



NIXA CITY COUNCIL
Tentative Agenda
October 5, 2016
6:00 PM
NIXA CITY HALL
715 W. MT. VERNON

Call to Order
Roll Call
Pledge of Allegiance

Presentations:

Salary Survey Results
2017 Budget-Governmental Funds and Personnel

Visitors:

None Scheduled

Service Awards:

Lisa Brown P & Z 10 years
Wendi Buckmaster Police 20 years

Proclamation:

Recognizing Public Power Week October 2- October 8

Discussion Items:

New Business Items:
Bob E-Z Stop-Construction Change Order

Information:

Ordinance for Lease Renewal for Facilities (City Hall/Police)-October 17th

Mayor and Council Member Reports:

Industrial Development Authority (IDA) Appointment-Darlene Graham

Executive Session:

Executive Session pursuant to RSMo 610.021.3 Personnel

Adjournment

City Council/ Staff Liaisons

Justin Orf/Doug Colvin-Public Works
Andrea Long/Jimmy Liles-Police
Ryan Keating/Jill Finney-Communications &
Cindy Robbins-City Clerk/Court

Aron Peterson/Travis Cossey-Planning
Chris Russell/Matt Crouse-Park
Kendal Dingus/ Donna Swatzell-Finance &
Sharon Hankison-Human Resources



Human Resources
715 W. Mt. Vernon
P.O. Box 395
Nixa, Missouri 65714
Phone (417) 724-5626
Fax (417) 724-5724

MEMO

TO: Mayor Steele, City Council
FROM: Sharon Hankison, Human Resources
DATE: September 26, 2016
RE: Salary & Benefits Survey 2016

In the October 5th packet you will find the summary on the salary & benefits survey completed for 2015/2016, the proposed 2017 pay scale and comparison charts of the employee benefits surveyed.

At this time, Staff recommends approval of the proposed pay scale at the October 5th work session in order to continue preparation of the 2017 budget. The scale will be adjusted with the proposed 1% COLA recommended for 2017 if approved.

Neighbors committed to an exceptional quality of life

www.nixa.com



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Salary & Benefits Survey 2016 City of Nixa

Purpose: To obtain salary and benefit information from municipalities in the City of Nixa's market proximity to remain competitive at or above market rates.

Salary survey packets were emailed to the following cities requesting their participation:

Branson	Marshfield
Carthage	Monett
CW&EP of Carthage	Ozark
Jackson	Republic
Joplin	Rolla
Kirksville	Sedalia
Lebanon	Springfield
Marshall	Warrensburg
Marshfield	Webb City
Monett	West Plains

Branson, Rolla, and Springfield did not respond. Typically Branson and Springfield are contacted for wage information to compare although outside of the population and annual budget criteria in comparison to Nixa. Springfield does, however provide salary information on their website.

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Salary & Benefits Survey 2016 City of Nixa

All positions listed on the current pay scale were represented in the survey request. We requested actual, minimum, and maximum wages for each position. We were unable to receive salary information for all positions from all sources. From the salary information, the minimum and maximum salaries for each position were averaged. From that information the proposed 2017 pay scale was prepared.

The City of Nixa's current pay scale is located within the top percentile of the market surveyed. This enables the City to be competitive to draw the desired level of applicants and in doing so the City can be considered a "leader" in the wage and benefit market, not a "follower". Recommendation is that no changes be made to the pay grade minimum and maximum wages at this time. Recommendation is being made to relocate three positions on the pay scale. Below are the proposed Pay Grade changes for 2017:

Assistant Electrical Superintendent from Pay Grade 9 to 10
Director of Human Resources from Pay Grade 10 to 11
Water Quality Superintendent from Pay Grade 10 to 11

Benefits

The benefit charts represent comparisons as to dollar (\$) amounts and/or percentages (%) paid by employer and employee.

(See attached chart of comparisons for each policy benefit).

Health Dental
Life Vision
Retirement

CITY OF NIXA 2017 JOB TITLE PLACEMENTS

Pay Scale

Upon approval of 1% COLA, the 2017 Pay Scale will be adjusted accordingly.

