

RE: Memorandum of Agreement with the Ozarks Transportation Organization for a Traffic Study for the Extension of Pembroke to Route 160

Background:

The extension of Pembroke to Route 160 has been identified as a future transportation need for many years. This extension would provide another critical east/west connection to Route 160, helping to improve traffic flow and accessibility within the city. In addition, this project would open up land around the proposed extension for future development, supporting long-term growth and connectivity goals for the community.

The area surrounding the proposed Pembroke extension is currently being considered for a mixed-use development encompassing approximately 190 acres. The conceptual plan for this development includes single-family residential, multi-family residential, office space, and retail uses.

Analysis:

To properly evaluate the potential impacts of both the proposed Pembroke extension and the new intersection with Route 160, as well as the impacts of the associated development, a traffic study is needed. The Ozarks Transportation Organization (OTO) has agreed to partner with the City of Nixa to complete this study.

The attached Schedule A outlines the detailed scope of services for the study. The MOA with OTO requires a 20% local match, and the total cost of the study is projected to be between \$50,000 and \$75,000. Accordingly, the City's contribution would be not to exceed \$15,000.

The cost of the study can be paid using unexpended funds in the professional services line item. However, staff intends to bring forward a request for Council to consider utilizing economic development funds for this purpose in the near future.

Recommendation:

Staff recommends that City Council approve the resolution authorizing the City of Nixa to enter into a memorandum of agreement with OTO for the completion of a traffic study for the Pembroke extension to Route 160.

This study is an important step in evaluating and preparing for the extension, which will provide a much-needed additional east/west route to Route 160 and position the surrounding area for future development opportunities that align with the City's growth objectives.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

RESOLUTION NO. 2025-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT, IN AN AMOUNT NOT TO EXCEED \$15,000.00, WITH THE OZARKS TRANSPORTATION ORGANIZATION, FOR A TRAFFIC STUDY FOR THE EXTENSION OF PEMBROOK TO ROUTE 160.

WHEREAS the extension of Pembroke to Route 10 has been identified as a future transportation need for many years; and

WHEREAS the extension of Pembroke would provide an additional east/west connection to Route 160; and

WHEREAS to properly evaluate the potential impacts of the extension of Pembroke, a traffic study is needed; and

WHEREAS the Ozarks Transportation Organization has agreed to partner with the City to complete this study; and

WHEREAS the City Council desires to authorize the City Administrator to execute a contract, in an amount not to exceed \$15,000.00, with the Ozarks Transportation Organization, for a traffic study for the extension of Pembroke to Route 160.

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

SECTION 1: The City Council hereby authorizes the City Administrator, or designee, to execute a "Memorandum Agreement" with the Ozarks Transportation Organization, in an amount not to exceed \$15,000.00. Said Agreement shall be in substantially similar form as "Resolution Exhibit A," which is attached hereto and incorporated herein by this reference as though fully set out herein.

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.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2025-47

ADOPTED BY THE COUNCIL THIS 14TH DAY OF OCTOBER 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Nixa 715 W Mt Vernon Nixa, MO 65714 Attn: Jimmy Liles, City Administrator	Ozarks Transportation Organization 2208 W Chesterfield Blvd., Suite 101 Springfield, MO 65807 Attn: Sara Fields, Executive Director
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**MEMORANDUM OF AGREEMENT
FOR
Route 160 & Pembroke Extension Operations and
Location Study**

This Agreement is made and entered into upon its execution by both parties as set forth below, with the Effective Date corresponding with the last signature to this Agreement.

WITNESSETH:

WHEREAS, on May 15, 2025, the Ozarks Transportation Organization (“OTO”) approved the OTO Operational Budget with funds designated for regional road and traffic studies; and

WHEREAS the City of Nixa (“City”) wishes to work with the OTO to fund an operations and location study to determine the future of the Pembroke Avenue and Route 160 Intersection; and

WHEREAS the City will be responsible for a twenty percent (20%) match of the total cost of the operational and location study, said amount not to exceed Fifteen Thousand Dollars (\$15,000); and

WHEREAS, OTO has agreed to oversee the Operations and Location Study and utilize eighty percent (80%) STBG federal funds along with twenty percent (20%) of the actual costs to be provided by the City in local match to fund the Operations and Location Study.

NOW, THEREFORE, in exchange for valuable consideration each received from the other the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Scope of Services

- 1. Selection and Contracting with Consultant.** OTO shall, at its sole cost and expense, select and contract with a qualified transportation consultant (“consultant”) to perform a study to finalize the Pembroke Ave/Rte 160 Operations and Location Study in the City of Nixa. The findings and recommendations of the consultant, along with all information, data, and reports used to make such findings and recommendations, shall be furnished to the City upon receipt by OTO.

