



RE: Amending the 2025 Annual Budget to Appropriate Funds for Grant Funding for the Nixa Welcome and Wayfinding Sign And Entering into a Contract with the State of Missouri Division of Tourism Cooperative Marketing Program

Background:

At the end of December 2024, Show Me Christian County contacted us regarding a grant opportunity through the MO Division of Tourism for welcome and wayfinding signage. This \$30,000.00 matching funds grant would reimburse costs associated with design, fabrication, and installation of a new welcome sign(s) for our community. Show Me Christian County submitted a grant application on our behalf before the December 31, 2024, deadline. Shortly after submittal, Show Me Christian County received notification that the City of Nixa would be awarded the \$30,000.00 grant through the MO Division of Tourism Cooperative Marketing Program.

Analysis:

During the City of Nixa Comprehensive Plan: Nixa2045, welcome and wayfinding signs were identified as a need for the community. Welcome and way-finding signs serve as a prominent landmark to welcome residents and visitors to the area. The signs also enhance aesthetic appeal and sense of identity for the community. Unfortunately, funds were not included in Nixa's 2025 budget for a welcome sign project; therefore, this grant opportunity would be a way to achieve one of the comprehensive plan goals.

Currently, we are evaluating optimal locations for a welcome sign. Our intent is to have the sign installed in a prominent location along the Highway 14 corridor. Depending on the cost of the project, there is a possibility that two (2) signs would be allowed within the allotted budget. If that were to happen, we would look at installing a second sign on the opposite side of the Highway 14 corridor.

If Council approves this budget amendment for \$60,000.00, we will need to enter into a contract with the MO Division of Tourism for reimbursement of fifty percent (50%) of the costs of the project up to \$30,000.00. Upon entering into a contract with the MO Division of Tourism, the City will put out an RFP for the scope of work to include creating an original design for review and approval, fabrication of the sign using durable materials suitable for outdoor use according to approved design specifications, and installation of the sign(s). The project completion deadline is June 30, 2025.



Recommendation:

Staff recommends approval of the \$60,000.00 budget amendment to appropriate funds for the welcome sign grant and permission to enter into a contract with MO Division of Tourism to receive reimbursement of up to \$30,000.00 of the costs associated with design, fabrication, and installation of a new welcome sign(s). Please let me know if you have any questions about this request. Thank you for your consideration.

MEMO SUBMITTED BY:

Cindy Robbins | Assistant City Administrator

crobbs@nixa.com | 417-725-3785

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AMENDING THE 2025**
2 **ANNUAL BUDGET AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE**
3 **AN AGREEMENT WITH THE STATE OF MISSOURI, DIVISION OF TOURISM, FOR**
4 **THE PURPOSE OF ACCEPTING GRANT FUNDING FOR WELCOME SIGNS.**

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6 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved
7 no increase in the revenues or expenditures from any fund shall be made unless the
8 governing body adopts a measure setting forth the facts and reasons making the increase
9 necessary and authorizing the increase; and

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11 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend
12 budgeted revenues and expenditures upon the request of the City Administrator; and

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14 **WHEREAS** the City Administrator has requested a budget amendment in the
15 amount of \$90,000.00, as reflected in “Council Bill Exhibit A,” for the purposes referenced
16 therein; and

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18 **WHEREAS** the City Council desires to amend the City’s 2024 budget for the
19 purposes identified herein; and

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21 **WHEREAS** additionally, the City Council desires to authorize the City
22 Administrator to execute an agreement with the State of Missouri, Division of Tourism, to
23 obtain grant funding for the placement of welcome signs, in the amount of \$30,000.00.

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

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28 **SECTION 1:** The City of Nixa’s 2024 Annual Budget is hereby amended in the
29 accounts and the amounts as shown on “Council Bill Exhibit A,” which is attached hereto
30 and incorporated herein by this reference.

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32 **SECTION 2:** City Council finds that the budget amendment enacted by this
33 Ordinance has been recommended by the City Administrator. The City Administrator is
34 directed to cause the appropriate accounting entries to be made in the books and records
35 of the City to reflect the budget amendment enacted by this Ordinance.

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37 **SECTION 3:** The City Council hereby authorizes the City Administrator, or
38 designee, to enter into an agreement with the State of Missouri, Division of Tourism. Said
39 Agreement shall be in substantially similar form as the document attached hereto, and
40 incorporated herein by this reference as “Council Bill Exhibit B.” The City Administrator
41 and the officers of the City are hereby authorized to do all things necessary or convenient
42 to carry out the terms and intent of this Ordinance.

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44 **SECTION 4:** This Ordinance shall be in full force and effect from and after its final
45 passage by the City Council and after its approval by the Mayor, subject to the provisions
46 of section 3.11(g) of the City Charter.