	Min.	per hour	Max.	per hour
Grade 3	\$22,346	\$10.75	\$32,368	\$15.56

Receptionist

	per hour	per hour
Grade 4	\$24,905	\$17.09

Building Maintenance	Grounds Maintenance
Building & Grounds Maintenance	Police Clerk
Clerk-Receptionist	Secretary
Guest Services Specialist	Utility Account Specialist

	per hour	per hour
Grade 5	\$26,846	\$18.13

Accounting Clerk	Utility Account Specialist II
Administrative Assistant	Utility Worker
Community Service Officer (Animal Control)	
Community Service Officer (Animal Control)	Utility Worker / Maintenance
Court Clerk	Utility Worker/Meter Reader
Electrical Groundworker	Utility Worker / Locator
Police Clerk II	Utility Worker / WW Maintenance
Recreational Specialist I	
Tree Trimmer I	Admin Clerk

	per hour	per hour
Grade 6	\$31,878	\$21.51

Accounting Clerk - Purchasing	Lead Utility Worker - Wastewater
Planning & Dev Code Administrator	GIS Technician
Recycle Center Coordinator	Planner I
Apprentice Lineworker	Police Officer
Apprentice Substation Technician	Police Officer/Investigator
Court Administrator	Preventive Maintenance Coordinator
Deputy City Clerk	Recreation Specialist II
Electric Groundworker/Equip Operator	Wastewater Plant Operator I
Laboratory Technician	Water System Operator

Lead Accounting Clerk
Lead Utility Worker/Equip Operator
Lead Utility Worker/Meter Reader

Lead Utility Worker
Lead Utility Worker/Bldg & Grnds Maint
Police Administrative Assistant
Public Works Inspector Assistant

Grade 7 **\$34,607** **\$16.63** **\$48,190** **\$23.17**

Tree Trimmer II
Building Inspector
Lead Wastewater Plant Operator
Lead Water System Operator

Planner II
Police Corporal
Water System Operator - Elec Tech
Recreation Supervisor-Health & Fitness

Grade 8 **\$39,724** **\$19.10** **\$56,101** **\$26.97**

Business/Marketing Manager
Electrical Lineworker
Purchasing Manager

Recreation Services Manager
Substation Technician

Grade 9 **\$41,537** **\$19.97** **\$58,937** **\$28.33**

Assistant Street Superintendent
Asst. Water Quality Supt. - Water
Asst. Water Quality Supt. - WW
Parks & Recreation Assistant Director
Police Sergeant

Public Works Inspector
Senior Building Inspector
Senior Planner
Systems Network Technician
Utility Account Specialist Supervisor

Grade 10 **\$47,401** **\$22.79** **\$68,064** **\$32.72**

City Clerk
Director of Parks & Recreation
Director of Communications

Asst. Electric Superintendent
Police Lieutenant
Street Superintendent

Grade 11 **\$56,570** **\$27.20** **\$82,499** **\$39.66**

Director of Finance
Director of Human Resources
Director of Planning & Development

Electric Superintendent
Police Chief
Water Quality Superintendent

Grade 12	\$63,862	per hour \$30.70	\$94,078	per hour \$45.23
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Director of Public Works

Grade 13	\$77,807	per hour \$37.41	\$110,837	per hour \$53.29
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City Administrator

Salary Survey Retirement Benefits

Organization	Level of LAGERS		%of emp salary pd by emp
Jackson	L-6	Lagers	0
Nixa	L-6	Lagers	4.0
Ozark	L-7	Lagers	0
Republic	L-3	Lagers	4.0
Warrensburg	L-7	Lagers	0
Webb City	L-7	Lagers	0
West Plains	LT-10 (65)	Lagers	0

Benefit Program	Multiplier	Example Calculation with \$3,000 Final Avg Salary and 25 Years of Service				
LT-4 (65)	1.00% for life	.010	x	\$3,000	x	25 = \$750
	1.00% to age 65	.010	x	\$3,000	x	25 = \$750
LT-5 (65)	1.25% for life	.0125	x	\$3,000	x	25 = \$938
	0.75% to age 65	.0075	x	\$3,000	x	25 = \$562
LT-8 (65)	1.50% for life	.015	x	\$3,000	x	25 = \$1,125
	0.50% to age 65	.0050	x	\$3,000	x	25 = \$375
LT-10 (65)*	1.60% for life	.016	x	\$3,000	x	25 = \$1,200
	0.40% to age 65	.0040	x	\$3,000	x	25 = \$300
LT-14 (65)	1.75% for life	.0175	x	\$3,000	x	25 = \$1,313
	0.25% to age 65	.0025	x	\$3,000	x	25 = \$187

