obligation incurred by the OTO, including but not limited to unpaid minimum wages and/or overtime premiums.

13. LIABILITY AND INDEMNITY.

13.1. In no event shall the City be liable to the OTO 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.

13.2. In no event shall the OTO be liable to the City for special, indirect, or consequential damages, except those caused by the OTO's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract.

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

15. 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 OTO 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. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

16. COMPLIANCE WITH LAWS. OTO agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder.

17. CITY BENEFITS. The OTO 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.

18. 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.

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

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