In addition, OTO shall perform the following:

- i. Enter into a contract for Engineering Services for the proposed public facilities with the selected Engineering Consultant (a sample scope of services is attached hereto as Schedule A, the City and OTO shall mutually agree on the final scope of services prior to OTO's execution of the engineering consultant contract);
- ii. Fund payment of engineering services upon approved invoice and as outlined in executed Engineering Services contract;
- iii. Oversee the engineering services provided by the selected consultant and report to the City on the status of such services; and
- iv. Provide the data and reports to the City upon completion.

2. City of Nixa Cost Share for Engineering Services Consultant.

- a. The City shall provide funds for the consultant contract up to the amount of Fifteen Thousand One Hundred Ninety-Four and No/100 (\$15,000.00).
- b. Upon execution of Engineering Consultant Contract, OTO will invoice the City as follows:
 - i. The City will be invoiced twenty percent (20%) of the total negotiated engineering services contract up to Fifteen Thousand Dollars and No/100 (\$15,000.00).
 - ii. In the event the twenty percent (20%) is higher than the outlined Fifteen Thousand Dollars and No/100s (\$15,000.00) an addendum to this Agreement will be prepared and a secondary invoice will be generated after addendum execution.
 - iii. The City will provide OTO with the invoiced funds as invoiced within 45 business days.
 - iv. Upon request, the OTO agrees to provide to the City documentation of invoices or costs for the City records.
- c. Upon project completion, OTO will
 - i. provide a refund of any unused match.
 - ii. OTO will provide the City with the unused funds within forty-five business days of engineering services closeout.

3. City of Nixa Oversight Responsibilities

- a. The City agrees to allow the OTO to serve as the project manager and that OTO will not be a contractor to the City nor receive compensation for work associated with the Study.
- b. The City shall assist with the development of engineering services project scope.
- c. The City shall participate in regular meetings to determine the best location and operations of the Pembroke Avenue and Route 160 Intersection.
- d. As such, the City will respond to requests for information in a timely manner and participate on the Study Committee.

1. **Term.** OTO shall commence project management as soon as practicable after the execution of this Agreement, unless otherwise directed in writing by the City, and the term of this Agreement shall expire on June 30, 2026, unless an Addendum to extend the Term of this Agreement is executed by the parties prior to this date.

The services provided by OTO will be considered complete upon final acceptance of the Pembroke Avenue/Rte 160 Operations and Location Study acceptance by the OTO Board of Directors, and upon the City of Nixa's satisfaction with the final study.

The total period of service is expected to be completed by June 30, 2026.

2. **Project Schedule.** The tentative schedule is as follows:
 - Engineering Consultant Notice to Proceed – October 2025
 - Draft Study and Data – March 2025
 - Final Pembroke Avenue/Rte 160 Study Acceptance OTO Board of Directors – May 30, 2026
3. **Liability and Indemnity.** In no event shall the OTO be liable to the City for special, indirect, or consequential damages, except those caused by the OTO's, or its agent's or official's gross negligence or willful or wanton misconduct. In no event shall the City be liable to the OTO for special, indirect, or consequential damages, except those caused by the City's, or its agent's or official's gross negligence or willful or wanton misconduct.
4. **Conflicts.** No salaried officer or employee of the City or OTO and no member of the City or OTO Board shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. OTO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. OTO further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by OTO.
5. **Termination for Convenience.** Subject to the rights of the City, as set out in this Agreement, the OTO or the City, by written notice, may terminate this contract, in whole or in part, when it is in the City's or OTO's interest. If this contract is terminated, the OTO shall be liable only for service deliverables of this contract rendered before the effective date of termination. The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest.
6. **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. OTO affirmatively states that payment of all local, state, and federal taxes and assessments owed by the OTO is current.

7. **Confidentiality of Documents.** Any reports, data, design, or similar information given to or prepared or assemble by the OTO under the Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the OTO without prior written approval of the City.
8. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
9. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year provided below.

City of Nixa

By: _____

Date: _____

Name:
Title: City Administrator

**OZARKS TRANSPORTATION
ORGANIZATION**

By: _____

Date: _____

Name: Sara Fields
Title: Executive Director

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. I further certify that for the current fiscal year ending December 31, 2025, there is an unencumbered balance to the credit of such appropriation sufficient to pay the City's obligation for the current fiscal year, and that the appropriate accounting entries have been made. The City's obligations in subsequent fiscal years are subject

to appropriation by the City Council.