L-1	1.00%	.010	x	\$3,000	x	25 = \$750
L-3	1.25%	.0125	x	\$3,000	x	25 = \$938
L-7	1.50%	.015	x	\$3,000	x	25 = \$1,125
L-9*	1.60%	.016	x	\$3,000	x	25 = \$1,200
L-12	1.75%	.0175	x	\$3,000	x	25 = \$1,313
L-6	2.00%	.020	x	\$3,000	x	25 = \$1,500
L-11**	2.50%	.025	x	\$3,000	x	25 = \$1,875

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

PROCLAMATION

**RECOGNIZING PUBLIC POWER WEEK, OCTOBER 2-8: A WEEK-LONG
CELEBRATION OF NIXA ELECTRIC UTILITY'S YEAR-ROUND SERVICE TO NIXA
CITIZENS AND BUSINESSES**

WHEREAS, we, the citizens of Nixa, place high value on local control over community services and therefore have chosen to operate a community owned, locally controlled, not-for-profit electric utility which provides our homes, businesses, schools, and local government agencies with reliable, efficient, and cost-effective electricity; and

WHEREAS, the Nixa Electric Utility is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, the Nixa Electric Utility has also taken on additional stewardship for our community's infrastructure through stringent maintenance and operations and has received national recognition as an American Public Power Association – Reliable Public Power Provider; and

WHEREAS, Nixa Electric Utility is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

NOW, THEREFORE BE IT RESOLVED: that the Nixa Electric Utility will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses and continue to search out new low cost alternative/renewable power sources to serve all the citizens of Nixa;

BE IT FURTHER RESOLVED: that the week of Oct. 2-8, be designated Public Power Week to recognize Nixa Electric Utility for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power along with the members of the Missouri Public Utility Alliance and more than 2,000 other public power systems across the United States.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Nixa, this 5th day of October, 2016.

Mayor

ATTEST:

City Clerk



Brian Bingle
City Administrator
P.O. Box 395
Nixa, MO 65714
bbingle@nixa.com
(417) 725-3785

October 5, 2016

TO: City Council
FROM: Brian Bingle, C.A.
Subject: City of Nixa individual change order with Journagan Construction for Bob's Easy Stop drive way replacement