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ADOPTED BY THE COUNCIL THIS 28th DAY OF JANUARY 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF JANUARY 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$30,000	11-General	Grant Income	11-100-4070000	
\$60,000	11-General	Land Improvements	11-100-5450005-AD202506	Grant

Explanation: To amend the current budget of the City of Nixa to appropriate funds for matching grant to purchase City Welcome signs. Project AD202506

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____

Total Budget Amendments by Department Year to Date:

- Electric
 - Water
 - Wastewater
 - ARPA
 - Admin
 - Legal
 - Economic Development
 - Police
 - Street
 - Park
 - Planning & Development
 - TOTAL
- _____

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December 26, 2024

Cindy Robbins
City of Nixa
715 W Mt. Vernon St.
Nixa, MO 65714

Dear Cindy:

Congratulations!

We are pleased to announce that the City of Nixa will participate in the FY25 Cooperative Marketing Program. State funds in the amount of \$30,000.00 have been reserved for the reimbursement of qualified expenses for "Welcome and Wayfinding Signs" as outlined in the approved application. Attached you will find a copy of contract number 25-087-15-093026. Please refer to the assigned contract number in all related communications. Also, review all materials carefully, including the Terms and Conditions of this contact found on pages four and five of this letter.

To accept this award, please follow these instructions:

1. Print out the Notice of Award, which is page three of this letter.
2. Secure the signatures and date of signatures for both the project director and the President/CEO of the DMO. If it is not possible to secure both signatures on one copy, you may collect the signatures on two separate copies
3. Scan and upload a copy of the signed Notice of Award to your Submittable account. You may do this by opening your application submission and uploading through the Messages tab.
4. After the Division of Tourism (MDT) Director signs the contract, you will receive a finalized copy via Submittable.

Some important things to note:

- **All awards are contingent on MDT funding. Award amounts may change at anytime.**
- **It is important that this process be completed by January 31, 2025. If we do not receive a signed "Notice of Award" we will assume that you are declining the funding.**
- **All aspects of the project may not be reimbursed. Only those items listed as eligible costs on the Welcome and Wayfinding Guidelines will be reimbursed.**



Participants are expected to complete all activities as outlined in the timeline presented with the application. It is important to keep the Cooperative Marketing staff informed of any delays to the approved project and changes must be approved in advance. Also, please notify the appropriate MDT staff of any changes in your organization including project director, address, email address, etc., so that your organization receives all important program information promptly.

The Division of Tourism values our cooperative partnerships. We wish you every success with your project and want to assist you in every way we can. You will be contacted via phone and email from time to time throughout the year with important information and reminders relating to your project. Please feel free to contact us with any questions or concerns.

Megan Rogers, Cooperative Marketing Manager:

573-751-3246 or Megan.rogers@ded.mo.gov

Sincerely,

Megan Rogers
Cooperative Marketing Manager



NOTICE OF AWARD

State Of Missouri
 Division Of Tourism
 Cooperative Marketing Program
 PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER 25-087-15-093026	CONTRACT TYPE Marketing Platform Development
PROJECT NAME Nixa Welcome and Wayfinding Signs	CONTRACT PERIOD July 1, 2024 through June 30, 2025
DMO NAME City of Nixa	VENDOR NUMBER 44-6005734
ADDRESS 715 W. Mt. Vernon St. Nixa, MO 65714	AMOUNT APPROVED \$ 30,000.00
ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS: The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions: <ul style="list-style-type: none"> • Terms and Conditions (attached) • <u>Required outcome measurement:</u> <ol style="list-style-type: none"> 1. Reimbursement Request 2. Copy of completed project • Award amount is contingent on MDT funding levels and may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27. 	
DIRECTOR OF THE DIVISION OF TOURISM <i>Signature</i>	DATE Stephen Foutes

ACCEPTANCE OF AWARD	
<p>This Award Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Award Agreement.</p> <p>As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project/contract described herein.</p> <p>IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement effective as of the date last set forth below.</p>	
CEO, Kristen Haseltine <i>Signature</i>	DATE
PROJECT DIRECTOR, Cindy Robbins <i>Signature</i>	DATE

STATE OF MISSOURI
DIVISION OF TOURISM, COOPERATIVE MARKETING PROGRAMS
TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS, REGULATIONS AND GUIDELINES

- The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and program guidelines related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the contract is contrary to the guidelines of the Cooperative Marketing programs, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status.

2. COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the project activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the most current Program & Reports Guides.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

3. APPROVAL AND ACCEPTANCE

- Project activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.
- Artwork with funding from the Marketing Platform Development Grant program must receive approval from MDT prior to placement.

4. QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a MPD Reimbursement Request form submitted upon completion of the project with all required documentation as stated in the most current Grant Program & Reports Guide and must utilize official, current program forms or database.
- At least 50% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

5. OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the project outcome is required as outlined in the most current Program & Reports Guide, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

6. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

7. WARRANTY

The contractor expressly warrants that all services provided shall: (1) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency, (2) are fit and sufficient for the purpose intended, (3) be of good creative quality, and (4) meet the terms of performance as described in the FY2025 Program & Reports Guide. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

8. REMEDIES AND RIGHTS

- No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

9. CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.
- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the contract for breach, the state reserves the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

10. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.