Jennifer Evans, Director of Finance

SCHEDULE A

Scope of Services

Traffic Study

Route 160 & Pembrook Extension Operations and Location Study – Nixa, MO

Study Area: The traffic study shall determine the traffic impacts of the proposed Pembrook extension and a new intersection with 160 in Nixa, MO including the impact of a 190-acre development near the intersection of Route 160 and Pembrook Avenue. The proposed development consists of a mixed-use development of single/multifamily and office and retail. The developer will be providing the land use information.

Task 1: Scoping Meeting

The consultant shall attend a scoping meeting with the Client, City of Nixa, and MoDOT. The scoping meeting will verify scope of the study including the analysis period, study area, acceptable analysis tools, review timeframes, and other requirements needed for acceptance of the traffic study. The scope below may be modified following the scoping meeting to meet the requirements determined in the traffic study.

The consultant shall prepare minutes of the meeting for review and approval from all agencies attending the scoping meeting.

Task 2: Traffic Counts / Data Collection and Review

The consultant shall collect available relevant information from Client, City of Nixa, and MoDOT. Information shall include expected development details to be used for trip generation estimates.

The consultant shall observe the site to identify potential traffic-related issues, access constraints and existing operating conditions.

The consultant shall collect weekday turning movement counts between 7:00 a.m. – 9 a.m. and between 4:00 p.m. - 6:00 p.m. at the following intersection:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembrook Ave
- Norton Road & Route 14
- Pembrook Avenue /Gregg Road
- Gregg Road/ Route 14

Task 3: Forecast Traffic Volumes

The consultant shall forecast the amount of traffic generated by the potential development during the peak time periods. These traffic forecasts shall be done utilizing information on the site from the client and the latest Trip Generation Manual from the Institute of Transportation Engineers.

Task 4: Traffic Assignment / Distribution

The consultant shall assign trips into and out of the site and along the adjacent roadways. Available resources shall also be reviewed to determine the likely amount of additional growth in the study area. Traffic assignment will be based upon existing traffic patterns and information provided by the Client from the OTO Travel Demand Model.

Task 5: Capacity Analysis

The consultant shall perform capacity analyses of the critical intersections in the study area under the following scenarios:

- 2025 Existing conditions
- 2027 Future conditions (existing plus development traffic)
- 2027 Existing conditions
- 2047 Existing conditions
- 2047 Future conditions (existing plus development traffic)

Intersections to be analyzed include:

- Route 160 & South Road
- Route 160 & Route 14
- Norton Road & Pembroke Ave
- Norton Road & Route 14
- Potential Pembroke Ave extension & Route 160
- Pembroke Avenue /Gregg Road
- Gregg Road/ Route 14

These analyses will be conducted with the most recent version of the Transportation Research Board's Highway Capacity Manual or another generally accepted manual or software tools.

The existing roadway network and intersections will be studied, and a recommendation will be made for improvements within the study area, which may include:

- Turn lanes and review of existing turn lane lengths
- Widening shoulders
- Additional through lanes
- Vertical alignment improvements
- Horizontal alignment improvement

- Intersection need at Pembroke/160 with recommended intersection type

Task 6: Safety Analysis

- The consultant shall analyze existing crash data in accordance with MoDOT's policy (905.3.6.1 Existing Safety Analysis)
- The consultant shall utilize the analysis of the existing crash data to develop and calibrate a crash prediction model for the study area.
- The consultant shall model alternatives using safety modeling in accordance with MoDOT's policy (905.3.6.2 Safety Modeling).

Task 7: Signal Warrant Analysis

The consultant shall review the study intersection to determine if signals are warranted.

Task 8: Recommended Improvements

The consultant shall recommend improvements needed due to the 190-acre development. This should include phases as requested by the developer as part of the provided land use plan. The recommended phases shall include timing of improvements with timing of development.

Task 9: Report Preparation

The consultant shall prepare a written report documenting their findings and conclusions along with graphics, as needed, to illustrate the recommended improvements. This report shall identify any improvements necessary to accommodate the anticipated additional traffic for the developments. The report shall also identify those improvements that would be necessary without the proposed development. These improvements may include: signalization, widening, turn lanes, horizontal alignment improvements or vertical alignment improvements.

Task 10: Meeting Attendance

The consultant shall attend up to 4 meetings with the Client and/or the City, or MoDOT. These meetings may include:

- Scoping Meeting
- Coordination Meetings
- Progress Reports to the various agencies

Task 10: Address Review Comments

The consultant shall make the necessary revisions to the study to gain approval from the required government agencies including but not limited to OTO, the City of Nixa, Christian County and the Missouri Department of Transportation.

Task 12: Project Administration

The consultant shall conduct the necessary internal reviews to ensure the accuracy of the data presented in the report.