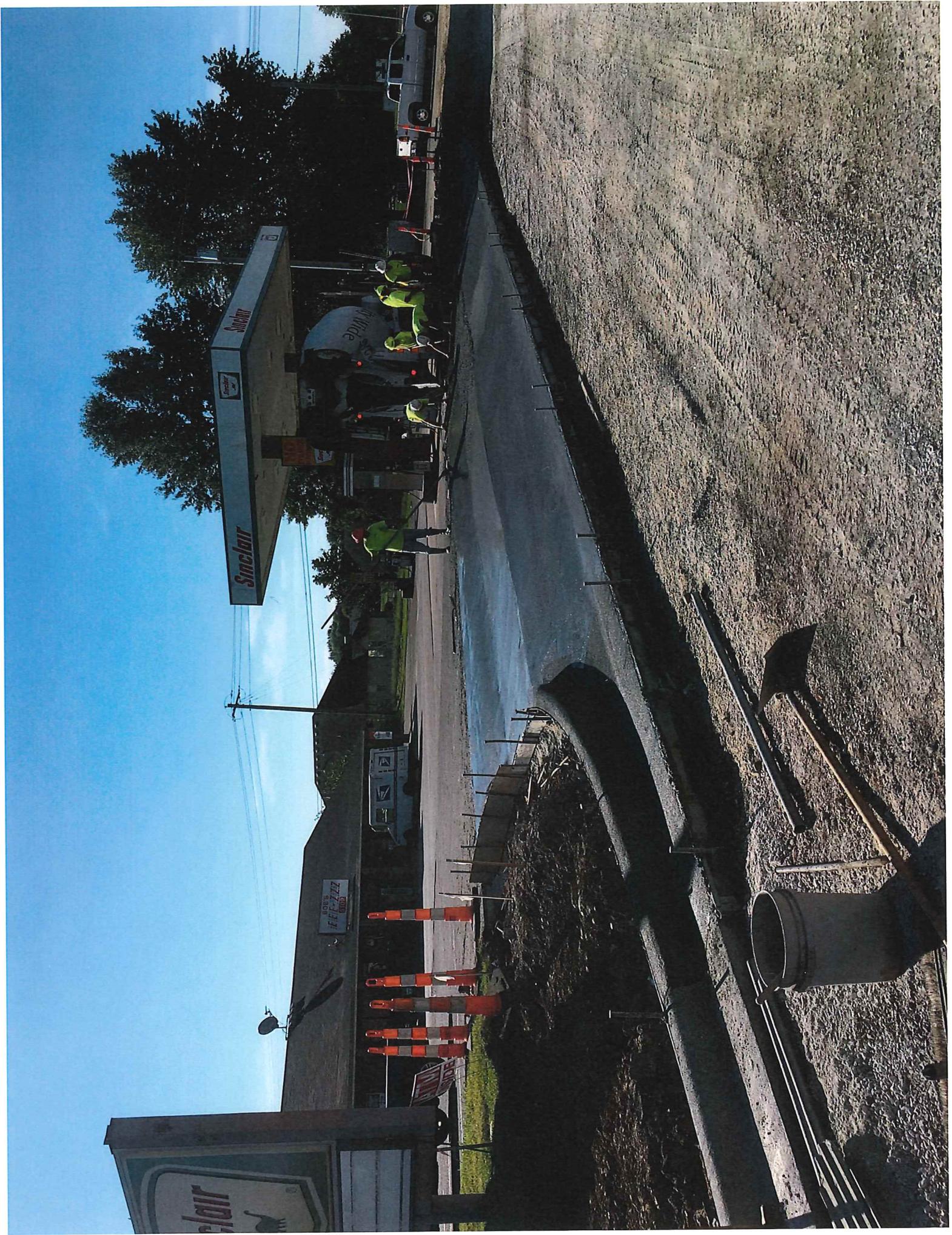
Following the installation of Bob's Easy Stop's north curb cut, it became quite obvious that it would not support large trailers from accessing or leaving the property without dragging the trailer's tongue. There is a picture included with this memo showing the curb cuts configuration. The driveway's grade difference from the east and west side of the installed sidewalk making connection to Main Street was too drastically steep.

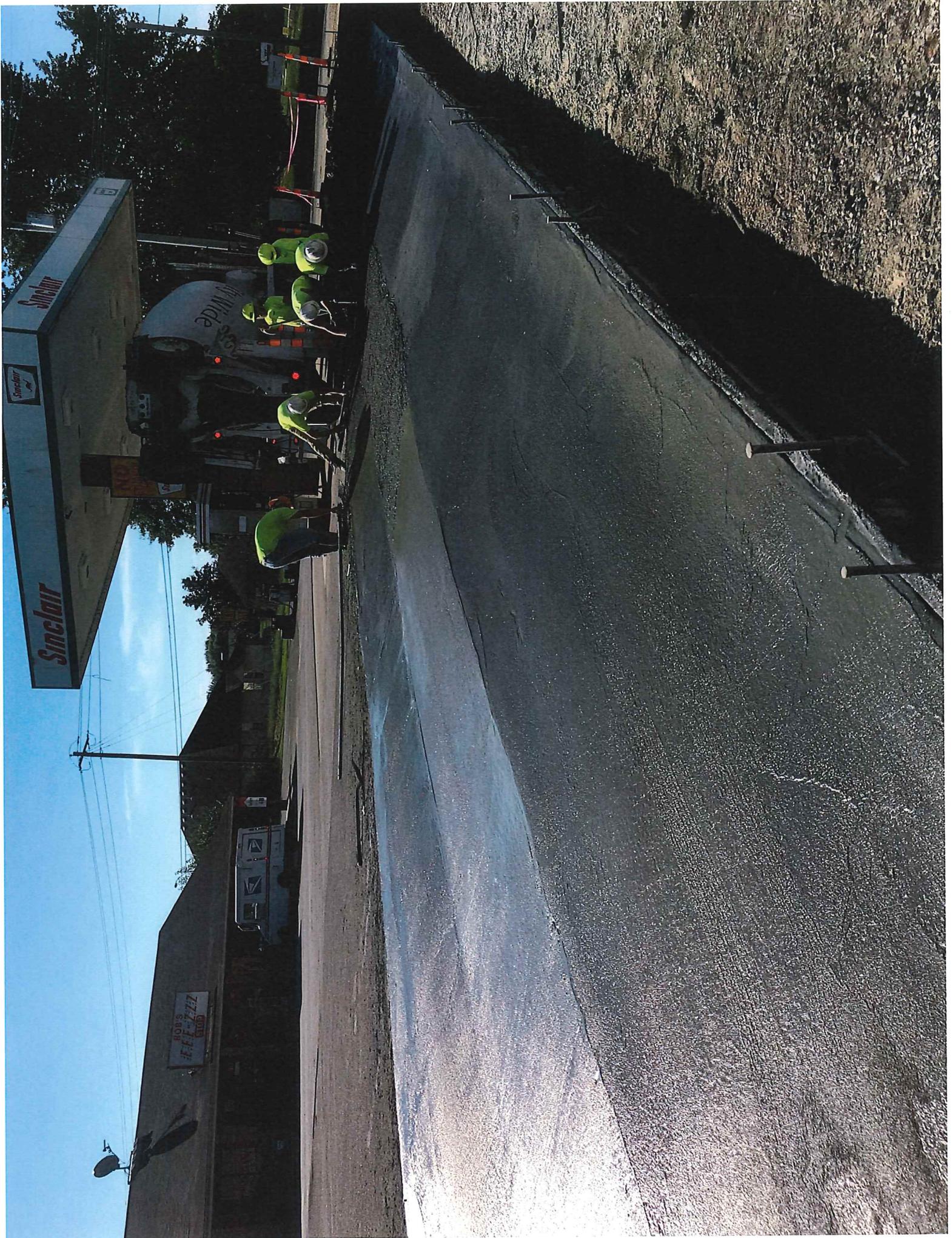
Journagan's Construction has agreed to take out the installed driveway and replace it with one with a much gentler slope for **\$22,492.14**. Staff recommends Council accept this proposal which is based solely on material cost and labor originally agreed to in the Tracker/Main Street construction project.

The property owner is giving to the City permission to access more of their property to accommodate this improvement. The additional property used for the driveway's installation will remain private property. As is, the driveway would have an immediate negative impact on the business's ability to attract customers towing trailers.

Attachment:

- 1) Journagan Construction Driveway Replacement Proposal
- 2) Shaffer & Hines Driveway Sketch
- 3) Property Owner Permission
- 4) Driveway Pictures







Brian Bingle

From: Carol Gallaher <carol@gallaherinsurance.com>
Sent: Tuesday, September 27, 2016 4:43 PM
To: Brian Bingle
Cc: Carol Gallaher
Subject: RE: Bob's Ez Stop

Brian,

I authorize the City of Nixa to do any construction and repairs necessary to correct the entrances to Bob's EZ Stop. The entrances should be level and not cause a hardship to customers with trailers and low riding vehicles.

Thank you,
Carol Gallaher
573-473-4084

From: Carol Gallaher
Sent: Monday, September 26, 2016 5:10 PM
To: 'bbingle@nixa.com' <bbingle@nixa.com>
Subject: Bob's Ez Stop

Hello Brian,

I'm the Director/trustee of Stoddard Properties. Gerald explained what has happened and I appreciate any help you can give us. We need to change the course of the construction so that our business can continue to operate and customers can continue to come into our store.

What can I do to expedite fixing this problem?

Thank you,

Carol Gallaher
Stoddard Properties LLC



Carol Gallaher
Personal Lines Manager
Gallaher Insurance Group | 110 N Coal, PO Box 798, Mexico, MO 65265
Direct: 573-581-8331 Ext.1400 | Fax: 573-581-8372



JOURNAGAN Construction / Aggregates

3003 E. Chestnut Expressway, Suite 1200 Springfield, MO 65802 417-869-7222 Fax 417-869-7421

PROPOSAL

Attn:		Estimate No. 15466bez	
Proposal Submitted To:	Phone	Fax	Other
City of Nixa - Attn Danny Newell	725-2353		Bid Date 9 / 27 / 16
Street	Job Name		
P.O. Box 395/1111 W. Kathryn St	Concrete Apron at Bob's EZ Stop		
City, State, & Zip Code	Job Location		
Nixa, Mo., 65714	Main Street, Nixa, Mo		
E-Mail	Architect	Date of Plans	Addendums Acknowledged

WORK TO INCLUDE:

	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
• <i>Excavation and regrading of new concrete apron and concrete curb and gutter</i>	85.7	Sy	\$11.91	\$1,020.69
• <i>Replace north entrance concrete apron</i>	85.7	Sy	\$60.55	\$5,189.14
• <i>Replace concrete curb and gutter</i>	74.9	Sy	\$16.26	\$1,217.87
• <i>Additional concrete apron extending east to exising fuel islands</i>	207.9	Sy	\$60.55	\$12,588.35
• <i>Excavation and regrading of existing concrete and asphalt</i>	207.9	Sy	\$11.91	\$2,476.09

This Proposal is valid through October 15, 2016 . See Item 1 in the Terms & Conditions
Paving operations will shutdown Dec. 15 to March 1. See Item 2 in the Terms & Conditions.

WORK DOES NOT INCLUDE:

- | | | | |
|--------------------------|---------------------------|-----------------------|-----------|
| - striping / signs | - bumper blocks | -herbicide treatments | - testing |
| - asphalt sealing | - removals | - survey / staking | - permits |
| - curb/pavement backfill | - undergrading soft areas | - utility relocations | |

We Propose hereby to furnish material & labor - complete in accordance with above description of work for the sum of:

TERMS AND CONDITIONS FOR PROPOSAL

1. As a petroleum-derived product, liquid asphalt prices and availability are directly affected by the price of crude oil. Given the volatility of crude oil pricing and availability, Journagan cannot accept the responsibility of crude availability or escalating price increase from the supplier beyond the expiration date stated above. By accepting this proposal you agree that if liquid asphalt is not available or subject to inordinate price increases from the liquid supplier, such an event shall constitute force majeure, entitling either party to terminate the contract or negotiate a mutually acceptable change order for cost and time of performance.
2. A period of planned winter shutdown of paving operations will occur December 15 to March 1. Asphalt paving work performed during this time frame will require a mutually acceptable agreement between owner and contractor in regards to specifications, warranty, or cost.

3. Owner/Contractor agrees that the scope of Journagan's work will be limited to that specifically stated in the Proposal. Journagan

will have no responsibility for furnishing labor or material for work beyond the specified scope unless a separate agreement in writing is entered into.

4. Owner/Contractor represents that the contract documents furnished to Journagan for purposes of submitting its Proposal are accurate and complete and represent all of the applicable contract requirements for the proposed scope of work.
5. This Proposal is good for ten (10) days from the date submitted and may be withdrawn by Journagan if not accepted in that time.
6. Journagan reserves the right to withdraw or amend this Proposal if it is determined that there is a mistake in either the scope of work or the price that is quoted. In the event that Journagan discovers such a mistake, it will notify the Owner/Contractor promptly. If the Owner/Contractor is notified before the Proposal is accepted, Journagan will have the right to correct the mistake and submit an amended Proposal to Owner/Contractor, in which event Journagan will only be bound by the terms of the amended Proposal, if that amended Proposal is accepted.
7. If applicable, Owner/Contractor agrees that all other work required to be completed before the work set forth in the Proposal will be done prior to Journagan's work so as not to delay the completion of Journagan's work. Owner/Contractor further agrees, if applicable and if within the scope of work of the Owner/Contractor or another Subcontractor, to provide a proper and acceptable subgrade in a timely manner so as not to delay Journagan's work. It is further understood and agreed that Journagan will not be responsible for maintaining subgrade that is not provided to it timely or in a manner that is acceptable for the work.
8. If the Proposal is accepted, payment will be due to Journagan within ten (10) days from the date of invoices submitted by Journagan. A finance charge of 1.5% per month will be charged on all unpaid balances after thirty (30) days from the date of the invoice. In addition, the provisions of the Missouri Prompt Payment Law set forth at RSMo § 431.180 apply to this Proposal.
9. This line intentionally left blank.
10. Owner/Contractor agrees that no change in the work will be required unless Journagan agrees to such changes in the work and agrees in writing to extra compensation and an extension of time in which to perform the additional work.
11. In the event of any dispute arising out of this Proposal or contract entered into between Owner/Contractor and Journagan, the prevailing party may recover its reasonable attorneys' fees and costs incurred as a result of said dispute or any default or breach. Any litigation arising under this proposal or the work performed there under shall be brought in the Circuit Court of Greene County, Missouri.
12. All materials are guaranteed to be as specified. All work will be completed by Journagan in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimated cost. All agreements are contingent upon strikes, accidents, delays or other events that are beyond the control of Journagan and in such event, Journagan will not be required to perform pursuant to this Proposal.
13. Journagan requires Owner/Contractor to carry fire, tornado and other necessary insurance. Journagan's workers are covered by workmen's compensation insurance and certificate of insurance will be furnished, upon request, showing the Owner/Contractor as an Additional Insured.
14. Owner/Contractor, by accepting the Proposal and signing the Proposal form, acknowledges that he has made the Owner aware of the Proposal with Journagan and that the Owner hereby authorizes the work to be performed within this Contract and the person signing this Contract on behalf of Owner/Contractor is authorized to execute the Proposal form.
15. This proposal with terms and conditions shall become a integral part of any subcontract agreement.

16. 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 in this Contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

Concrete Apron at Bob's EZ Stop

City of Nixa - Attn Danny Newell

Main Street, Nixa, Mo

Authorized
Signature: _____

By signing this proposal owner agrees with the
terms and conditions stated herein.

Title: _____

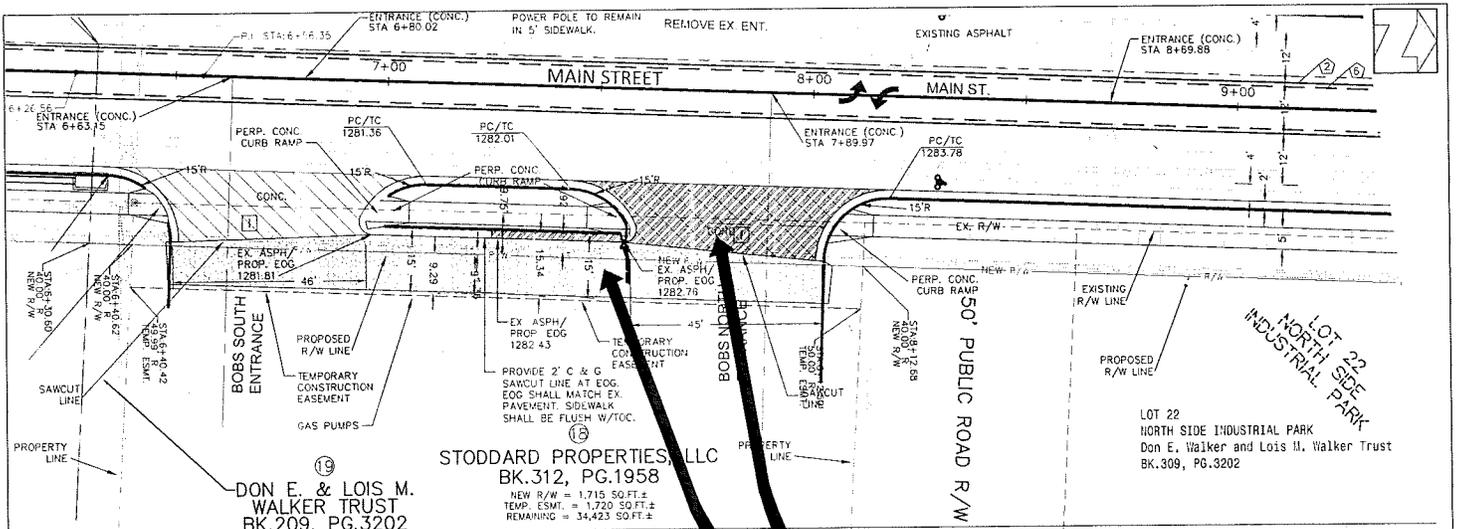
Accepted: _____

Flint Wendland

Date of
Acceptance: _____

Date work to be
started

Date work to be
Completed



MAIN STREET PLAN
HOR. SCALE: 1" = 20'

LEGEND

REPLACE EXISTING NORTH ENTRANCE APPROACH & CURB & GUTTER

ADDITIONAL DRIVEWAY APPROACH = 1871 SF

STODDARD PROPERTIES, LLC
BOBS E-Z STOP
ADDITIONAL DRIVEWAY APPROACH

SHAFFER & CHINES
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

P.O. BOX 493, IRIKA, MISSOURI, 65714
TEL: (417) 725-4663 - FAX: (417) 725-5230
EMAIL: chines@shafferhines.com

